



FFAW | Unifor
Fish, Food & Allied Workers

COLLECTIVE AGREEMENT

By and Between

ST. ANTHONY SEAFOODS Limited
St. Anthony, Newfoundland and Labrador
(and/or its Successor)

- and -

FISH, FOOD AND ALLIED WORKERS
(FFAW-Unifor)

Effective

January 1, 2021

to

December 31, 2024

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Article 1 - Recognition

- 1:01 The Company recognizes the Union as the sole collective bargaining agent for all employees at St. Anthony Seafoods Limited of St. Anthony, Newfoundland and Labrador, save and except Manager, Supervisor, Chief Engineer, Foremen and Foreladies, Office Staff, Collecting Agents, 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 demonstrating or instructing or in the event a job of short duration should arise for which no member of the bargaining unit is either capable of performing or immediately available, ready and willing to efficiently perform the job.
- 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 subcontractors who provide services of labour under contract with the Company. However, the Company agrees not to subcontract or contract out work normally done by employees within the bargaining unit provided there are employees within the bargaining unit with the necessary skills and ability who 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 When hiring new employees the Company will give preference of employment to Union members provided they are capable 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 other general assessments. The Secretary-Treasurer

of the Fish, Food and Allied Workers will advise the Company in writing of the amounts to be deducted. The amounts deducted is to be forwarded to the Provincial Office of the Fish, Food and Allied Workers Union no later than the fifteenth (15th) day of each month. The Company will provide names, and social insurance numbers. The Company will include the amounts deducted for union dues on T-4 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 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.
- 2:05 The Company agrees to deduct from employees who are returning to the bargaining unit as a result of exercising their right under Clause 15:08 (d), the amount of Union dues required to update their membership as advised in writing by the Secretary-Treasurer of the Fish, Food and Allied Workers.

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 of 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 consistent with the terms of this Agreement.

Article 4 - Employee Rights

- 4:01 Any disciplinary action taken by the Employer with respect to an employee may be subject to the grievance procedure set out in this Agreement.
- 4:02 Employees in the bargaining unit, or a Union officer having written permission from an employee, upon signing a request form shall have access to their personnel records no later than the following business day, during office hours and shall, if requested, be provided with copies of material contained in such reports if pertinent to a pending arbitration. Such access shall be limited to 2 occasions per employee.
- 4:03 A member of the Local Executive shall receive a copy of any written warning to an employee. The record of any disciplinary action shall not be referred to or used against an employee after a period of twenty-four (24) working months during which time no disciplinary action has been taken, and any record of disciplinary action shall be removed from the employee's personal file.
- 4:04 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.

Article 5 - Union Officers

- 5:01 The Union will advise the Company in writing from time to time of the employees who are to act as official representatives of their membership to deal with the Company management in matters pertaining to the proper administration of the Agreement during its term. The Union further agrees to notify the Company of the names of employees 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 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.
- 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 For Labour Management Committee meetings, employees who attend outside their work hours for that day will be paid a flat rate of two (2) hours at his straight time rate regardless of the length of the meeting.

Article 6 - No Strike - No Lockout

- 6:01 The Union agrees that during the life of this agreement, there shall be no strikes, sit-downs, suspension or slowdown, picketing or any other interference with the employer's business, and to this end the Union will take affirmative action to prevent any employee covered by this agreement from going on strike or suspending or slowing down his/her work or picketing. The employer agrees there will be no lockout of employees during the term of the agreement.
- 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 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 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 a party to this agreement.
- 6:05 The unit chairperson and chief steward shall have available to them six (6) hours of time off with pay in total which time may be divided equally between them or equally between them and one other member of the steward body, during the last week of each month for the purpose of preparing for the Labour Management Committee meeting.

Article 7 - Working Conditions

- 7:01 The Company agrees to provide and maintain the following working conditions:
- (a) Adequate, suitable, and modern toilet facilities;
 - (b) Adequate, cool, clean drinking water;
 - (c) Adequate ventilation in all places
 - (d) Alarm systems in the generating and refrigeration rooms for use by the operators in case of emergency;
 - (e) Suitable rest rooms, properly heated at all times, for discharge workers. Lockers for work clothes to be provided. The Company will provide a means in the Maintenance Shop for the Maintenance employees to hang their clothing in an orderly fashion;
 - (f) Suitable heat for lunch rooms and working areas;
 - (g) Lunch rooms, with tables and seating accommodations, adequate in

size for the number of employees involved;

- (h) Rotation, at reasonable intervals, of cold storage workers, in and out of cold storage rooms;

7:02 Tool Allowance

The Company agrees that maintenance tradesmen and other employees who are required to do maintenance work and use their own tools are entitled to compensation for same from the Company. Tool allowance payment will be included in the employee's weekly pay cheque.

