



FFAW | unifor
Fish, Food & Allied Workers

Collective Agreement

Between

Icewater Seafoods Inc.

(hereinafter referred to as the “Company”)

and

(FFAW/Unifor)

(hereinafter referred to as the “Union”)

EFFECTIVE:

June 1, 2020 to May 31, 2023

Contents

Article 1 - Recognition and Bargaining Unit.....	1
Article 2 - Reservation of Management Rights.....	3
Article 3 - Union Security.....	5
Article 4 - Union Officers	7
Article 5 - Strikes and Lockouts	10
Article 6 - Grievance Procedure	12
Article 7 - Arbitration.....	17
Article 8 - Vacation Schedule	20
Article 9 - Holidays.....	24
Article 10 - Hours of Work.....	28
Article 11 - Rest Periods	32
Article 12 - Overtime	33
Article 13 - Reporting and Call Out	35
Article 14 - Seniority.....	36
Article 15 - Classifications and Wages.....	40
Article 16 - Leave of Absence	42
Article 17 - Temporary Assignments	44
Article 18 - Safety	45
Article 19 - Labour Management Committee.....	50
Article 20 - Working Conditions	51
Article 21 - Harassment Based on Gender	52
Article 22 - General Provisions	52
Article 23 - Group Insurance	53
Article 24 - Duration of Agreement	54
Schedule A - Classification and Wage Rates.....	57

Schedule B - Scheduled Hours of Work in Plant	31
Schedule C - Issued and Charging Policy for Protective Clothing and Tools	60
Schedule D - Letter of Understanding.....	62
Schedule E - Schedule of Benefits for Hourly Employees	64
Schedule F - Maintenance Employee Training and Promotion Plan.....	66
Schedule G - Bereavement Leave	70
Schedule H - Refrigeration Operations	71
Schedule I - Miscellaneous Letters of Intent.....	72

Article 1 - Recognition and Bargaining Unit

1:01 The Company recognizes the Union as the sole collective bargaining agent for all employees of Icewater Seafoods Inc. in Arnold's Cove in the Province of Newfoundland and Labrador, save and except Coaches and above, Office Staff, Storekeepers, Quality Control Personnel and Watchmen, Collecting Agents and Dockside Graders.

1: 02 Persons excluded from the bargaining unit shall not perform work done by employees within the bargaining unit except:

- i. for the purpose of demon-stration or instruction;
- ii. when no available member of the bargaining unit is capable of performing the work.

1:03 The terms and conditions of the Agreement shall be binding upon the Company, its officers and employees, upon the Union, its officers, employees 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 The Company shall not make any individual agreements with employees in the bargaining unit directly or indirectly in conflict with the provisions of this Agreement.

1:05 The Company will notify the Union prior to employees being dropped from the seniority list. A meeting to take place between the Union and Company within 52 weeks and at 104 weeks.

1 :06 When the Company contracts out work to be performed on site at the plant, it will ascertain from the contractor the manpower requirements for the job and the extent to which there will be local hiring. The company will endeavor to ensure that the contractor will give consideration for employment to Company employees who

have the required skills and who are on layoff at the time the contract work is to be performed. The Company will advise the Union of the work contracted out and where it can be determined, the anticipated manpower requirements of the contract.

Article 2 - Reservation of Management Rights

It is the exclusive function of the Company subject to the terms herein to:

- 2:01 Maintain order, discipline and efficiency.

- 2:02 Hire, retire (when an employee becomes eligible for the benefits of the Canada Pension Plan), classify, discharge, transfer, promote, demote or discipline employees, provided that a claim of discriminatory promotion, demotion or transfer, or a claim that an employee has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided.

- 2:03 General to manage the industrial enterprise in which the Company is engaged, and without restricting the generality of the

foregoing, to determine the number and location of plants, the products to be manufactured, the methods or manufacturing or operating, schedules of production, kinds and locations of machines and tools to be used, processes of manufacturing and assembling the engineering and designing of its products and the control of material and parts to be incorporated in the products produced, and to determine and establish standards of performance for all machines, operations and employees.

2:04 Notwithstanding the above the Company agrees to notify the Union of any technological change that will affect or displace any group of Union employees, forty-five (45) days prior to implementation of such change. The Company further agrees to discuss with the Union and the affected employees, plans for their relocation, retraining and severance.

2:05 The Company may from time to time establish reasonable rules and regulations governing employees covered by this Agreement. The rules shall not be in conflict with any provisions of this

Agreement. Alterations and amendments will be discussed with the Union before posting.

2:06 The rights reserved by management are subject to the other provisions of this Agreement and should be exercise in a manner that is fair, reasonable and consistent with the terms of the Agreement.

Article 3 - Union Security

3:01 The Company agrees to notify all employees of the existence of the Union in the plant and all employees who at the date of the signing of this Agreement, were members of the Union and any new employees covered by this Agreement shall become members of the Union as a condition of employment and shall maintain their membership in the Union. Upon hiring, each new employee shall be introduced to the appropriate union officer and be issued with a copy of the Collective Agreement. One (1) union officer will be granted thirty (30) minutes for each new group of employees hired.

- 3: 02 Employees will be required to pay regular monthly union dues as a condition of employment. Union dues will be deducted on a bi weekly basis with the total amount deducted for the year being shown on each employee's T4 slip.
- 3:03 Employees upon being hired by the Company, shall sign a written authorization for the Company to deduct union dues and other union assessments. The Secretary-Treasurer of the Provincial Council of the Fish, Food and Allied Workers (FFAW Unifor) will advise the Company in writing of the amount to be deducted, and the Company will transmit the amounts to the office of FFAW-Unifor in St. John's, NL together with an alphabetical list of the names of those from whom the deductions were made by the 15th of the month following the month in which the deductions were made.
- 3:04 When filling vacancies or recruiting new staff for bargaining unit positions, the Company will give preference of employment to union members, if available, provided they possess the

requisite qualifications and ability. This provision shall not apply to union members who have quit or have been dismissed.

- 3:05 The Company agrees to correct errors in collection of union dues as required under Clause 3: 02 where such errors are brought to the attention of the Company within a reasonable period of time.

Article 4 - Union Officers

- 4:01 The Union will advise the Company, from time to time, of the employees who are to act as official representatives of their membership to deal with the Company's management in matters pertaining to the proper administration of the Agreement during its term and to negotiate a renewal of the Agreement upon its termination.
- 4:02 Union officers will be granted a leave of absence without pay for the purposes of meeting with management to negotiate a renewal of the Collective Agreement, and during such absence, vacation and seniority rights shall continue to

accumulate. Such permission shall not be unreasonably withheld.

4:03 A staff representative or other official representative employed by the Union, may enter upon the premises of the Company during working hours to conduct necessary union business. The Union representative shall first notify management of his/her presence and indicate the nature of his/her business and he/she shall not disrupt Company operations.

