



FFAW | UNIFOR
Fish, Food & Allied Workers

Collective Agreement

between

**Fish, Food and Allied Workers
(FFAW-Unifor)**

and

Ocean Choice International L.P. – St. Lawrence

Effective:

January 1, 2020

to

December 31, 2022

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Preamble

The Company and the Union recognize that due to the ever changing demands of the customer and the unpredictable nature of the raw material supply, the Company is operating in a highly competitive market. To remain in business in this market requires that the Company and its employees be flexible and prepared to make constant operational changes in the way in which the Company does its processing and produces its products. It is recognized by both parties that all of these changes are driven by the customer and raw material supply and are necessary in order to maintain the business.

Article 1 – Recognition

- 1:01 The Company recognizes the Union as the sole and exclusive bargaining agent for all employees of Ocean Choice International L.P. working at the seafood processing plant in St. Lawrence NL , save and except those working in managerial or supervisory functions or those whose work is confidential.
- 1:02 Persons not in the bargaining unit will not perform work done by bargaining unit employees except to:
- a) demonstrate or instruct;
 - b) job of short duration for which no members of the bargaining unit is readily available; and/or
 - c) in case of emergency.
- 1:03 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 or labour under contract to the Company. However, the Company agrees not to sub-contract out work normally done by the employees within the bargaining unit provided there are employees with the necessary skills and ability who are available to perform the work.
- 1:04 The Company will not make any individual agreements with any member of the bargaining unit directly or indirectly in conflict with provisions of the agreement.

Article 2 – Union Security

- 2:01 The Company will give preference of employment to Union members except those who have quit or have been dismissed and employ only union members when such are available and are capable in the opinion of the plant manager of doing work efficiently for which they are to be hired.
- 2:02 It is to be a condition of employment that all prospective employees, not already a union member, sign application forms to join the Union prior to commencement of work with the Company. The Company, upon hiring, shall deduct from the wages of such employees' union dues and any initiation fees on a weekly basis and any other general assessment. The Secretary-Treasurer of the Fish, Food and Allied Workers (FFAW-Unifor) will advise the company in writing of the amount to be deducted. The amount deducted to be forwarded to the provincial office of the Fish, Food and Allied Workers no later than the 15th of each month.
- 2:03 The Company shall make it a condition of employment that every member who is now a member or thereafter becomes a member of the Union shall maintain his membership therein.
- 2:04 The Company agrees that the Union can conduct the following activities on company time:
- a) when the grievance committee, officers or stewards are called upon by management of the company to meet with them; and
 - b) when a member of the grievance committee, or union officers or steward is called upon by step 1, step 2 or step 3 of the grievance procedure to handle a grievance on the plant premises, provided that prior permission from the supervisor is secured. Such permission shall not be unreasonably withheld.
- 2:05 The Company will recognize a plant grievance committee consisting of three (3) members of the bargaining unit and in addition one (1) shop steward in each plant department.

2:06 The Company will contribute nine hundred (\$900.00) per year to an education fund. This contribution will be paid in September of each year for the duration of this contract.

Article 3 – Management Rights

3:01 All functions, rights, powers and authority which the employer has not specifically abridged, delegated or modified by this agreement are recognized by the union as being retained by the employer.

Article 4 – Employee Rights

4:01 Any disciplinary action taken by the employer with respect to an employee may be the subject of a grievance under the grievance procedure set out in Article 19 of this agreement.

4:02 No discrimination will be exercised in the employment, retention or conditions of employment of an employee because of membership in the Union or for accepting positions, serving on committees or representing employees covered by this agreement.

4:03 The Company agrees that when an employee is called in on a disciplinary matter pertaining to his/her work performance that will form part of his/her record, he/she will be accompanied by the shop steward although the employee may request the shop steward to leave the meeting. If the employee is to be interrogated by the Company as part of a disciplinary procedure, the Company will notify the Union prior to this interrogation taking place and the employee so concerned has the option prior to this meeting of not having the shop steward present. For other matters, the employee may be accompanied by a shop steward if he/she so desires.

4:04 Copies of documents held in the bargaining unit employee's personal files will be made available to the employee, if pertinent to an impending arbitration hearing.

