



COLLECTIVE AGREEMENT

between

Labrador Shrimp Company

(L'Anse Au Loup, Mary's Harbour, Pinsent's Arm, Charlottetown & Cartwright)

and

Fish, Food & Allied Workers

Effective

January 1, 2021 to December 31, 2024

Contents

Article 1 - Recognition	3
Article 2 - Union Security	3
Article 3 - Management Rights	4
Article 4 - Employee Rights	5
Article 5 - Union Officers	6
Article 6 - No Strike - No Lockout	7
Article 7 - Working Conditions	8
Article 8 - Classifications and Wages	11
Article 9 - Preservation of Rates	12
Article 10 - Hours of Work	12
Article 11 - Overtime	14
Article 12 - Distribution of Work	14
Article 13 - Statutory Holidays	14
Article 14 - Vacation	16
Article 15 - Seniority	16
Article 16 - Safety	18
Article 17 - Leave of Absence	19
Article 18 - Grievance Procedure	20
Article 19 - Arbitration	21
Article 20 - Labour Management Committee	23
Article 21 - General	23
Article 22 - Amendment	23
Article 23 - Term of Agreement	24
Article 24 - Education Fund and Women's Advocacy Program	25
Schedule 'A'	27
Classifications and Wages	27
Schedule 'B'	28
Letter of Understanding - Statutory Holiday Compensation	30

Article 1 - Recognition

- 1:01 The Company recognizes the Union as the sole and exclusive bargaining agent for all employees of the Labrador Shrimp Company at L'Anse au Loup, Mary's Harbour, Pinsent's Arm, Charlottetown and Cartwright, save and except manager supervisor, office manager, office staff, chief engineer, foreperson, watchman, quality control and those above the rank of foreman.
- 1:02 Persons in positions outside the bargaining unit shall not perform work done by classifications for which the working conditions are covered by this Agreement, except for the purpose of demonstration or instruction, or in the event a job of short duration should arise for which no member of the bargaining unit is capable of performing.
- 1:03 The Company shall not make any individual agreement with any member of the bargaining unit directly or indirectly in conflict with the provisions of this Agreement.
- 1:04 The terms and conditions of this Agreement shall be binding upon the companies, 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. The Company shall not contract out bargaining unit work when Union members within the bargaining unit have the necessary skills and abilities and are available, ready and willing to perform the work.
- 1:05 Throughout this Agreement the masculine shall include the feminine and the singular shall include the plural as the context may require.

Article 2 - Union Security

- 2:01 The Company will give preference of employment to Union members except those who have quit or have been dismissed and employ only Union members when such are available and are capable, in the opinion of management, 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 commencement of work with the Company, and that the Company upon hiring, shall deduct from the wages of such employees the initiation fee, the Union dues and any other general assessment. The Secretary -Treasurer of the Fish, Food and Allied Workers will advise the Company in writing of the amount to be deducted. The amount deducted to be forwarded to the Provincial Office of the Fish, Food and Allied Workers no later than the 15th day of each month with a list of names from whom deductions were made on forms provided by the Union. The Company will include the amount deducted for Union dues on T4 Slips.
- 2:03 The Company shall make it a condition of employment that every employee who is now a member or who hereafter becomes a member of the Union shall maintain his membership therein.
- 2:04 The Group 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. The Company further agrees to introduce each new employee to his shop steward.
- 2:05 The Company will remit union dues to the Provincial Office of the Fish, Food and Allied Workers on a monthly basis. Such remittance will include a list of names of employees from whom dues were deducted, their social insurance numbers, and the amount of dues deducted from each employee for that month.

Article 3 - Management Rights

- 3:01 Subject to provisions of this agreement, it is the exclusive function of the Company to operate, manage and direct the business and the workforce, to maintain order, discipline and efficiency to introduce technical improvements and incentive plans; to change production methods, to check individual workers for productivity and efficiency in their work, to engage, layoff, promote transfer and for just cause reprimand, suspend or discharge employees, to determine the

number and location of plants, the products to be manufactured, the methods of manufacturing or operating schedules of production kinds and location machines and tools to be used; and otherwise to take such measures as management may determine to be necessary for the orderly or economical operation of the Company business.

