



FFAW | UNIFOR
Fish, Food & Allied Workers

Collective Agreement

Between

**Fish, Food and Allied Workers
FFAW-Unifor**

And

**Harbour Grace C S Inc.
Harbour Grace, NL**

Effective

January 1, 2022 – December 31, 2024

Contents

ARTICLE 1 – RECOGNITION.....	3
ARTICLE 2 – UNION SECURITY	3
ARTICLE 3 – MANAGEMENT RIGHTS	4
ARTICLE 4 – EMPLOYEE RIGHTS	4
ARTICLE 5 – NO STRIKE, NO LOCKOUT	5
ARTICLE 6 – WORKING CONDITIONS.....	5
ARTICLE 7 – HOURS OF WORK	6
ARTICLE 8 – OVERTIME.....	7
ARTICLE 9 – HOLIDAYS	7
ARTICLE 10 – ANNUAL VACATION.....	8
ARTICLE 11 – SAFETY	8
ARTICLE 12 – SENIORITY.....	9
ARTICLE 13 – LEAVES OF ABSENCE.....	10
ARTICLE 14 – GRIEVANCE PROCEDURES	11
ARTICLE 15 – ARBITRATION.....	12
ARTICLE 16 – GENERAL.....	13
ARTICLE 17 – RULES AND REGULATIONS	13
ARTICLE 18 – MEDICAL PLAN	13
ARTICLE 20 – DURATION	13
SCHEDULE A	14
SIGNING PAGE.....	15
LETTER OF UNDERSTANDING.....	16

PREAMBLE

This Agreement witnesses that for and in consideration of the premises and covenants, conditions, stipulations, and provisos herein contained, the parties agree as follows:

The purpose of the Agreement is to maintain harmonious and mutually beneficial relationships between the employer, the employees and the Union. To set forth certain terms and conditions of the 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 who shall be recognized as a separate local of the union, for all employees at the Harbour Grace CS Inc, In Harbour Grace, Newfoundland. Save and except the plant Manager, Supervisor, Office Staff, Chief Engineer, Quality Control, Supervisory Personnel, Foreman, and those above the rank of Foreman.
- 1:02 Persons in positions not required to join the Union shall not ordinarily perform work done by classifications for which the working conditions are covered by this Agreement.
- 1:03 The Company shall not make any individual agreement(s) 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 Company, its officers and employees, upon the Union, its officers and members, but shall not include work performed by sub-contractors who provide service of labour under the contact with the Company. However, the Company agrees not to sub-contract or contact out work to third parties not within the Company's organization normally done by employees within the bargaining unit provided there are employees with the necessary skills and ability who are available and ready and willing to perform the work.
- 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 at times convenient to the parties of this agreement.
- 1:06 Throughout this agreement, the masculine shall include the feminine and singular shall include the plural as the context may require.
- 1:07 The Company shall recognize Union officers officially designated as such by the Union and advised by letter to the Company.

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 efficiently doing the work for which they are to be hired.
- 2:02 It shall 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 Unions dues and any other general assessment. The Secretary – Treasurer of the Fishermen, 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 Fishermen, Food and Allied Workers no later than the 15th day of each month. The company will provide names, social insurance numbers and the amount of dues deducted.
- 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 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.

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 work force, including 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, the 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's 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 sub-divide the work allotted to such employees in order to create additional classes when in the opinion of the Company such are unnecessary.

3:03 It is expressly understood between the company and the union that employees maintain the following production rates:

- 11 tons per hatch, per hour on Canadian & Norwegian Boats
- 8 tons per hatch, per hour on Russian and all other smaller boats

ARTICLE 4 – EMPLOYEE RIGHTS

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

4:02 The Union shall, 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 far as possible in advance, whose permission shall not be unreasonably withheld providing it does not affect the production needs of the operation.

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. Union officers will be permitted to leave their regular duties during working hours without loss of pay or benefits in order to deal with Union business pertaining to contact administration, provided they first obtain permission of management. Such permission shall not be unreasonably denied. Union officers will be granted a leave of absence without 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.