4:05 All new employees shall be introduced to their department shop steward.

Article 5 – Strikes and Lockouts

5:01 The Union agrees that during the life of this agreement, there shall be no strikes, sit-down, suspension or slowdown of work, picketing or any other interference with the employer's business. To this end the Union will take affirmative action to prevent any employee covered by this agreement from going on strike or suspending or slowing down his/her work or picketing, or otherwise interfering with the employer's business. The Company agrees that there shall be no lockout of employees during the term of this agreement.

5:02 It is agreed that there shall be no strike by or lockout of employees during the course of negotiations for a renewal or extension of this agreement until an attempt has been made in good faith to settle any differences.

5:03 In the event that the procedure for settlement of contract negotiations has not been completed in accordance with the Labour Relation Act, the Union agrees to give the Company seven (7) days' notice of its intention to strike. The Company agrees to give the Union seven (7) days' notice of its intention of any lockout action.

5:04 The Union agrees that in the event of a strike or stoppage of work, no attempt will be made by the Union to interfere in any way with the movement of engineers or prevent them from performing their work in connection with the maintenance of plant refrigeration and heating units or any plant equipment or in the provision of necessary personnel to do warehousing work for the preservation of existing stocks except in an effort to defeat the strike or stoppage of work.

5:05 Notwithstanding the above, no employee shall be required to cross a picket line at the premises of any other employer or engage in work which involves the processing, handling or transportation of any goods which have been shipped or diverted from any premises where there is a dispute between the

Company, shipper or his/her agent or forwarder and any outside Union performing work similar to that being performed by the members of the Union which is party to this agreement.

5:06 In the event of any emergency in case of necessary maintenance, the union agrees to supply the employees required to do the job when so requested by the Company.

Article 6 – Union Access

6:01 The business agent 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 union official shall first notify the management of his presence and indicate the nature of his business. He shall not disrupt normal company operations.

Article 7 – Union Officers

7:01 The Union will keep the Company advised of the employees who are to act as official representatives of their membership to deal with the management in matter pertaining to the proper administration of the agreement during its term.

7:02 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 whose permission shall not be unreasonably withheld, unless volume and/or quality of raw material necessitates same.

7:03 All grievance in Steps 1, 2 and 3 shall be processed promptly on Company time with no loss of pay or benefits to employees involved.

7:04 Union officers will be permitted to leave their regular duties during working hours in order to deal with union business provided they first obtain permission of their immediate supervisor. Such permission shall not be unreasonably withheld.

- 7:05 Union officers will be granted a leave of absence without pay for the purpose of meeting with management to negotiate a renewal of the collective agreement. During such absence, vacation and seniority rights shall continue to accumulate.
- 7:06 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.
- 7:07 One (1) member of the local union executive shall be granted two (2) hours off with pay once every two (2) weeks for the purpose of preparing an agenda and minutes for the Labour/Management Committee meeting.

Article 8 – Working Conditions

- 8:01 The Company agrees to provide and maintain the following:
- (a) adequate and suitable modern toilet facilities for both male and female employees. Install exhaust fans in both male and female washroom; and
 - (b) adequate and clean, cool drinking water in the plant.
- 8:02 Employees shall not be required to work in cold storage in the plants unless they have adequate clothing on hand to wear. Suitable coats, mitts and footwear for two (2) people working in cold storage shall be provided by the Company (see 8:06(f)).
- 8:03 (a) The Company agrees to maintain adequate space for hanging aprons and coats.
- (b) The Company agrees to maintain adequate space for hanging rubber clothes for butchers and cleanup personnel.
- 8:04 The Company agrees to maintain the existing lunchroom facilities for wharf workers and in future expansion to construct a new lunchroom.

8:05 The Company agrees to provide suitable lunchroom facilities for employees. The Company agrees to install two microwave ovens for the lunchroom.

8:06 The Company agrees to provide the following:

- a) All production workers to receive:
 - one (1) cap per season
 - one (1) good quality apron
 - seven (7) pairs of gloves

- b) Crab Butches (including service workers) to receive:
 - one (1) cap per season
 - seven (7) pairs of blue gloves per season
 - one (1) suite of rubber clothes per season. Rubber clothes to be of good quality.

