



FFAW | UNIFOR
Fish, Food & Allied Workers

COLLECTIVE AGREEMENT

between

FISH, FOOD AND ALLIED WORKERS
(FFAW-Unifor)

and

HAPPY ADVENTURE SEA PRODUCTS (1991) LIMITED
Happy Adventure

Effective

April 1, 2022 to March 31, 2025

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THIS AGREEMENT WITNESSETH that for and in consideration of the premises and covenants, conditions, stipulations and provisos herein contained; the parties agree as follows:

Preamble

The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Union, to set forth certain terms and conditions of employment relating to remuneration, hours of work, employees' benefits and general working conditions affecting employees covered by this Agreement.

Article 1 – Recognition

- 1:01 The Company recognizes the Union as the sole and exclusive bargaining agent for all employees of Happy Adventure, Newfoundland save and except Managers, Plant Superintendent, Office Staff, Chief Engineer, Supervisors, Foremen, Charge Hands, Floor Ladies, and all others above the rank of Foreman save and except casual employees.
- 1:02 Persons excluded from the bargaining unit shall not perform work ordinarily done by employees within the bargaining unit.
- 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 of labour under contract with the Company. However, the Company agrees not to sub-contract or contract out work normally done by employees within the bargaining unit provided there are employees with the necessary skills and ability who are available to perform the work.
- 1:04 There shall be no individual agreements.
- 1:05 The Union shall elect or appoint, and the Company will recognize and meet with such officers and stewards as are necessary to administer adequately this collective agreement.

- 1:06 Throughout this Agreement the masculine shall include the feminine and the singular shall include the plural as the context may require.
- 1:07 The only rights casual and probationary employees have in this Collective Agreement are under Schedule "A", wages.

Article 2 - Union Security

- 2:01 The Company will give preference of employment to Union members who are employees of Happy Adventure Sea Products when such are available and are capable in the opinion of the plant manager of doing efficiently the work for which they are to be hired.
- 2:02 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 the commencement of work with the Company and that the Company upon hiring, shall deduct from the wages of such employees, provided that each of such has worked for twelve (12) consecutive hours, the union dues, initiation fee and any authorized general assessment upon the written request of the Secretary-Treasurer and President of the Fish, Food & Allied Workers, advising the Company of the amount to be deducted. The amount deducted to be forwarded to the provincial office of the Union on the 15th day of each month, together with a list of employees and the amount of contribution of each employee, name, and social insurance number.
- 2:03 The Company shall make it a condition of employment that every member who is now a member or hereafter becomes a member of the Union shall maintain his membership herein.
- 2:04 (a) The Company agrees to inform all new employees of the existence of the Union, the names of the Officers, and to supply a copy of the collective agreement provided the Union keeps the Company informed of its officers and supplies the Company with copies of the collective agreement.
- (b) The Company agrees to notify the local union executives of all new bargaining unit employees and the necessary time shall be given to have such employees sign application forms to join the Union within two days following hiring. The Company agrees to

introduce new employees to a member of the local union executive within two days of hiring.

Article 3 - Management Rights

3:01 It is expressly understood and declared that except as modified by the terms of this Agreement, it is the exclusive right of the Company to manage the affairs in which it is engaged and to direct its working forces. Such rights, without limiting the foregoing, include but are not limited to:

- (a) The introduction of technical improvements, changes in the method of operation, installation of systems which will improve working conditions and provide additional income for the individual worker and the right to engage, layoff, promote, transfer, and for just cause to reprimand, suspend or discharge.
- (b) The Company retains the sole and exclusive right to specify the work to be performed and services to be rendered by an employee or employees or class of employees. The Union will not attempt to compel the Company to subdivide the work allotted to such employees in order to create additional classifications when, in the opinion of the Company, such new classifications are unnecessary.