4:04 Union officers will be permitted to leave their regular duties during working hours with no loss of pay or benefits in order to deal with local union administration of the Collective Agreement or investigation of grievances or complaints provided they first obtain permission of management. Such permission shall not be unreasonably withheld.

4:05 The Union executive and stewards shall be granted two (2) hours off with pay for the purpose of preparation prior to any scheduled Labour Management Committee meeting.

- 4:06 The Company will grant leave of absence without pay to designated union representatives who are regularly employed by the Company provided that there is no disruption of work in any one department of the Company. Employees using such leave shall notify the Company at least three (3) days in advance and the designated employees shall be certified by the staff representative and or the provincial office of FFAW-Unifor.
- 4:07 The Company will recognize the plant grievance committee consisting of four (4) members of the bargaining unit including one (1) shop steward from the department wherein the grievance originates.
- 4:08 No discrimination will be exercised in employment, retention, or working conditions of an employee by reason of his/her membership in the Union or on the basis of sex, sexual preference, colour, age, religion or political affiliation.
- 4:09 Employees in the bargaining unit upon signing a request form shall have access to their personnel records no later than the following business day.

- 4:10 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 fish necessitates same.

Article 5 - Strikes and Lockouts

- 5:01 The Union agrees that it will not cause, authorize or sanction nor permit its members to cause or take part in any sit-down or slowdown in any department or any strike or stoppage of any of the Company's operations or any curtailment of work or restriction of or interference with production or any picketing of the Company's premises during the term of this Agreement.
- 5:02 The Company agrees that it will not cause or sanction a lockout during the term of this Agreement.

- 5:03 The Union agrees to give the Company sufficient notice of any pending strike or stoppage of work to enable the Company to immediately recall all boats and the Union will allow all necessary service to continue until all fish from such boats are fully processed and the plant completely cleaned up. The above period will not exceed seven (7) days. This clause will apply in the event of a lockout.
- 5:04 The Union agrees that in the event of any strike or cessation of work that it will maintain essential services such as heating and refrigeration so as to avoid any deterioration of any buildings, equipment or products. This clause is null and void if the Company attempts to operate the plant with non-union labour.
- 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 a company, shipper or his agent or forwarder and any outside

union performing similar work to that of being performed by the members of the Union which is a party to this Agreement.

5:06 In the event of any dispute occurring between the Union and any other company, firm or individual arising out of the breach of any agreement which may be existing between the Union and such other company, firm or individual or for any other reasons or in the event of dispute between the Company and any other union, firm or individual, then in all such cases there shall be no lockout, stoppage of work or slowdown of work in relation to the Company's operations and no attempt will be made by the Union or any member thereof to interfere in any way with the operation of the Company because of the dispute.

Article 6 - Grievance Procedure

6:01 The Union shall appoint an Employee's Grievance Committee per Article 4:07 for the purpose of assisting in the adjustment of disputes between the parties concerning the interpretation of alleged

violation of the terms of this Agreement. Such appointed employees shall be paid by the Company when they are called upon by Step 1 or Step 2 or Step 3 of the grievance procedure to handle a grievance on the plant premises provided that prior permission from their supervisor is secured. Such permission shall not be unreasonably withheld.

6:02 When any employee has a grievance alleging that there has been a violation or misinterpretation of the Agreement he/she, and/or a member of the grievance committee, if the employees elects, shall process such grievance without stoppage of work according to the following procedure:

Step 1: Discuss the matter with the coach concerned who shall give a decision thereon within twenty-four (24) hours;

Step 2: If the grievance is not resolved by the production coach, then it may be referred to the manager of the division, or his/her designate in writing

within forty eight (48) hours who shall meet with the grievor and grievance committee within seventy-two (72) hours of receipt of the grievance and he shall render a decision in writing within forty-eight (48) hours of such meeting.

Step 3: Failing resolution of the grievance, and issue involving the interpretation or alleged violation of the Agreement the grievance may be referred to arbitration in accordance with Article 7 within forty eight (48) hours from the time that the manager's decision is rendered or from the time when such decision is due.

6:03 The Company may refer any complaint or question it may have regarding the administration, interpretation or violation of the Agreement, or issues concerning the conduct of the Union and its officers to the grievance committee and if such matters are not settled to the Company's satisfaction, they may be referred to

arbitration in the same manner as the grievance of an employee.

- 6:04 The Union has a right to grieve on behalf of any employee or employees including the right to claim damage on behalf of any employee or employees and the Company has a right to grieve on its own behalf and to claim damages against any employee, group of employees, union representatives or the Union itself.
- 6:05 Hourly time limits fixed by this article shall not include Sundays or holidays and can be extended only by mutual agreement between the Company and the Union subject to the right of either party to provide reasonable grounds for its delay which shall be arbitrable issue failing agreement.
- 6:06 No grievance shall be denied through error in form or technical irregularity.
- 6:07 In recognition of the importance of having matters in dispute resolved as quickly as expeditiously as possible, the Company and the Union agree to co-operate and work jointly on ensuring a more effective

application of the disputes procedure under the Collective Agreement. This activity shall include:

- :01 ensuring that grievances are filed as soon as a member of the bargaining unit or the local executive become aware of the issue.
- :02 that responses by the Company at each step of the grievance procedure are adhered to and that referrals by the Union to the next are not delayed.
- :03 the implementation of accelerated arbitration hearings for those grievances that cannot be resolved under the grievance procedure. This shall include the selection of a panel of arbitrators who shall agree to meet, preferably in rotation, on a regular basis to adjudicate grievances referred to them.
- :04 the parties will endeavor to, as far as practically possible, and without prejudicing their position at

arbitration, agree on the facts prior to an arbitration and will, where possible, proceed by way of stated case.

:05 the parties also agree that on each case they may by mutual agreement waive the right to examine or cross examine witnesses, or require the arbitrator to review all of the evidence within the body of the award. The parties will also agree where warranted to accept oral judgements and decisions, subject to the right of either party to request a subsequent written award.

Article 7 - Arbitration

7:01 Any grievances or other matters 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.

- 7:02 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.
- 7:03 Within ten (10) days after the date of delivery of the foregoing notice, both parties shall meet to agree on the selection of an arbitrator.
- 7:04 Should the parties fail within five (5) days to agree on an arbitrator, the Minister of Immigration, Skills and Labour of the Province of Newfoundland and Labrador may be requested, by either party, to appoint an arbitrator.
- 7:05 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 will render a decision within twenty-one (21) days after the completion of taking evidence.

- 7:06 The time limits specified herein shall be deemed to be exclusive of Saturdays, Sundays and plant holidays, and may be extended by mutual consent of the parties or by the arbitrator.
- 7:07 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.
- 7:08 Each party shall pay its own costs and the fees and expenses of witnesses called by it and of its representatives. The fees and expenses of the arbitrator shall be shared equally between the parties.
- 7:09 In a disciplinary case, the arbitrator will have the power to order a reduced penalty.
- 7: 10 At the start of arbitration with both parties agreeing to proceed to arbitration no technical objection will be presented by either party to stop proceedings.