- 3:02 The Company retains the sole and exclusive right to specify the work to be performed and services to be rendered by the employee(s) 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 are unnecessary.
- 3:03 Management rights are subject to the provisions of this Agreement and should be exercised in a manner that is fair, reasonable and consistent with the terms of this Agreement.

Article 4 - Employee Rights

- 4:01 Complaints under this article will be dealt with by the employer and union with all possible confidentiality.
- 4:02 Employees in the bargaining unit shall have access to their personnel records at reasonable times.
- 4:03 The Company agrees to provide the Union with a copy of any written warning affecting an employee. However, the record of any disciplinary action shall not be referred to or used against him at any time after six (6) months following such action.
- 4:04 The Company agrees that when an employee is called in on a disciplinary matter pertaining to his work performance that will form part of his record, he will be accompanied by the steward although the employee may request the steward to leave the meeting. If the employee is to be interrogated by the Company as part of a disciplinary procedure, the Company will notify the Union prior to this interrogation taking place and the employee so concerned has the option prior to this meeting of not having the steward present. For others matters, the employee may be accompanied by a steward if he so desires.

Article 5 - Union Officers

- 5:01 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 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.
- 5:02 The Union shall appoint or elect, and the Company shall recognize and meet with such officers and stewards as are necessary to administer adequately this Collective Agreement at time convenient to the parties of this Agreement.
- 5:03 The Company shall recognize Union officers officially designated as such by the Union and advised by letter to the Company.
- 5:04 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.
- 5:05 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 Union business pertaining to contract administration provided they first obtain permission of management. Such permission shall not be unreasonably denied.
- 5:06 Union officers will be granted a leave of absence with pay, for the purpose of meeting with management to negotiate a renewal of the Collective Agreement. During such absence, vacation and seniority rights shall continue to accumulate.
- 5:07 The Staff Representative or other official representative employed full or part time by the Union will be allowed access to the plant during working hours to conduct necessary Union Business. The Staff Representative or Union Official shall first notify management of his presence and indicate the nature of his business. He shall not disrupt normal Company operations.

- 5:08 In the event of a permanent reduction of the work force, the unit president shall be deemed to have the most seniority while holding office.

Article 6 - No Strike - No Lockout

- 6:01 During the life of this Agreement there shall be no lock-out by the Company or any strike, sit-down, slowdown, 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 and difference and failure to finally agree has been formally recorded by an exchange of letters between the parties hereto.
- 6:02 In the event that the procedure for the settlement of contract negotiations has been completed in accordance with The Labour Relations Act, the Union agrees to give the Company seven (7) days' notice of its intention to strike.
- 6:03 The Union agrees that in the event of any strike or cessation of work that it will maintain all essential services such as heating and refrigeration so as to avoid any deterioration of any buildings, equipment or products.
- 6:04 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 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 work similar to that being performed by the member of the Union which is a party to this agreement.
- 6:05 In the advent of any dispute occurring between the Union and any other company, firm or individual arising out of a breach of any agreement which may be existing between the Union and such other company, firm or individual or for any other reason, or in the event of dispute between the Company and any other union, firm or

individual, then in all such cases there shall be no lockout, stoppage of work or slowdown in work in relation to the Company's operations and no attempt will be made by the Union or any members thereof to interfere in any way with the operation of the Company because of the dispute.

- 6:06 In the event of any 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. No attempt will be made by the Union to hinder Company personnel outside the bargaining unit and maintenance men from entering upon the premises. Emergency for the purpose of this Article is defined as being potentially hazardous to life or to property.

Article 7 - Working Conditions

- 7:01 Adequate and suitable modern toilet facilities that are approved by the Department of Fisheries.

Water dispensers and purified water shall be provided to all plants.

All places shall be adequately heated and ventilated.

For all workers, a suitable restroom properly heated at all times.

Lunchrooms will be provided by the Company with tables and seating accommodations.

Cold storage workers will be permitted to return to normal temperatures at reasonable intervals.

- 7:02 Before returning to work following an illness of more than one (1) day or more, or an accident, an employee must respectively have a medical certificate.