Article 4 - Union Officers and Employee Rights

4:01 The Union will notify the Company in writing from time to time of the employees who are to act as official representatives of their membership to deal with the Company management in matters pertaining to the proper administration of the Agreement during its term. The Union further agrees to notify the Company of the names of persons elected or appointed to negotiate a renewal of the Agreement upon its termination.

4:02 The Union shall, 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.

- 4:03 All grievances in Step 1, 2 and 3 shall be processed promptly on Company time with no loss of pay or benefits to the shop steward involved.
- 4:04 Union officers will be permitted to leave their regular duties during working hours in order to deal with Union business pertaining to contract administration, provided they first obtain permission of management. Such permission shall not be unreasonably withheld.
- 4:05 Union officers will be granted leave of absence without pay for the purpose of meeting management to negotiate a renewal of the collective agreement and to attend Union functions such as conventions, schools, seminars and meeting without loss of any vacation or seniority rights.
- 4:06 The Staff Representative or other official representatives 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.
- 4:07 Any discipline action taken by the Employer with respect to an employee may be subject to a grievance under the grievance procedure as per Article 16.
- 4:08 The Employer and Union agree there will be no intimidation or harassment practiced by either of them or their representatives. The parties agree not to discriminate against any employee by reason of race, religion, sex, including sexual orientation, marital status, physical or mental disability, political opinion, colour or ethnic nationality, or social origin and age. It is also agreed that there will be no discrimination against an employee by reason of the employee's membership status or legitimate activities in the union.
- 4:09 The Employer agrees that when an employee is called in on a disciplinary matter pertaining to his/her work performance that will form part of their record, he/she will be accompanied by the steward, although the employee may request the steward to leave the

meeting. If the employee is to be interviewed by the employer as part of the disciplinary procedure, the Employer will be notified the Union before the interview takes place. The employee has the option prior to the meeting of not having the steward present. For other matters, the employee may be accompanied by a steward if he/she chooses.

- 4:10 Copies of documents held in a personal files of a bargaining unit employee will be made available to the employee.
- 4:11 All new employees shall be introduced to their department steward either by management or a union representative.
- 4:12 The Employer agrees to abide by the following NL legislation;
- Human Rights
 - WorkplaceNL
 - Occupational Health and Safety

Article 5 - Strikes and Lockouts

- 5:01 During the life of this Agreement there shall be no lockout by the Company or any strike, sit-down, slow-down, stoppage or suspension of work, complete or partial, for any reason by the employees or any of them until every means provided by this Agreement has been taken by the parties concerned and until the procedure for the settlement of disputes provided hereunder has been exhausted in an effort to settle any difference and failure to finally agree has been formally recorded by an exchange of letters between the parties hereto.
- 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 days' notice of its intention to strike.
- 5:03 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 any plant equipment.

5:04 In the event of an emergency in the case of necessary maintenance, the Union agrees to supply the men required to do the job when so requested by the Company.

Article 6 - Working Conditions

6:01 The Company agrees to provide and maintain the following working conditions:

- (a) Adequate and suitable modern toilet facilities;
- (b) Adequate clean drinking water in each department;
- (c) All employees who have completed their probationary period will receive two aprons, one heavy apron, free hairnets and ten (10) pairs of rubber gloves per working season, as needed. These items will be issued at the beginning of each season. One lab coat to be issued per season. Butchers will receive two pairs of rubber clothes, and the Company will replace any damaged portion of the rubber clothes as needed during crab production per life of the contract, as required. Butchers will also receive up to twelve (12) pairs of rubber gloves each working season, as required, providing the old gloves are returned. The clean up crew will receive one pair of rubber clothes, as required, per working season. Forklift operators will receive one pair of coveralls at the start of the season. Insulated coats will be provided for cold storage workers which are to be left in the cold storage area at all times. New employees will receive clothing at the nearest date to their original date of hire.
- (d) Maintenance and Engineers will receive two (2) pairs of coveralls per season. Rubber clothes for maintenance lead hand.
- (e) Maintenance helpers will receive one pair of coveralls in the 2012 season.
- (f) Insulated coveralls for working in cold storage and one pair

of fire-retardant coveralls and gloves to be kept in the maintenance shop at all times.