- c) Forklift Operators other than groundfish workers to receive:
 - one (1) cap per season
 - one (1) suit of rubber clothes per season. Rubber clothes to be of good quality.

Forklift Operators groundfish to receive:

- one (1) cap per season
- one (1) pair of rubber clothes every six (6) working months. Rubber clothes to be of good quality.

- d) Cutter & Trimmers to receive:
 - one (1) cap per season
 - one (1) knife per season

Cutters & Trimmers groundfish to receive:

- one (1) cap per season
- one (1) knife every five (5) working months

- e) Discharge crew to receive:
 - one (1) cap per season
 - two (2) pairs of rubber gloves per season

one (1) suit of rubber clothes per season. Rubber clothes to be of good quality.

- f) Cold Storage Workers to receive:
one (1) cap per season
suitable coats, mitts and footwear (for two (2) people)
- g) Maintenance Workers & Engineers who work both shellfish and groundfish will receive two (2) pairs of coveralls every six (6) working months and one pair of waterproof workboots every year.

Maintenance Workers who work only shellfish will receive:
one (1) cap per season
one (1) pair of coveralls per season

- h) Clean-up Crew groundfish to receive:
one (1) cap per season
two (2) suits of rubber clothes of good quality
seven (7) pairs of gloves

Clean-up Crew shellfish will receive:
one (1) cap per season
two (2) suits of rubber clothes of good quality
seven (7) pairs of gloves.

- i) people who do broken sections shellfish will receive two (2) pairs of rubber gloves per season.
- j) all workers, including janitor, will receive one (1) pair of work boots every three (3) years.

8:07

- a) all free issues of clothing and equipment remain the property of the company and must be returned upon request.
- b) choice of OCI cap or cooler bag for all workers.
- c) employees who receive rubber clothing will have the option to take one (1) suite of rubber clothes or one (1) pair of rubber boots per season.

8:08 Tool Allowance

The Company agrees that maintenance employees who use their own tools are entitled to ten cents (\$0.10) per hour worked. Care, maintenance and replacement of tools are to be the responsibility of the employee. The Company will replace broken tools provided they are turned in by the employee and under warranty.

Article 9 – Wages

9:01 Friday of each week shall be the payday for the previous week, and pay cheques shall be available to all worker not later than 12:00 p.m. (noon) on that day and the night shift workers not later than 12:00 a.m. (midnight) on the Thursday night shift.

9:02 Pay envelopes and cheques shall be accompanied by a statement showing the period covered, the number of hours worked, regular time and overtime, as well as any deductions.

9:03 The rate of wages of all employees covered by this agreement shall be set forth in Schedule 'A' of this agreement. These rates shall not be altered except by mutual consent of parties hereto.

9:04 Should classifications within the bargaining unit be created other than those contained in Schedule 'A', the rate of pay for such classifications shall be agreed to by the parties and shall thereafter become part of the Schedule 'A' of this agreement.

Article 10 – Preservation of Rates

10:01 Should an employee be temporarily transferred to a position carrying a higher rate than his/her regular job, he/she shall be paid the rate for that higher paid job.

- 10:02 Should an employee be temporarily transferred to a position carrying a lower rate of pay, he/she shall retain his/her regular rate of pay except in cases of seasonal layoff where his/her regular classification has been phased out for the season. The employee then must accept the applicable rate for whichever classification his/her seniority entitles him.
- 10:03 Temporary employees shall be entitled to the rate of pay for probationary employees (see Appendix I).

Article 11 – Hours of Work

- 11:01 The regular work day shall be eight (8) hours per day and the regular work week shall be forty-eight (48) hours Sunday through Saturday inclusive. The work day shall start at 12:00 a.m. midnight and end twenty-four (24) hours later.
- 11:02 All work on Sunday will be optional and voluntary.
- 11:03 The normal daily hours of work and the starting times of each working shift will be set, posted or communicated to the employees by the Company having due regard to the requirements of the plant, the perishable nature of the raw material and the interest of the employees. The company shall, where possible, give all employees required at least four (4) hours notice of the time work will commence on any day or shift.
- 11:04 Employees shall have meal break periods of not less than one-half (1/2) hour which shall be scheduled between 11:30 a.m. and 1:30 p.m. For the day shift and that the equivalent relevant time for the other shifts. No employee shall be required to work more than five (5) consecutive hours without a meal period.
- 11:05 Employees who do not receive six (6) hours rest between shifts will work only on a volunteer basis.
- 11:07 a) All employees shall be allowed, without loss of pay, rest periods of fifteen (15) minutes each half of each working day or shift provided not less than two (2) hours are to be worked. Rest periods and lunch periods will be scheduled by the company to avoid interruptions in production. It is further agreed that all employees shall be at their posts