- 7:03 Tool Allowance

For maintenance employees using their own tools at work, the Company will pay a lump sum payment of four-hundred and

seventy-five dollars (\$475.00) per year. This amount will be paid by separate cheque. A list of these employees and the tools they own will be agreed to between the Company and the Union.

The Company will supply all electrical tools.

The Company will assist in replacing broken tools.

7:04 Clothing Allowance

- (a) For butchers; offloaders; brine freezer workers company will deem to provide durable gloves and replace them as needed noting used gloves will be returned to the company in exchange for new.
- (b) Butchers will also receive one (1) pair of rubber clothes per season.
- (c) One (1) pair of rubber clothes per season for all regular crab off-loading crews in Mary's Harbour and Cartwright.
- (d) One (1) pair of gloves and one (1) suit of coveralls for all regular maintenance workers and all regular plate freezer workers per season.
- (e) Three (3) pairs of gloves and one (1) pair of rubber pants for all regular brine freezer workers per season. Off-loaders two (2) pairs of gloves per season.
- (f) One (1) yellow apron, one (1) pair of gloves and one (1) cap for all employees where appropriate per season.
- (g) Insulated suits will be provided for freezer workers.
- (h) Rubber clothes will be provided for clean-up crew and line feeders. In addition, clean-up crew and runners will receive three (3) pairs of blue gloves per season (only applies to Cartwright and Mary's Harbour).
- (i) All production employees will receive one (1) lab coat per contract (every 4 years)

- (j) The Company will provide three (3) inhalers in first aid kits in Mary's Harbour and Cartwright for emergency use.
- (k) Truck drivers will receive one (1) pair of coveralls per season.
- (l) All employees will have the option to take the clothing allowance or one hundred dollar (\$100.00) one-time payment per season. This option excludes one (1) white or one (1) blue lab coat on a per contract basis (those applicable will receive both item and allowance).
- (m) All workers will receive one (1) bib cap from the Labrador Shrimp Company.
- (n) Charlottetown

All employees required to work in the production area will be supplied with a uniform, apron, hair bonnet, pair of rubbers, gloves and sleeves, where warranted.

Employees required to work in cold storage rooms will be supplied with mitts, footwear and one (1) insulated suit every twelve (12) working months.

Maintenance - One (1) pair of coveralls every six (6) working months.

One (1) pair of good quality gloves per month.

Engineers - one (1) pair of coveralls every six (6) working months.

Clean-up - one (1) set of rubber clothes every six (6) working months and one (1) pair of gloves every week or where warranted.

Discharge/Receiving - One (1) set of rubber clothes and one (1) pair of rubber safety boots per season and gloves where warranted.

Peeler Operator, Lead Hand & Recovery - One (1) set of rubber clothes per season or where warranted.

Bag Cutters – Two (2) pairs of rubber clothes per season where warranted.

Employees to receive rubber boots where warranted.

Rubber clothes and Safety Vests will be replaced if damaged on the job.

Warm suits for women who relieve in cold storage.

All items will remain the property of the Company and old items must be returned before new issues.

7:05 The Company agrees to employ a knife sharpener for the L'Anse au Loup plant.

7:06 The Company agrees to provide good quality aprons and rubber clothes for all employees.

Article 8 - Classifications and Wages

8:01 Job classifications and wage rates shall be as shown in Schedule "A" attached to and forming part of this Agreement.

8:02 When a new classification is established or there is a substantial change in the duties of an existing job during the term of this agreement, the rates of pay for such new classification or new job shall be agreed to by the parties and thereafter become part of Schedule "A" of this agreement. Should the parties be unable to agree on the rate, the matter may be referred by either party to arbitration for final settlement. In the meantime, the Company shall set the rate pending arbitration.

8:03 Any conditions or systems arising during the life of this Agreement will be the topic of discussion between the Company and the Union. If the Union and the Company are unable to agree, the proposed changes will be implemented until the matter has been referred to arbitration and the ruling has been received.