Article 8 - Vacation Schedule

- 8:01 The vacation year shall be the calendar year. Employees will notify the Company of their intention concerning vacation benefits at the beginning of the year. Vacation benefits must be claimed during the following calendar year.
- 8:02 Suitable dates for vacation shall be arranged between the employees and the appropriate management personnel in each department. If there is any conflict between two (2) or more employees with respect to allocation of vacation, preference shall be given to the senior employee. Employees may request to take vacation one (1) week at a time and such request shall not be unreasonably denied. Requests for vacation must be made by April 30th . The Company will respond to these requests by May 21st . Anyone who has not selected their vacation by that date will be scheduled for vacation in whatever time slots may be available. Employees who don't schedule their vacation before April 30th will give the company a two-week notice of their intention of taking their holidays.

8:03 Vacation entitlement shall be based on the length of continuous service in the employment of the Company. The term "continuous service: as defined in this Article shall mean continuous uninterrupted employment with the Company subject to the following:

8:04:01 Periods of leave of absence or sick leave up to forty-five (45) days shall not be considered as interruptions in employment. Periods of layoff of less than one (1) year shall not be considered as interruptions in employment. In the event of leave of absence or sick leave in excess of forty-five (45) days and during all periods of layoff up to one (1) year, continuous service will not accumulate but the employee will be credited with the service accumulated up to that time. Continuous service will be broken in the event of termination of employment or layoff in excess of one year.

8:04:02 (a) An employee hired prior to December 31st and having up to nine (9) months of continuous service shall receive vacation pay of four percent (4%) of his/her

earnings in the previous calendar year.

- (a) An employee hired prior to April 1st and having nine (9) months or more of continuous service by December 31st shall receive vacation pay of four percent (4%) of his/her earnings in the previous calendar year **and shall be entitled to a vacation period of three (3) weeks.** For all following benefits, the period will be considered as the employee's first year of continuous service.
- (b) Employees with more than five (5) years of continuing service by December 31st shall receive vacation pay of six percent (6%) of his/her earnings in the previous year **and shall be entitled to a vacation period of four (4) weeks.**
- (c) An employee having thirteen (13) years of continuing service by December 31st shall receive vacation pay of eight percent (8%) of his/her earnings in the previous

year and shall be entitled to a vacation period of five (5) weeks.

- (d) Employees having twenty (20) years of continuing service by December 31st shall receive vacation pay of ten percent (10%) of his or her earnings in the previous year **and shall be entitled to a vacation period of five (5) weeks.**

8:04:03 An employee having one (1) year of continuous service by December 31st, shall receive vacation pay of four percent (4%) of his/her earnings in the previous calendar year and a vacation period of three (3) weeks.

8:05 Employees who quit or are discharged shall receive vacation pay earned up to that time at their applicable rate.

8:06 Should a pay holiday listed in Article 9 fall during an employee's vacation period, the employee shall have the vacation period extended by one (1) day.

8:07 Employees shall receive vacation pay on the pay day prior to the vacation period.

- 8:08 When an employee has a major illness during vacation, the employee will be considered to be on sick leave provided that sufficient medical evidence is established to determine the number of days involved.
- 8:09 Time on lay-off, beyond twelve (12) months, shall not be taken into account for calculating length of the service for purposes of this clause.
- 8: 10 It is agreed that time spent on union business, subject to prior approval by the Company while outside the plant, will be counted when computing hours of work for the vacation option.

Article 9 - Holidays

- 9:01 Subject to Articles **9:02** and 15:03, all employees who have completed their probationary period shall be entitled to **statutory holiday** pay for the following holidays:

New Year's Day
Good Friday

Thanksgiving Day
Remembrance Day

Victoria Day
Canada Day
Labour Day

Christmas Day
Boxing Day

9:02 If any of the above-mentioned holidays falls on a Saturday or Sunday, they shall be observed on the day and the date proclaimed by provincial or municipal governments unless the parties can agree upon an alternate day mutually acceptable to both of them. Except engineers on a shift who shall observe the actual day on which the holiday occurs.

9:03 **Effective January 1, 2021 Employees will receive statutory bi weekly holiday pay calculated on the Employee's regular bi weekly pay in a calendar year. The rate of statutory holiday pay will be based on the projected number of statutory holidays that an Employee will work in the calendar year based on (a) the first day of employment in the calendar year and (b) the expected last day of employment in the calendar year.**

The statutory holiday pay will be:

four (4) statutory holidays the Employee will receive 1.5% of their regular bi-weekly pay;

five (5) statutory holidays the Employee will receive 1.9% of their regular bi-weekly pay;

six (6) statutory holidays the Employee will receive 2.3% of their regular bi-weekly pay;

seven (7) statutory holidays the Employee will receive 2.7% of their regular bi-weekly pay;

eight (8) statutory holidays the Employee will receive 3.1% of their regular bi-weekly pay; and

nine (9) statutory holidays the Employee will receive 3.5% of their regular bi-weekly pay.

In the event that the Employee's last day of employment in that calendar year encompasses additional statutory holiday(s) then the statutory holiday pay will be adjusted accordingly.

- 9:04 An Employee shall be paid time and one half (1.5) the regular rate for all hours worked on a statutory holiday as per Article 9:01 in addition to the statutory holiday pay being paid bi weekly pursuant to Article 9:03.**
- 9:05 Casual workers shall be entitled to statutory holiday pay as outlined in the Labour Standards Legislation.
- 9:06 Maintenance only - Only employees who have sixty (60) working days or more in their first year of employment with the company or thirty (30) working days in their second and subsequent years of employment shall be entitled to eight (8) hours straight time as a floating holiday. Such floating holidays may be taken at a time convenient to the employee subject to the approval of the Company, which shall not unreasonably be withheld. The employees shall have the right to cancel the floating holiday upon giving the Company reasonable notice. If not taken by December 31st, in any given year, the floating holiday will be paid for but not carried forward into the following year.

- 9:07 Maintenance only - One (1) additional floating holiday will be paid to those employees who have worked 1,000 hours in the calendar year. If not taken by December 31 st, the holiday will be paid for but not carried forward into the following year .
- 9:08 Maintenance only - One (1) additional floating holiday will be paid to those employees who have worked 1200 hours in the calendar year. If not taken by December 31 st, the holiday will be paid for but not carried forward into the following year.
- 9:09 Maintenance only - Employees have the right to carry forward entitlement or holiday pay as reference in 9:06 to be paid out in the first pay period following recall from lay off .

Article 10 – Hours of Work

- 10:01 The regular work day shall be eight (8) consecutive hours and regular work week shall be forty-eight (48) hours Monday through Saturday inclusive. The work day

shall start at twelve (12) midnight and end twenty-four (24) hours later.

