



**FFAW | UNIFOR**  
Fish, Food & Allied Workers

Collective Agreement

between

Fish, Food and Allied Workers  
FFAW- Unifor

and

Ocean Choice International LP – Fortune

Effective:

January 1, 2021 – December 31, 2024

---

**Contents**

**Preamble** .....1

**Article 1 – Recognition** .....1

**Article 2 – Union Security** .....1

**Article 3 – Management Rights** .....2

**Article 4 – Employee Rights** .....3

**Article 5 – Strikes and Lockouts** .....3

**Article 6 – Union Officers** .....4

**Article 7 – Working Conditions** .....5

**Article 8 – Wages** .....6

**Article 9 – Temporary Assignment** .....6

**Article 10 – Hours of Work** .....7

**Article 11 – Overtime** .....8

**Article 12 – Vacation Pay** .....8

**Article 13 – Statutory Holidays** .....9

**Article 14 – Safety** .....9

**Article 15 – Seniority** .....11

**Article 16 – Leave of Absence** .....15

**Article 17 – Grievance Procedure** .....16

**Article 18 – Arbitration** .....17

**Article 19 – Education Fund** .....18

**Article 20 – General** .....18

**Article 21 – Discipline** .....19

**Article 22 – Labour/Management Committee** .....19

**Article 23 – Duration of Agreement** .....20

**Appendix I – Definitions** .....21

**Schedule ‘A’** .....22

**Schedule ‘B’** .....23

## **Preamble**

The Company and the Union recognize that due to the ever-changing demand 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 LP working at the seafood processing plant in Fortune NL, save and except those working in managerial or supervisory functions, chief engineer/facility manager or those whose work is confidential.
- 1:02 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.
- 1:03 The Company will not make any individual agreements with any member of the bargaining unit directly or indirectly in conflict with provisions of this Agreement.

## **Article 2 – Union Security**

- 2:01 For positions within the bargaining unit 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

management of doing efficiently the work for which they are to be hired.

- 2:02 The Company agrees that as a condition of employment all employees following their probationary period sign application forms to join the Union and the Company agrees to deduct from the wages of such employees, the initiation fees, union dues and any other general assessment flowing from the probationary period. 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 FFAW-Unifor no later than the 15<sup>th</sup> of the following month in accordance with Clause 2:06 of this agreement.
- 2:03 The Company shall make it a condition of employment that every employee who is now a member of hereafter becomes a member of the Union, shall maintain his/her membership herein.
- 2:04 The Company reserves the right to remove any new employee from their classification before the expiration of the sixty (60) day probationary period.
- 2:05 The staff representative or other official representative of the Union will be allowed access to the plant during working hours on union business, having first notified management and received permission. In no event, shall such visits disrupt normal operations or interfere with the progress of the work.
- 2:06 The Company shall supply monthly, on forms provided by the Union and similar to the one attached as Appendix I of this agreement, the names, amounts deducted, telephone numbers and social insurance numbers of employees in the bargaining unit. Names of the new employees of the Company shall be forwarded to the Union monthly.
- 2:07 The Company agrees to acquaint new employees with the fact that a Collective Agreement is in effect and agrees to introduce each new employee to the shop steward in his/her department.

### **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 17 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, a shop steward may accompany the employee if he/she so desires.

4:04 Copies of documents held in the bargaining unit employee's personal file 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 the employers 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 procedure for settlement of contract negotiations has not 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. 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 the event the Company attempts to bring in other workers 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 Officers**

- 6:01 The Union shall keep the company advised of the employees who are to act as official representatives of the membership to deal with the management in matters pertaining to the proper administration of this collective agreement.

6:02 Union officers will be granted leave of absence without pay for the purpose of attending union functions such as schools, seminars and conventions, along with participation in negotiations, conciliations and arbitrations. In all cases, permission to leave work, during working hours shall be obtained from a supervisor and such permission shall not be unreasonably withheld. It is understood that no more than four (4) employees will be granted leave under this clause at any one time.