8:04 The pay period shall commence at 0000 hours on Sunday and finish

at 2400 hours on the following Saturday. Every Friday shall be the pay day for the previous week and pay cheques shall be available to all workers not later than 3:00 p.m. on that day, and the Company agrees to facilitate the prompt receiving of cheques which shall be accompanied by a statement showing the period covered, the number of hours worked, regular and overtime, as well as any deductions.

Article 9 - Preservation of Rates

- 9:01 Should an employee be temporarily transferred to a position carrying a higher rate of pay than his regular job, he shall be paid the rate for the higher paid job.
- 9:02 Should an employee be temporarily transferred to a position carrying a lower rate of pay, he shall retain his regular rate of pay. If transferred for more than one (1) hour, the employee will receive higher rate of pay.

Article 10 - Hours of Work

- 10:01 A graveyard shift shall be defined as the regular shift for an employee when the employee works between the hours of 8:00pm and 8:00 am. The graveyard shift premium will be \$0.75 per hour above the appropriate classification.
- 10:02 The regular hours of work for all employees will be eight (8) consecutive hours a day and forty-eight (48) hours per week, Monday through Saturday.
- 10:03 For Charlottetown the work day shall start at 12 midnight and end 24 hours later. The regular hours for work shall be sixty (60) hours per week consisting of six (6) days of ten (10) hours per day, Monday through Saturday.

For Shrimp only: 7:00 a.m. to 7:00 p.m.
7:00 p.m. to 7:00 a.m.

The Committee and Company to set up schedule for discharge.

- 10:04 Meal periods shall not be longer than one (1) hour and no employee shall be required to work longer than five (5) hours without a meal period .
- 10:05 Employees shall not be required to suspend work during the regular hours of labour in order to equalize or absorb overtime.
- 10:06 Employees shall be entitled to rest period of fifteen (15) minutes every two (2) hours. An additional fifteen (15) minutes rest period will be granted after two consecutive hours of overtime, and fifteen (15) minutes granted after the ninth hour, if workers have to work ten (10) hours or more.
- 10:07 An employee who works such hours so as not to receive nine (9) hours rest between regular shifts will work at a minimum of double time on his following shift for the number of hours his rest period was less than nine (9) hours.
- 10:08 Employees reporting for their regular shift shall be paid a minimum of four (4) hours pay at their regular rate, or for the number of hours the Company requires them to stand by, whichever is greater.
- 10:09 Employees called back to work outside their regular hours shall be paid minimum of three (3) hours at the rate of time and one-half. The clause is not to apply to a continuation of a shift or overtime scheduled in advance.
- 10:10 When a statutory holiday named in this Agreement occurs on a regularly scheduled work day, the regular weekly hours shall not be reduced accordingly.
- 10:11 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 interests of the employees. The Company shall give all employees reasonable notice of the time work will commence on any day or shift.

Article 11 - Overtime

- 11:01 All hours after nine (9) hours per day, forty-four (44) hours per week shall be at the rate of time and one-half (1 1/2).
- 11:02 All overtime work shall be optional and voluntary after nine (9) hours per day.
- 11:03 Employees on either day shift or night shift may change shifts subject to approval by the Company and production requirements.
- 11:04 When overtime is to be worked, it shall be distributed equally as far as possible among employees in the classification worked.
- 11:05 All hours worked on Sunday will be paid at time and one-half (1½) the base rate.
- 11:06 Overtime will be paid based on the following:
- For applicable wage rates (those with base-rates less than one and one half (1 ½) times minimum wage) workers will be paid one and one half (1 ½) times minimum wage for all hours from 41 to 44 hours (4 hour period); AND all employees will be paid one and one half (1 ½) times their base rate for all hours worked in excess of forty-four (44) hours in a week.

Article 12 - Distribution of Work

- 12:01 Should the Company institute more than one (1) shift, the quantity of work available each week shall be divided, as far as possible, equally between shifts.

Article 13 - Statutory Holidays

- 13:01 All employees who are in good standing on the seniority list shall be entitled to eight (8) hours straight time in addition to any pay

received for hours worked on a paid holiday. An employee who is absent on his scheduled shift on the last scheduled working day just preceding the holiday or just following the holiday shall not be entitled to pay for such a holiday unless the employee is on an approved leave of absence or is absent due to certified illness or on a layoff not in excess of thirty (30) working days. Letter of understanding attached to explain method.