and in readiness to commence work at the expiration of the rest period allowed herein. To facilitate this, the "back to work signal" will be rung twelve (12) minutes after the commencement of the break and then at fifteen (15) minutes to denote the re-commencement of work.

- b) A fifteen (15) minute break will be provided when an employee works more than ten (10) hours and will not be relieved within the next hour.

- 11:08 Shift Engineers shall be on a two (2) shift basis to an average of forty-two (42) hours/week with the last two (2) hours at overtime rates. The shift will consist of twelve (12) hours per day.
- 11:09 Employees other than casual, called for their regular shift shall be paid a minimum of four (4) hours at the appropriate rate.
- 11:10 Employees called back to work outside their regular hours shall be paid a minimum of four (4) hours at the appropriate rate. Employees called back to work under this clause shall not be required to work on jobs unrelated to the purpose of the call back. This clause is not to apply to overtime scheduled in advance.
- 11:11 When a statutory holiday named in this agreement occurs on a regular scheduled work day, the regular weekly hours shall be reduced accordingly.
- 11:12 All employees shall be granted five (5) minutes wash up time at the end of each work day. This time to be used according to the rules of the Labour/Management Committee.
- 11:13 Within the classification, less senior employees can be replaced by senior employees who have been displaced as a result of shortage of work lasting over one hour.
- 11:14 Company agreed to maintain clock in production area.
- 11:15 Direct deposit is optional.

Article 12 – Overtime

- 12:01 All hours worked in excess of forty (40) consecutive regular hours in any calendar week, or in excess of eight (8) hours in any given shift, shall be at the rate of one and one-half (1.5) the employees' regular rate.
- 12:02 There shall be no pyramiding of overtime or other premium pay.
- 12:03 All overtime shall be voluntary.
- 12:04 Time and one-half (1.5) in addition to holiday pay will be paid for all hours worked on paid holidays.

Article 13 – Vacation

- 13:01 All employees shall receive vacation pay at five percent (5%) after twelve (12) seasons.
- 13:02 Vacation pay to be paid weekly or as per individual.

Article 14 – Statutory Holidays

- 14:01 (a) Employees who are eligible shall receive holiday pay of eight (8) hours at their basic rate for each of the following holidays:
- | | |
|-----------------|-------------------------|
| Labour Day | Floater after 500 hours |
| Good Friday | New Year's Day |
| Canada Day | Christmas Day |
| Remembrance Day | |
- (b) The floater may be used in the year of qualification or carried over to the following year at the employee's discretion.

- 14:02 Should a holiday fall on a Sunday, the day proclaimed in its stead will be observed.
- 14:03 To be eligible for holiday pay, an employee must have attained seniority, worked the week before and the week in which the holiday occurs.
- 14:04 Employees on layoff, long-term illness or disability or approved leave of absence shall not be entitled to holiday pay.
- 14:05 The day proclaimed for each of the foregoing holidays shall be observed unless the parties can agree upon an alternate day mutually acceptable to both of them.

Article 15 – Safety

- 15:01 Employees will be required to familiarize themselves with the potential hazards associated with their duties; however, they will not be expected to perform dangerous work, and if ordered to do so may refuse because of the danger involved.
- 15:02 It is agreed that as soon as possible after the signing of this agreement, an Occupational Health and Safety Committee be established comprising of at least two (2) plant employees nominated by the Union and two (2) representative of the employer.
- 15:03 The Occupational Health and Safety Committee established under Article 15:02 will consider any unsafe working conditions not specifically covered by this agreement and make recommendations concerning the elimination of hazards and the prevention of accidents in and around the plant.
- 15:04 Both parties agree to make every effort to comply with the recommendations of the Occupational Health and Safety Committee.

