



COLLECTIVE AGREEMENT

BETWEEN

**GRAND BANK SEAFOODS,
a division of Clearwater Seafoods Limited Partnership**

- and -

**FISH, FOOD AND ALLIED WORKERS
(FFAW/Unifor)**

**Effective
July 1, 2020
to
June 30, 2024**

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ARTICLE 1 - Recognition

- 1:01 (a) The Company recognizes the Union as the sole collective bargaining agent for all employees of the Company located at Grand Bank in the Province of Newfoundland and Labrador, save and except Office Employees, Watchmen, Quality Control Employees, Nurse, Supervisors and those in Management above that rank.
- (b) Supervisors (including bargaining unit employees who are temporarily assigned to fill that position) and security personnel shall be identifiable by means of either headgear or clothing which is different in colour from those worn by bargaining unit employees.

1:02 Persons in positions outside the bargaining unit shall not perform work done by classifications for which the working conditions are covered by this Agreement except for the purpose of demonstrating or instruction or in the event of a job no member of the bargaining unit is capable of performing.

1:03 The Company shall not make any individual agreement with any member of the bargaining unit directly or indirectly in conflict with the provisions of this Agreement.

1:04 The terms and conditions of this Agreement shall be binding upon the Company, its officers and employees, upon the Union, its officers and members but shall not include work performed by sub-contractors who provide services of labour under contract with the Company. However, the Company agrees not to subcontract or contract out work normally done by employees within the bargaining unit provided there are employees within the bargaining unit with the necessary skills and ability who are available to perform the work.

Where work is contracted out and the contractor finds it necessary to hire general labourers from within the local area, the Company will encourage the contractor to give preference in hiring such extra employees to full-time bargaining unit employees who have the required skills and abilities and who have been on layoff for at least seven (7) calendar days by the time the contract work is to be performed. It is understood that if such bargaining unit employees are hired by the contractor, while performing work for the contractor on the Company premises, any and all terms of employment of such employees shall be as established between the contractor and such bargaining unit employees, and none of the provisions of this Agreement shall apply.

1:05 Throughout this Agreement the masculine shall include the feminine and the singular shall include the plural as the context may require.

ARTICLE 2 - Union Security

- 2:01 It is to be a condition of employment that all prospective employees, not already Union members, sign application forms to join the Union prior to commencement of work with the Company, and that the Company upon hiring, shall deduct from the wages of such employees the initiation fee, the Union dues, on a weekly basis, as advised in writing by the Secretary-Treasurer of the Fish, Food and Allied Workers in accordance with their Constitution.
- 2:02 Special assessments will only be implemented following acceptance by the membership, by secret ballot vote, as required by the FFAW Constitution, Article XII, Section 7(I). Following such vote, the Company will be notified in writing by the Local Executive as to the amount of the deduction.
- 2:03 The amount deducted under 2:01 and 2:02 will be forwarded to the Provincial Office of the Fish, Food and Allied Workers no later than the 15th of each month. The Company will include the amount deducted for Union dues on T-4 slips.
- 2:04 The Company shall make it a condition of employment that every employee who is now a member or who hereafter becomes a member of the Union shall maintain his membership therein.
- 2:05 The Company agrees to deduct from employees who are returning to the bargaining unit as a result of exercising their right under Clause 14:07 (d), the amount of Union dues required to update their membership as advised in writing by the Secretary-Treasurer of the Fish, Food and Allied Workers.
- 2:06 The Company agrees to inform all new employees of the existence of the Union. Upon hiring, each new employee shall be introduced to the appropriate Union Officer and the Union may provide the employee a copy of this Collective Agreement.
- 2.07 In addition to deductions as set out in 2.01, employees may request on a weekly basis that extra Union dues be deducted for a specified period, on a form to be provided by the company.

ARTICLE 3 - Management Rights

3:01 The Union acknowledges that all rights and prerogatives of management which the Company had prior to the execution of this Agreement are retained exclusively by the Company, without limitation, except as specifically modified by the express terms of this Agreement, including, but not limited to: the right to maintain order, discipline and efficiency; the right to make, initiate, alter and enforce employee rules, regulations, policies and practices; the right to discipline and discharge employees; the right to select, hire, train, direct and control the working force and employees; the right to transfer, assign, promote, demote, classify, reclassify, lay-off, recall, replace, suspend and retain employees; the right to introduce new and eliminate or change existing equipment, machinery, services or processes; the right to make studies of work loads and institute changes in the work load and job assessments; the right to determine the existence or non-existence of facts which are the basis of any and all management decisions; the right to plan, direct and control operations; the right to select and retain employees for positions excluded from the bargaining unit; the right to determine prices and rates for products and services; the right to determine the location and extent of its operations and their commencement, expansion, curtailment or discontinuance in whole or in part; the right to control productivity; the right to determine standards, methods and means of production; the right to determine the job content and requirements of any job or classification; the right to determine the number of qualifications of employees needed by the Company at any time and the number of employees who shall operate on any given job, operation or unit and number of hours and shifts to be worked; and the right to maintain or establish standards of quality and quantity to be maintained. Management rights are subject to the provisions of this Agreement and should be exercised in a manner that is consistent with the terms of this Agreement.

The above enumeration of rights is by way of example and is not a limitation of the Company's rights to manage the enterprise and its business without interference, which rights are solely and exclusively the rights of the Company, and the continuance or discontinuance of any past practice or benefit not enumerated in this Agreement is vested solely in the discretion of the Company.

3:02 The Company reserves the right to discipline and discharge employees for just cause. The Company agrees that when an employee is to be disciplined, he shall be accompanied by his shop steward. The employee and the shop steward may confer privately on the request of either of them. An employee may request, in the presence of his shop steward, that the steward leave the meeting.

ARTICLE 4 - Employee Rights

- 4:01 Any disciplinary action taken by the Employer with respect to an employee may be subject to the grievance procedure set out in this Agreement.
- 4:02 No discrimination will be exercised in the employment, retention or working conditions of an employee because of membership in the Union or for accepting positions, serving on committees or representing the employees covered by this Agreement, or on grounds of colour, sex, age or religious or political affiliation.
- 4:03 Employees in the bargaining unit, or a Union officer having written permission from an employee, upon signing a request form shall have access to their personnel records no later than the following business day, during office hours and shall, if requested, be provided with copies of material contained in such reports if pertinent to a pending arbitration.
- 4:04 A member of the Local Executive shall receive a copy of any written warning to an employee. The record of any disciplinary action shall not be referred to or used against an employee after a period of fifteen months provided that during that time no other disciplinary action has been taken, then the record of disciplinary action shall be removed from the employee's personal file.
- 4:05 No member of the bargaining unit will be required to accept a position in management.

ARTICLE 5 - No Strike - No Lockout

- 5:01 During the life of this Agreement there shall be no lock-out by the Company or any strike, sitdown, slowdown, stoppage or suspension of work, complete or partial, for any reason by the employees or any of them.
- 5:02 In the event that the procedure for the settlement of contract negotiations has been completed in accordance with The Labour Relations Act, the Union agrees to give the Company seven (7) days' notice of its intention to strike.
- 5:03 In the event of a strike or stoppage of work, the Union agrees to consult with the Company on the requirement for engineers for Boilers and Refrigeration. Employment of engineers will be permitted to ensure compliance with regulations and no loss of product or equipment. The Company will keep its requirements for engineers from the bargaining unit to a minimum. In the event of an emergency, the Union agrees, upon request, to supply the necessary manpower required.
- 5:04 In the event of any dispute occurring between the Union and any other company, firm or individual, arising out of a breach of any agreement which may be existing between the Union and such other company, firm or individual or for any other reason, or in the event of dispute between the Company and any other union, firm, or individual, then in all such cases, there shall be no lockout, stoppage of work, or slowdown of work in relation to the Company's operations and no attempt will be made by the Union or any member thereof to interfere in any way with the operation of the Company because of the dispute.

ARTICLE 6 - Union Officers

- 6:01 The Union will keep the Company currently advised in writing of the employees who are to act as official representatives of their membership to deal with the management in matters pertaining to the proper administration of the Agreement during its term.
- 6:02 The Union will, wherever possible, avoid holding General Union meetings during working hours. When an emergency requires the calling of a meeting during working hours, the Union shall notify management as early as possible in advance. Permission shall not be unreasonably withheld, unless volume and/or quality of product necessitates same.
- 6:03 Union officers will be permitted to leave their regular duties during working hours, with no loss of pay or benefits in order to deal with local unit administration of the Collective Agreement or investigation of grievances or complaints, provided they first obtain permission of management; such permission shall not be unreasonably withheld.
- 6:04 Union officers will be granted a leave of absence without pay, for the purpose of attending Union functions and meeting with management to negotiate renewal of the Collective Agreement. During such absence, vacation and seniority rights shall continue to accumulate.
- 6:05 The Union shall appoint or elect, and the Company shall recognize and meet with such officers and stewards who are employees of the Company, as are necessary to administer adequately this Collective Agreement. It is understood that any Union Officer or Steward who has been dismissed, and whose dismissal is awaiting resolution under the grievance procedure, will continue to be recognized by the Company until such time as the grievance is resolved.
- 6:06 The Unit Chairperson, Chief Steward, and one member of the steward body shall have available to them sixteen (16) hours of time off with pay each month, in total, which shall be divided equally among them during the last week of each month, for the purpose of preparing for the Labour Management Committee Meeting.
- 6:07 The Staff Representative or other official representative employed full or part time by the Union will be allowed access to the plant during working hours to conduct necessary Union Business. The Staff Representative or Union Official shall first notify management of his presence and indicate the nature of his business. He shall not disrupt normal Company operations.
- 6:08 The Company and the Union agree to cooperate in the establishment and continuation of a Women's Committee during the term of this Agreement. The Committee shall meet once per month of work. The Committee shall consist of two

(2) members from the Union and an equal number of Company Representatives should they desire to do so. The Company shall appoint the Chairperson and the Union the Vice-Chairperson. The Union Representatives on the Women's Committee shall have available to them two (2) hours per month for this meeting.