- (g) The Company agrees to supply safety hats free to employees where required under law.
- (h) All clothing will remain the property of the Company and must be returned upon request.
- (i) Casuals will be given their uniforms from the date of the completion of their probationary period. If such date falls towards the end of the season, they will be given their uniform entitlement at the beginning of the new season. When casuals complete their probationary period and have not been given their uniform, they must report the matter to their supervisor immediately and the situation will be rectified.
- (j) All employees are entitled to 50/50 cost shared green Dunlap boots or ergonomically approved boots to a maximum of \$90.00. Entitlement subject to company policy.
- (k) All employees will receive a \$50.00 fuel allowance to be paid on first pay period each season 2022, 2023, 2024.
- (l) The Employer will keep a stock of water-resistant clothing that can be utilized when required to work outside in the rain. This clothing is to be returned at the end of every shift.
- (m) The Employer agrees to offer wharf and freezer employees a choice between receiving a lab coat or a pair of coveralls. The employee can choose whichever item is more beneficial.

6:02 Where employees are required to use their own tools, the Company agrees to replace any that are broken or worn out through excessive use.

Article 7 - Wages

- 7:01 Friday of every week shall be pay day and pay cheques or money will be available to all workers not later than 1:00 p.m. and the Company agrees to facilitate the prompt receiving of pay envelopes or cheques by employees. Pay envelopes or cheques shall be accompanied by a statement showing the period covered, the number of hours worked, regular and overtime as well as any deductions.
- 7:02 The wages of employees are set forth for the various classifications in Schedule "A" attached to and forming part of this Agreement.
- 7:03 (a) Should other classifications be created, the rates for same shall be agreed to with the Union and shall therefore become part of Schedule "A".
- (b) Should the parties be unable to agree on a rate or rates of wages, the matter may be referred to arbitration.
- (c) Employees working on the road will receive \$3.52 per hour extra in lieu of a meal allowance. These rates will be paid for all waiting hours.
- (d) The Company agrees to pay a maximum of eight (8) hours of waiting time in any one day to employees working on the road. Waiting time is not to be included in overtime and is paid at the regular rate of pay. Waiting time is paid prior to the commencement of work but will ensure a maximum of eight (8) hours per day; i.e. waiting three (3) hours, begins work and works four (4) hours for a total of seven (7) hours; employee is paid four (4) hours working pay and four (4) hours waiting time for a maximum of eight (8) hours. If employee waits eight (8) hours and then begins work, the employee is paid eight (8) hours waiting time and whatever working hours that are worked. If an employee waits five (5) hours and then works eight (8) hours, the employee is paid five (5) hours waiting and eight (8) hours working. Meal allowance bonus is also paid on waiting hours. Waiting hours are calculated between 8 a.m. and 5 p.m.

Article 8 - Preservation of Rates

- 8:01 Should an employee be temporarily transferred to a position carrying a higher rate of pay than his regular job, he/she shall be paid the rate for the higher paid job provided the job lasts more than one hour, with the exception of employees working on the road.
- 8:02 Should an employee be temporarily transferred to a position carrying a lower rate of pay, he/she shall retain his regular rate of pay.

Article 9 - Hours of Work

- 9:01 The regular work day or shift for employees shall be ten (10) hours and the regular work week shall be sixty (60) hours, Monday through Saturday.
- 9:02 Engineering and maintenance may be on two shifts of not more than 12 hours in any day to an average of seven-two (72) hours a week.
- 9:03 Meal periods for employees shall not be longer than one (1) hour.
- 9:04 Employees reporting for work and employees called back to work after going home for the day, shall be paid a minimum of 3 hours pay at the appropriate rate and employees shall be paid all hours while standing by at the plant.
- 9:05 During peak production periods the Company has the right to introduce three (3) shifts of 7 ½ hours duration with one-half (½) hour meal periods.