- 15:05 The Occupational Health and Safety Committee shall meet at least once every month and make a report in writing. A copy of the committee's report shall be sent to the Safety Branch of Workplace NL as well as to the Union and to the Occupational Health and Safety Division, Department of Advance Education, Skills and Labour.
- 15:06 The Occupational Health and Safety Committee shall meet during working hours without loss of pay for committee members. (limit to one (1) hour per meeting).
- 15:07 The Occupational Health and Safety Committee will take tours of the entire plant once a month, checking for unsafe conditions, practices or machinery and make a report in writing. During this tour an inspection of the first aid kit will be made to ensure the proper materials are provided.
- 15:08 The Occupational Health and Safety Committee shall accompany the Government Safety Inspector when he/she makes their annual inspection.
- 15:09 a) In the event that the plant is evacuated due to a severe ammonia leak, employees shall remain on pay within regular hours as required by the company until release. Work shall resume as required by the Company when conditions are acceptable. The conditions will be monitored by an air sampler provided by the Company according to Workplace NL standards.
- b) Air in air tanks (Survive Air) shall be changed every three (3) months. A suitable gas mask will be located in the vicinity of the main valve for fresh water.
- 15:10 An employee sent the hospital or clinic will be paid for time missing from that shift to maximum of the entire shift including overtime. When discharged and declared fit for work, the employee must return to work.
- 15:11 There shall be at least two (2) evacuation drills held per season, one (1) in July and one during the peak of the season on each shift (night & day) of the Company per year.

15:12 The Company agrees to supply the following safety items during the term of the collective agreement:

- a) one (1) welding jacket
- b) one (1) pair of welding gloves
- c) required eye and ear protection

15:13 No unauthorized individuals will be allowed in maintenance shop.

Article 16 – Seniority

16:01 Seniority shall mean accumulated service from the recent date of hire. Seniority lists showing for each employee listed thereon, (a) name, (b) classification and (c) employment seniority day, shall be posted every six (6) months in the plant. Employees shall have thirty (30) days after (or their return to work after layoff, sick leave, leave of absence or vacation) to protest in writing any errors or omissions. A copy of each list shall be forward to the Provincial Office of the Union at the same time as it is posted at the plant. The Company shall provide the Union with all necessary information relating to the following matters for employees within the bargaining unit.

- a) a list of employees including their names, addresses, phone numbers and classification ranked according to seniority;
- b) job postings and job awards;
- c) hirings, discharges, suspensions and written warnings.

16:02 New employees will be regarded as probationary for the first sixty (60) working days in a calendar year, but upon the successful completion of a probationary period the employee's seniority shall be dated as of the most recent date of hire in the calendar year. During the probationary period, dismissal for lack of aptitude shall not be subject of

grievance; however, all other terms of the agreement shall apply.

Employees with fifty-five (55) days or more, accumulated service during 2002 and/or 2003 will carry these days forward to 2003 only. The employee's seniority shall be dated as of the most recent date of hire in 2002.

Employees upon being hired shall sign-on giving time, day, month and year.

- 16:03 a) In matters concerning layoff, recall, promotion, filling vacancies and permanent transfers of employees, the Company will select individuals on ability and seniority within their departments. Where ability is sufficient to perform the required duties, seniority shall govern.
- b) There shall be two (2) shifts of employees when required, namely Shift #1 and Shift #2 and employees who apply for positions on Shift #2 shall remain as Shift #2 employees until they are successful in obtaining another position on Shift #1 by means of a job posting.
- 16:04 Seniority shall be recorded and applied on a plant-wide basis.
- 16:05 Whenever the Company finds it necessary to make a selection for any of the above matters on any basis other than seniority, the Company agrees to review, when the selection is made with the proper union officials or representative its reasons therefore.
- 16:06 a) When overtime is worked it shall be distributed equally among employees in the classification worked.
- b) For the purpose of (a) above, overtime refused by employees shall be recorded as time worked.
- 16:07 Transfers will be based on seniority, with the more senior employee having the right to decline such a transfer except in case of an emergency and providing there is a less senior worker with sufficient ability to perform the required duties. All temporary transfers of employees for a period of two (2) working days shall be at the discretion of the Company,

provided all senior employees with the ability to perform the required duties are already scheduled to work.