- 10:02 The normal schedule for plant refrigeration and boiler room operators shall be a shift basis, Monday through Sunday consisting of eight (8) or twelve (12) hours per day and forty-two (42) hours per week averaged over a four (4) week cycle.
- 10:03 Shift engineers and compressor room workers will not be required to paint beyond normal reach if working alone.
- 10:04 The starting time of each working day or shift will be set by the Company having due regard to the requirements of the plant and the interests of the employee or as set out in Schedule B.
- 10:05 (a) The meal period of employees shall be one-half (1/2) hour and no employee shall be required to work longer than five (5) hours without a meal period.
- (b) If there is a power outage during the dinner break, employees will be

entitled to have an extra fifteen (15) minutes after the power is restored.

10:06 When a paid holiday named in this Agreement occurs on a regularly scheduled work day, the regular weekly hours shall be reduced accordingly.

10:07 Employees working on a three (3) shift basis shall be expected to eat during normal working hours at a time determined on the basis of the work load and the time taken for the meal period shall not be deducted from the working hours.

10:08 (a) When an employee has submitted a claim for Worker's Compensation, he may in the week following the application make application to the Company for advance payment to a maximum of \$250.00 per week to be paid by the Company prior to receipt of payments from Workers Compensation. Should the employee's application be accepted by the Company, it will advance to the employee during the following

week, provided the employee has not returned to work, payments as requested. Should the Company not be prepared to accept an application by the employee, the local unit will be advised before the final decision is made to enable a review of the Company's concerns with respect to an individual employee's application. When an employee's application is accepted, the employee will be required to sign an appropriate form.

- (b) An employee who receives an advance payment from the Company shall reimburse the company for the advance. Repayment shall be determined by the company in consultation with the employee.

10:09 The thawing shift starts on Sunday and ends on Thursday. For this shift, Sunday will be paid at straight time the basic hourly rate. **These employees will receive a shift premium of \$3.00/hour for up to eight (8) hours when thawing H&G.**

- 10:10 The relief operator, while on layoff, will be called back to fill vacancies due to sickness, vacation, holidays, training, union business, etc., when it is known in advance that the shift operator will be absent from their complete shift (3 days).

Article 11 – Rest Periods

- 11:01 Employees shall be entitled to a rest period of fifteen (15) minutes during each half shift. At the expiration of the rest period each employee shall be at his post in readiness to commence work.
- 11:02 A fifteen (15) minute rest period will be scheduled upon the completion of one and one-half (1½) hours of overtime during and overtime period.
- 11:03 Employees working in departments where the operations of machinery and equipment must be maintained on a continuous basis shall be allowed a rest period during the shift, but it will be taken at the place of work for a period of time as outlined above.

Article 12 – Overtime

- 12:01 (a) Maintenance workers who work in excess of eight (8) hours in a day or forty (40) hours in a week shall be paid at a rate of time and one half (1 ½).
- (b) Production workers working in excess of nine (9) hours in a day and all hours worked on a Saturday or equivalent Saturday shall be paid at the rate of time and one-half (1½).
- (c) All hours worked on Sunday or their equivalent Sunday shall be paid at the rate of double time (2X).
- (d) All hours in excess of nine (9) hours and with the exception of Saturday or equivalent Saturday shall be voluntary.
- (e) The ninth (9th) hour will be paid at the rate of **\$20.00**.
- 12:02 All overtime shall be optional and voluntary except for the ninth (9th) hour or any part of the same.

- 12:03 There will be no pyramiding of daily or weekly overtime, or any combination of hours subject to overtime premium or holiday pay for the purpose of calculating wages.
- 12:04 All worked performed in the excess of eleven (11) hours in any twenty-four (24) hours shall be paid at the rate of double time (2) and after fifteen (15) hours at double time and one-half (2 ½) the basic rate.
- 12:05 Employees required to work to such an hour as would give them less than ten (10) hours from the time they ceased work in the evening until they are required to report to work the following morning shall have the length of time that his or her rest period is shorter than the ten (10) hours paid for at a rate of double time (2). This is to be computed on his or her regular hours of labour, or waiting time, on the morning on which it occurs and shall in no way prejudice working time on that day.
- 12:06 Workers who work past the ninth hour will be entitled to a hot meal where overtime is not scheduled in advance.

Article 13 – Reporting and Call Out

- 13:01 Employees reporting for work on their regular shift Monday to Saturday inclusive, unless previously notified not to report, shall be guaranteed four (4) hours pay in lieu of work at their appropriate straight or overtime rate. If, however, employees are put to work they will be guaranteed a minimum of four (4) hours of pay at the appropriate straight overtime rate.
- 13:02 Employees called back to work after they have gone home for the day or outside their regular shift, shall be paid a minimum of four (4) hours at the appropriate rate. Should a breakdown occur while the employee is in the plant the employee will be expected to stay and repair the breakdown. This clause shall not apply to overtime scheduled in advance or during regular hours of work and time used on call outs will not be used to calculate overtime pay. The Company will not require a called-out employee to remain on the job after he or she has completed the work he or she was called for. The work he or she was called out to do including any necessary repairs on any additional breakdown.

Article 14 – Seniority

- 14:01 Seniority shall mean the length of service accumulated from the most recent date of hire that an employee has accumulated in the division. Upon ratification of this Agreement a “master” seniority list shall be posted for each shift. Employees shall have thirty (30) days after posting (or their return to work after layoff, sick leave, leave of absence or vacation) to appeal in writing any errors or omissions. Subsequent seniority lists shall be posted on each anniversary date of this Agreement and employees shall have the right to appeal within thirty (30) days after posting (or their return to work after layoff, sick leave, leave of absence or vacation) any errors or deviations from the “master” lists.
- 14:02 In matter concerning layoff, recall, filling of vacancies and transfers of employees, the Company shall select individuals as hereinafter provided on the basis of seniority and ability and where ability is sufficient to perform the required duty, seniority shall govern.

14:03 In making selections for promotion to team leaders, ability and qualifications shall be the governing factors, and where these two are equal, seniority shall prevail.

14:04 An employee will lose all seniority if he/she:

- i) fails to return to work within a reasonable time when recalled after layoff. Reasonable time shall be interpreted to mean three (3) days after employee has been notified. This may be six (6) days if employee is over fifty (50) miles away. Employees on layoff are responsible for keeping the Company informed of their current address;
- ii) is discharged for justifiable cause;
- iii) quits his/her job.

14:05 An employee will retain and accrue seniority:

- i) while on layoff;
- ii) if promoted outside the bargaining unit for the first time, for a period of

up to one (1) year; or promoted outside the bargaining unit the second time for a period of up to thirty (30) days. On return to the bargaining unit the employee will pay all back-union dues;

iii) while on approved leave of absence.

14:06 Whenever a shortage of work of one (1) hour or greater occurs in a department, senior employees may replace swat members in any department.