- 6:09 The unit chairperson or designate will be credited with ten (10) hours per week time off for related Union business not covered in 6:03.
- 6:10 The Company will contribute towards the orderly administration of the Collective Agreement, by payment to the Union in each year of the Collective Agreement, the sum of \$2,000.00. The Union agrees that this sum will be spent to further the orderly administration of this Agreement.

ARTICLE 7 - Working Conditions

7:01 The Company agrees to provide and maintain the following working conditions:

- (a) Adequate, suitable, and modern toilet facilities;
- (b) Adequate, cool, clean drinking water;
- (c) Adequate ventilation;
- (d) Alarm systems in the generating and refrigeration rooms for use by the operators in case of emergency;
- (e) Suitable rest rooms, properly heated at all times, for discharge workers. Lockers for work clothes to be provided;
- (f) Suitable heat for lunch rooms and working areas subject to the need to have appropriately cool or cold temperatures in the processing of the Company's raw material;
- (g) Lunch rooms, with tables and seating accommodations, adequate in size for the number of employees involved;
- (h) Rotation, at reasonable intervals, of cold storage workers, in and out of cold storage rooms;
- (i) Lockers for work clothes of employees.

7:02 Tool Allowance

The Company agrees that maintenance tradesmen and other employees who are required to do maintenance work and use their own tools are entitled to compensation for same from the Company.

The employee must maintain the tools necessary to perform the work within his classification. Tools must be kept up-to-date as per the tool list agreed to by the Company and the Union. A Tool Allowance will be paid according to the following schedule:

<u>Value of Tools</u>	<u>cents/hour</u>
< \$500	6 cents per hour
\$500 - \$1,000	8 cents per hour
> \$1,000	12 cents per hour.

Care, maintenance, and replacement of tools are the responsibility of the employee. The Company will replace broken tools provided they are turned in by the employee and come from a recognized manufacturer of quality tools.

7:03 Clothing

All employees shall be issued clean smocks or coveralls daily, except where noted otherwise in Paragraphs (a) through (g).

All articles shall remain the property of the Company, shall not be removed from Company premises except on Company business, and shall be replaced upon return of original issue, if required.

- (a) Processing - One (1) apron every 6 working months where position dictates. Employees may purchase replacements one (1) set every 6 months at half-cost if the article is turned in.

Safety hard hats will be supplied to employees who are required by safety regulations to wear them.

Plate Freezer workers will receive one (1) set of gloves every 6 months.

At the company's sole discretion, it will determine the standard issue of boots for wear and replace worn boots for production workers when necessary (also at the company's sole discretion). The worker must return the worn boots for inspection and approval.

Cold room employees will be provided with nylon gloves every six (6) working months which will be replaced, if worn out, on return of the worn out pair.

- (b) Discharge Workers - One (1) set of rubber clothes and three (3) pairs of gloves every six (6) working months. One pair of safety rubber boots and one (1) liner for safety hat every twelve (12) working months. Employees may purchase at the rate of one (1) set every six (6) working months, rubber clothes at half cost if the worn out article is turned in. Personnel who are required to work outside during winter months will be supplied with one (1) skidoo suit or insulated coveralls every twelve (12) working months upon return of original issue. Holding Shed Workers and Receiving Room Workers may where applicable, substitute coveralls for rubber clothing.
- (c) Maintenance Workers and Crane Operators and Shift Engineers - up to one (1) set of insulated coveralls for winter use and one (1) set of regular coveralls for summer use and one (1) pair of work boots, every twelve (12) working months where required and upon return of last issue. One (1) liner for safety helmet

every twelve (12) working months. Gloves will be supplied where warranted and on return of the worn out pair. A pool of rubber clothes shall be maintained and an employee may use this clothing when required to work outside in inclement weather.

- (d) Forklift Operators - One (1) pair of insulated coveralls every twelve (12) working months where required and upon return of original issue.
- (e) Cold Storage Areas - Employees who regularly work in cold storage rooms will be supplied with mitts, footwear and one (1) skidoo suit or parka every twelve (12) working months upon return of original issue. A pool, to a maximum of five (5) skidoo suits or parkas, will be maintained and an employee may use this clothing when asked to work in the cold storage areas on a temporary basis.
- (f) Washdown or Clean-Up Crew - One (1) apron or one (1) pair of rubber pants every six (6) working months and three (3) pairs of gloves every six (6) working months. Where it is warranted, one (1) set of rubber clothes shall be supplied every six (6) working months upon return of original issue. One (1) pair of footwear every twelve (12) working months as required and upon return of original issue.
- (g) Adequate facilities will be provided so that employees will not harm their clothes or themselves in handling batteries and chemicals. The usual protective clothing will be supplied to welders. Employees painting vessels will be supplied with coveralls.
- (h) Notwithstanding the above time periods, where, in the Company's opinion, the condition of a particular item of clothing referred to in paragraphs (a) through (f) above, is worn out or damaged to such an extent as to require replacement, this will occur upon return of the original item.

7:04 Employees will receive a premium of thirty (30) cents per hour under the following circumstances:

- (i) all excessively dirty work, such as cleaning boilers, dirty tanks, post-production offal, cleaning offal totes, cleaning drain pit and other jobs agreed upon between the parties at labour/management meetings; or
- (ii) when required to work in confined spaces;
- (iii) high or floating scaffold, ladders.

When the premium payment comes into effect, it will continue to apply to the end of the employee's shift. The premium payment under this clause shall apply only at

any one time for one of the specified reasons. Where applicable, protective clothing for such work will be supplied by the Company.

- 7:05 On returning to work from an absence due to illness or accident, employees will not normally be required to provide a doctor's certificate when they report to their supervisor. On returning to work from an absence due to illness or accident four (4) days or more, unless the Company requires this to be three (3) days, employees may be required to produce a medical certificate (in sole discretion of the Company).
- 7:06 Where an employee has an excessive number of absences, the Company, on notice to the employee and the Local Union of the record, will require a doctor's certificate for any further absences arising from illness.
- 7:07 In the case of a serious accident or accidents resulting in extended loss time, or as a result of any requirement of the Workers' Compensation Commission, an employee will be required to provide a doctor's certificate to certify that he is medically fit to resume his duties.

ARTICLE 8 - Classification and Wages

- 8:01 Departments, job classifications and wage rates shall be as shown in Schedule "A" attached to and forming part of this Agreement.
- 8:02 When a new classification is established, or there is a substantial change in the duties of an existing classification during the term of this Agreement, the rates of pay or such new classification or new job shall be agreed to by the parties and thereafter become part of Schedule "A" of this Agreement. Should the parties be unable to agree on the rate, the rate shall not be less than the lowest rate of the classification and shall prevail until the new rate is negotiated.
- 8:03 The Company agrees to discuss with the local union executive new methods of operations, systems, or equipment related to new product production. Any conditions or systems arising during the life of this agreement which create new classifications or significantly alter job content within existing classifications will, before being implemented, be discussed between the Company and the Union.
- 8:04 The pay period shall commence at 0000 hours on Sunday and finish at 2400 hours on the following Saturday. Thursday of each week shall be pay day for the previous week and pay by direct deposit shall be made to all workers not later than 11:30 on that day and to the night shift workers, not later than the end of the Thursday shift. The Company agrees to also provide a statement showing the period covered, with a breakdown of all earnings and deductions, for that pay and year to date.
- 8:05 When an employee has submitted a claim for Workers' Compensation payment or weekly indemnity, he may in the week following that application, make application to the Company for advance payments, to a maximum of \$400.00 per week, to be paid to him by the Company prior to receipt of payments from Workers' Compensation or the Insurance Company. Should the Company accept the employee's application, it will advance to the employee during the following week, payments as requested. Should the Company not be prepared to accept an application by an employee the Local Unit will be advised, before any final decision is made, to enable a review of the Company's concerns with respect to an individual employee's application. When an employee's application is accepted, the employee will be required to sign an appropriate repayment form.

ARTICLE 9 - Temporary Assignments

- 9:01 Employees temporarily assigned to a position carrying a higher rate of pay than their regular classification shall be paid the rate and any other benefit which is applicable while performing the duties of the higher paid classification.

If the temporary assignment involves a continuous period commencing prior to one or more of the paid statutory holidays referred in clause 12.02 and continuing for a time after one or more of said paid statutory holidays, and the employee in question otherwise qualifies to be paid for the said statutory holiday(s), he/she will be paid for such statutory holiday(s) at the rate of the higher paid job.