## **Article 7 – Working Conditions**

7:01 The Company agrees to provide the following:

- a) adequate and suitable toilet facilities;
- b) adequate clean drinking water and **filtration system**
- c) an adequate area for hanging aprons and coats;
- d) suitable lunchroom facilities;
- e) suitable heat for lunchrooms and working areas;
- f) cold storage workers will be rotated at reasonable intervals in and out of cold storage;
- g) gloves will be provided when required;
- h) cutters and trimmers will receive one knife every six (6) months worked.
- i) all employees who are required to wear a uniform will be provided one at hire;
- j) protective clothing will be provided where required in the judgement of the employer;
- k) filleting machine operators, headers and collar bone machine operators will receive one (1) set of rubber clothes every twelve (12) working months and one (1) pair of rubber gloves every four (4) working months;
- l) Forklift operators will receive one (1) pair of rubber clothes every twelve (12) working months;

- m) one (1) pair of rubber gloves every four (4) months as required;
- n) one (1) quality apron every four (4) months as required.

7:02 Tools

The Company agrees that maintenance tradesmen and other company employees who are required to do maintenance work and use their own tools are entitled to compensation as per Schedule B, clause 1.f.

Employees must maintain the tools necessary to perform the work within their classification. Maintenance and replacement of tools are the responsibility of the employee.

### **Article 8 – Wages**

8:01 Every Friday shall be pay day through direct bank deposit and pay stubs shall be enclosed in envelopes and shall be accompanied by a statement showing the period covered, the number of hours worked, as well as any deductions.

8:02 The rates of wages of all employees covered by this agreement shall be set forth in Schedule 'A' of this agreement.

8:03 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 Schedule 'A' of this agreement. If the parties fail to reach agreement, then that matter shall be referred to arbitration.

8:04 A premium of **thirty cents (\$0.30)** per hour will be paid for specialized work involving height and cleaning tanks and boilers.

### **Article 9 – Temporary Assignment**

9:01 Should an employee be temporarily assigned to a position carrying a higher rate of pay than his/her regular job, he/she shall be paid the rate for the higher.



9:02 Should an employee be temporarily transferred to a position carrying a lower rate of pay than his/her regular job, he shall be paid his regular rate of pay provided there is work available to that employee in his regular position.

**9:03 Temporary Assignments for a position of one week or more duration will be posted for one full day. All full-time positions will be posted for seven (7) days.**

### **Article 10 – Hours of Work**

10:01 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 workday shall start at 12:00 a.m. (midnight) and end 24 hours later.

10:02 All work on Sunday will be optional and voluntary.

10:03 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 three (3) hours' notice of the time work will commence on any day or shift.

10:04 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.

10:05 Employee who do not receive ten (10) hours rest between shifts will work only on a volunteer basis.

10:06 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 post and in readiness to commence work at the expiration of the rest period allowed herein. To

facilitate this, "a 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. Employees required to work overtime for three (3) or more hours will be allowed a fifteen (15) minute break after two (2) hours of work.

10:07 Employees other than casuals, called for their regular shift shall be paid a minimum of three (3) hours at the appropriate rate.

10:08 Employees called back to work outside their regular hours shall be paid a minimum of three (3) hours at the appropriate rate.

10:09 When a statutory holiday named in this agreement occurs on a regular scheduled work day, the regular weekly hours shall be reduced accordingly.

10:10 Within the classification, less senior employees will be permitted to complete the shift and shall be replaced by senior employees when there is a shortage of work.

10:11 Employees shall be entitled to one Saturday off per month from May 1<sup>st</sup> to August 31<sup>st</sup> as per operational requirements.

### **Article 11 – Overtime**

11:01 All hours worked in excess of forty(40) hours consecutive regular hours in any calendar week shall be paid the rate of one and one-half (1.5) the employee's regular rate.

11:02 There shall be no pyramiding of overtime or other premium pay.

11:03 All overtime shall be optional and voluntary with the exception of the 9<sup>th</sup> hour, which shall be compulsory and paid at time and one half.

### **Article 12 – Vacation Pay**

12:01 **New Employees shall be paid four percent (4%) vacation during their probationary period. Employees with less than eight (8) years' seniority shall be paid five and one-half percent (5.5%) vacation pay. Employees with eight**

**(8) or more years' seniority shall be paid six (6%) vacation pay.**

12:02 Vacation pay to be paid weekly or as per individual.