14:07 An employee who has the seniority and ability to do the job can bump an employee on the other shift or an employee on the same shift. Once an employee has bumped, that employee must stay at the job until December 31st each year.

14:08 Employees whose team is not working will be called in by seniority and ability to fill vacancies due to sickness or vacation. A list of available people will be developed. When the volunteer list is exhausted, the Company will then select from available "swats" and finally in reverse order of seniority.

- 14:09 When establishing a new team or adding new team members to an existing team, those positions must be posted on the plant bulletin board for five (5) days with all employees having the right to apply. An employee shall have five (5) days to determine if the job is suitable.
- 14:10 If a team is terminated before the end of the year, all members of that team will have the right to exercise their seniority at that time if they have the ability and must be retrained if necessary.
- 14:11 When overtime is worked, it shall be distributed equally among employees in the classifications worked provided skills permit.
- 14:12 Employees who are transferred by the Company will return to their original positions when the transfer is finished.
- 14:13 For layoffs of other than those of short duration related to non-supply of raw material to the plant the Company agrees to give employees two (2) weeks' notice. The employees agree to give the Company two (2) weeks' notice of intention to quit.

- 14:14 If an employee's position become redundant and the employee may exercise his/her seniority within the bargaining unit to move to a position in which he/she can be trained, it is understood that if his/her old job should reopen within two (2) years of it being declared redundant, such employee will have the first option to return to his/her former position.
- 14:15 The Company agrees to operate the night shift on the same basis of departmental classification as day shift.

Article 15 – Classifications and Wages

- 15:01 There shall be a separate Schedule "A" listing job classification and wage rates, and such schedule shall be attached to and form a part of this Agreement.
- 15:02 When a new classification is established or there is a substantial change in the duties of an existing job during the term of this Agreement, the rate of pay for such new classification or new job change shall be agreed to by the parties and thereafter become part of Schedule "A" of this

Agreement. Should the parties be unable to agree on a rate of pay, the matter may be referred by either party to an arbitrator.

15:03 New employees hired to fill permanent vacancies will be considered probationary during their first thirty (30) working days, in the classification in which they were hired, and may be paid forty (\$0.40) cents per hour below the established rates for their job classification.

15:04 Maintenance standards for each classification shall be provided and posted and a review for the progression to the next classification shall be made every six (6) months.

15:05 For all maintenance employees using their own tools at work the Company will pay a lump sum by December 31st of three-hundred dollars (\$300.00) for those who have worked twelve (12) months with the Company. This amount to be paid by separate cheque and shall be adjusted according to the months worked by those employed for less than twelve (12) months and using their own tools. A minimum tool list requirement will be

agreed to between the Company and the Union.

- 15:06 In case of termination, the tool allowance will be paid pro rata for all qualifying plant maintenance employees. Payment to be with final separation cheque.

Article 16 – Leave of Absence

- 16:01 The Company may grant a leave of absence to an employee for reasons of Union activity or legitimate personal business. Such leaves of absence shall not be unreasonably refused.
- 16:02 The Company may grant leave of absence without pay or benefits to employees for upgrading of skills and technical courses for any company related work. Such leave will be for periods not to exceed two (2) years. Where an employee is taking a course, which requires three (3) years to complete, employee will be granted an additional year of leave. Employees who return to work from an education leave of absence within the prescribed period will suffer no loss of seniority for the period of the approved leave of absence.

- 16:03 The Company shall grant a leave of absence up to a maximum of one-hundred and four (104) weeks to an employee for reasons of bona fide illness (to be reviewed after 52 weeks). It is understood that such leaves of absence may be extended by mutual consent of the Company and Union.
- 16:04 The Company shall grant a leave of absence to pregnant employees for a period of up to twelve (12) months.
- 16:05 Where an employee has been elected to the local municipal council, the Company may grant leave of absence from time to time to attend council business. Payment for such leave shall be at the sole discretion of the Company.
- 16:06 The Company will grant leave of absence for up to two (2) terms for employees who are elected to the Provincial House of Assembly or the House of Commons.
- 16:07 Subject to Clause 6, an employee shall be entitled to compassionate leave not exceeding three (3) days with pay in case of death of the mother, step-mother,

father, step-father, spouse, child, step-child, brother, sister, mother-in-law, father-in-law, grandfather, grandmother, grandchild, common – law spouse, legal guardian, brother-in-law, sister-in-law, niece and nephew, other step relations, the three (3) days shall be (1) day including aunts and uncle.

16:08 If the death of a relative referred to in Article 16:07 occurs outside the province, the employee, if he/she attends the funeral may be granted leave with pay not exceeding five (5) days.

16:09 Payments for leave under Article 16:07 and 16:08 will be made in respect of days on which the employee was scheduled to work and did not work as a result of compassionate leave.

Article 17 – Temporary Assignments

17:01 Employees temporarily assigned to do work in a higher classification shall be paid at the higher rate while so employed in the higher classification.

17:02 Employees assigned temporarily to perform work in a classification paying a lower rate than their own shall be paid their regular rate for the first day of the assignment and on other days will not lose their classification rate if there is work in their classification.

Article 18 – Safety

18:01 The Company and the Union recognize the importance of safety in the work place. It is the intention of both parties to achieve and maintain, through mutual co-operation, the highest standards in all areas affecting the health and safety of plan employees.

18:02 Legislation – The parties recognize all provisions and existing legislation related to occupational health and safety.

18:03 Committees – The parties are agreed to the continuance and establishment of the following committees which will provide an overall frame work to deal with all issues related to occupational health and safety and accident prevention.

18:04 The parties agree to the establishment of a plant Occupational Health and Safety Committee comprised of six (6) members from management and six (6) members selected by the Union. This Health and Safety Committee will meet monthly during working hours without loss of pay and benefits as related to Article 20 and make a report in writing.

A copy of the committee's report shall be sent to the Safety Branch established under the Occupational Health and Safety Act as well as the Union. The Safety Committee shall be responsible for setting the time and place of safety committee monthly meetings.

18:05 The Committee will review and make recommendations concerning any unsafe conditions and the stoppage of any unsafe work, review and make recommendations concerning all chemical applications in the plant, review and make recommendations for health and safety training and education and review and make recommendations on environmental test results.

- 18:06 It is agreed that a qualified Union representative has the right to be involved in any fatality investigation.
- 18:07 Emergency evacuation drills will be carried out on Company time twice annually.
- 18:08 All plants will be provided with a properly equipped first aid facility. A qualified first aid attendant will be available.
- 18:09 Members of the Committee shall make tours of the plant, checking for unsafe conditions or practices. Tours shall be conducted on a monthly basis.
- 18:10 An inspection of the first aid room shall be made every month by a qualified person authorized by the Company and the Union to ensure that proper facilities and material are provided.
- 18:11 The Safety Co-Chairperson or their designate shall accompany the Department of Labour Safety Inspector when he/she makes his/her inspection.
- 18:12 In the event that the plant is evacuated, 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 to the Occupational Health and Safety Committee. The conditions will be monitored by an air sampler provided by the Company according to Worker's Compensation Commission standards.