- 9:02 Employees who, while working, are temporarily assigned to a classification carrying a lower rate of pay than their regular classification, shall be paid their regular rate and any other benefit which applies while performing the duties of that classification provided there is work available to them in their regular job. When there is no work available to them in their regular classification, or when their assignment is the result of a temporary transfer where they have exercised their seniority to obtain the transfer, employees shall be paid at the rate of the job to which they have been assigned or temporarily transferred.

ARTICLE 10 - Hours of Work

10:01 The regular hours of work as set out below shall be scheduled as follows;

- (a) Plant Engineers - The regular schedule shall be a shift basis, Monday through Sunday, consisting of eight (8) or twelve (12) hours per day and forty-two (42) hours per week averaged over a four (4) week cycle. Any hours in excess of eighty (80) hours per two (2) week period will be paid at the rate of time and one-half (1 ½).
- (b) Clam, Masago/Propeller Clam Processing, Shipping Department Employees - Eight (8) hours per shift, forty-eight (48) hours per week, Monday through Saturday. Shift start-ups and finishes will be scheduled by the Company to ensure efficient operations. Currently shifts are scheduled to commence at 7:00 am and 3:15 pm and conclude at 3:15 pm and 11:15 pm, respectively. However, shifts may be staggered up to thirty (30) minutes from the commencement and conclusion times as set out herein to allow for staggered starts and finishes. For example, the Company may schedule a shift to commence at 7:30 am and conclude at 4:00 pm.
- (c) Other Processing Department Employees
 - (i) In a one (1) shift situation, eight (8) hours per shift to be worked between the hours of 7:00 a.m. and 7:00 p.m. Shift start-ups and finishes may be staggered up to thirty (30) minutes to allow for staggered starts and finishes.
 - (ii) In a two (2) shift situation, eight (8) hours per shift normally scheduled to commence at 7:00 a.m. and 7:00 pm and conclude at 7:00 p.m. and 7:00 a.m, respectively. Shift start-ups and finishes may be staggered up to thirty (30) minutes to allow for staggered starts and finishes. Forty-eight (48) hours will be worked per week in either situation.
- (d) Vessel Discharge
 - (i) The discharge of vessels shall normally be done in eight (8) hour shifts as arrival of raw material requires. The Company will give reasonable lead time in arranging such shifts as the circumstances permit.
 - (ii) Except where otherwise stated, this Article is the sole provision of the Collective Agreement applicable to vessel discharge.
 - (iii) Vessel discharge work will first be assigned to regular qualified employees, by seniority, on the availability roster referred to in

paragraph (vi) below provided such employees do not have a shift of work in any department on the day that vessel discharge is taking place which is less than eight (8) hours from the end of the discharge shift, before the Company uses casuals to do such work. For example, if the discharge shift starts at 12:00am Monday, regular qualified employees on the roster who either are not going to work on that Monday, or are going to work that day but not before 4:00pm, will be assigned to do such work before casuals are used.

- (iv) In no case shall doing this work cause overtime or premium pay except for any overtime for such discharge work exceeding eight (8) consecutive hours or if it is done on a Saturday or on a Sunday.
 - (v) If such work ends at a time that is less than ten (10) hours before the employee's next period of work, Article 10.05 shall not apply and doing such work will not cause any other overtime premium e.g. will not count towards an employee's time so as to exceed 40 hours of work in that work week.
 - (vi) To avoid the administrative complications due to short notice of discharge activities, by the end of December each year employees will be required to signify, in writing on a form the Company will provide for that purpose, a willingness to respond to all such discharge opportunities in the next calendar year. Opportunities that arise under this Article for such work in the next calendar year shall be assigned, by seniority, among the qualified employees on the availability roster.
- (e) Maintenance - Maintenance workers shall be assigned to Clam, Masago/Propeller, Other Products Processing, Department or Vessel Maintenance as required. When working in the Clam or Masago/Propeller Clam or Other Products department, that department's hours of work applies. For vessel maintenance, hours will be as required.
- 10:02 (a) Subject to Paragraph (b), meal periods shall be one (1) hour, which the Company will endeavour to schedule between 12:00 p.m. and 1:00 p.m., except for employees involved with frozen clam tongue grading who will receive a one half ($\frac{1}{2}$) hour meal period, and no employee shall be required to work longer than five (5) hours without a meal period except as hereinafter provided.
- (b) Employees' meal periods may be varied for certain employees from the regular time by one half ($\frac{1}{2}$) hour either way to allow for staggered meal periods to suit the requirements of operations. Employees who are required to work during their lunch period and who actually lose time from their lunch period shall be paid at the rate of time and one half ($1 \frac{1}{2}$).

- (c) Plant engineers working on a shift basis shall eat their lunch near the place of work and shall eat as time and work permit, and in view of these conditions shall not lose time for the meal period.
- 10:03 Regular work shall not be suspended in order to equalize, absorb, or avoid overtime.
- 10:04 Employees shall be entitled to a rest period of fifteen (15) minutes approximately in the middle of each half shift. An additional fifteen (15) minute rest period will be granted after two (2) consecutive hours' overtime. All employees are to be at their posts in readiness for immediate commencement of work at the expiration of any rest period and shall not cease work or leave their work station before the whistle indicating the commencement of the work break is sounded. Employees will not be expected to commence work until the whistle indicating the expiration of the full fifteen (15) minute period is sounded.
- 10:05 An employee who works such hours so as not to receive ten (10) hours rest between regular shifts will, unless there is an urgent need for his services, have the option of remaining home for ten (10) hours and then return to work or report to work at his regular starting time at the rate of double time for the number of hours his rest period was less than ten (10) hours. Notwithstanding the foregoing, if an employee does not receive ten (10) hours rest between shifts as a result of the employee's decision to work a day shift instead of a regular night shift or to work a night shift instead of a regular day shift, this Article 10.05 will not apply and the employee must work the additional shift at the employee's regular rate.
- 10:06 (a) Employees required to report to work shall be paid the greater of four (4) hours pay at the appropriate rate of pay for the number of hours the Company requires them to work or stand by.
- (b) Employees called back to work under this clause shall not be required to work on jobs unrelated to the purpose of the call in.
- (c) An Employee called in to work prior to the scheduled start time for his shift will be paid time and one-half for all time worked prior to the scheduled start time, regardless of whether the Employee works less than the scheduled hours for that shift. [For example: an Employee scheduled to work a 7:00 am – 3:15 pm shift is called in to begin at 6:00 am and the Company subsequently ends the shift at 2:00 pm. The Employee will receive time and one-half for the hour between 6:00 am and 7:00 am and straight time for the hours between 7:00 am and 2:00 pm.]
- 10:07 When a statutory holiday named in this Agreement occurs on a regularly scheduled work day, the regular weekly hours shall be reduced accordingly.

10:08 It is acknowledged and agreed that due to a number of variable factors, workforce needs in a Department may vary from day to day. The Company will make reasonable attempts to call a required replacement employee on the day before where it is sure that such employee will be needed to work on the next day.

ARTICLE 11 - Overtime

General Provisions

- 11:01 Except where otherwise stated, all regular hours worked in excess of eight (8) hours in any day shall be paid at a minimum of time and one-half. A regular work day, for the purpose of this Article, is defined as eight (8) hours from the commencement of work. For the purposes of this Article, a 24-hour period commences from the start of an employee's regular shift in a calendar day.
- 11:02 All overtime shall be optional and voluntary, except for the ninth (9th) hour of any day will be compulsory at the request of the Company.
- 11:03 All work performed in excess of eleven (11) hours in any twenty-four (24) hours shall be paid at the rate of double time.
- 11:04 Time and one-half in addition to holiday pay will be paid for all hours worked on paid statutory holidays.
- 11:05 There shall be no pyramiding of overtime or other premium pay.
- 11:06 Except for shift engineers, all hours worked on Sunday up to ten (10) hours worked shall be paid at a minimum of double time (2x) and after ten (10) hours worked at a minimum of double time and one-half ($2\frac{1}{2}x$).
- 11:07 Overtime shall be distributed as follows. If the overtime is estimated by the Company to be one (1) hour or less, then it shall be performed by the employees who, at the time the overtime is required, are presently performing the work involved. Scheduled overtime shall be distributed equally within the classification worked providing they have the ability to perform the required work. This overtime will be taken into account in the equal distribution of scheduled overtime under this clause.

Shift Engineers

- 11:08 Shift engineers shall receive a minimum of time and one-half on their first day of rest and shall receive thirty (30) cent per kilometre for call-ins during days of rest.
- 11:09 Shift engineers shall receive a minimum of double time on their second day of rest and on each day of rest worked consecutively to the second day of rest thereafter and shall receive thirty (30) cent per kilometre for call-ins during days of rest.
- 11:10 Shift engineers who perform work in excess of twelve (12) consecutive hours shall be paid at the rate of double time.

Masago/Propeller Clam, Shipping, Other Products, Clam Departments, Vessel Discharge and Maintenance

11:11 All hours worked in excess of eight (8) regular hours on any day or forty regular (40) hours in a week shall be paid at a minimum of time and one-half. All hours worked on Sunday shall be paid at a minimum of double time (2).

(a) All hours worked on Saturday shall be paid at the rate of time and one half.