13:02 Holidays are:

New Year's Day	Good Friday
Victoria Day	Canada Day
Civic Day	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day
Aboriginal Day	

Employees who work 400 hours during the season shall be entitled to one (1) floating holiday.

Employees who work 620 hours during the season shall be entitled to two (2) floating holidays.

Employees who work 850 hours during the season shall be entitled to three (3) floating holidays.

Employees who work 1020 hours during the season shall be entitled to four (4) floating holidays.

Note: Maximum four (4) days in total.

13:03 The day proclaimed for each of the foregoing holidays shall be the day observed unless the parties can agree upon an alternate day mutually acceptable to both of them.

13:04 Floating holidays may be taken at a time convenient to the employee, subject to the approval of the Company, which approval shall not be unreasonably denied.

Article 14 – Vacation

- 14:01 a) Employees who have worked less than (130) weeks - four percent (4%) of gross earnings.
- b) Employees who have worked (130) to less than (280) weeks - six percent (6%) of gross earnings.
- c) Employees who have worked (280) weeks or more – eight percent (9%) of gross earnings.

Article 15 - Seniority

- 15:01 Seniority shall mean accumulated service from the most recent date of hire. Seniority lists showing, for each employee listed thereon, (a) name, (b) classification, and (c) employment seniority date, shall be posted on the 15th day of June. Employees shall have fifteen (15) days after posting (or their return to work after lay-off, sick leave, leave of absence, or vacation) to protest in writing any errors or omissions. A copy of each list shall be forwarded to the Provincial Office of the Union at the same time as it is posted at the plant. The Company shall provide the Union with all necessary information relating to the following matters for employees within the bargaining unit: (a) a list of employees including their names, addresses, phone numbers, and classifications ranked according to seniority, (b) job postings, job awards, promotions, (c) hiring's, discharges, suspensions, written warnings.
- 15:02 New employees will be regarded as probationary for the first three (3) weeks or 120 hours whichever occurs first.
- 15:03 In matters concerning layoff, recall, filling of vacancies, and transfers of employees, the Company shall select individuals on ability and seniority and where ability is sufficient to perform the required duties, seniority shall govern.
- 15:04 Seniority shall be recorded on a plant-wide and classification basis.

- 15:05 During periods of layoff or shortage of work, casual or temporary employees shall be replaced by regular employees.
- 15:06 When overtime is worked, it shall be distributed as equally as possible among employees in the classification worked.
- 15:07 Vacancies and new positions within the bargaining unit shall be posted on the plant bulletin board for five (5) working days with all members of the bargaining unit having the right to apply.
- 15:08 (a) Employees shall retain and accumulate seniority:
- (i) while on layoff up to twenty-four (24) months;
 - (ii) while on sick leave, Workers' Compensation, pregnancy leave;
 - (iii) during leave of absence;
 - (iv) if promoted outside the bargaining unit for a period of up to one (1) year.
- (b) Employees shall lose all seniority if:
- (i) discharged for just cause;
 - (ii) quit;
 - (iii) fail to return to work without just cause following layoff and after being notified of the availability of work. Union executive to be notified prior to dismissal under Section (iii). Reasonable time to be defined as three (3) days.
- 15:09 School students shall not accrue or hold seniority in the event they return to an educational institution or continue their education and are unavailable for work.
- 15:10 When an employee transfers to a new classification, his seniority in that new classification shall be from the initial date of hiring as it was in his former classification.

Article 16 - Safety

- 16:01 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 they may refuse because of the danger involved.
- 16:02 It is agreed that as soon as possible after the signing of this Agreement, an occupational health and safety committee be established comprised of at least two plant employees nominated by the Union and two representatives of the employer.
- 16:03 The safety committee established under Clause 16:02 will consider any unsafe 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.
- 16:04 Both parties agree to make every effort to comply with the recommendations of the safety committee.
- 16:05 The safety committee shall meet twice during the season 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.
- 16:06 The safety committee shall meet during working hours without loss of pay for committee members.
- 16:07 Fire emergency drills will be carried out on Company time twice annually.
- 16:08 All plants will be provided with a properly equipped first aid kit. A qualified first aid attendant will be available on each shift.
- 16:09 The safety committee shall accompany the safety inspector when he makes his annual inspection.
- 16:10 The Company shall comply with all applicable provisions of the Occupational Health and Safety Act and Regulations of the Province of Newfoundland.