- 16:08 a) Vacancies and new positions of a permanent nature within the bargaining unit shall be posted on the plant bulletin board from 12:00 p.m. noon on Monday to 12:00 p.m. noon on Friday with all members of the bargaining unit having the right to apply. Temporary vacancies that are known to be longer than two (2) days' duration will be posted for a period of one (1) day in the respective departments. Employees wishing to transfer to posted position must apply for the transfer. Transfer will be selected on basis of ability and seniority and the successful applicant will be expected to remain in that position for as long as the vacancy exists, unless an individual is successful in obtaining a permanent position by means of a job posting. Should an individual coded as temporary on the seniority list be successful in obtaining a temporary job posting, the temporary worker will retain the rights of a classified worker in that particular classification for as long as the position exists. Furthermore, if the vacancy is anticipated to be for a full season, then employees from either department will be able to apply for the position.
- A temporary vacancy for the purpose of this article shall be defined as positions becoming available due to illness, industrial accident, leave of absence or vacation.
- b) An employee moving to a new position through job postings will be given a fifteen (15) day training period. If unable to perform following the training period, the employee shall be returned to his former position.

16:09 Employees shall retain and accumulate seniority:

- a) while on layoff up to twenty-four (24) months;
- b) while on sick leave, Workers' Compensation, pregnancy leave;
- c) during leave of absence;

- d) if promoted outside the bargaining unit for a period of up to one (1) year;
- e) for purposed of experimental or development fisheries, both parties agree to extend the seniority of employees promoted outside the bargaining unit of more then one (1) year upon mutual written consent.

- 16:10 Employees shall lose all seniority if:
- discharged for just cause;
 - quit;
 - fail to return to work without just cause following layoff and within 7 day after being notified of availability of work. Union executive to be notified prior to dismissal under this clause.
- 16:11 An employee who is unable through injury, illness or advancing years to perform his/her normal duties shall be provided with suitable alternative employment where such exists. Any individual who is diagnosed as have a long-term injury shall be entitled to a new job without a posting provided they have the ability to do the work.
- 16:12 An employee whose job becomes redundant either directly or indirectly because of a job phase out will be allowed to return to his/her former position if it become available within one-year of being officially notified of a job phase out.

Article 17 – Leave of Absence

- 17:01 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 MHA or Federal MP.
- 17:02 When a member of the bargaining unit has been elected to the Town Council of St. Lawrence he/she shall be granted two (2)

hours pay at regular time to attend regularly scheduled council meetings, provided there is work at the plant at this time.

- 17:03 The Company shall grant employees leave of absence of reasons of pregnancy without pay. A pregnant employee shall commence her leave at such time prior to the anticipated date of delivery as is recommended by her physician. The Company shall reinstate the employee at such future date following her pregnancy as is recommended by her physician; however, pregnancy leave shall not exceed nine (9) months unless supported by a medical certificate.
- 17:04 The Company shall grant a leave of absence of up to a maximum of two (2) years without pay to an employee for reasons of bonafide illness, industrial accident or disease. It is understood that such leave of absence may be extended by the mutual consent of the Company and the Union. An employee shall return to work when certified as medically fit by his/her physician.
- 17:05
- a) Employees shall be granted a maximum of three (3) consecutive calendar days bereavement leave with pay where a death occurs in the employee's immediate family: mother, father, legal guardian, sister, brother, spouse or child. Pay for such leave shall be based on scheduled worked time at the employee's straight time rate.
 - b) In the event of the death of an employee's mother-in-law, father-in-law, grandparent or grandchild, the bereavement leave shall be one (1) calendar day which shall be the day of the funeral. Pay for such leave shall be based on scheduled worked time at the employee's straight time rate.
- 17:06 Any leave of absence shall be put in writing with one copy going to the local executive, one copy to the employee and one copy to the Company.
- 17:07 When as a result of an industrial accident on the premises, employees are transport from the plant to a hospital or clinic for treatment, the Company will continue to pay such employees until the end of their regular scheduled shift.