11:12 In each calendar year of this Agreement, the following maintenance employees will be allowed to bank overtime earned in that year subject to the following terms:

Kerry Price Carl Marvin Reuben Peach Robbie Bungay	These are all full time maintenance employees who now qualify - any changes in who is an active full time maintenance employee will be added or subtracted.
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(a) Overtime banked shall be on the basis of one-for-one, i.e. one hour of overtime work = one hour banked. For greater certainty, if an employee works one hour of overtime he/she will be able to bank one (1) hour at straight time and will be paid for the other ½ hour at straight time.

(b) Up to two hundred (200) hours may be banked in a twelve (12) month period.

(c) There shall be no carry over; all banked time must be used in the calendar year it is earned.

(d) The employee with banked time may request time off but whether this request is granted will be in the sole discretion of management and the denial of any request shall not be a grievable difference under this Agreement.

(e) No employee will be able to use any time banked under this provision while he is on lay-off.

11:13 The Company will make an effort to provide as much notice of scheduled overtime as possible to maintenance workers.

11:14 Shift Engineers will be allowed to bank overtime earned in each calendar year up to one hundred (100) hours in that year.

ARTICLE 12 - Statutory Holidays

12:01 All employees who:

1. have worked their last scheduled shift before the holiday, which shift must have been within twenty-one (21) calendar days before the holiday.
2. are in good standing on the seniority list;

shall be entitled to eight (8) hours straight time in addition to any pay for hours worked on a paid holiday. Refrigeration Engineers who work on any of the statutory holidays set out in 12.02(a) shall be entitled to twelve (12) hours straight time pay in addition to the pay received for the hours worked on that day.

3. Notwithstanding Article 12.01 1., an employee who, through no fault of his/her own, on the qualifying day,
 - (i) is absent on bereavement leave pursuant to Article 16.04, or
 - (ii) is absent as a result of being hospitalized by a sickness which begins within the twenty-one (21) day period, or
 - (iii) is absent because of a serious injury (such as a broken leg) which disables the employee, or
 - (iv) is the only parent of a child able to take such child to a specialist physician appointment to out of town and the only available appointment is on that day,

will be deemed to have worked on the qualifying day. The foregoing is subject to a maximum of three (3) employees in production and one (1) employee in maintenance, but the Company may, in its absolute discretion, grant additional employees in each department the holiday entitlement in this Article 12.01.

4. If an employee qualifies for a statutory holiday referred in clause 12.02 and for the whole of the calendar week containing the particular statutory holiday is on layoff, he/she shall not be required to take such holiday but may convert such holiday to a floating holiday which will then be governed by the provisions of Article 12.02(b).

12:02 (a) The following days shall be observed as paid statutory holidays:

1. New Year's Day
2. Good Friday
3. Commonwealth Day
4. Canada Day

5. Grand Bank Day
6. Labour Day
7. Thanksgiving Day
8. Armistice Day
9. Christmas Day
10. Boxing Day

- (b) Easter Sunday will be paid at a rate of time and one-half for all hours worked by Shift Engineers.
- (c) Only employees who have thirty (30) working days' seniority or more shall be entitled to sixteen (16) hours straight time as two (2) floating holidays. Such floating holidays may be taken at a time convenient to the employee (and in the case of the refrigeration engineers only if one of the other engineers agrees to replace the engineer taking the floater), subject to the approval of the Company, which approval shall not be unreasonably withheld. The employee shall have the right to cancel the floating holidays upon giving the Company reasonable notice. Any floating holidays not taken by December 31st in any given year, at the employee's option, may either all be paid for or up to a maximum of two (2) floaters may be carried forward into the following year, but not thereafter. Any such carried over floating holidays, if not taken by December 31st in the carry over year will be paid for and may not be carried forward into any subsequent year.

12:03 The day proclaimed for each of the foregoing holidays shall be the day observed unless the parties can agree upon an alternate day mutually acceptable to both of them except that such agreed alternate day will not apply to refrigeration shift engineers.

12:04 Employees on a three shift basis shall be automatically compensated for holidays which are observed during their regular working days and may be granted equivalent time off, without pay, on a day within two (2) weeks next after the day upon which the holiday is worked.

ARTICLE 13 - Vacation

13:01 Employees shall earn vacation pay from date of hire as follows:

- (a) For a period less than 5 consecutive years - 4%.
- (b) For a period of 5 consecutive years but less than 14 consecutive years - 6%.
- (c) For a period of 14 consecutive years or more - 8%.

Note: Service with Fisheries Products International Ltd. as reflected on that company's seniority list dated February 14, 1991 will be recognized as service with the Company for the purposes of this Article.

13:02 Employees who are employed in the preceding vacation year shall earn vacation in accordance with the following. The vacation year shall be the calendar year.

- (a) Those who have been on the payroll of the Company for a period of less than one year:
 - (i) vacation pay calculated on the basis of 4% of the employee's gross wages for the period of employment in the preceding vacation year, and,
 - (ii) one (1) day vacation for each full month employed.
- (b) Employees who have been on the payroll of the Company for a period of one (1) year but less than 5 consecutive years:
 - (i) vacation pay calculated on the basis of 4% of the employee's gross wages for the period of employment in the preceding vacation year, and
 - (ii) two weeks' vacation, i.e., 80 straight time hours.
- (c) Employees who have been on the payroll of the Company for a period of five (5) consecutive years but less than fourteen (14) consecutive years:
 - (i) vacation pay calculated on the basis of six percent (6%) of the employee's gross wages for the period of employment in the preceding vacation year, and
 - (ii) three (3) weeks' vacation, ie, 120 straight time hours.

- (d) Employees who have been on the payroll of the Company for a period of fourteen (14) consecutive years or more:
 - (i) vacation pay calculated on the basis of 8% of the employee's gross wages for the period of employment in the preceding vacation year, and,
 - (ii) four weeks' vacation i.e., 160 straight time hours.

13:03 Employees who qualify for either of the vacations set forth in 13:01 and who have worked more than one thousand (1000) hours shall be paid the greater of either the percentage entitlement, or regular straight time rate of pay times the number of hours of vacation times the factor of $\frac{1}{2}$, $\frac{2}{3}$ or 1 according to the following schedule:

- (a) (i) more than 1000 hours less than 1350: factor $\frac{1}{2}$
- (ii) more than 1350 hours less than 1600: factor $\frac{2}{3}$
- (iii) more than 1600 hours: factor 1

Example: A clam worker with 1610 hours work in the vacation year and 16 years' service would receive the greater of 8% gross earnings or $\$18.09 \times 160 \times 1$ or \$2,894.40 for four weeks' vacation.

13:04 Should a holiday as listed in Article 12 herein fall during an employee's vacation period, the employee shall be entitled to payment for the holiday and shall have his vacation period extended by one (1) day at a time to be agreed upon between the Company and the employee before he commences his vacation.

13:05 At the end of the vacation year, as stated in 13:02, vacation request slips shall be distributed to employees. If there is any conflict between two or more employees with respect to allocation of vacation, preference shall be given to the senior employee. Employees may request to take vacation one (1) week at a time and such request shall not be unreasonably denied subject to the requirements of the business. Vacation requests will be approved within thirty (30) days of the end of the vacation year. There shall be no carry over of vacation time or vacation pay beyond the current year.

13:06 Employees will be given all unused vacation benefits upon termination of employment at the straight percentage rate to which their length of continuous employment would entitle them.

- 13:07 Vacation pay will be available to the employee on the day prior to the commencement of the vacation period and shall be in the relevant amount provided sufficient notice (i.e. noon Tuesday) is given.
- 13:08 Time accumulated while on lay-off shall not be calculated or taken into account for calculating the length of service for the purposes of this Article. Time off while in receipt of holiday pay and vacation pay to the maximum of the number of hours of vacation with pay and/or hours per holiday as the case may be shall be included in calculating hours worked for the purposes of Article 13:02.
- 13:09 Employees off work due to illness or injury or laid off due to shortage of work in excess of six (6) consecutive weeks, during the vacation year, shall, if they so request, receive any vacation pay to which they are entitled, without taking any vacation time. Employees off work due to illness or injury and having requested and received vacation pay will if they so request, be permitted to take any vacation time to which they are entitled, up to a maximum of two (2) weeks, without pay.

ARTICLE 14 - Seniority

- 14:01 It is agreed that service for seniority purposes shall commence with the beginning of actual employment with the Company.
- 14:02 Seniority shall mean accumulated service from the most recent date of hire by the Company. Unless otherwise stated, seniority shall apply by Department (Clam Processing, Masago/Propeller Clam Processing, Shipping, Other Products Processing, Maintenance). A Seniority List showing, for each employee listed therein, (a) name, (b) department, (c) classification and (d) employment seniority date shall be posted every six (6) months. A copy of each List shall be forwarded to the Provincial Office and the Local Unit at the same time as it is posted in the Plant. Any errors in the Seniority List not grieved within thirty (30) working days of their first day at work after posting of the list shall absolve the Company from any liability, monetary or otherwise.
- Note: In the event there has been no work, or the Company anticipates there will be no work, in one of the five Departments noted above for two (2) months or more, an employee who is on lay-off, or who the Company anticipates will be laid off for two(2) months or more, may apply in writing, which application must be within thirty (30) days, to displace an employee with less plant seniority in active work in another Department, provided the applying employee has the present ability and qualifications to do the work available in that classification.
- 14:03 The Company shall provide the Local Unit with all necessary information relating to the following matters of employees within the bargaining unit:
- (a) a list of employees including their names, addresses, phone numbers and classifications ranked according to seniority (to be shown on a seniority list) and, upon request, a mailing list of all employees;
 - (b) job postings;
 - (c) discharges, suspensions and written warnings;
 - (d) hirings, resignations, promotions, retirements and deaths at least monthly.
- 14:04 New employees will be regarded as probationary for the first thirty (30) days worked but, upon the successful completion of the probationary period, the employee's seniority shall be dated as of the most recent date of hire. During the probationary period, such employees may be dismissed by the Company at any time and for any reason without recourse to the grievance and arbitration provisions of this Agreement, however, all other terms of the Agreement shall apply. An employee's probationary period may be extended beyond thirty (30) working days to a

maximum of sixty (60) working days, by mutual agreement between the Company and the Union, to permit an employee to qualify for the job.