18:13 When the first aid attendant directs employees who have been injured on the premises to a hospital or clinic for treatment, the Company will continue to pay such employees to the end of their regular shift. Employees who are released and fit to return to work are expected to return to work.

18:14 The Company shall designate a particular vehicle to be used in case of emergencies.

18:15 An employee who as a result of permanent physical or mental disability while employed by the Company and is hereby unable to perform his/her regular job, will be afforded the opportunity to relocate to another existing position for which he/she is suited and is capable provided that he/she can perform the work required and has the necessary

seniority to bump a junior employee from this position.

- 18:16 M.S.D.S data sheets shall be posted in a prominent place with easy access to all employees. Where the handling of chemicals required specialized equipment, such items shall be supplied by the employer to WHIMSMS Legislation of M.S.D.S sheets.
- 18:17 The Safety Committee 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 the plant.
- 18:18 Both parties agree to make every effort to comply with the recommendations of the Safety Committee.
- 18:19 Where plants are fueling boats on site, fire extinguishers are to be kept on hand at all times and to be used by properly trained personnel.
- 18:20 Fresh milk to be provided for persons braising, braise welding, cutting and welding galvanized steel.

- 18:21 Contractors or other persons working on Company property at any given time are to follow safety guidelines set out by the Occupational Health and Safety Committee.
- 18:22 Shower facilities to be provided for maintenance personnel and persons who will be handling dangerous chemicals. Quick shower units to be provided where deemed necessary.

Article 19 – Labour Management Committee

- 19:01 There shall be a Labour Management Committee made up of six (6) members appointed by the Union and by the Company and the Committee shall meet at least once a month. This Committee has no power to officially interpret this Collective Agreement, but is to work together in a harmonious spirit to solve any of the problems arising between management and its employees. Minutes to be posted within five (5) working days.

- 19:02 The Company will provide eight (8) hours paid time off per week for the unit chairperson.
- 19:03 Icewater Seafoods Inc. will pay to the FFAW-Unifor one-thousand dollars (\$1,000.00) for education fund a one-time payment for the life of the contract. Cheque to be sent to union office.

Article 20 – Working Conditions

- 20:01 The Company agrees to provide and maintain adequate and suitable toilet facilities; adequate clean drinking water facilities to all employees during working hours; adequate heating and ventilation and an adequate lunch room facility.
- 20:02 Employees who are assigned to work in cold storage rooms shall be rotated to provide for periods of no more than thirty (30) minutes in the cold storage room and at least fifteen (15) minutes outside the room.

Article 21 – Harassment Based on Gender

- 21:01 The Company and Union agree to take every reasonable action to eliminate sexual harassment in the work place. Should a problem arise between or among union members, the Union will have first priority to settle the problem after first consulting with the Company.
- 21:02 Complaints under this article will be dealt with by the employer and the Union with all possible confidentiality.

Article 22 – General Provisions

- 22:01 The Company will endeavor to assist those employees whose job security may be affected by dependency on alcohol or drugs. Such cases will be reviewed by a committee of two (2) comprised of the plant manager or the production manager and the local president or vice-president. The committee will make recommendations on treatment and rehabilitation. The acceptance by the individual employee or abiding by such recommendations shall determine the

status of his future employment with the Company.

22:02 The Company agrees to make deductions from an employee's pay cheque for remittance to the Credit Union upon receiving a written request from the employee.

22:03 The Company will detail weekly hours and earning on the bi-weekly pay stubs.

Article 23 – Group Insurance

23:01 The Company and qualifying employees shall cost share on a 50/50 basis the premiums for health care, life insurance and accidental death and dismemberment group insurance.

23:02 i. a qualifying employee is one who is projected to work eight hundred (800) hours in a calendar year and will commence cost sharing at the beginning of the calendar year.

or

ii. One who, while not projected to work eight hundred (800) hours in

a calendar year, in fact reached the eight hundred (800) hour threshold in a calendar year, will commence cost sharing effective the beginning of the following month the threshold has been reached and shall continue the cost sharing arrangement for the balance of said calendar year.

- 23:03 An employee who qualifies for cost sharing shall continue with cost sharing arrangements in each subsequent calendar year provided in each calendar year the employee qualifies and provided the employee does not have an interruption in earnings for twelve (12) consecutive weeks.

Article 24 – Duration of Agreement

- 24:01 The agreement shall become effective on June 1, **2020** and shall remain in effect until May 31, **2023** and thereafter shall be automatically renewed from year to year, unless in any year ninety (90) days preceding the date of expiration of this agreement, a written notice is given by

either party to this Agreement or to negotiate a new one. In such event, negotiations for a new agreement or amendments to the existing agreement shall take place between the parties.

24:02 During the course of any negotiations subsequent to such notice being given the Collective Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties of this Collective Agreement have
hereunto their hands and seals subscribed and set this 14 day of
December, ²⁰²¹~~2020~~.

SIGNED, SEALED AND DELIVERED in the presence of:

Ice Water Seafoods Inc.

FISH FOOD AND ALLIED WORKERS
(FFAW/Unifor)

Adrian [Signature]

Melanie Lockyer

Ryan Wetherham

Cynthia Lockyer

Judy Hynes

Key Perry

WITNESS

Nicole Stade

James Full. (for GP).

Schedule A – Classification and Wage Rates

Job Grade 1	Current	1-Jun-20	1-Jun-21	1-Jun-22
	\$17.09	\$17.52	\$17.91	\$18.27
Chief Operator	Current	1-Jun-20	1-Jun-21	1-Jun-22
3A	\$31.53	\$32.32	\$33.05	\$33.71
4B	\$29.83	\$30.58	\$31.26	\$31.89
	\$27.23	\$27.91	\$28.54	\$29.11
Maintenance	Current	1-Jun-20	1-Jun-21	1-Jun-22
AA+	\$30.72	\$31.49	\$32.20	\$32.84
AA	\$30.17	\$30.92	\$31.62	\$32.25
A	\$29.83	\$30.58	\$31.26	\$31.89
B	\$26.91	\$27.58	\$28.20	\$28.77
C	\$26.25	\$26.91	\$27.51	\$28.06
D	\$25.50	\$26.14	\$26.73	\$27.26
Painter	Current	1-Jun-20	1-Jun-21	1-Jun-22
	\$20.67	\$21.19	\$21.66	\$22.10

Tool allowance \$300.00/year

- i. Team Leaders receive \$0.50/hour premium.
- ii. Shift premium for Boiler and Refrigeration night shifts shall be \$0.20 per hour (12 hour shifts) and \$0.15 and \$0.20 per hour (8 hour shifts).
- iii. Shift premium for boiler and refrigeration engineers operating on a three-shift basis shall be \$1.00 for all hours worked on a calendar Saturday and \$2.00 for all hours worked on Sunday.