- 17:08 The Company shall grant leave of absence without pay to a maximum of two (2) employees during any calendar year for education purposes. Such leave must be approved in advance and not affect the production of a department.
- 17:09 Upon written request, the Employee will be permitted one week of unpaid Family Leave.

Article 18 – Grievance Procedure

- 18:01 When an employee has a grievance alleging there has been a violation or misrepresentative of the agreement, the employee and/or shop steward shall process such grievance without stoppage of work according to the following procedure:
- Step 1: Discuss the matter, within twenty-four (24) hours of becoming aware of the incident giving rise to the grievance, with the foreman concerned who shall give a decision there on within twenty-four (24) hours.
- Step 2: If the grievance is not resolved by the foreman, the department steward, the chief steward or his designated alternate and the griever shall meet with the foreman and the appropriate supervisor in an effort to resolve the matter. Such a meeting will be held within (3) working days of the conclusion of Step 1 and the management representative will notify the chief steward, department steward and the griever of the decision within twenty-four (24) hours.
- Step 3: If the response is not acceptable, then the grievance shall put in writing and submitted to the plant manager or his designated representative who shall call a meeting within three (3) working days in an effort to resolve the matter. At this stage, such other representatives of the Union as may be designated may be called in by the Union. The matter will be

decided and a written reply given within three (3) working days.

Step 4: If satisfactory disposition of the grievance is not made as a result of the meeting provided for in Step 3 above either party by written notice to the other shall have the right to appeal the dispute to arbitration as herein provided.

18:02 The Union has the right to grieve on behalf of an employee or employees, including the right to claim damages on behalf of the employee(s).

18:03 Grievances arising directly between the Union and the Company shall be submitted at Step 3.

Article 19 – Arbitration

19:01 Any matter in dispute between the Company and the Union involving the interpretation, application, operation or alleged violation of any Article of this agreement may, in the event of failure to reach agreement thereon, be referred by either party to arbitration by an arbitrator.

19:02 The party desiring to submit a matter to arbitration shall deliver to the other party a notice of intention to arbitrate. This notice shall state the matter at issue and shall state in what respect the agreement has been violated or misinterpreted. The notice shall also stipulate the nature of the relief or remedy sought.

19:03 Within five (5) days after the delivery of the foregoing notice, both parties shall meet to agree on the selection of the arbitrator.

19:04 If the parties cannot reach an agreement on the selection of an arbitrator within five (5) days, then either party may require the Minister of Advance Education, Skills and Labour to appoint an arbitrator.

19:05 After the arbitrator has been appointed by the forgoing procedure, the arbitrator shall convene a meeting at the earliest possible date with both parties present. After hearing the

evidence of both parties, the arbitrator shall render a decision as soon as possible, but in no event longer than thirty (30) days following the hearing.

- 19:06 Whenever the incident causing the grievance includes a loss in earnings or a loss in benefits, or part of such loss, shall be reimbursed or restored to the employee. In a disciplinary case, the arbitrator is empowered to order a reduced penalty.
- 19:07 The decision of the arbitrator on the matter at issue shall be final and binding on both parties, but in no event, shall the arbitrator have the power to add to, subtract from, alter or amend this agreement in any respect.
- 19:08 Either party shall be considered to have waived its right to raise preliminary objections to an arbitration proceeding unless it files with the other party written reasons for such preliminary objection at the same time as the reply to Step 3 of the grievance.
- 19:09 The time limits referred to in the foregoing grievance and arbitration procedure may be expanded or compressed by mutual consent, and shall be considered directory as opposed to mandatory.
- 19:10 No grievance shall be lost through error in form or technical irregularity.
- 19:11 Each party shall pay its own costs and the fees and expenses of its witnesses. The fees and expenses of the arbitrator shall be shared equally between the parties.

Article 20 – General

- 20:01 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 endeavors to adjust the matter, but work shall proceed under the existing practices of the company pending settlement between the parties.

20:02 It is understood that this collective agreement replaces all other agreements and understanding that may have been in effect by and between the parties hereto.