- 14:05 (a) In matters concerning lay-off, recall, the filling of permanent vacancies and permanent transfers of employees in the Clam, Shipping and Masago/Propeller Clam Departments, the Company shall select individuals based on ability, qualifications and seniority and when, in the Company's opinion, two or more candidates are relatively equal in ability and qualifications, seniority shall govern. Employees who fill vacancies or transfer to a new position as a result of a job posting shall be subject to a probationary period in their new position of thirty (30) days worked, during which time the Company, in its discretion, in concluding that they are not suitable for such position may return them to the position which they previously held. Employees who apply to transfer to another Department and complete the probationary period successfully cannot apply to transfer to another Department for a period of four (4) months.
- (b) Employees may decline a transfer to another department if there is work in their own department, provided the Company can obtain necessary employees who have the required skills, abilities and qualifications to do the work required.
- (c) When making temporary transfers under this clause, preferential treatment will be given to senior employees who have the required skills, abilities and qualifications to do the work required.
- (d) When an employee is transferred to a different job due to a job redundancy and the job the employee left is reinstated, the employee may, provided the job is reinstated within one (1) year, choose to return to the former job. If more than one job is redundant and more than one employee is affected, but less than the total number of job redundancies are reinstated, then employees will have this right in accordance with their bargaining unit seniority.
- 14:06 Vacancies and new positions of a permanent nature and temporary vacancies of at least 2 weeks' duration within the bargaining unit shall be posted on the plant bulletin board for five (5) working days, with all members of the bargaining unit having the right to apply. The Company may post a vacancy or new position externally at the same time as the internal posting but will not consider external applicants until the internal posting has expired.
- 14:07 Employees shall retain and accumulate seniority:
- (a) While on lay-offs up to twenty-four (24) months;

- (b) While on sick leave, Workers' Compensation, or pregnancy leave;
- (c) While on leave of absence granted by the Company in writing;
- (d) Where a seniority employee is promoted to a permanent vacancy or to a new position outside the Bargaining Unit for a period of up to one (1) year. The time period set forth above shall be cumulative for each promotion within a five-year period. Such employees may be transferred back to the bargaining unit by the Company during any such one (1) year period.

14:08 Employees shall lose all seniority if:

- (a) Discharged for just cause;
- (b) Quit;
- (c) Failure to return to work without just cause following layoff and after being notified of the availability of work.
- (d) Proper notification is by registered letter sent to his/her last known address (it is each person's responsibility to provide the Company with his/her current telephone number and mailing address for this purpose).

The Local Unit will be given notice prior to removal of employee's names from the seniority list under (c) above.

14:09 Subject to the above clauses and for the purposes of Clause 14:03, it is agreed that the initial seniority list and seniority ranking of all employees in the bargaining unit, effective the date of signing this Agreement, shall be as set forth in Schedule "B" subject to the periodic updating required by Clause 14:03. Any changes this list makes in seniority ranking shall have no retroactive effect nor give any employee affected any right to grieve the consequence of his or her placement on any prior seniority lists.

14:10 The order of ranking on the seniority list referred to in 14:00, e.g. 1, 2, 3, etc., shall determine the employees' plant seniority rights as outlined in this Article.

14:11 Subject to the approval of their supervisors, employees of equal ability may exchange shifts provided there is no additional burden on the Company and the employees have the ability to perform the work required.

ARTICLE 15 - Safety

- 15:01 The Company and the Union recognize the importance of Safety in the workplace. It is the intention of both parties to achieve and maintain, through mutual cooperation, the highest standards in all areas affecting the health and safety of plant employees.
- 15:02 Legislation - The parties recognize all provisions and existing legislation related to Occupational Health and Safety:
- 15:03 There shall be a plant Health and Safety Committee comprised of three (3) plant employees nominated by the Union and three (3) representatives from management. The Health and Safety Committee shall meet monthly, during working hours without loss of pay and benefits, and make a report in writing. A copy of the Committee's report shall be sent to the Safety branch established under the Occupational Health and Safety Act as well as to the Union. The Safety Committee shall be responsible for setting the time and place of Safety Committee monthly meetings. The Company and Union shall appoint Co-Chairmen for the Committee.
- The plant Health and Safety Committee will:
- (1) Review and make recommendations concerning any unsafe conditions and the stoppage of any unsafe work;
 - (2) Review and make recommendations concerning all chemical applications within the plant;
 - (3) Review and make recommendations for Health and Safety training and education;
 - (4) Review and make recommendations on environmental test results;
- 15:04 It is agreed that a Union representative has the right to be involved in any fatality investigation.
- 15:05 Fire emergency drills will be carried out on Company time twice annually.
- 15:06 The plant will be provided with a properly equipped First Aid facility. A qualified First Aid attendant will be available.
- 15:07 Two (2) members of the Committee shall be designated by the Committee to make tours of the entire plant checking for unsafe conditions or practices. Frequency of the tours shall be determined by the Committee.

- 15:08 An inspection of the First Aid room shall be made every month by a person authorized by the Company and the Union, to ensure that proper facilities and materials are provided.
- 15:09 The Safety Committee's Chairperson or his designate shall accompany the Department of Labour Safety Inspector when he makes his inspections.
- 15:10 Should an ammonia leak result in a stoppage of work, work will resume when ammonia levels are acceptable according to Occupational Health and Safety regulations. Such levels are to be monitored by an air sampler. Safety Committee members shall participate in monitoring and shall have access to the readings.
- 15:11 When the First Aid attendant directs employees who have been injured on the premises, to a hospital or clinic for treatment, the Company will continue to pay such employees, to the end of their regular shift. Employees who are released and fit to return to work are expected to return to work.
- 15:12 The Company will arrange for an appropriate emergency vehicle to be provided by the Town of Grand Bank to be available for use in the case of emergencies. The Company will pay all costs associated with the use of such vehicle in the event of any emergency.

ARTICLE 16 - Leave of Absence

- 16:01 (1) The Company shall grant leave of absence, without pay, to an employee for reasons of Union activity or legitimate personal business including seeking and holding public office as a Provincial M.H.A. or Federal M.P.
- (2) When a member of the Bargaining Unit has been elected or appointed to a local or regional municipal government body, he shall be granted leave of absence from time to time to attend legitimate council business providing such leave can be arranged so as not to interfere with the regular operations. Payment of such leave shall be at the sole discretion of the Company.
- (3) The Company shall not unreasonably withhold leave of absence, without pay, to employees for upgrading of skills and technical courses. Such leave will be for periods not to exceed two (2) years. Where an employee is taking a job related specific course which requires three (3) years to complete, employees will be granted an additional year of leave to complete such programs. Employees who return to work from an educational leave of absence within the prescribed period will suffer no loss of seniority for the period of the approved leave of absence.
- (4) (a) A seniority employee may request an unpaid leave of absence because he/she has a firm commitment to work outside the Company (proof of this must be made to the Company's satisfaction at the time the leave is requested).
- (b) The Company may grant such leave if, in its sole discretion, this can be accommodated at the plant.
- (c) Any such leave, if granted, must be for a full calendar year or balance thereof remaining (provided that balance is for at least three (3) months).
- (d) During such leave, the worker will not accumulate seniority or service.
- (e) Thirty days prior to the expiry date of the leave of absence, the worker must advise the Company in writing if he/she will be returning to work at the end of the specified leave period. If that notice isn't given, the worker will be deemed to have quit and will immediately be removed from the seniority list.
- (f) During the leave, if the Company requires the employee to return to work, then he/she must do so within 30 days of the notice to return to work and failure to do so will result in the employee being immediately removed from the seniority list.

- (g) No more than three (3) employees per year may request such a leave and no one employee may request more than one such leave in any five (5) year period.