Article 10 - Overtime

- 10:01 All hours worked in excess of eight (8) hours in any day or forty (40) hours in any week shall be paid at minimum of time and one-half.
- 10:02 All time worked before and after regular working hours shall be paid at a minimum of time and one-half. When there is a small amount of fish left, employees will work up to an extra forty-five (45) minutes.

- 10:03 All overtime shall be optional and voluntary, except for production workers who must work the tenth hour on or any part of same.
- 10:04 All hours worked on Sundays shall be paid at a minimum of time and one-half.
- 10:05 There shall be no pyramiding of overtime or premium pay.
- 10:06 No employee shall be required to work longer than five (5) hours without a meal break unless by mutual consent.
- 10:07 Regular work shall not be suspended in order to equalize, absorb or avoid overtime.
- 10:08 All employees will receive time and one-half (1 ½) for all hours worked on Saturday provided they have worked less than forty (40) hours in the week.

Article 11 - Statutory Holidays

- 11:01 All employees who have completed the thirty (30) day probationary period and have worked their scheduled working day immediately preceding and following the holiday shall be paid eight (8) hours pay for each of the following holidays. It is understood that the scheduled working day immediately preceding the holiday must in the week prior to the holiday and the scheduled working day following the holiday must be in the week of the holiday.

New Year's Day	Memorial Day
Thanksgiving Day	Good Friday
Labour Day	Christmas Day
Victoria Day (May 24 th)	Armistice Day
Boxing Day (Applies to Maintenance staff only)	

- 11:02 If any of the above mentioned holidays falls on a Sunday, the day proclaimed in its stead shall be observed.
- 11:03 An employee who is required to work on any of the above mentioned holidays shall receive straight pay for all hours worked.

11:04 The employee's right to statutory holiday pay shall be conditional upon the employee having worked the scheduled working days immediately preceding and following the statutory holiday.

Article 12 - Annual Vacations

12:01 Vacation pay will be at 4% of gross earnings to employees who have been on the payroll for more than five (5) consecutive days in the calendar year.

12:02 Employees with less than sixty (60) days in the calendar year shall be entitled to 4% of their regular hourly earnings.

12:03 Employees with six (6) years of actual work service shall be entitled to six percent (6%) vacation pay.

12:04 Employees with nine (9) years will receive eight percent (8%) of gross earnings as vacation pay.

12:05 Employees with eighteen (18) years will receive ten percent (10%) of gross earnings as vacation pay.

Article 13 - Leave

13:01 (a) An employee shall be entitled to compassionate leave not exceeding three (3) days with pay in the case of the death of mother, father, spouse, child, brother, sister, legal guardian and common law spouse.

(b) In the case of mother-in-law, father-in-law, grandparents and grandchildren leave with pay shall be for two (2) days.

13:02 Payments for leave under Clause 13:01 will be made only in respect to absence from work on the regular working days of the employee.

13:03 The Company shall grant employees leave of absence for reasons of pregnancy. Pregnant employees shall commence their leave of absence at such time prior to the anticipated date of delivery as is

recommended by their physician.

13:04 Employees need to complete training in order to be paid for it.

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. The matter may be referred to the Safety Committee and their decision shall be final.

14:02 It is agreed that as soon as possible after the signing of this Agreement, a Safety Committee shall be established comprising of at least two (2) plant employees nominated by the Union and two (2) representatives of the employer.

14:03 The Safety Committee established under Clause 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 Safety Committee.

14:05 The 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 the Workers' Compensation Commission as well as to the Union.

14:06 The Safety Committee shall make every effort to meet during working hours without loss of pay for committee members. Meeting may not last more than one (1) hour unless in an emergency.