### **Article 13 – Statutory Holidays**

13:01 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	Remembrance Day
Good Friday	New Year's Day
Canada Day	Christmas Day

One floating holiday after twelve hundred (1200) hours worked.

b) Time worked on a holiday will be paid at the rate of one and one-half (1.5) times the regular rate in addition to holiday pay.

13:02 Should a holiday fall on a Sunday, the day proclaimed in its stead will be observed.

13:03 After the initial 30 days employment, employees will receive, at a minimum, eight (8) hours or equivalent, for each of the listed statutory holidays.

13:04 Employees on layoff, long-term illness or disability or approved leave of absence shall not be entitled to holiday pay.

13:05 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 14 – Safety**

14:01 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.

- 14:02 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.
- 14:03 The Occupational Health and Safety Committee established under Article 14:02 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.
- 14:04 Both parties agree to make every effort to comply with the recommendations of the Occupational Health and Safety Committee.
- 14:05 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 the Occupational Health and Safety Division, Department of Advance Education, Skills and Labour.
- 14:06 The Occupational Health and Safety Committee shall meet during working hours without loss of pay for committee members, (limited to one (1) hour per meeting).
- 14:07 The Occupational Health and Safety Committee will make tours of the entire plant **on a 15- week production schedule there will be two (2) working tours of the facility**, 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.
- 14:08 The Occupational Health and Committee shall accompany the Government Safety Inspector when he conducts his annual inspection.
- 14:09 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 or until released. 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.

14:10 An employee sent to hospital or clinic will be paid for time missing from that shift to a maximum of the entire shift including overtime. When discharged, and declared fit for work, the employee must return to work.

14:11 **There shall be two (2) emergency drills annually to be determined by the Plant Safety Committee.**

14:12 The Company agrees to supply the following safety items during the term of the collective agreement:

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

14:13 No unauthorized individuals will be allowed in maintenance shop.

14:14 The Company will discuss Covid related protocols with Occupational Health and Safety Committee prior to implementation.

## **Article 15 – Seniority**

15:01 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 date, 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 forwarded 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 classifications ranked according to seniority;
- (b) job posting, job awards; and
- (c) hirings, discharges, suspensions and written warnings.

15:02 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 this agreement shall apply. Employees upon being hired shall sign-on giving time, day, month and year.

- 15:03
- (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.

15:04 Seniority shall be recorded and applied on a plant-wide basis.

15:05 Whenever the Company finds it necessary to make a selection of 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.

- 15:06
- (a) When overtime is worked it shall be distributed equally among employees in the classification worked.

- (b) For the purpose of article 15:06 (a), overtime refused by employees shall be recorded as time worked.

15:07 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.

15:08 (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 positions 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 the 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 posting will be given a ten (10) day training period. If unable to perform following the training period, the employee shall be returned to his/her former position.

- 15:09 Employees shall retain and accumulate seniority:
- (a) while on layoff up to twenty-four (24) months;
  - (b) while on sick leave, Worker's Compensation, pregnancy leave;
  - (c) during leave of absence approved by the Company;
  - (d) if promoted outside the bargaining unit for a period of up to one (1) year; and
  - (e) for purposes of experimental or development fisheries, both parties agree to extend the seniority of employees promoted outside the bargaining unit of more than one (1) year upon mutual written consent.
- 15:10 Employees shall lose all seniority if:
- (a) discharged for just cause;
  - (b) quit; or
  - (c) fail to return to work without just cause following layoff and within seven (7) days after being notified of availability of work. Union executive to be notified prior to dismissal under this article.
- 15:11 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 having a long-term injury shall be entitled to a new job without a posting provided they have the ability to do the work.
- 15:12 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 becomes available within one year of being officially notified of a job prior to phase out.



## **Article 16 – Leave of Absence**

- 16:01 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.
- 16:02 The Company shall grant employees leave of absence for 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.
- 16:03 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.
- 16:04
- (a) Employees shall be granted a maximum four (4) consecutive calendar days' bereavement leave with pay when 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 or father-in-law, grandparent or grandchild, the bereavement leave shall be two (2) calendar days 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.
  - (c) In the event of the death of an employee's brother-in-law or sister-in-law, 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 the scheduled work time at the employee's straight time rate.