- 16:02 The Company shall grant employees pregnancy leave and/or parental leave in accordance with the relevant provisions of the *Labour Standards Act*.
- 16:03 The Company shall grant a leave of absence of up to a maximum of two (2) years to an employee for reasons of bona-fide illness, industrial accident or disease. The employee's status will be reviewed at the end of the first year and the twenty-third month. An employee may retain seniority to a maximum of 36 months where the parties mutually agree or where the attending physician advises that the employee may be fit to work within that period.
- 16:04 When an employee who has seniority requests a leave of absence for compassionate reasons, he should be granted such leave in accordance with the following:
- (1) In the event of death in the employee's immediate family - spouse (including common law), parent or legal guardian, mother-in-law or father-in-law, child or grandchild, brother or sister, an employee shall receive five (5) days' leave with pay, calculated on the basis of the actual hours of work lost as a result of the leave.
 - (2) In the event of the death of an employee's son-in-law or daughter-in-law or grandparent, an employee shall be granted three (3) days' leave with pay, calculated on the basis of actual hours of work lost as a result of the leave.
 - (3) In the event of the death of a brother-in-law, sister-in-law, great grandparent, aunt or uncle, an employee shall be granted one (1) day's leave with pay, calculated on the basis of the actual hours of work lost as a result of the leave.
 - (4) In the event of bereavement leave applying to Category 1 or 2 above, where the funeral takes place outside the province and is attended by the employee, he/she shall receive an extra day's leave with pay.
 - (5) Bereavement pay will not be granted if the employee is receiving pay for time not worked because of vacation or paid statutory holiday or leave of absence, Workers' Compensation, group insurance or lay-off at the time of the death of a relative.

ARTICLE 17 - Grievance Procedure

- 17:01 When an employee, other than a probationary employee with respect to his/her discharge, has a grievance alleging that there has been a violation or misinterpretation of the Agreement (a "grievance"), he/she, with the employee's Department Steward if the employee so elects, shall process such grievance without stoppage of work according to the following procedure having in mind the recognition by the parties of the importance of having grievances resolved as quickly and as expeditiously as possible.
- STEP 1 Within three (3) working days after becoming aware of the incident which gave rise to the grievance discuss the matter with the immediate supervisor concerned, who shall give a decision thereon within twenty-four (24) hours;
- STEP 2 If the grievance is not resolved by the immediate supervisor to the satisfaction of the grievor, the Department Steward and Chairman or his designated alternate and the grievor shall meet to discuss the grievance within three (3) days with the supervisor and the Production Manager, or his designate, who shall give a decision thereon within twenty-four (24) hours;
- STEP 3 If the grievance is not resolved by the Production Manager, or his designate, to the satisfaction of the grievor, then it shall be reduced to writing, be signed by the employee and contain all allegations of the provisions of the Agreement alleged to have been breached, and be submitted to the Plant Manager, or his designate, within three (3) days after the Production Manager's, or his designate's, decision in Step 2. The Plant Manager, or his designate, shall then meet with the grievor and the grievance committee. If requested, an outside Union official may also be present at this meeting. The Plant Manager shall render a written decision within five (5) days of such meeting;
- STEP 4 Failing resolution of the grievance in Step 3 the issue involving the interpretation or alleged violation of the Agreement may be referred to Arbitration in accordance with Article 18.
- 17:02 Time limits fixed by the Article and Article 18 shall not include Sundays and Holidays and may be expanded or compressed by mutual agreement in writing between the Company and the Union on a form to be supplied by the Company.
- 17:03 A grievance alleging unjust discharge shall be filed no later than five (5) working days after the date of discharge and shall be filed beginning at Step 2 of the grievance procedure.

- 17:04 The Company may refer any complaint or question it may have regarding the administration, interpretation or violation of the Agreement, or issues concerning the conduct of the Union and its officers to the Local Union President and if such matters are not settled to the Company's satisfaction, they may be referred to Arbitration in the same manner as the grievance of an employee.
- 17:05 The Union has a right to grieve on its own behalf or concerning a policy grievance or grievance of general application to the employees in the bargaining unit and the Company has a right to grieve on its own behalf and to claim damages against any employee, group of employees, Union representatives or the Union itself.
- 17:06 Grievances filed under clauses 17.04 and 17.05 shall commence at Step 3 of the grievance procedure by the Company filing its grievance with the Local Union President and by the Union filing its grievance with the Plant Manager.

ARTICLE 18 - Arbitration

- 18:01 (a) After exhausting all steps in the grievance procedure, the Union or the Company, as the case may be, shall, if it wishes to go to arbitration, notify the other party in writing within fifteen (15) working days of the end of the grievance procedure.
- (b) The party desiring to submit a matter to Arbitration shall deliver to the other party a Notice of Intention to Arbitrate. This Notice shall state the matter at issue and shall state in what respect the Agreement has been violated or misinterpreted. The Notice shall also stipulate the nature of the relief or remedy sought.
- (c) Within ten (10) days after the date of delivery of the foregoing Notice, the party initiating Arbitration shall notify the other party of the name of its representative on the Arbitration Board and the other party shall appoint its representative within ten (10) days of receipt of this notification.
- (d) In the event that either party shall fail to appoint a representative to the Arbitration Board within the time provided, the other party may request the Minister of Employment and Labour Relations of the Province of Newfoundland to appoint a representative on behalf of the defaulting party.
- (e) After the Arbitration Board or Single Arbitrator, as the case may be, has been appointed by the foregoing procedure, it or he/she shall convene a hearing attended by both parties at the earliest date possible. After hearing the evidence and submissions of both parties, the Board or Single Arbitrator shall render a decision as soon as possible, but in any event, no later than thirty (30) days following completion of the hearing.
- (f) The decision of the majority of the Arbitration Board on the matter at issue shall be final and binding on both parties, but in no event shall the Arbitration Board have the power to add to, subtract from, alter or amend this Agreement in any respect.
- (g) Each party shall pay its own costs and the fees and expenses of witnesses called by its and of its representatives. The fees and expenses of the Chairperson shall be shared equally between the two parties. Members of the Bargaining Unit who are subpoenaed and actually testify as witnesses at the hearing shall receive permission to be absent from work to attend such hearing.
- (h) In a disciplinary or discharge case, subject to Article 3.02, the Arbitration Board will have the power to order a reduced penalty.

- (i) Either party shall be considered to have waived its right to raise an objection to the arbitration procedure, except with respect to matters that arise following completion of the grievance procedure, unless it files with the other party written reasons for such objection at the same time as the reply in Step Three (3) of the employee grievance procedure or the reply by the Company or the Union in clauses 17.04 and 17.05.

18:02 If the parties agree in writing in a particular case that it be heard by a Single Arbitrator, then the provisions of this Article shall apply in its entirety to such Single Arbitrator.

ARTICLE 19 - Labour Management Committee

- 19:01 The Company and the Union agree to cooperate in the establishment and continuation of a Labour Management Committee during the term of this Agreement. The Committee shall meet at least monthly. The Committee shall consist of up to three (3) members of the Executive of the Local plus one (1) member of the Safety Committee or a steward on a rotating basis and a designed alternate the Company will determine the appropriate number of representatives to attend on its behalf. The Company shall appoint the chairperson and the Union the vice-chairperson.

ARTICLE 20 - Group Benefits Plan

- 20:01 (a) The Company agrees to maintain a Group Benefits Plan for the employees, the scope of which will be governed by the Master Contract between the Plan Sponsor (the Company) and the Plan Insurer (Blue Cross at the time of this Agreement). The employees will be informed of the details of the Group Benefits Plan through the issue of a Plan Booklet that will reflect the content of the Master Contract. The description is not intended to be part of the Collective Agreement as benefits are subject to the applicable policy or policies.
- (b) Where an employee is absent and receiving Workers' Compensation benefits, the employee and the Company will continue to pay their respective shares of premiums for those items of the Group Benefit Plan that the employee is eligible for, for a period of up to sixty (60) calendar days. After sixty (60) calendar days, if permitted by the Group Benefits Plan, the employee may continue such coverage for which he is eligible by paying both the Employer and the employee shares of the premiums for same.

ARTICLE 21 - General

- 21:01 It is understood and agreed that if, in any Department, circumstances arise for which no provision is made herein, the parties shall use their best endeavours to adjust the matter, but work shall proceed under the existing practice of the Company pending settlement between the parties.

ARTICLE 22A - Apprenticeship Plan

- 22:01 In order to ensure an adequate supply of trained employees to maintain and operate the Plant, the Company will hire apprentices in accordance with approved Journeyman Apprenticeship Plans of the Newfoundland Department of Employment and Labour Relations.
- 22:02 The Company will recognize the following trades for apprenticeship plans:
- Machinist, Electrician, Diesel Mechanic - (Industrial Mechanic), Welder, Millwright and Carpenter.
- 22:03 Upon satisfactory completion of a probationary period in accordance with Article 14.05 an apprentice will have his seniority established from that date.
- 22:04 Wages paid to apprentices shall be based on the following schedule:
- (a) Four Year Apprenticeship
 - First year - 75 percent of Journeyman "A" Rate
 - Second year - 80 percent of Journeyman "A" Rate
 - Third year - 87 percent of Journeyman "A" Rate
 - Fourth year - 92 ½ percent of Journeyman "A" Rate
 - (b) Three Year Apprenticeship
 - First year - 70 percent of Journeyman "A" Rate
 - Second year - 80 percent of Journeyman "A" Rate
 - Third year - 90 percent of Journeyman "A" Rate
- 22:05 Classifications shall be defined as follows:
- (1) Grade "AA" Journeyman
 - Holder of a Provincial Government Journeyman Certificate and two (2) years' additional experience as a Journeyman "A".
 - (2) Grade "A" Journeyman
 - (3) 2nd, 3rd and 4th Year Apprentices:
 - Twelve (12) months employment and apprenticeship training as laid down by Apprenticeship branch plus successful writing of final examinations in lower category.