4:04

- a) The staff representatives 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 representatives or union official shall first notify management of his presence and indicated the nature of his business. He shall not disrupt normal Company operations.
- b) The Union will provide its official representative with credentials which must be shown upon request

from management.

- 4:05 No discrimination will be exercised in the employment, retention or working conditions of an employee because of membership in the Union or for accepting positions, serving on committees or representing the employees covered by this agreement or on grounds of colour, sex, age or religious or political affiliation.
- 4:06 Union executive to be present until worker has signed statement verifying the refusal of having a representative present. With copy of the signed refusal to be provided to the union executive.

ARTICLE 5 – NO STRIKE, NO LOCKOUT

- 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 during the period of this agreement.
- 5:02 In the event that the procedure for the settlement of contract negotiations has been completed in accordance with the Labour Relations Act, and the parties have been unable to reach agreement, the Union agrees to give the Company seven (7) days written 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 maintenance men or prevent them from performing their work in connection with the repair, operation or maintenance of any plant equipment, nor will it interfere in any way with the management, staff or any other employee not members of the bargaining unit, 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 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, provided that this clause shall not apply to any vessels regularly using the facilities of the Company in the port of Harbour Grace and their catches and cargo.
- 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 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 relation to the Company's operations provided always there is sufficient work available to keep the members of the bargaining unit gainfully employed 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 any emergency which is defined to mean danger to life, limb, property or product and in the case of necessary maintenance, the Union agrees to supply the men required to do the job and 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 toilet facilities acceptable to the Inspection Branch, Federal Fisheries Department.

- b) Adequate clean drinking water.
- c) Adequate lunchroom facilities.
- d) The Company will provide, at no cost to the employees: (1) hard hat & (1) liner. If damage to these items occurs on the job, the company will replace these items. If items are lost, it is the responsibility of the member to replace these. These items must be kept in good condition, normal wear and tear accepted.
- e) The Company will provide rubber clothing to outside forklift operators, winch operators and other employees who need this for specific wet weather work conditions. Rubber clothing will be of no cost to the employee. Rubber clothing must be kept in good condition, normal wear and tear accepted.
- f) The Company will provide: Six (6) pairs of gloves per month per bargaining unit employee. The Company will provide: Two (2) pairs of rubber gloves per year to bargaining unit employees on sling, winch and forklift.
- g) The Company will provide a clothing allowance of \$200.00 annually (Paid on separate cheques). This clothing allowance is to be used for cold weather suits and CSA approved footwear. Employees must wear proper attire for the workplace. An employee must acquire seniority to qualify for this clothing allowance. Employee must have 500 hours in the previous calendar year to be considered active.

ARTICLE 7 – HOURS OF WORK

7:01

- a) The company will operate on a two, twelve-hour shift system, excluding Saturdays which 3 X 8 hour shifts during rotation. The shifts will be made up of Shift "A" and Shift "B" and will rotate.
- b) The Company will grant one lunch/dinner break for twenty-five (25) minutes on each twelve (12) hour shift. Lunch/dinner break are to be taken six (6) hours after commencing work.
- c) Break times of 15 minutes will be taken every two hours of work. Break times count from the time the employee leaves the place that he has been assigned to work and until he commences work again at the place he has been assigned to work regardless of where he has been assigned to work.
- d) For shifts six (6) hours or less, all breaks will remain at fifteen (15) minutes.

7:02

Employees called in for their regular shift shall be paid a minimum of four (4) hours. Employees called who do not have to start work or should work be delayed or suspended for any reason, other than his own fault, during the regular hours of work, shall be paid in full for each hours, as long as he is required to remain on the job.

7:03

Employees not on scheduled overtime and called back to work after going home for the day or called in to work on a regularly scheduled day off, shall be paid a minimum of four (4) hours at the prevailing rate.

7:04

- a) The company will notify employees by phone or call in system if work is to be carried out as scheduled or not.
- b) Employees who are unable to report for work may exchange shifts with another employee provided:
 - a. That the employee they select to replace them is, in the company's opinion, capable of doing the work required.
 - b. The foreman is notified of the exchange not less than 2 hours before the start of the

- c. The exchange will not require the payment of overtime or other premiums unless otherwise entitled.
 - d. The exchange must follow the seniority list.
- c) When a lead hand or foreman indicates to a worker that they have work on the next shift, the worker will be paid for the 4-hour callout.

7:05

- A. Employees who fail to report for work after being called in for a shift and cannot provide a valid reason acceptable to the company shall:
 - a. In the first instance be given a written warning.
 - b. In the second instance be given a second written warning and will be passed over on the next available call in.
 - c. In the third instance will be dropped from the seniority list and dismissed from the company's employ.
 - d. The union will be copied on any disciplinary actions under this clause
- B. An employee who does not provide a reason acceptable to the company for failing to report when called in, may be required to provide a satisfactory medical note from a physician. Failure to provide such a note will result in discipline – up to and including dismissal. The union will be copied on any disciplinary actions under this clause.
- C. Any employee who establishes an unacceptable pattern of absenteeism without a valid explanation satisfactory to the company, or without a satisfactory doctor's note will be subject to the procedures set out in clause 7:05

7:06 Based on seniority, the maximum of five (5) employees can take Sunday night off and this will rotate through the seniority list for all employees to have a chance.

7:07 Four (4) hour call-in notice will be given before an employee is required to report for work.

ARTICLE 8 – OVERTIME

8:01

- A. All hours worked after twelve (12) hours in any day or forty-four (44) in a week, shall be paid at time and one-half (1 ½) the regular rate of pay.
- B. All hours worked on Sunday shall be paid at time and three quarters (1.75) the regular rate of pay with all hours being counted as regular hours for the week.
- C. Sundays and all hours worked in excess of 46 hours in a week will be optional and voluntary, provided:
 - a. The employee gives the company 12 hours' notice of his unavailability
 - b. An employee cannot use this clause to leave part way through a shift
 - c. The company has the right to call in workers from another shift by seniority to fill positions left void when the optional clause (as per 8:01 C) is used and the production requirements require it.
- D. Except for a regularly scheduled shift there has to be a 12-hour period between the shift worked and further call in for the work.

ARTICLE 9 – HOLIDAYS

9:01 Each employee on the seniority list will receive 6 floating holidays (Totaling 72 hours)

- A. Floating holiday's to be approved by the Company
- B. Can be taken in 6 or 12-hour blocks
- C. Max of 1 floater to be used a week
- D. If an employee is required to work on a statutory holiday, her/she will be paid at 1 ½ times the regular rate of pay for hours worked, plus 12 hours at regular rate of pay.
 - a. Only employees who work on a statutory holiday will be due payment
 - b. Statutory holidays are optional & voluntary
 - c. Statutory holidays after midnight are optional & voluntary
 - d. Company agrees to a 7th statutory holiday without pay.

Hours incentive:

7th floater – employees who reach 1,100 hours in a calendar year

9:02 The plant will be closed on December 24, 25 and 26. The plant will reopen on December 27 at 1200. The plant will be closed at 1600 December 31, and remain closed on January 1. The plant will reopen on January 2 at 1200.

ARTICLE 10 – ANNUAL VACATION

10:01 Employees, including casual labour, will receive 4% vacation pay.

10:02 Employees with 5 years of service will receive 6% vacation pay.

10:03 Employees with 10 years of service will receive 8% vacation pay.

10:04 Employees with less than 5 years of service may request 2 consecutive weeks off without pay. Employees with 5 or more years of service may request 3 consecutive weeks off without pay. Those with 10 or more years of service may request 4 consecutive weeks off without pay. Such time off will not affect the employees' seniority. Any such leave will be approved in writing at least two weeks before the leave is to be scheduled.

10:05 A year's service for percent of vacation pay purposes only will be defined as having completed a minimum of 1000 hours worked. This applies to employees hired after March 2014.

ARTICLE 11 – SAFETY

11:01 The Company and the Union recognized the importance of safety in the workplace. 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 plant employees.

11:02 The parties recognize all provisions and existing legislation related to occupational health and safety.

11:03 The parties agree to establish and maintain a Health and Safety Committee which will provide a framework to deal with all issues related to occupational health and safety and accident prevention. The Committee will be comprised of three (3) members from management and three (3) members selected by the Union.

11:04 the committee will assess, review and advice on all matters related to health and safety involving the operation of the plant. It shall meet at least quarterly during working hours without loss of pay and benefits to the members. It shall make a report in writing. A copy of the report shall be sent to the Safety Branch established under the Occupational Health and Safety Act as well as to the Union. The committee will:

- a) Review and make recommendations concerning any unsafe conditions and the stoppage of any unsafe work;

- b) Review and make recommendations concerning all chemical applications within the plant;
- c) Review and make recommendations for health and safety training and education;
- d) Review and make recommendations on environmental test results.

11:05 A union representative has the right to be involved in any fatality investigation.

11:06 Fire emergency drills will be carried out on Company time twice annually.

11:07 The plant will provide a properly equipped first aid facility.

11:08 An inspection of the first aid room shall be made every month by a person authorized by the Company and the Union, to ensure that proper facilities and materials are provided.

11:09 A member of the union committee shall accompany the Department of Labour Safety Inspector when he makes his inspections.

11:10 Should an ammonia leak result in a stoppage of work, work will resume when ammonia levels are acceptable according to Occupational Health and Safety regulations. Such levels are to be monitored by an air sampler. Safety committee members shall have access to the readings.

11:11 In the event that the plant is evacuated due to a severe ammonia leak, employees shall remain on pay within regular hours as required by the Company or until released. Work shall resume as required by the Company when conditions are rectified.

ARTICLE 12 – SENIORITY

12:01 In matters concerning layoff, rehiring, transfer and promotion, the Company shall select individuals based on ability, suitability and seniority and where ability and suitability are sufficient to perform the required duties, seniority shall govern.

12:02 A seniority list prepared by the Company shall be posted in each department and a copy supplied to the Union within thirty (30) days following the signing of this Agreement showing for each employee listed thereon (a) name, (b) classification, (c) employment date.

12:03 Such seniority shall be reviewed on the first day of June each year. Each employee shall be permitted a period of fifteen (15) days after the posting of the initial lists to protest in writing to the Company omissions or incorrect posting affecting his or her seniority. All subsequent lists, or additions, shall be open to protest for a period of fifteen (15) 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 lists, such date shall stand as correct and official on all subsequent lists.

12:04 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 fifteen (15) days after his return to work.

12:05 New employees will be regarded as probationary for the first 500 hours in a 12-month period. Upon the successful completion of a probationary period, his name shall be added to the seniority list.

12:06 An employee shall retain and accumulate seniority while:

- a) on sick leave, workers' compensation, pregnancy leave;
- b) on leave of absence;
- c) on leave of absence for Union business;

- d) If promoted outside the bargaining unit for the first time for a period of up to one (1) year. If promoted outside the bargaining unit for the second time, for a period not exceeding thirty (30) days;
- e) while on layoff.

12:07 Employees shall lose all seniority if they:

- A. are discharged for just cause;
- B. quit;
- C. Fail to return to work when recalled after layoff. One (2) days in the case of an employee living within the province and seven (7) days in the case of an employee who may be living outside the province at time of recall.
- D. If they have not completed 500 hours of work in a 12-month period. In the event of extraordinary circumstances, the company and the union will work together to maintain seniority status
- E. The Company agrees to notify the union prior to an employee being removed from the seniority list.
- F. An employee shall retain but not accumulate seniority while on layoff up to 24 months.

12:08 Vacancies and new positions of a permanent nature 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.

12:09 The Company will maintain a list of casual employees who will be called in in order of their ranking on the list. A casual employee who completes five (500) hundred hours of work in a 12-month period will be placed on the company seniority list with his seniority dating from that day.

12:10 Employees on layoff will be responsible for providing the company with notice of address and telephone number, and any subsequent changes. In the case of recall the Company shall be entitled to rely upon the address and telephone number shown upon its records.

12:11 The unit chairperson and vice-chair will have super seniority if four (4) or more people are needed. Unit Chair and Vice-Chair to be on opposite shifts.

12:12 Students shall not be eligible to accrue or hold seniority provided they continue their education.

ARTICLE 13 – LEAVES OF ABSENCE

13:01

- a) The Company shall grant leave of absence without pay to an employee for reasons of Union activity or legitimate personal business (which must be disclosed to operations and general manager at the time of application) including seeking and holding public office as a provincial MHA or federal MP.
- b) When a member of the bargaining unit has been elected to the local town council, he shall be granted leave of absence from time to time to attend legitimate council business providing such leave can be arranged so as not to interfere with regular operations. Payment for such leave shall be at the sole discretion of the Company.
- c) Members of the Union Executive shall be permitted to take time off for Union business, and must give notice to the main office of the Company.

13:02 A leave of absence may be granted at no cost to the employee to attend a training course that is approved by the company, provided there is only one (1) skilled laborer (winchman, forklift driver, lead hand) absent at any given time.

13:03 The Company will pay workers who are attending a company required training course for the hours they attend.

13.04 The Company shall grant female employees leave of absence for reasons of the pregnancy in accordance

with the provincial & federal legislation.

- 13:05 The Company shall grant a leave of absence of up to a maximum of two (2) years to an employee for reason 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.
- 13:06 When the employee requests a leave of absence for compassionate reasons, he shall be granted such leave in accordance with the following:
- A. In the event of death in an employee's immediate family – spouse, common-law spouse, child, parents, brother, sister, legal guardian - they shall receive five (5) days' leave with pay, provided there is ongoing stevedore work at the time.
 - B. In the event of death of a mother-in-law, father-in-law or grandparents, an employee shall be granted three (3) days' leave with pay, provided there is ongoing stevedore work at the time.
 - C. In the event of the death of a sister-in-law, brother-in-law an employee shall be granted two (2) day's leave with pay provided there is ongoing stevedore work at the time.
 - D. In the event of the death of an aunt or an uncle an employee will be granted (4) hours' pay provided there is ongoing work at the time.
- 13:07 Any employee will be entitled to attend the funeral of a close friend for the number of hours the funeral is taking place and will have to return to work after the funeral.
- 13:08 The Company will grant 10 unpaid sick days per calendar year without a doctor's note, anything above this set forth in Article 7.05.

ARTICLE 14 – GRIEVANCE PROCEDURES

14:01

- a) 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.
 - b) Grievances shall deal with violations of specific Articles of this Agreement.
- 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 forty- eight (48) hours.
- STEP 2 If the grievance is not resolved by the foreman, then the grievance shall be put in writing stating the nature of the grievance and the relief or remedy sought. The 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 Company will provide a decision within forty-eight (48) hours.
- STEP 3 If the response is not acceptable, it will be 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

written reply given within three (3) working days.

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

14:02 The Union has the right to grieve on behalf of any employee or employees, including the right to claim damages on behalf of the employee.

14:03 Grievances arising directly between the Union and the Company shall be submitted at Step 3.

14:04 Grievances outstanding without referral to arbitration after 60 days will dissolve.

ARTICLE 15 – ARBITRATION

15:01 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.

15:02 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 have been violated or misinterpreted. The notice shall also stipulate the nature of the relief or remedy sought.

15:03 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.

15:04 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.

15:05 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.

15:06 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.

15:07 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.

15:08 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.

15:09 The time limits referred to in the foregoing grievance and arbitration procedure may be expanded or compressed by mutual consent and shall be considered directional as opposed to mandatory.

15:10 No grievance shall be lost through error in form or technical irregularity.

15:11 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 16 – GENERAL

- 16:01 It is understood and agreed and if in any department circumstances arise for which no provision is made herein, the parties shall use their best endeavors to adjust the matter, but work shall proceed under the existing practices of the Company pending settlement between the parties.
- 16:02 The Company agrees to pay 3 cents per hour for all hours worked by all employees to the FFAW/UNIFOR. These monies are to be used to education and other programs of the FFAW/UNIFOR primarily for the benefit of the employees of the company. The above money will be remitted to the Secretary-Treasurer of the FFAW/UNIFOR on a quarterly basis and the union shall inform the company on a quarterly basis of the programs carried out by the union use of these funds.
- 16:03 Cost of negotiations to be equally shared 50/50 between Company and Union.

ARTICLE 17 – RULES AND REGULATIONS

- 17:01 The Company shall from time to time post a list of Rules and Regulations setting out various terms and conditions of work. Such Rules and Regulations shall not be in conflict with this agreement.
- 17:02 All disciplinary actions taken by the Company must be for just cause and in the event of a dispute, the arbitrator is empowered to establish whether or not the Company had just cause.
- 17:03
- a) Warning slips issued to workers for safety issues and cell phones will expire after 6 months;
 - b) Absentee notices/letters expire after 24 months;
 - c) Letters of suspension and other serious infractions will not expire.

ARTICLE 18 – MEDICAL PLAN

- 18:01 The cost of the company's medical will be shared 45% by the employees and 55% by the Company.
- 18:02 The cost of the company's medical will be shared 40% by the employees and 60% by the Company for members with 500 hours or more in a calendar year.

ARTICLE 19 – DIRECT DEPOSIT PAYROLL

- 19:01 The payroll will be paid by direct deposit and it will be mandatory for all employees.

ARTICLE 20 – DURATION

- 20:01 The Collective Agreement including Schedule "A" will come into force on January 1, 2022 and expire on December 31, 2024.
- 20:02 This agreement shall automatically renew itself from year to year unless notice is given by either party to the other within 90 days preceding December 31, 2019 or anniversary date thereof, of a desire to amend or terminate this agreement.
- 20:03 During the course of any negotiations subsequent to such notice being given, the collective agreement shall remain in full force and effect.


**SCHEDULE
A**

Classification	2021	January 1, 2022	January 1, 2023	January 1, 2024
Lead Hand	19.85	20.30	20.75	21.20
Safety/Winchman	18.84	19.29	19.74	20.19
Forklift	18.84	19.29	19.74	20.19
Tallyman	18.67	19.12	19.57	20.02
Labour	18.57	19.02	19.47	19.92
Casual	14.61	15.06	15.51	15.96

SIGNING PAGE

IN WITNESS WHEREOF the parties hereto have executed this agreement this 12 day of April, 2022,
at Harbour Grace.

SIGNED on behalf of HARBOUR GRACE C S INC., by its proper Officers in the presence of the witness hereto
subscribing:




Kayla Buxto



Witness


NEGOTIATED on behalf of the FISH, FOOD & ALLIED WORKERS
(FFAW-Unifor) by:




Cavell Reid

Rich Mann

Stelan [unclear]





Witness

LETTER OF UNDERSTANDING

November 3, 2020

Greg Pretty
Director
FFAW/Unifor
368 Hamilton Ave.
St. John's NL A1C 5H5

Dear Mr. Pretty:

During our bargaining sessions of October of 2020, both parties discussed the subject of Respectful Workplace Training at our facility in Harbour Grace.

As a result of those discussions, the Company has agreed to train all management personnel employed at Harbour Grace Cold Storage, Harbour Grace. The training will begin within 60 days of the ratification of the Collective Agreement.

Your truly,

Jim Gibbons
Harbour Grace Cold Storage