- 16:11 When the first aid attendant directs an employee who has been injured on the premises to a hospital or clinic for treatment, the Company will continue to pay such an employee until he returns or to the end of his regular shift. Employees who are released and fit to return to work are expected to return to work.

Article 17 - Leave of Absence

- 17:01 The Company shall grant leave of absence without pay to an employee for reasons of Union activity or legitimate personal business including seeking and holding public office as a Provincial MHA or Federal MP.
- 17:02 The Company shall grant employees leave of absence for reasons of pregnancy. A pregnant employee shall commence her leave at such time prior to anticipated date of delivery as is recommended by her physician. The Company shall reinstate the employee at such future date following termination of pregnancy as is recommended by her physician. The employee may have a second season from work without losing her seniority.
- 17:03 The Company shall grant a leave of absence of up to a maximum of two (2) years to an employee for reasons of bonafide illness, industrial accident or disease. It is understood that such leave of absence may be extended by the mutual consent of the Company and the Union. An employee shall return to work when certified as medically fit by his physician.

Compassionate Leave

- 17:04 When an employee who has seniority requests a leave of absence for compassionate reasons, he should be granted such leave in accordance with the following:
- (1) In the event of a death in the employee's spouse (common law) or a child, the employee will be granted five (5) day's leave calculated on the basis of the actual hours of work lost as a result of the leave.

- (2) In the event of a death in the employee's immediate family parents, legal guardian, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law daughter-in-law and son-in-law the employee shall receive three (3) days leave, one (1) day's leave for the day of the funeral, and two (2) days' leave within the next two weeks with pay calculated on the basis of the actual hours of work lost as a result of the leave.
- (3) In the event of the death of a grandchild and grandparents, an employee shall be granted three (3) days leave with pay, calculated on the basis of the actual hours of work lost as a result of the leave.
- (4) In the event of a death of an aunt, uncle, niece or nephew one (1) day's leave for the day of the funeral.

17:05 The Company shall grant employees leave of absence without pay to attend post-secondary education.

Article 18 - Grievance Procedure

18:01 When an employee has a grievance alleging there has been a violation or misinterpretation of the agreement, the employee and/or a shop steward shall process such grievances without stoppage of work according to the following procedure:

STEP 1 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 2 If the grievance is not resolved by the foreman, the department steward, the chief steward or his designated alternate and the griever shall meet with the foreman and the appropriate supervisor in an effort to resolve the matter. Such a meeting will be held within three (3) working days of the conclusion of Step 1 and the management representative will notify the chief steward, department steward and the griever of the decision within twenty-four (24) hours.

STEP 3 If the response is not acceptable, then the grievance shall 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 4 If satisfactory disposition of the grievance is not made as a result of the meeting provided for in Step 2 above, either party by written notice to the other shall have the right to appeal the dispute to arbitration as herein provided.

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

18:03 Grievances arising directly between the Union and the Company shall be submitted at Step 2.

18:04 All grievances in Step 1 and 2 shall be processed promptly on Company time with no loss of pay or benefits to the employee involved.

Article 19 - Arbitration

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

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

- 19:03 Within five (5) days after the date of delivery of the foregoing notice, both parties shall meet to agree on the selection of the arbitrator.
- 19:04 If the parties cannot reach 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 and Labrador to appoint an arbitrator.
- 19:05 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.
- 19:06 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.
- 19:07 The decision of the arbitrator on the matter at issue shall be final and binding on both parties, but in no event shall the arbitrator have the power to add to, subtract from, alter or amend this agreement in any respect.
- 19:08 Either party shall be considered to have waived its right to raise preliminary objections to an arbitration proceeding unless it files with the other party written reasons for such preliminary objections at the same time as the reply to Step 3 of the grievance.
- 19:09 The time limits referred to in the foregoing grievance and arbitration procedure may be expanded or compressed by mutual consent, and shall be considered directory as opposed to mandatory.
- 19:10 No grievance shall be lost through error in form or technical irregularity.
- 19:11 Each party shall pay its own costs and the fees and expenses of its witnesses. The fees and expenses of the arbitrator shall be shared equally between the parties.