(4) 1st Year Apprentice

Minimum six (6) months practical experience as maintenance helper plus registration and acceptance in Apprenticeship Program by Apprenticeship Branch.

ARTICLE 22B - Tradesmen "B" Training Program

Maintenance Classifications

22:06 In addition to the Apprenticeship Plan (Article 22A) the Company will also recognize training other than through the Department of Employment and Labour Relations Apprenticeship Program for Maintenance Employees.

Training other than under the Apprenticeship Plan will be known as the "Tradesman B - Training Program".

22:07 The Company will recognize the following trades for the Tradesmen B - Training Program: Machinist, Electrician, Diesel Mechanic - (Industrial Mechanic), Welders, Millwrights, Carpenters.

22:08 The following "Definitions of Classifications" will apply to "Tradesman B" and to Tradesman B Trainees: Grade "B" Tradesman

- (1) Completion of four (4) years (48 months) approved training in tradesmen trainee program, commencing with twelve (12) months as helper, etc.
- (2) Holder of fishing chief engineers, or 4th class Marine (M.O.T.) Ticket, plus two (2) years (24 months) experience as a trawler chief engineer.
- (3) Minimum four (4) years (48 months) proven experience and training in work associated with trade for which classification is being sought.

2nd and 3rd Year Trainee Tradesmen:

Satisfactory completion of twelve (12) months' work in lower wage category.

1st Year Trainee Tradesmen:

Twelve (12) months as a maintenance helper.

22:09 Wage paid to Tradesmen B Trainee shall be based on the following schedule:

Maintenance Helper - As per "Schedule B"

First Year Tradesman B Trainee - 83 percent of Tradesman B Rate

Second Year Tradesman B Trainee - 87 percent of Tradesman B Rate

Third Year Tradesman B Trainee - 92 ½ percent of Tradesman B Rate

- 22:10 Upon completion of five (5) years as certified Tradesman B in a trade recognized by the Provincial Government Apprenticeship Board, the employee will then qualify for the journeyman "A" Rate. Tradesman "B" who receive Journeyman Rate cannot advance to the "AA" rate.

Definition of Journeyman "A" classification:

1. Holder of the Provincial Government Journeyman Certificate or
2. Five (5) years' experience with the Company as a certified Tradesman B, recognized by the Provincial Government Apprenticeship Board.

Definition of Journeyman "AA" classification:

1. Holder of the Provincial Government Journeyman certificate plus two (2) additional years of experience as a certified Journeyman "A".

ARTICLE 23 - Technological Change

- 23:01 In keeping with the Company's policy of having employees informed as much as possible and practical, the Company agrees to communicate and consult with the Union on technological change. Every attempt will be made to place employees whose jobs may become redundant due to technological change, and where employees cannot be placed, the Company will provide the maximum notice possible for any impending termination or lay off.

ARTICLE 24 - Harassment Based on Gender

- 24:01 The Company and the Union agree to take every reasonable action to eliminate sexual harassment in the workplace.
- 24:02 Complaints under this Article will be dealt, by the employer and the Union, with all possible confidentiality.

ARTICLE 25 - Casual Hirings

- 25:01 This Article is intended to apply to the use of casual employees, all as defined herein, during the term of this Collective Agreement. The Company confirms that casuals shall not be used to displace or reduce the number of full-time employees required by the Company to carry out its normal operations at the Plant.
- 25:02 For the purpose of this Article and to assist the parties in the administration of the Collective Agreement, the following definition shall apply:
- Casual employees are defined as individuals employed by the Company as required, to work without any notice or with very short notice, to fill short-term vacancies or provide additional manpower, on an hourly or daily basis. There shall be no accumulation of hours for casuals for the purpose of positioning on the Casual List, or for the purpose of gaining seniority.
- 25:03 Where casuals are hired, they shall be paid at the rate of the job in the relevant Department, including the premium under Article 7.04 when doing the work described therein.
- 25:04 Where there is a shortage of regular work for seniority employees in their own Departments, they may replace any casuals employed in another Department, provided they can perform the work required, and have advised their foreman of their desire to continue at work. Such replacements are only to apply where there is at least one-half (1/2) hour of work available to the seniority employee.
- 25:05 (a) Subject to the following paragraphs, the order of employees on the Casual List as it exists on the date of signing of this Agreement, shall be the order for the duration of the Agreement. The list will be posted at the first of each month.
- (b) Provided the Company deems the casual employee to have the ability to do the job, casual employees will be called from the Casual List in the order the employee's name appears on the List (meaning the first one on the list is to be called first, and so on).
- (c) An employee who has not worked for a period of six (6) months from the last day worked shall be removed from the casual list. If an employee returns to work after removal from the list, the employee's name shall be placed at the bottom of the list.
- (d) When the Company posts a permanent vacancy or new position, casuals having the ability to perform the work shall be offered permanent employment. Casual employees accepted in permanent Positions will not be required to complete the probationary period, unless they have not had the equivalent of sixty (60) working days in the position to which they have been permanently assigned.

- 25:06 In lieu of holidays, pursuant to the Newfoundland and Labrador *Labour Standards Act*, for each two hundred (200) hours worked, casuals shall be paid eight (8) hours at the straight time rate, up to a six (6), eight (8) hour payments.
- 25:07 Casuals have no right to attain or accrue seniority and have no other benefits related to their employment except as provided in this Article. Casuals who have worked, or the Company anticipates will work, a total of 1200 hrs in one year, will be added to the Seniority list.

ARTICLE 26 - Amendment

- 26:01 Subject always to the right of determination as in the following article provided, it is distinctly understood and agreed that the Agreement is in no way to be regarded as being rigid or inflexible, but that it may be amended, altered, or changed from time to time as may be agreed in writing by and between the parties hereto, and such amendments, alterations, or changes, when so agreed upon, shall have full force and affect, and form part of this Agreement immediately after it is so agreed upon. In the event of any alterations, amendments, or changes being agreed to by both parties, then and in such case only, shall this Agreement be amended, altered, or changed and shall thereafter continue in force as Article 27 provided.

ARTICLE 27 - Term of Agreement

- 27:01 This Collective Agreement shall come into full force and effect the 1st of July 2020 for a period of four years from that date (to June 30, 2024), following which it shall automatically renew itself from year to year unless notice is given by either party to the other within ninety (90) days next preceding the thirtieth day of June, 2024 or anniversary date thereof, of a desire to amend or terminate this Agreement. For the purpose of retroactivity, only the wage adjustments specified in Schedule "A" shall apply for hours worked since July 1, 2020, and all other provisions shall apply prospectively from the date of signing of this Agreement. For greater certainty, there shall be no retroactivity of the new wage rate for Forklift/Machine Operators which comes into effect upon the signing of this Agreement.
- 27:02 During the course of any negotiations subsequent to such notice being given, the Collective Agreement shall remain in full force and effect.
- 27:03 It is understood that this Collective Agreement replaces agreements and understandings that may have been in effect by and between the parties hereto or any of their predecessors.
- 27:04 This Agreement shall be the complete and full statement of the Collective Agreement between the Employer and the Union and in no way shall be affected by any past practice or custom at the Plant.

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

SIGNED, SEALED AND DELIVERED in the presence of:

GRAND BANK SEAFOODS, a division of
Clearwater Seafoods Limited Partnership


FISH FOOD AND ALLIED
WORKERS (FFAW/Unifor)


DARREN BOWEN


GREG PRETTY


CHARLES BAKER


ROSS FORSEY


ROBERT PERIERA


WITNESS

SCHEDULE "A"

	Jul 1, 2020	Jul 1, 2021	Jul 1, 2022	Jul 1, 2023
Clam Department				
• Grading General	\$18.09	\$18.49	\$18.94	\$19.44
• Grading Scanner	\$18.34	\$18.74	\$19.19	\$19.69
• Packing General	\$18.09	\$18.49	\$18.94	\$19.44
• Packing Scanner	\$18.34	\$18.74	\$19.19	\$19.69
• Forklift/Machine Operators (Hayssen, Cartoner, Shanklin and Grader Operators)	\$18.34	\$18.74*	\$19.45	\$19.95
• Clean-up	\$18.09	\$18.49	\$18.94	\$19.44
Masago/Propeller Clam Department				
• Masago/Propeller General	\$18.09	\$18.49	\$18.94	\$19.44
• Masago/Propeller Scanner	\$18.34	\$18.74	\$19.19	\$19.69
• Forklift	\$18.34	\$18.74*	\$19.45	\$19.95
• Clean-up	\$18.09	\$18.49	\$18.94	\$19.44
Other Product Processing Department				
• TBD	\$18.09	\$18.49	\$18.94	\$19.44
Shipping Department				
• Cold Storage Shipper General	\$18.09	\$18.49	\$18.94	\$19.44
• Cold Storage Shipper Forklift	\$18.34	\$18.74*	\$19.45	\$19.95
Vessel Discharge				
• Lift/Crane Operator	\$18.34	\$18.74*	\$19.45	\$19.95
• Discharge	\$18.09	\$18.49	\$18.94	\$19.44
Charge Hand \$.50 per hour over base rate				
<u>Maintenance Classifications</u>				
(a) Process Flow Technician	\$25.36	\$25.76	\$26.21	\$26.71
(b) Journeyman Millwright	\$25.36	\$25.76	\$26.21	\$26.71
(c) Journeyman Electrician	\$27.36	\$27.76	\$28.21	\$28.71
(d) Carpenter	\$25.36	\$25.76	\$26.21	\$26.71
(e) General Maintenance Labour	\$19.19	\$19.59	\$20.04	\$20.54
(f) Refrigeration 3rd Stationary	\$25.36	\$25.76	\$26.21	\$26.71
(g) Refrigeration 4th Stationary	\$25.36	\$25.76	\$26.21	\$26.71
(h) Refrigeration (Training)	\$23.21	\$23.61	\$24.06	\$24.56

* The wage rate for Forklift/Machine Operators (Hayssen, Cartoner, Shanklin and Grader Operators) shown for July 1, 2021 will increase to \$19.00 upon the date the Collective Agreement is signed. There will be no retroactivity of this .26 cent increase in rate.