14:07 The Company shall comply with all applicable provisions of the Occupational Health and Safety Act and Regulations of the Province of Newfoundland

14:08 All employees will be required to obey all rules under the Occupational Health and Safety Committee.

14:09 Any employee who is injured on the job and has to go home will be paid for the balance of their shift.

Article 15 - Seniority

15:01 In matters concerning layoff, rehiring and transfers of employees, the Company shall select individuals on ability and seniority. Where ability is sufficient to perform required duties, seniority shall govern.

15:02 Seniority shall be plant-wide and in the event of a shortage of work less senior employees shall be permitted to complete their shift but shall be replaced by senior employees the following days.

15:03 Such seniority shall be reviewed on the first day of June each year. Each employee shall be permitted a period of thirty (30) days, after the posting of the initial lists, to protest in writing to the Company omission or incorrect posting affecting his or her seniority. All subsequent seniority lists, or additions shall be open to protest for a period of thirty (30) days from date of posting, but if the seniority date is not protested within the prescribed time limit after the initial appearance of the name on the list, such date shall stand as correct and official on all subsequent lists. A copy of the seniority list showing name, classification, address and hiring department shall be sent to the Union.

15:04 Where an employee is on vacation, leave of absence, sick leave, or laid off at the time of posting of the initial list, he/she may protest within thirty (30) days after his return to work.

15:05 Where an employee is on vacation, leave of absence, sick leave or laid off at the time of posting subsequent lists, he/she may protest within thirty (30) days after his return to work.

15:06 An employee shall not acquire seniority until he/she has been on the payroll of the Company fifty (50) working days in any calendar year. Probationary employees shall be entitled to overtime after eight (8) hours in a day and after five (5) hours on Saturday, subject to 10:01 and 10:08.

15:07 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) while on leave of absence;
 - (d) while on leave of absence for Union business;
 - (e) if promoted outside the bargaining unit for a period of up to one (1) year.
- 15:08 Employees shall lose all seniority if they:
- (a) are discharged for just cause;
 - (b) quit;
 - (c) fail to return to work within a reasonable time when recalled after layoff. A reasonable time to be considered as - those residing in the province, three (3) days; outside the province, seven (7) days.
- 15:09 Should an employee appeal his being laid off as not being in accordance with the terms of this Agreement and should his appeal be sustained, he/she shall not lose his seniority for the time he/she should rightfully have been at work and in addition, he/she shall be compensated at his usual rate of pay for all time lost, or granted such other compensation as may be deemed fair under the circumstance, and be recalled from layoff, provided he/she has sufficient seniority and can efficiently perform the work available at the time.
- 15:10 An employee leaving the employment of the Company to work for or on behalf of the Union shall be considered on leave of absence and shall retain and accrue seniority while so employed. The Company agrees to grant leave of absence to any employee, upon request from the local Union for the purpose of Union business.
- 15:11 Vacancies and new positions within the bargaining unit shall be posted on the plant bulletin board for a period of five (5) working days with all members of the bargaining unit having the right to

apply.

15:12 Overtime shall be shared equally in the classification worked.

15:13 When more than one shift is used, the available work shall be divided as equally as possible between shifts.

Article 16 - Grievance Procedure

16:01 When an employee has a grievance alleging there has been a violation or misrepresentation of the Agreement, the employee and/or a shop steward shall process such grievance without stoppage of work according to the following procedure:

STEP 1 Discuss the matter with the union executive who shall decide whether or not to bring the matter to the supervisor.

STEP 2 Discuss the matter within three (3) days of becoming aware of the incident giving rise to the grievance with the foreman concerned who shall give a decision thereon within twenty-four (24) hours.

STEP 3 If the grievance is not resolved by the foreman, the department steward, the chief steward or his designated alternative 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 4 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 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 5 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.