Schedule B – Scheduled Hours of Work in Plant

Wharf Department (summer schedule)	7:30 a.m. to 12:00 p.m. (as scheduled) 1:00 p.m. to 4:30 p.m. (as scheduled)
(Trawler Discharge)	7:30 a.m. to 12:00 p.m.* (as scheduled)
(Trawler Discharge)	1:00 p.m. to 4:30 p.m.* (as scheduled)
(Trawler Discharge)	5:30 p.m. to 10:00 p.m.* (as scheduled)
(Trawler Discharge)	10:30 p.m. to 2:00 a.m.* (as scheduled)
Holding Room (Shift 1)	7:00 a.m. to 3:00 p.m.
Holding Room (Shift 2)	3:00 p.m. to 11:00 p.m.
Holding Room (Shift 3)	11:00 p.m. to 7:00 a.m.
Cutting Room (Day Shift)	7:30 a.m. to 12:00 p.m. 12:30 p.m. to 4:00 p.m.
Cutting Room (Night Shift)	4:30 p.m. to 9:30 p.m. 10:00 p.m. to 1:00 a.m.
Trimming Department (Day Shift)	7:30 a.m. to 12:00 p.m. 12:30 p.m. to 4:00 p.m.
Trimming Department (Night Shift)	4:30 p.m. to 9:30 p.m. 10:00 p.m. to 1:00 a.m.
Packing/IQF Department (Day Shift)	8:00 a.m. to 12:00 p.m. 12:30 p.m. to 4:30 p.m.

Packing/IQF Department (Night Shift)	4:45 p.m. to 9:30 p.m. 10:00 p.m. to 1:15 a.m.
Freezer Department (Day Shift)	7:00 a.m. to 12:00 p.m. 12:30 p.m. to 3:30 p.m.
Freezer Department (Night Shift)	4:00 p.m. to 9:30 p.m. 10:00 p.m. to 12:30 a.m.
Clean-up Crew	Shift start and finished times will be scheduled in accordance with operational requirements, in consultation with clean-up crew.
Maintenance (Day Shift)	7:30 a.m. to 12:00 p.m. 12:30 p.m. to 4:00 p.m.
Maintenance (Night Shift)	4:00 p.m. to 9:30 p.m. 10:00 p.m. to 1:00 a.m.
Shift Operators	7:00 a.m. to 7:00 p.m. 7:00 p.m. to 7:00 a.m.

* Discharging shifts may change from eight (8) hours per shift to twelve (12) hours per shift as per requirements, or boat turn around.

** Currently the Clean-up shift starts at 11:00 p.m. to 3:00 a.m./ 3:30 a.m. to 7:00 a.m.

If the plants starts another shift, clean-up will go back to the start times in the schedule.

Schedule C – Issued and Charging Policy for Protective Clothing and Tools

Insulated outer clothing, excluding footwear, used to work in cold storage, discharge areas and outside discharge forklift operators, will be made available.

Hearing, eye and other safety protection where required, excluding footwear, will be available.

Special tools as may be designed by local management except tools of recognized trade will be made available.

Maintenance – two (2) pairs of coveralls per year.

Welders coveralls – up to three (3) pairs per year, as needed

All employees on the seniority list will receive a clothing allowance as set out below, to be paid on a separate cheque the first pay in December of each year, provided employees have work two-hundred and forty (240) hours in the calendar year.

Holding Room	\$150.00
Production	\$75.00
Maintenance	\$50.00
Clean-up	\$30.00

Oil clothes will be available for the discharge crews on a communal basis.

Schedule D – Letter of Understanding

Severance Pay

Employees shall be entitled to a severance pay package calculated in accordance with the terms and conditions as set out below:

1. This severance package shall be available to qualified employees provided the plant is sold by the company or the plant closes, resulting in their termination of employment of a qualified employee and a labour dispute is not one of the key factors in the decision to sell or close the plant.
2. A qualified employee will be defined as:
 - 2.1 an employee on the company's seniority list for a period of two (2) years.
 - 2.2 an employee who was not offered a job by the purchaser of the company.
3. In the event of a plant closure the Company shall provide a severance fund of \$300,000 for distribution to qualified employees, as agreed between the Union and the Company.

4. In the event of the sale of the Company where only a portion of the workforce is severed, the \$300,000 will be reduced accordingly on a pro-rated basis of severed employee to total workforce.

Schedule E – Schedule of Benefits for Hourly Employees

Basic Group Life Insurance

Coverage of \$25,000

Coverage reduces 50% at age 65

Non-Evidence Limit \$25,000

Existing amounts will be grandfathered

Optional Group Life Insurance

Available in units of \$10,000 up to a maximum
of \$250,000

Existing amounts will be grandfathered

Basic Accidental Death and Dismemberment

Coverage of \$25,000

Coverage reduces 50% at age 65

Non-Evidence Limited \$25,000

Optional Accidental Death and Dismemberment

Available in units of \$10,000 up to a maximum
of \$250,000

Health Benefits

Vision Care:

- Program pays 100% of eligible expense; maximum eligible expense of \$300.00 for eye examinations, lenses, and frames combined.

- Vision care benefits every two consecutive years for adults and every calendar year of dependent children.
- Benefits covers contact lenses due to a medical condition; maximum of \$200.
- Benefit covers visual training; maximum of \$150.

Prescription Drug Benefits:

- Employees pay 20% for each drug on the prescription
- No deductible is paid prior to benefits being eligible for payment
- Eligible drug benefits include medically necessary drugs which by law can only be obtained with a prescription as well as non-prescription requiring medications considered by the benefit carrier to be life-sustaining. Certain life-sustaining, over the counter products such as insulin and nitroglycerine are also included.

Schedule F – Maintenance Employee Training and Promotion Plan

It is the policy of the Company to encourage and assist maintenance employees to acquire the necessary skills that will allow them to be promoted through their Classes (C, B, A, AA, AA+) to the limit of their capability.

To achieve the policy, each maintenance employee will be interviewed to determine their present skill level and their interest in acquiring more or additional skills (6 months intervals).

When an employee indicates their interest and in the opinion of the Supervisor and Maintenance Manager, they have the potential, an “ON-THE-JOB-TRAINING: (O.J.T) plan will be developed for each individual.

BRIEF DEFINITION OF CLASSES:

Class AA+ Require a journeyman in one (1) listed skill plus proven proficiency in two (2) other listed skills and be employed with Icewater Seafoods Inc. as an AA for at least one (1) year.

or

Have two (2) journeyman's in two (2) required listed skills.

Class AA Require a journeyman in one (1) listed skill and proven proficiency in one (1) listed skill and be employed one (1) year with Icewater Seafoods Inc. as a maintenance A.

Class A: Require a journeyman in one (1) listed skill.