- 16:05 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.
- 16:06 When as a result of an industrial accident on the premises, employees are transported 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.
- 16:07 The Company shall grant leave of absence without pay to a maximum of two (2) employees during any calendar year for educational purposes. Such leave must be approved in advance and not affect the production of a department.

### **Article 17 – Grievance Procedure**

- 17:01 When an employee has a grievance alleging there has been a violation or misrepresentation 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 grievor shall meet with the foreman and the appropriate supervisor in an effort to resolve the matter. Such a meeting will be held within three (3) working days of the conclusion of step 1 and the management representative will notify the chief steward, department steward and the grievor of the decision within twenty-four (24) hours.
- Step 3: If the response is not acceptable, then the grievance shall be 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 representative of the Union as may be designated may

be call 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.

17:02 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).

17:03 Grievances arising directly between the Union and the Company shall be submitted at Step 3.

### **Article 18 – Arbitration**

18:01 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.

18:02 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.

18:03 Within five (5) days after the delivery of the foregoing notice, both parties shall meet to agree on the selection of the arbitrator.

18:04 If the parties cannot reach an agreement on the selection of an arbitrator within five (5) days, then either party may request the Minister of Advance Education, Skills and Labour of the Province of Newfoundland and Labrador to appoint an arbitrator.

18:05 After the arbitrator has been appointed by the foregoing 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.

- 18:06 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.
- 18:07 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.
- 18:08 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 replay to Step 3 of the grievance.
- 18:09 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.
- 18:10 No grievance shall be lost through error in form or technical irregularity.
- 18:11 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 19 – Education Fund**

- 19:01 The Company agrees to pay \$800.00 per year to the FFAW-Unifor Education Fund for the life of this agreement.

### **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 the 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 this committee shall be to discuss matter 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, 2021, and will remain in full force and effect until **December 31, 2024** 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 the negotiations for a new agreement.

## **Appendix I – Definitions**

To assist the parties in the administration of this 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 no 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.

***Maintenance/Operating Engineers:*** these employees will operate the engine room, maintain and repair the plant and facility as outlined by the employer.

## Schedule 'A'

Classification	Currently	Jan. 1, 2021	Jan. 1, 2022	Jan. 1, 2023	Jan. 1, 2024
Employee I		\$1.00 less than the General Labour Rate			
Employee II General Labour	<b>\$15.00</b>	<b>\$15.50</b>	<b>\$16.00</b>	<b>\$16.45</b>	<b>\$16.90</b>
Employee III Engineers/Maintenance/Repairs	<b>\$22.80</b>	<b>\$23.30</b>	<b>\$23.80</b>	<b>\$24.25</b>	<b>\$24.70</b>

Lead hands will receive a premium of .25 cents per hour worked.

Regarding supply of skill trades, the parties agree to discuss and agree on adjustments to wage rates for skill trades during the term of this agreement.

Apprenticeship scale for skilled workers:

Year 1 – 70% of Full Rate

Year 2 – 80% of Full Rate

Year 3 – 90% of Full Rate

Year 4 – 100% of Full Rate

The parties agree to meet in January of 2023 to discuss and agree on issues applicable to skilled trades covered by this collective agreement.



## Schedule 'B'

### Operating Engineers/Maintenance and Repair:

Maintenance employees will be provided the following:

1.
  - a) one (1) pair of work boots or rubber boots every **six (6)** working months as required.
  - b) one (1) set of rubber clothes every twelve (12) working months as required.
  - c) coveralls every **three (3) working months** as required.
  - d) one (1) pair of insulated coveralls every twelve (12) working months as required.
  - e) work gloves at the discretion of the Company.
  - f) tool allowance of **thirty five** cents (\$0.**35**) per hour
  
2.
  - a) **Subject to production requirements, the Company will upon request, rotate workers for one (1) Saturday off per month.**
  - b) **Subject to production requirements, maintenance workers will be scheduled for up to three (3) weeks' vacation based on seniority.**

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

SIGNED, SEALED AND DELIVERED in the presence of:

Ocean Choice International L.P. - Fortune

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness

FISH, FOOD AND ALLIED WORKERS UNION (FFAW-UNIFOR)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness