

# Collective Agreement

Between

OCEAN CHOICE INTERNATIONAL LP  
LAWN PLANT



And



**January 1, 2022 – December 31, 2022**

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

### **PREAMBLE**

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

### **ARTICLE 1 – RECOGNITION**

- 1:01 The Company recognizes the Union as the sole and exclusive bargaining agent for all employees of Ocean Choice International LP, Lawn, Newfoundland, save and except Manager, Plant Superintendent, Office Staff, Chief Engineer, Supervisors, Foremen, and all others above the rank of Foremen.
- 1:02 Persons excluded from the bargaining unit shall not perform work ordinarily done by employees within the bargaining unit.
- 1:03 The terms and conditions of this Agreement shall be binding upon the Company, its officers, and employees, upon the Union, its officers and members but shall not include work performed by sub-contractors who provide services of labour under contract with the Company. However, the Company agrees not to sub-contract or contract out work normally done by employees within the bargaining unit provided there are employees with the necessary skills and ability who are available to perform the work.
- 1:04 There shall be no individual agreements.
- 1:05 The Union shall elect or appoint, and the Company will recognize and meet with such officers and stewards as are necessary to administer adequately this Collective Agreement.
- 1:06 Throughout this Agreement, the masculine shall include the feminine and the singular shall include the plural as the context may require.

## **ARTICLE 2 – UNION SECURITY**

- 2:01 The Company will give preference of employment to Union members and employ only Union members when such are available and are capable, in the opinion of the plant manager, of doing efficiently the work for which they are to be hired.
- 2:02 It is to be a condition of employment that all prospective employees, not already a Union member, 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 provided that each of such has worked for twelve (12) consecutive hours, the union dues, initiation fee and any authorized general assessment upon the written request of the Secretary-Treasurer and President of the Fish, Food and Allied Workers, advising the Company of the amount to be deducted. The amount deducted to be forwarded to the Provincial Office of the Union on the 15th day of each month, together with a list of employees and the amount of contribution of each employee, name, and social insurance number.
- 2:03 The Company shall make it a condition of employment that every member who is now a member or hereafter becomes a member of the Union shall maintain his membership herein.
- 2:04 (a) The Company agrees to inform all new employees of the existence of the Union, the names of the Officers and to supply a copy of the collective agreement provided the Union keeps the Company informed of its officers and supplies the Company with copies of the Collective Agreement.
- (b) The Company agrees to notify the local Union executives of all new bargaining unit employees and the necessary time shall be given to have such employees sign application forms to join the Union within two days following hiring. The Company agrees to introduce new employees to a member of the local Union executive within two days of hiring.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

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

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

#### **ARTICLE 4 – UNION OFFICERS AND EMPLOYEE RIGHTS**

- 4:01 The Union will notify the Company in writing from time to time of the employees who are to act as official representatives of their membership to deal with Company management in matters pertaining to the proper administration of the Agreement during its term. The Union further agrees to notify the Company of the names of persons elected or appointed to negotiate a renewal of the Agreement upon its termination.
- 4:02 The Union shall wherever possible avoid holding general Union meetings during working hours. When an emergency requires the calling of a meeting during working hours, the Union shall notify management as early as possible in advance, whose permission shall not be unreasonably withheld.
- 4:03 All grievances in Step 1, 2 and 3 shall be processed promptly on Company time with no loss of pay or benefits to employees involved.
- 4:04 Union officers will be permitted to leave their regular duties during working hours in order to deal with Union business pertaining to contract administration, provided they first obtain permission of management. Such permission shall not be unreasonably withheld.
- 4:05 Union Officers will be granted leave of absence without pay for the purpose of meeting management to negotiate a renewal of the collective agreement and to attend Union functions such as conventions, schools, seminars, and meetings without loss of any vacation or seniority rights.

- 4:06 The Staff Representative or other official representatives employed full or part-time by the Union will be allowed access to the plant during working hours to conduct necessary Union business. The Staff Representative or Union official shall first notify management of his presence and indicate the nature of his business. He shall not disrupt normal Company operations.
- 4:07 There shall be no discrimination against any employee because of Union activity, race, creed, colour, sex or political affiliation.

### **ARTICLE 5 – STRIKES AND LOCKOUTS**

- 5:01 During the life of this Agreement there shall be no lockout by the Company or any strike, sit-down, 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 any difference and failure to finally agree has been formally recorded by an exchange of letters between the parties hereto.
- 5:02 In the event that the procedure for the settlement of contract negotiations has been completed in accordance with the Labour Relations Act, the Union agrees to give the Company seven days' notice of its intention to strike.
- 5:03 The Union agrees that in the event of a strike or stoppage of work no attempt will be made by the Union to interfere in any way with the movement of engineers or prevent them from performing their work in connection with the maintenance of any plant equipment, except in the event the Company attempts to bring in other workers in an effort to defeat the strike or stoppage of work.
- 5:04 Notwithstanding the above, no employee shall be required to cross a picket line at the premises of any other employer, or engage at 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 work similar to that being performed by the members of the Union which is party to this Agreement.
- 5:05 In the event 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 a 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 members thereof to interfere in any way with the operations of the Company because of the dispute.

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

### **ARTICLE 6 – WORKING CONDITIONS**

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

- (a) Adequate and suitable modern toilet facilities;
- (b) Adequate clean drinking water in each department;
- (c) The company agrees to supply safety hats free to employees. However, coats and suitable footwear to be supplied by employer at a reduced rate.
- (d) Company agreed to install a new cooling water filtration system.
- (e) Company agreed to provide an adequate and suitable modern heated lunchroom, with microwave, sink and running water, new kettle, water dispenser and refrigerator.
- (f) Company agreed for life of agreement free issues of the following:
  - One (1) apron
  - Two (2) pairs of gloves (per season)
  - One (1) suit of oil gear
  - One (1) cap
  - One (1) pack of hair nets
  - One (1) pair of sleeves
  - Seven (7) suits, rubber gear at ½ price to employees
  - One pair of rubber boots
- (g) Hooks to be placed in production area and salt room for hanging aprons, gloves, etc.

- (h) A shelter to be constructed between the main production building and the salt room.
  - (i) New hot water tank to provide adequate hot water to be installed.
- 6:02 Where employees are required to use their own tools, the Company agrees to replace any that are broken or worn out through excessive use.
- 6:03 The Company will provide clothing to the employees at cost.

### **ARTICLE 7 – WAGES**

- 7:01 Friday of every week shall be payday for the previous week and pay cheques or money shall be available to all workers on day shift not later than 11:30 a.m. on that day and the night shift workers not later than 11:30 p.m. on Thursday, and the Company agrees to facilitate the prompt receiving of pay envelopes or cheques by employees. Pay envelopes or cheques shall be accompanied by a statement showing the period covered, the number of hours worked, regular and overtime, as well as any deductions.
- 7:02 Actual payment of wages to employees shall be carried out under cover on Company property during inclement weather.
- 7:03 The wages of employees are set forth for the various classifications Schedule "A" attached to and forming part of this Agreement.
- 7:04 Should any employee be receiving higher pay than therein set forth, it shall be reduced, except by further agreement with the Union.
- 7:05 Should other classifications be created, the rates for same shall be agreed to with the Union and shall thereafter become part of Schedule "A".
- 7:06 Should the parties be unable to agree on a rate or rates of wages, the matter may be referred to arbitration.

### **ARTICLE 8 – PRESERVATION OF RATES**

- 8:01 Should an employee be temporarily transferred to a position carrying a higher rate of pay than his regular job, he shall be paid the rate for the higher paid job provided the job lasts more than one hour.

- 8:02            Should an employee be temporarily transferred to a position carrying a lower rate of pay, he shall retain his regular rate of pay.

## **ARTICLE 9 – HOURS OF WORK**

- 9:01            The regular workday or shift for employees shall be eight (8) hours and the regular work week shall be forty-eight (48) hours, Monday through Saturday. Hours of work will remain as per collective agreement unless government regulations change as to regular hours of work and overtime.
- 9:02            Engine and boiler room staff shall be on a three (3) shift basis of not more than eight (8) hours a day to an average of forty-eight (48) hours a week.
- 9:03            Meal periods for employees shall not be longer than one (1) hour.
- 9:04            Employees shall be entitled to a rest period off fifteen (15) minutes during each half shift.
- 9:05            Employees reporting for work and employees called back to work after going home for the day, shall be paid a minimum of two (2) hours pay at the appropriate rate and employees shall be paid for all hours the Company keeps them standing by.
- 9:06            During peak production periods the Company has the right to introduce three (3) shifts of 7 ½ hours duration with one-half (½) hour meal periods.

## **ARTICLE 10 – OVERTIME**

- 10:01           All hours worked in excess of nine (9) regular hours in any day of forty-eight (48) regular hours in any week shall be paid at the minimum of time and one-half (1 ½) regular rate, except for truck driver who shall receive overtime after forty-eight (48) regular hours in any week.
- 10:02           All overtime shall be optional and voluntary except:
- (a)    It is agreed the 9<sup>th</sup> hour will be compulsory on the request of the Company within the employee's classification.
- 10:03           Overtime rates will only be paid on Saturday after forty-eight (48) hours have been worked.

- 10:04 All work performed in excess of eleven (11) hours in any twenty-four (24) hours shall be paid at the rate of double time, and after fifteen (15) hours at double time and one-half of the regular rate.
- 10:05 Time and one-half in addition to holiday pay will be paid for all hours worked on paid statutory holidays.
- 10:06 There shall be no pyramiding of overtime or other premium pay.

### **ARTICLE 11 – STATUTORY HOLIDAYS**

- 11:01 Employees who are eligible shall receive holiday pay of eight (8) hours at their basic rate for each of the following holidays:
- |               |                |
|---------------|----------------|
| Lawn Day      | New Year's Day |
| Armistice Day | Canada Day     |
| Good Friday   | Christmas Day  |
- 11:02 Should a holiday fall on a Sunday, the day proclaimed in its stead will be observed.
- 11:03 To be eligible for holiday pay, an employee must have attained seniority, worked within the week before and within the week in which the holiday occurs.
- 11:04 Employees on layoff, long-term illness or disability or approved leave of absence shall not be entitled to holiday pay.
- 11:05 The day proclaimed for each of the foregoing holidays shall be observed unless the parties can agree upon an alternate day mutually acceptable to both of them.

### **ARTICLE 12 – ANNUAL VACATIONS**

- 12:01 Vacation pay will be 4% of gross earnings to employees who have been on the payroll more than sixty (60) days in the calendar year.
- 12:02 Employees with less than sixty (60) days in the calendar year shall be entitled to 4% of their regular hourly earnings.
- 12:03 Employees with sixty (60) months' service shall be entitled to 5% vacation pay.

- 12:04 Employees with eight (8) years, ninety-six (96) months will receive 6% of gross earnings as vacation pay.

### **ARTICLE 13 – LEAVE**

- 13:01 (a.) An Employee shall be entitled to compassionate leave not exceeding three (3) days with pay in case of the death of mother, father, spouse, child, brother, sister, legal guardian, and common-law spouse.
- (b.) In the case of mother-in-law, father-in-law, and grandparents, leave with pay shall be for two (2) days.
- 13:02 Payments for leave under Clause 13:01 will be made only in respect to absence from work on the regular working days of the employer.
- 13:03 The Company shall grant employees leave of absence for reasons of pregnancy. Pregnant employees shall commence their leave of absence at such time prior to the anticipated date of delivery as is recommended by their physician.

### **ARTICLE 14 – SAFETY**

- 14:01 Employees will be required to familiarize themselves with the potential hazards associated with their duties; however, they will not be expected to perform dangerous work and if ordered to do so may refuse because of the danger involved. The matter may be referred to the Safety Committee and the decision shall be final.
- 14:02 It is agreed that as soon as possible after the signing of this Agreement, a Safety Committee shall be established comprising of at least two (2) plant employees nominated by the Union and two (2) representatives of the employer.
- 14:03 The Safety Committee established under Clause 14:02 will consider any unsafe working conditions not specifically covered by this Agreement and make recommendations concerning the elimination of hazards, and the prevention of accidents in and around the plant.
- 14:04 Both parties agree to make every effort to comply with the recommendations of the Safety Committee.

- 14:05 The Safety Committee shall meet at least once every month and make a report in writing. A copy of Committee's report shall be sent to the Safety Branch of the Workers' Compensation Commission as well as to the Union.
- 14:06 The Safety Committee shall meet during working hours without loss of pay for committee members. Meeting may last not more than one (1) hour unless in an emergency.
- 14:07 The Company shall comply with all applicable provisions of the Occupational Health and Safety Act and Regulations of the Province of Newfoundland.
- 14:08 First aid kit to be available to workers at all times. A number of union members to be trained in Standard First Aid.

#### **ARTICLE 15 – SENIORITY**

- 15:01 In matters concerning layoff, rehiring and transfers of employees, the Company shall select individuals on ability and seniority. Where ability is sufficient to perform required duties, seniority shall govern.
- 15:02 Seniority shall be plant-wide and in the event of a shortage of work less senior employees shall be permitted to complete their shift but shall be replaced by senior employees the following days.
- 15:03 Such seniority shall be received on the first day of June each year. Each employee shall be permitted a period of thirty (30) days, after the posting of the initial lists, to protest in writing to the Company omission or incorrect posting affecting his or her seniority. All subsequent seniority lists, or additions shall be open to protest for a period of thirty (30) days from date of posting, but if the seniority date is not protested within the prescribed time limit after the initial appearance of the name on the list, such date shall stand as correct and official on all subsequent lists. A copy of the seniority list showing name, classification, address and hiring department shall be sent to the Union.
- 15:04 Where an employee is on vacation, leave of absence, sick leave, or laid off at the time of posting of the initial list, he may protest within thirty (30) days after his return to work.
- 15:05 Where an employee is on vacation, leave of absence, sick leave or laid off at the time of posting subsequent lists, he may protest within thirty (30) days after his return to work.

- 15:06 An employee shall not acquire seniority until he has been on the payroll of the Company thirty (30) days, but upon completion of such period his name shall be added to the seniority list with his seniority dating from the commencement of this probationary period. Such employees shall not be entitled to the grievance procedure set out in Article 16 of this Agreement.
- 15:07 Employees shall retain and accumulate seniority:
- (a) While on layoff up to twenty-four (24) months;
  - (b) While on sick leave, Workers' Compensation, pregnancy leave. Sick leave will only be extended beyond two years if mutually agreed to by the Union and the Company;
  - (c) While on leave of absence;
  - (d) While on leave of absence for Union business;
  - (e) If promoted outside the bargaining unit for a period of up to one (1) year.
- 15:08 Employees shall lose all seniority if they:
- (a) Are discharged for just cause;
  - (b) Quit;
  - (c) Fail to return to work within reasonable time when recalled after layoff. A reasonable time to be considered as - those residing in the area, three (3) days; outside the area, seven (7) days.
- 15:09 Should an employee appeal his being laid off as not being in accordance with the terms of this Agreement and should his appeal be sustained, he shall not lose his seniority for the time he should rightfully have been at work and in addition, he shall be compensated at his usual rate of pay for all time lost, or granted such other compensation as may be deemed fair under the circumstances, and be recalled from layoff, provided he has sufficient seniority and can efficiently perform the work available at the time.
- 15:10 An employee leaving the employment of the Company to work for or on behalf of the Union shall be considered on leave of absence and shall retain and accrue seniority while so employed. The Company agrees to

grant leave of absence to any employee upon request from the local Union for the purpose of Union business.

- 15:11 Vacancies and new positions within the bargaining unit shall be posted on the plant bulletin board for a period of five (5) working days with all members of the bargaining unit having the right to apply.
- 15:12 Overtime shall be shared equally in the classification worked.
- 15:13 When more than one shift is used, the available work shall be divided as equally as possible between shifts.
- 15:14 Company agrees to post seniority list.

## **ARTICLE 16 – GRIEVANCE PROCEDURE**

- 16:01 When an employee has a grievance alleging there has been a violation or misrepresentation of the Agreement, the employee and/or a shop steward shall process such grievance without stoppage of work according to the following procedure:
- STEP 1 Discuss the matter 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 alternative and the grievor shall meet with the foreman and the appropriate supervisor in an effort to resolve the matter. Such a meeting will be held within three (3) working days of the conclusion of Step 1 and the management representative will notify the chief steward, department steward and the grievor of the decision within twenty-four (24) hours.
- STEP 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.

- 16:02 The party desiring to submit a matter to arbitration shall deliver to the other party a notice of intention to arbitrate. This notice shall state the matter at issue and shall state in what respect the Agreement has been violated or misinterpreted. The notice shall also stipulate the nature of the relief or remedy sought.
- 16:03 Within five (5) days after the date of delivery of the foregoing notice, both parties shall meet to agree on the selection of the arbitrator.
- 16:04 If the parties cannot reach an agreement on the selection of an arbitrator within five (5) days, then either party may request the Minister of Environment and Labour of the Province of Newfoundland to appoint an arbitrator.
- 16:05 After the arbitrator has been appointed by the foregoing procedure, the arbitrator shall convene a meeting at the earliest possible date with both parties present. After hearing the evidence of both parties, the arbitrator shall render a decision as soon as possible, but in no event longer than thirty (30) days following the hearing.
- 16:06 (a) Whenever the incident causing the grievance included a loss in earnings or a loss in benefits, the arbitrator is empowered to order that such loss in benefits or part of such loss shall be reimbursed or restored to the employee. In a disciplinary case, the arbitrator is empowered to order a reduced penalty.
- (b) In the case of an unjust dismissal or suspension, there shall be no onus on an employee to mitigate losses.
- 16:07 The decision of the arbitrator on the matter at issue shall be final and binding on both parties, but in no event shall the arbitrator have the power to add to, subtract from, alter or amend this Agreement in any respect.
- 16:08 Either party shall be considered to have waived its right to raise preliminary objections to an arbitration proceeding unless it files with the other party written reasons for such preliminary object at the same time as the reply to Step 3 of the grievance.
- 16:09 The time limits referred to in the foregoing grievance and arbitration procedure may be expanded or compressed by mutual consent and shall be considered directory as opposed to mandatory.

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

### **ARTICLE 17 – ARBITRATION**

- 17:01 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.
- 17:02 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.
- 17:03 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.
- 17:04 If the parties cannot reach agreement on the selection of an arbitrator within five (5) days, then either party may request the Minister of Environment and Labour of the Province of Newfoundland to appoint an arbitrator.
- 17:05 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..
- 17:06 (a) Whenever the incident causing the grievance included a loss in earnings or a loss in benefits, the arbitrator is empowered to order that such loss in benefits or part of such loss shall be reimbursed or restored to the employee. In a disciplinary case, the arbitrator is empowered to order a reduced penalty.
- (b) In the case of an unjust dismissal or suspension, there shall be no onus on an employee to mitigate losses.
- 17:07 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.

- 17:08 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 object at the same time as the reply to Step 3 of the grievance.
- 17:09 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.
- 17:10 No grievance shall be lost through error in form or technical irregularity.
- 17:11 Each party shall pay its own costs and the fees and expenses of the arbitrator shall be shared equally between the parties. Members of the Bargaining Unit who are to be called as witnesses at arbitration hearings shall receive permission to be absent from work to attend such hearings.

#### **ARTICLE 18 – GENERAL**

- 18:01 It is understood and agreed that if in any department circumstances arise for which no provision is made herein, the parties shall use their best endeavours to adjust the matter, but work shall proceed under the existing practice of the Company pending settlement between the parties.
- 18:02 Any customs or conditions not covered by the Agreement presently enjoyed by the members of the bargaining unit, shall not be altered or changed during the terms of this Agreement.
- 18:03 Any conditions or systems arising during the life of this Agreement which would cause layoffs or loss of jobs shall be the topic of discussion between Union and Management prior to implementation.

#### **ARTICLE 19 – LABOUR MANAGEMENT COMMITTEE**

- 19:01 The Union and employees will co-operate with the Company in the promotion of the Labour Management committee at each plant covered by this Agreement. The committee shall be made up of three (3) representatives of the employees and three (3) representatives of the employer.

- 19:02 The Labour Management Committee shall meet when requested.
- 19:03 The minutes of the Labour Management Committee shall be posted on the plant bulletin board with copies supplied to the local Union executive.

## **ARTICLE 20 – DISCIPLINE**

- 20:01 No employee will be suspended, displaced, reprimanded or discharged without just cause.
- 20:02 The Company has the right to make rules and regulations and to discipline employees up to and including discharge in accordance with these rules and regulations and subject to the provisions of this Collective Agreement.
- 20:03 The Company agrees to provide the chief steward with a copy of written warnings as affecting employees.
- 20:04 An employee will be laid off or dismissed if same is requested by the Union for failure to pay Union dues or the equivalent thereof as provided herein.
- 20:05 In all cases of dismissal, layoff or resignation, the Company agrees to make pay available to the person dismissed within seventy-two (72) hours after dismissal has been affected.
- 20:06 Any reprimand to any employee which is to be recorded on that employee's record shall be executed in writing with the employee and the Union getting a copy. The record of an employee shall be open to inspection at all times during office hours or other convenient time to that employee who, if he so desires, may have an official of the Union accompany him for their inspection.
- 20:07 The passage of six (6) months without the repetition of an offense which did not result in dismissal shall be sufficient to clear an employee's record of that offense. No action shall be taken by the Company on misdemeanour of any employee if same is not acted upon within six (6) months, nor shall any misdemeanour be held against any employee in any manner longer than six (6) months other than allowed by this Agreement.
- 20:08 Disciplinary action taken by the employer involving suspension or dismissal with respect to an employee may be the subject of a grievance

under the grievance procedure set out under Article 16 of this Agreement.

- 20:09 When an employee is called in on a disciplinary matter pertaining to his work record, he shall be accompanied by a shop steward or his designated representative.

#### **ARTICLE 21 – WORK STANDARDS**

- 21:01 All workers will be required to perform at a level that one would expect from a worker that was working under normal working conditions with average effort, consistency, and skill. Workers that do not meet acceptable performance levels will be subject to disciplinary procedures under plant rules.

#### **ARTICLE 22 – HARASSMENT BASED ON GENDER**

- 22:01 The Company and the Union agree to take every reasonable action to eliminate sexual harassment in the workplace.
- 22:02 Complaints under this article will be dealt with by the employer and the Union will all possible confidentiality.

#### **ARTICLE 23 – AMENDMENTS**

- 23:01 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 day 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 Article 22 provided.

- 23:02 In the event that Schedule "A" is not implemented or implemented in a manner other than as contained herein either party shall be entitled to issue notice requesting the other party 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 24 – DURATION OF AGREEMENT**

- 24:01 Subject to Article 23:02, this Collective Agreement shall come into force and effect January 1, 2022, for a period of twelve (12) months from that date, following which it shall automatically renew itself from year to year unless notice is given by either party to the other within ninety (90) days next preceding December 31, 2022 or anniversary date thereof, of a desire to amend or terminate this Agreement.
- 24:02 During the course of any negotiations subsequent to such notice being given, the Collective Agreement shall remain in full force and effect until such time as the requirements of the Labour Relations Act have been met.
- 24:03 It is understood that this Collective Agreement replaces all other agreements and understandings that may have been in effect by and between the parties hereto.

**SCHEDULE "A"**

**All classifications \$16.00 per hour**

Dated at St John's, Newfoundland and Labrador, this 12<sup>th</sup> day of  
April A.D., 2022

IN WITNESS WHEREOF the parties hereto have hereunto their hands and  
seals subscribed and set the day and year first before written.

SIGNED, SEALED AND  
DELIVERED in the presence of:

Ashley Hyde

FISH, FOOD AND ALLIED WORKERS  
UNIFOR

Greg Prettly

IN THE PRESENCE OF:

Paula Giley

OCEAN CHOICE INTERNATIONAL LP

[Signature]