- 16:02 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.
- 16:03 Within five (5) days after the date of delivery of the foregoing notice, both parties shall meet to agree on the selection of the arbitrator.
- 16:04 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 Employment and Labour Relations of the Province of Newfoundland to appoint an arbitrator.
- 16:05 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.
- 16:06 (a) Whenever the incident causing the grievance includes a loss in earnings or a loss in benefits, the arbitrator is empowered to order that such 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.
- (b) In the case of an unjust dismissal or suspension, there shall be no onus on an employee to mitigate losses.
- 16:07 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.

- 16:08 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.
- 16:09 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.
- 16:10 No grievance shall be lost through error in form or technical irregularity.
- 16:11 Each party shall pay its own costs and the fees and expenses of the arbitrator shall be shared equally between the parties.

Article 17 - General

- 17:01 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.
- 17:02 Any customs or conditions not covered by the Agreement presently enjoyed by the members of the bargaining unit, shall not be altered or changed during the terms of this Agreement.
- 17:03 Any conditions or systems arising during the life of this Agreement which would cause layoff or loss of job, shall be the topic of discussion between Union and Management prior to implementation.

Article 18 - Labour Management Committee

- 18:01 The Union and employees will co-operate with the Company in the promotion of the Labour Management committee at each plant covered by this Agreement. The committee shall be made up of three (3) representatives of the employees and three (3) representatives of the employer.

- 18:02 The Labour Management Committee shall meet when requested.
- 18:03 The minutes of the Labour Management Committee shall be kept in the office with copies supplied to the local executive if requested.

Article 19 - Discipline

- 19:01 No employee will be suspended, displaced, reprimanded or discharged without just cause.
- 19:02 The Company has the right to make rules and regulations and to discipline employees up to and including discharge in accordance with these rules and regulations and subject to the provisions of this Collective Agreement.
- 19:03 The Company agrees to provide the union chairperson with a copy of written warnings as affecting employees.
- 19:04 In all cases of dismissal, layoff or resignation, the Company agrees to make pay available to the person dismissed within the next pay period after dismissal has been effected.
- 19:05 Any reprimand to any employee which is to be recorded on that employee's record shall be executed in writing with the employee and the Union getting a copy. The record of an employee shall be open to inspection at all times, during office hours or other convenient times, to that employee who, if he/she so desires, may have an official of the Union accompany him for their inspection.
- 19:06 The passage of six (6) months without the repetition of an offense, which did not result in dismissal shall be sufficient to clear an employee's record of that offense. No action shall be taken by the Company on misdemeanour of any employee if same is not acted upon with six (6) months, nor shall any misdemeanour be held against any employee in any manner longer than six (6) months other than allowed by this Agreement.
- 19:07 Disciplinary action taken by the employer involving suspension or dismissal with respect to an employee may be the subject of a grievance under the grievance procedure set out under Article 16 of

this Agreement.

- 19:08 When an employee is called in on a disciplinary matter pertaining to his work record, he/she shall be accompanied by a shop steward or his designated representative.

Article 20 - Work Standards

- 20:01 All workers will be required to perform at a level that one would expect from a worker who was working under normal working conditions with average effort, consistency and skill. Workers who do not meet acceptable performance levels may be subject to disciplinary procedures.
- 20:02 The Company agrees to pay \$400.00 towards the education fund on April 1st of each year of the Collective Agreement.

Article 21 - Harassment Based on Gender

- 21:01 The Company and the Union agree to take every reasonable action to eliminate sexual harassment in the workplace.
- 21:02 Complaints under this article will be dealt with by the employer and the Union with all possible confidentiality.

Article 22 - Amendments

- 22:01 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 by and between the parties hereto and such amendments, alterations and changes when so agreed upon shall have full force and effect, and form part of this Agreement immediately after it is so agreed upon. The rights of either of the parties hereto to seek amendment shall only arise after that party has given to the other party thirty (30) shifts' notice in writing stating clearly the matter or matters proposed to be amended together with the proposed amendment or

amendments and the necessary meeting shall be held immediately after the expiration of the said thirty (30) days' notice unless another date is mutually agreed upon. In the event of any alterations, amendment 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 22 provided.