Class B: Require a pre-employment diploma from a recognized school of training such as Community Colleges, etc., and registered under an apprenticeship plan and have completed the second (2nd) term of apprenticeship training.

Tech. courses 'B'

Class C & D: Are normally steps for apprentices and improvers that have no formal training and may developed from a helper position.

Helper: Assists a more skilled employee by holding, carrying and performing simple work under the direct leadership of the more skilled employee.

Apprentices and improvers shall be required to register under the Provincial Career Development Industrial Training Plan as apprentices or under the Company Plan Maintenance Technician and/or Production Maintenance Technician Training Plan.

Helpers may be considered if Icewater Seafoods Inc. needs arise.

New employees hired with the Community College having the one (1) year pre-employment diploma shall start at the "C" classification and progress accordingly.

9 Months D.V.S	C Class
1st Term Back to School	C+ Class
2nd Term Back to School	B Class
3rd Term Back to School	B+ Class
Journeyman Pass	A Class
Tech Courses	B+ Class

There are provisions for a progression of one-half (1/2) the difference to the next higher rate to allow for progression of apprentices and improvers.

Recognized Journeymen Trades

1. Industrial Mechanic (Millwright)
2. Industrial Electrical
3. Steam/Pipe Fitting
4. Welding – Oxygen Acetylene
5. Machinist
6. Vehicle Repairer (Mechanical)
7. Carpentry and Joinery
8. Plant Maintenance Technician
9. Production Maintenance Technician
10. Power Engineering Certificate
11. Refrigeration Certificate

Recognized Plant Skills

1. Special Processing Equipment
2. Forklift/Lift Truck Maintenance
3. Ice Plant Mechanical Equipment
4. Scales, Mechanical and/or Electronic
5. Basis, Welding-Oxygen Acetylene
6. Water Pump Repairs
7. High Pressure Certification in Welding
8. Baader Course (3 or more processing machines in which Skinners, Knife Sharpeners and Separator can only be one of the three (3) requirements).
9. Chlorination Equipment

Note: Icewater Seafoods Inc. shall reserve the option to make adjustments to trades and skills as the need arises.

Schedule G – Bereavement Leave

To Whom It May Concern:

Bereavement Leave

The parties agree that the proper interpretation of bereavement leave under the Icewater Seafoods Inc. contract is as follows:

Bereavement leave is applicable for the first three, two or one whichever is appropriate consecutive work day(s) following the death. This means, for example, if a relative dies on Friday night and the entitlement is for three days and there is no work on Saturday and Sunday that bereavement leave of three days would be payable for Monday, Tuesday and Wednesday providing there is work in the plant and providing that bereavement leave is sought and given by the company. It is further understood that statutory holidays are not to be considered part of bereavement leave.

Signed and agreed to on December 13, 2007.



Melvin Lockyer
Fish, Food & Allied Workers
(FFAW/CAW)



Alberto Wareham
Icewater Seafoods Inc.

Schedule H – Refrigeration Operations

July 12, 2004

Mr. Greg Pretty
Director – Industrial/Retail Sector
Fish, Food & Allied Workers
FFAW/CAW
P.O. Box 10, Station "C"
St. John's, NF
A1C 5H5

Dear Mr. Pretty:

This letter is to confirm the company's intentions with respect to the Refrigeration Operation of the plant.

It is agreed that when the plant is in full production, there will be (4) Shift Operators on a shift rotation, the Chief Engineer and a Day Shift Operator, to allow the Shift Operator to perform maintenance duties.

When the plant is not in production but there is product in the Cold Storage, there will be (4) Shift Operators on shift rotation plus the Chief Engineer.

Best regards,

ICEWATER SEAFOODS INC.



~~John~~ Wareham

Alberto

AW

Schedule I – Miscellaneous Letters of Intent

December 13, 2007

Mr. Greg Pretty
Director – Industrial/Retail Sector
Fish, Food & Allied Workers (FFAW/CAW)
P.O. Box 10, Station "C"
St. John's, NF
A1C 5H5

Dear Mr. Pretty:

This letter is to confirm the Company's intention during the life of the agreement signed on between Ice Water Seafoods Inc. and the Fish, Food & Allied Workers (FFAW/CAW) with regard to the following subjects:

Overtime Work and Saturday Work

The Company will, where it is possible, notify employees by noon on Friday if work is required on Saturday, also, if overtime is to be worked the Company where it is possible notify employees by noon on that day.

Miscellaneous

Coats will be made available to engineers for working in ice bins, cold storage and chill rooms.

Qualified shore personnel shall have priority over trawler personnel for performing work to be carried out at dockside.

Vacations (12 hour shifts)

Engineers will have eight (8) full twelve (12) hour schedule work days annual leave. (Twelve (12) days for those entitled to three (3) weeks holidays and so on).

Inclement Weather Policy

The Company recognizes that inclement weather may make it desirable to terminate a shift

prematurely. The decision to do so will be made by the senior person in charge of the shift with due attention to all relevant factors. Employees who leave work without permission may be subject to disciplinary action. Should an employee feel that he/she has been unjustly disciplined, recourse is available through the grievance procedure.

DEFINITION OF A TEAM LEADER

A team leader is an individual who is selected to perform, along with his/her normal duties, a variety of other jobs not normally done by regular workers. In most cases these additional responsibilities are related to seeing that the day to day normal functions of he/her team are operating correctly and that a sufficient amount of production is available for his/her team. This person is selected because of his/her fundamental knowledge within his/her team and his/her past performance has usually exhibited his/her sense of responsibilities and honesty. The team leader reports directly to his/her coach and his/her scope as team leader does not include discipline. Although the foregoing is a general concept of what a team leader's duties are his/her actual duties are usually developed between the coach and his/herself.

Mr. Greg Pretty
Director -Industrial/Retail Sector
Fish, Food & Allied Workers (FFAW/CA W)
P.O. Box 10, Station "C"
St. John's, NF
AIC 5H5

Dear Mr. Pretty:

Refrigeration Engineers -The Company agrees to bring in one other (shift) refrigeration engineer when another engineer is sick.

Engineers will not be required to perform work outside their normal duties.

Warning slips -The Company agrees that minor warning slips will be removed from an employee's file after **100 shifts worked without further discipline.**

Sincerely,

April 6, 2011

Mr. Greg Pretty
Fish, Food & Allied Workers (FFAW/CAW)
P.O. Box 10, Stn. C
268 Hamilton Avenue
St. John's NL
A1C 5H5

Dear Mr. Pretty,

As agreed in negotiations, the Company will amend the Group Medical plan to permit employees who retire and have at least twenty (20) years service and have attained the age of sixty (60) years to remain in the plan. The employee must be participating in the plan immediately prior to retirement and plan participation will terminate when the retired employee attains age of sixty-five (65). Premiums will be paid 100% by the retired employee.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Alberto', followed by a long, horizontal, slightly wavy line extending to the right.

Alberto Wareham
Icewater Seafoods