Article 20 - Labour Management Committee

- 20:01 The Company will co-operate with the Union and the employees in the formation of a labour management committee. This committee will also discuss safety as it pertains to the plant.
- 20:02 Labour management committee shall meet at its own discretion.

Article 21 - General

- 21:01 It is understood and agreed that if in any department circumstances arise for which no provision is made herein, the parties shall use their best endeavour to adjust the matter, but work shall proceed under the existing practice of the Company pending settlement between the parties.
- 21:02 The Company agrees to pay one cent (1¢) per hour for all hours worked by all employees to contribute to the FFAW-Unifor Education Fund.
- 21:03 The Company agrees to pay 50% of the cost of negotiations.
- 21:04 All workers will receive 10% discount on the purchase of fish to maximum of 50 lbs. per worker.

Article 22 - Amendment

- 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) days 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, amendments, or changes being agreed to by both parties then, and in such case only, shall this agreement be amended, altered or changed and shall thereafter continue in force as in Article 23 provided.

- 22:02 In the event that Schedule "A" is not implemented or implemented in a manner other than as contained therein, either party shall be entitled to issue notice requesting the other to renegotiate and revise wages. This provision is subject to all the rights and privileges contained in Section 28, Subsection (2) of the Labour Relations Act.

Article 23 - Term of Agreement

- 23:01 This Agreement shall be effective as of the 1st day of January, 2021 and shall remain in effect until the 31st day of December, 2024 and thereafter shall be renewed automatically from year to year unless prior to the expiration date, one of the parties gives to the other at least sixty (60) days prior to such expiration date, notice in writing of its intention to seek amendments to 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.
- 23:03 It is understood that this Collective Agreement replaces agreements and understandings that may have been in effect by and between the parties hereto.
- 23:04 Article 23 is subject to Article 22:02.

Article 24 – Education Fund and Women’s Advocacy Program

24:01 FFAW-Unifor Education Fund

The Company agrees to pay one-time payment of \$2500.00 to the FFAW-Unifor Education Fund to be paid at signing of collective agreement.

Women’s Advocacy Program

The Company agrees to pay \$500.00 to the FFAW-Unifor Women’s Advocacy Program to be paid at the signing of Collective Agreement.

Schedule 'A'

Classifications and Wages

Classification	January 1, 2021	January 1, 2022	January 1, 2023	January 1, 2024
Job Grade 1: Discharge/Receiver Shipping/Clean-up Graders, Skinners, Weighers Sawers/Choppers/Cutters Butcher/Checkers/Plate/Pump Operators Leg and Tip Rollers/Brine Freezer Workers/Line Feeders Office Workers/Plate Freezer Crab Offloading Crew Shuckers/Scallop Washers Trimmers/Packers/First Aid General Labour Wrappers/Blacklight Mincer/Section Breakers Packer Helper	\$16.19	\$16.54	\$16.89	\$17.19
Job Grade 2: Cookers	\$16.41	\$16.76	\$17.11	\$17.41
Job Grade 3: Cold Storage Splitters	\$16.72	\$17.07	\$17.42	\$17.72
Job Grade 4: Peeler Operator	\$17.14	\$17.49	\$17.84	\$18.14
Job Grade 5: Truck Drivers Forklift Operators	\$17.15	\$17.50	\$17.85	\$18.15
Job Grade 6: Quality Control	\$17.47	\$17.82	\$18.17	\$18.47
Job Grade 7: Maintenance, Engineers & Electricians				
Class 1	\$18.37	\$18.72	\$19.07	\$19.37
Class 2	\$18.95	\$19.30	\$19.65	\$19.95
Class 3	\$19.94	\$20.29	\$20.64	\$20.94
Class 4	\$20.13	\$20.48	\$20.83	\$21.13