Article 23 - Duration of Agreement

- 23:01 Subject to Article 22:01, this Collective Agreement shall come into force and effect on April 1, 2022 to March 31, 2025, 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 date, or anniversary date thereof, of a desire to amend or terminate this Agreement.
- 23:02 During the course of any negotiations subsequent to such notice being given, the Collective Agreement shall remain in full force and effect until such time as the requirements of the Labour Relations Act have been met.
- 23:03 It is understood that this Collective Agreement replaces all other agreements and understandings that may have been in effect by and between the parties hereto.

Schedule "A"

HERRING	2021	2022	2023	2024
REGULAR	\$13.30	\$13.85	\$14.40	\$14.95
OVERTIME	\$19.95	\$20.78	\$21.60	\$22.43
Team Leader Reg	\$15.05	\$15.60	\$16.15	\$16.70
Team Leader OT	\$22.58	\$23.40	\$24.23	\$25.05
QC REG	\$14.30	\$14.85	\$15.40	\$15.95
QC OT	\$21.45	\$22.28	\$23.10	\$23.93
CRAB	2021	2022	2023	2024
REGULAR	\$15.05	\$15.50	\$15.80	\$16.20
OVERTIME	\$22.58	\$23.25	\$23.70	\$24.30
Team Leader Reg	\$15.30	\$15.75	\$16.05	\$16.45
Team Leader OT	\$22.95	\$23.63	\$24.08	\$24.68
QC REG	\$15.30	\$15.75	\$16.05	\$16.45
QC OT	\$23.95	\$23.63	\$24.08	\$24.68
BUTCHER REG	\$15.40	\$15.85	\$16.51	\$16.55
BUTCHER OT	\$23.10	\$23.78	\$24.23	\$24.83
CMS	2021	2022	2023	2024
REGULAR	\$14.10	\$14.55	\$14.85	\$15.30
OVERTIME	\$21.15	\$21.83	\$22.28	\$22.95
Team Leader Reg	\$15.05	\$15.50	\$15.80	\$16.25
Team Leader OT	\$22.58	\$23.25	\$23.70	\$24.38
QC REG	\$14.30	\$14.75	\$15.05	\$15.50
QC OT	\$21.45	\$22.13	\$22.58	\$23.25
MAINTENANCE	2021	2022	2023	2024
REGULAR	\$16.87	\$17.32	\$17.62	\$18.07
OVERTIME	\$25.31	\$25.98	\$26.43	\$27.11
Team Leader Reg	\$17.49	\$17.94	\$18.24	\$18.69
Team Leader OT	\$26.24	\$26.91	\$27.36	\$28.04

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

Signed on behalf of HAPPY ADVENTURE SEA PRODUCTS (1991) LIMITED

Witness

Signed on behalf of FISH, FOOD & ALLIED WORKERS (FFAW-Unifor)

Witness

Memorandum of Understanding – Domestic Leave and Discipline Protection

The Company agrees to recognize that workers sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. For that reason, the Company and Union agree, when there is adequate verification from a recognized professional, a worker who is in an abusive or violent situation will not be subjected to discipline if work performance or absence can be linked to the abusive or violent situation. Absences which are not covered by sick leave or disability insurance will be granted as an absence with permission without pay.

Memorandum of Understanding – Women’s Advocate

The Company and the Union agree to the provision of a Women’s Advocate position at each plant. This position is appointed by the Union. Advocates will receive the FFAW-Unifor Women’s Advocate training. The Company agrees to pay \$500.00 towards the training per plant (per contract). The advocate will be granted time off for such training by the Company with pay. The Women’s Advocate will suffer no loss of pay or benefits while performing the duties of their role. Reimbursement will be for actual lost time.