Article 21 – Discipline

21:01 When an employee is dismissed or otherwise disciplined for any reasons, the Company shall forthwith notify the Union.

21:02 When an employee is dismissed for just cause, the Company agrees to make his pay available within four (4) hours after dismissal.

21:03 When an employee is reprimanded and the reprimand is to be inserted in the employee's record it shall be set down in writing and the employee concerned shall receive a copy.

21:04 The record of an employee shall be open to inspection by the employee at all times, during office hours or other convenient times. The employee may have an official of the Union accompany him/her for the inspection if he/she so desires.

21:05 The record of an employee shall be cleared of an offence if after the expiration of twenty-four (24) months from the date of the offence, there has been no reoccurrence of the same offence.

21:06 No action shall be taken by the Company on this misdemeanor of an employee after the expiration of twenty-four (24) months from its occurrence, nor shall any misdemeanor be held in any manner against an employee for a period longer than twenty-four (24) months except as permitted by this agreement.

21:07 It is agreed that at all times, the employees will observe the rules of the Company and direction of its supervisors. Both parties agree that the Company has the exclusive right to adopt, revise, and enforce plant rules. The Union will be informed prior to changes or additions to these rules.

Article 22 – Labour/Management Committee

- 22:01 The Company agrees to the establishment of a Labour/Management Committee. The function of the committee shall be to discuss matters of mutual interest and concern and to promote harmonious relations between the parties. It is agreed and understood that the committee will not discuss grievances. The committee shall meet on a bi-weekly basis. Minutes will be recorded and copies will be posted in designated areas for both parties to review.
- 22:02 The committee will have as its objective the improvement of productivity and the efficiency of operation and maintenance of the highest quality product.
- 22:03 It is understood that the committee will not in any way handle grievances or negotiate with the Company on any matter contrary to this collective agreement.

Article 23 – Duration of Agreement

- 23:01 This agreement shall come into effect as of January 1, 2020 and will remain in full force and effect until December 31, 2022 and from year to year thereafter unless notice is given by either party to the other within two (2) months next preceding any anniversary date thereof for the purpose of renewing, amending or otherwise changing the agreement.
- 23:02 Notwithstanding the giving of notice to commence collective bargaining as implied in the above paragraph, it is understood and agreed that the conditions established by this agreement shall remain in full force and effect during negotiations for a new agreement.

IN WITNESS, WHEREOF the parties hereunto affix their seals this

_____ day of _____, 2020.

Ocean Choice International L.P. – St. Lawrence

Witness

FISH, FOOD AND ALLIED WORKERS (FFAW-Unifor)

Witness

Appendix I – Definitions

To assist the parties in the administration of the collective agreement, the following definitions shall apply:

Casual Employees: individuals employed by the Company as required, to work without notice, to fill short-term vacancies or provide additional manpower, on an hourly basis.

Temporary Employees: individuals employed by the Company for jobs of limited duration, to fill short-term vacancies or provide additional manpower, on an hourly basis.

When employed by the Company, casuals have no right to attain or accrue seniority, and have not other benefits except as defined above.

Temporary employees hired under this collective agreement have all the right and benefits of employees who have not acquired seniority under the terms and conditions of this collective agreement.

Schedule 'A'

<u>Classification</u>	January 1, 2020	January 1, 2021	January 1, 2022
Butchers	\$16.60	\$16.85	\$17.10
Cutters	\$16.60	\$16.85	\$17.10
Production	\$16.50	\$16.75	\$17.00
Wharf Crew	\$16.60	\$16.85	\$17.10
Holding Room	\$16.60	\$16.85	\$17.10
Cold Storage	\$16.60	\$16.85	\$17.10
<u>Engineers & Maintenance</u>			
Refrigeration `A`	\$24.07	\$24.32	\$24.57
Refrigeration `B`/4th	\$22.68	\$22.93	\$23.18
Trades B	\$22.11	\$22.36	\$22.61
Journeyman	\$24.07	\$24.32	\$24.57
Office	\$16.85	\$17.10	\$17.35
Probationary	\$15.70	\$15.95	\$16.20
Casual	\$15.30	\$15.55	\$15.80

Lead Hands 25 cents (\$0.25) above the classification rate, retroactive to January 1, 2020.