** Shift Differential for Shift Engineers shall be ten (10) cents per hour on 4pm – midnight shift and twenty (20) cents per hour on midnight – 8am shift.

***Shift premium pay for Shift Engineers shall be two dollars and ten cents (\$2.10) cents per hour on Saturday and three (\$3.00) dollars per hour on Sunday.

**** Shift premium pay for Clean-up Crew shall be twenty (20) cents per hour on midnight – 8am shift.

SCHEDULE "B"

GRAND BANK SEAFOODS
SENIORITY LIST

As of Date of Signing of Collective Agreement

FULL TIME

	NAME	DATE OF HIRE	CLASSIFICATION
1	Max Hanham	Feb 19-1992	Maintenance
2	Raymond Clarke	Feb 19-1992	Grading Room
3	Charles Baker	Feb 19-1992	Packing Room
4	Ross Forsey	Feb 19-1992	Janitor
5	Florence Cox	Feb 20-1992	Packing Room
6	Brenda Perry	Feb 20-1992	Packing Room
7	Gustave Ralph	March 30-1992	Grading Room
8	Sue Ann Bungay	March 30-1992	Grading Room
9	Jerry Trimm	March 30-1992	Packing Room
10	Sam Hatcher	March 30-1992	Packing Room
11	Wanda Baker	March 12-1993	Packing Room
12	Jack Osmond	March 30-1992	Janitor
13	Beverley Brooks	March 30-1992	Packing Room
14	Marguerite Peach	March 30-1992	Grading Room
15	Reuben Peach	March 30-1992	Carpenter
16	Barry Clarke	March 30-1992	Packing Room
17	Elizabeth Hiscock	March 30-1992	Grading Room
18	Calvin Douglas	March 12-1993	Grading Room
19	Robert Riggs	March 12-1993	Packing Room
20	Lloyd Banfield	March 12-1993	Clam Worker
21	Harold Cumben	March 30-1992	Grading Room
22	Roy Simms	March 12-1993	Clam Worker
23	Chris Trimm	March 30-1992	Clam Worker
24	Edgar Osmond	March 30-1992	Cold Storage
25	David Warren	March 30-1992	Cold Storage

26	Karen Barnes	April 2-1992	Grading Room
27	Melva Clarke	April 2-1992	Grading Room
28	Catherine Hatcher	April 2-1992	Grading Room
29	Edith Hatcher	April 2-1992	Clean Up
30	Christine Evans-Lake	April 2-1992	Clam Worker
31	Sandra Wells	May 8-1992	Clam Worker
32	Daisy Prior	May 8-1992	Clam Worker
33	Carl Mavin	Sept 1-2001	Journeyman A
34	Mike Kelland	Sept 22-2001	Grading Room
35	Alvina Hillier	April 29-2008	Clam Worker
36	Brian Piercey	April 29-2008	Shipping
37	Chris Emberley	March 10-2009	Refrig. 4th Stationary
38	Mike Abbott	June 14-2011	Refrig. 4th Stationary
39	Kerry Price	March 25-2013	Maintenance Technician
40	Keith Senior	April 1-2013	Regrigeration Class B
41	Norman Peach	April 15-2013	Shipping
42	Ford Kirby	Jan. 14, 2013	Refrig. 4th Stationary
43	Merril Meade	Aug 19-2013	Shipping
44	Alysia Ralph	April 14-2014	Grading Room
45	Tyler Stacey	July 21-2014	Cold Storage
46	Larry Langdon	June 22-2015	Grading Room
48	Bailey Peach	Aug 7-2015	Clam Worker
49	Andrew Follett	May 30-2016	Packing Room
50	Robert Periera	July 19-2016	Clam Worker
51	Adam Benteau	Sept 20-2016	Clam Worker
52	Kyle Skinner	Jan 9-2017	Clean Up
53	Jamie Forsey	April 24-2017	Clam Worker
54	Ann Savoury	April 24-2017	Clam Worker
55	James Fleming	April 24-2017	Clam Worker
56	Betty Price	April 24-2017	Clam Worker
57	Mark Downey	April 24-2017	Clam Worker

58	Matthew Osmond	April 24-2017	Clam Worker
59	Andrew Hatcher	May 1-2017	Clam Worker
60	Dwayne White	May 8-2017	Clam Worker
61	Brandon Marks	Nov 20-2017	Clean Up
62	Gerard Wells	Jan 22-2018	Cold Storage
63	Brian Bungay	Nov 15-2018	Clam Worker
64	Kurtis Skinner	Mar 11-2019	Clean Up
65	Steven Hillier	April 29-2019	Cucumber
66	Austin Hillier	May 13-2019	Clean Up
67	Ryan Mullins	July 7-2020	Clean Up
68	Brian Newport	Oct 26-2020	Clean up
69	Randy Stacey	Dec 1-2020	Cucumber
70	Gerald Stacey	Dec 1-2020	Cucumber
71	Zachary Ayres	Feb. 1-2021	Clean Up
72	Deon Grandy	June 1-2021	Clean Up
73	Lillian Marks	June 23-2021	Cucumber
74	Robb Bungay	July 26-2021	Electrician
75	Stephen Parsons	Aug. 04-2021	Clean Up
76	Chris Savoury	Aug. 30-2021	Clean Up
77	Leonard Osbourne	Sept. 24-2021	Clean Up

LETTER OF UNDERSTANDING

Where, during the term of the Collective Agreement, the Company determines it is necessary to use a bargaining unit employee to pick up or deliver material by use of its own vehicle, Edgar Osmond, or if he is not available at the time such transportation is needed, the senior available employee, will be assigned to that task. Notwithstanding the foregoing, the Company retains the right to ensure that the person sent for the delivery or pick-up has the skill and the knowledge to competently and efficiently accomplish the task. This Letter only applies to pick-ups and deliveries that are initiated (begin) during the day shift.

For greater certainty, this Letter does not preclude the Company from assigning managers, delivery services and taxi services to pick-up and/or deliver company parts, material or other items either in that person's and/or the Company's own vehicle, or rented vehicle.

Grand Bank Seafoods, a division of Clearwater
Seafoods Limited Partnership

Per: _____

Fish, Food and Allied Workers/Unifor
(FFAW/Unifor)

Per: _____

LETTER OF UNDERSTANDING

"Landing Port"

If and when the *Arctic Endurance*, *Belle Carnell*, or *Anne Risley*'s regular landing port is Grand Bank, the Company agrees to discuss the work arrangements with the Union.

Grand Bank Seafoods, a division of Clearwater
Seafoods Limited Partnership

Per: _____

Fish, Food and Allied Workers/Unifor
(FFAW/Unifor)

Per: _____

LETTER OF UNDERSTANDING

All employees will have the option of working seven-day cycles to a maximum of four cycles provided that within any seven day cycle the employee does not exceed a total of 60 hours. If the employee works more than 60 hours, he/she must have a day of rest immediately.

Grand Bank Seafoods, a division of Clearwater
Seafoods Limited Partnership

Per: _____

Fish, Food and Allied Workers/Unifor
(FFAW/Unifor)

Per: _____

LETTER OF UNDERSTANDING

As a result of discussions held during collective bargaining in regard to the Company scheduling double shifts of less than a full week of work, the Company agrees to use its best effort to avoid scheduling double grading shifts for partial weeks of more than two days and to only do so where there is no viable alternative to hold off grading and provide a full week of double shifts.

Grand Bank Seafoods, a division of Clearwater
Seafoods Limited Partnership

Per: _____

Fish, Food and Allied Workers/Unifor
(FFAW/Unifor)

Per: _____

LETTER OF UNDERSTANDING

SEVERANCE and PENSION

The Company and the Union agree they will, in July 2022 or at a time mutually agreeable to the parties, review the progress of adding severance pay and pension to the collective agreement.

**GRAND BANK SEAFOODS, a
Division of Clearwater Seafoods Limited
Partnership**

**FFAW/UNIFOR FISH, FOOD & ALLIED
WORKERS**

Per: _____

Per: _____

LETTER OF UNDERSTANDING

NATIONAL TRUTH AND RECONCILIATION DAY

Should Clearwater Seafoods decide to give a paid holiday for National Truth and Reconciliation Day, Grand Bank Seafoods will add the holiday to this Collective Agreement for the purpose of Article 12, Holidays.

**GRAND BANK SEAFOODS, a
Division of Clearwater Seafoods Limited
Partnership**

**FFAW/UNIFOR FISH, FOOD & ALLIED
WORKERS**

Per:_____

Per:_____