- Charlottetown Only – Maintenance/Engineers/Electrician will be paid the following additional compensation when they work on Saturday & Sunday:
Saturday an additional \$1.25 per hour, Sunday an additional \$1.75 per hour.
- Individual working as a “labeler” will be paid \$0.50 more per hour than the rate for their designated classification.
- Lead hands will receive \$1.00 more per hour than the highest classification they are supervising.
- Header/Tailer/Filleter Machine Operators shall receive \$1.00 more per hour than their classification.
- Employees who are tasked with training new employees will be paid an additional \$0.50 per hour while training new employees.
- Paid time for unit chair, ten (10) hours per week L'anse au Loup and Charlottetown, five (5) hours per week Mary's Harbour and Cartwright.

Schedule 'B'
Three Shift Work Schedule

Week	Shift	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1	Days Evenings	A* B	A B	A C	A C	B C	B C	B A
2	Days Evenings	B* A	C A	C A	C B	C B	A B	A B
3	Days Evenings	A* C	A C	B C	B C	B A	B A	C A
4	Days Evenings	C* A	C B	C B	A B	A B	A C	A C
5	Days Evenings	B* C	B C	B A	B A	C A	C A	C B
6	Days Evenings	C* B	A B	A B	A C	A C	B C	B C
7	Days Evenings	B* A	B A	C A	C A	C B	C B	A B
8	Days Evenings	A* B	A C	A C	B C	B C	B A	B A
9	Days Evenings	C* A	C A	C B	C B	A B	A B	A C
10	Days Evenings	A* C	B C	B C	B A	B A	C A	C A
11	Days Evenings	C* B	C B	A B	A B	A C	A C	B C
12	Days Evenings	B* C	B A	B A	C A	C A	C B	C B

Sunday day shift: Noon to 5:00 p.m.

Hours of Work:	Days	7 a.m. to 5 p.m.
	Evenings	5 p.m. to 3 a.m.

To maximize the use of production equipment, lunch breaks and rest periods are to be agreed upon prior to the implementation of a three-shift week schedule. In the event that the parties are unable to reach an agreement the Company has the right to implement a system of lunch breaks and rest periods.

When plant is on three (3) shift basis, employees must indicate their intention by giving forty-eight (48) hours notice if they can't work on Sunday.

Letter of Understanding – Statutory Holiday Compensation

May 20th, 2014

Mr. Gilbert Linstead
Manager
Labrador Shrimp Company
L'Anse au Loup, NL A0K 3L0

Dear Sir:

This letter is to confirm our understanding of how employees shall be compensated for statutory holidays. It is understood that this letter is to form part of our Collective Agreement. In order to be paid for holiday pay, employees must have passed their probationary period.

If an employee works on a holiday, he shall be paid at twice the regular rate for all hours worked.

Example #1: If an employee works ten (10) hours on a holiday, he shall be entitled to twenty (20) hours' pay (ten [10] hours' pay for those worked, plus ten [10] hours' pay for the holiday).

Example #2: If an employee works six (6) hours on a holiday, he shall be entitled to fourteen (14) hours pay (six [6] hours' pay for those worked, plus eight [8] hours' pay for holiday).

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An employee shall not receive less than eight (8) hours' pay at his regular rate for holiday pay in addition to any other hours worked.


Your signature at the bottom of this letter would reflect your agreement on this matter.

Yours truly,

Jason Spingle
Staff Representative


Labrador Shrimp Company



Witness


Fish, Food & Allied Worker
FFAW - Unifor


Witness


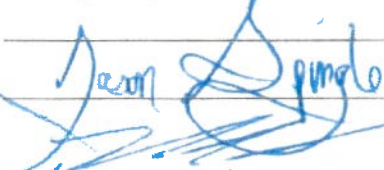

IN WITNESS WHEREOF the parties to this Collective Agreement have
hereunto their hands and seals subscribed and set this 30th day
of APRIL, -2021.

Signed on behalf of Labrador Shrimp Company


David S. Smith
Jackie Simon


Witness

Signed on behalf of Fish, Food Allied Workers (FFAW-Unifor)




Witness