The employee must maintain the tools necessary to perform the work within his classification. Care, maintenance and replacement of tools are the responsibility of the employee. A tool allowance will be paid as follows:

Up to \$500.	5 cents per hour
\$1,000. and over	8 cents per hour

- (i) The Company will supply all electrical tools.

7:03 Clothing

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) warm suit every twelve (12) working months.

Gloves and coveralls will be supplied to Maintenance employees and to the employees who regularly work in the low-risk area in the Upper Plant when these are warranted and upon return of worn out pairs.

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 two (2) working months or where warranted.

Warm Suits - The Company will arrange to have on hand a necessary warm suit(s) for use by employees doing cold storage work on a temporary basis.

Discharge/Receiving - One (1) set of rubber clothes and one (1) pair of rubber safety boots every twelve (12) working months and gloves where warranted.

Employees to receive rubber boots where warranted.

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

The items referred to above are issued only to employees for the performance of their regular jobs. Employees who, for reasonably short period, perform work in jobs other than their regular jobs, are required to supply all necessary clothing.

7:04 Employees will receive a premium under the following circumstances:

Fifty (50) cents per hour for excessively dirty work cleaning boilers, dirty tanks, the shell house and manholes and for one hour per week when production is occurring to clean up and under the peeler machines;

The premium payment under this clause shall apply only for the duration of the specified tasks. Where applicable, protective clothing for such work will be supplied by the Company.

7:05 Once a calendar year, the Company will offer to all employees who, as part of their regular job, are not now required to take an annual food handling course which meets the Company's standards, a food handling course. To accept such offer, each employee must sign a posting the Company will post in the workplace within 14 days of such posting and the Company will call employees who are not working in those 14 calendar days.

7:06 It is agreed that a \$1.00 per hour premium will be paid to certified journeymen welders where the work actually performed requires that certificate.

7:07 The Company will continue to supply relevant safety gear and supplies which an employee is required to use in the course of his duties.

7:08 The Company will supply once each year to each of the employees in Job Grades 5 through 7 a pair of safety boots as selected by the Company. If requesting a new pair of boots, employees will return the old boots to the company.

Article 8 - Wages

- 8:01 From noon Thursday of each week shall be payday and pay due shall be available to all workers from midday but not later than 6:00 p.m. on Thursday. Pay will be done by automatic bank deposit and be accompanied by a statement showing the period covered, the number of hours worked (regular and overtime), as well as deductions.
- 8:02 The wages of employees are set forth for the various classifications in Schedule "A" attached to and forming part of this Agreement.
- 8:03 Should other classifications be created, the rates for the same shall be agreed to with the Union and shall thereafter become part of Schedule "A". Should the parties be unable to agree on a rate of wages, the matter may be referred to arbitration under Article 18 hereof.
- 8:04 After a qualifying period of fifty-five (55) days worked, new employees classified in Schedule "A" will be eligible for the application rate. Employees will be paid at a rate of \$1.00 less than the regular per hour rate during the probationary period. Following successful completion of the probationary period the employee will be paid in accordance with the rates outlined in schedule "A".

Article 9 - Temporary Assignments

- 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 for the duration the work that is performed in excess of one hour.
- 9:02 Should an employee be temporarily transferred to a position carrying a lower rate of pay than his regular job, he will be paid his regular rate of pay provided there is work at the time in his regular position.

Article 10 - Hours of Work

- 10:01 The work day shall start at 12 midnight and end 24 hours later. The work week shall start at 12:01 A.M. on Sunday and end at 12 midnight on the following Saturday. The work week will be normally scheduled on either a one (1) shift or two (2) shift basis with daily shift hours of ten (10). Such shift hours being subject to change in a given week to respond to changing work requirements. If prior to the start of a shift there is to be a change in the number of hours to be worked in that shift, the Company will notify

employees individually by phone message or email as far in advance as reasonably possible. All employees are responsible to provide updated contact information to the Company. Subject to business conditions or unforeseen circumstances, the Company will endeavour to not change the number of shift hours on days to be worked in a particular work week.

If the company on given day starts a shift as ten (10) hours, then decides during the shift to increase to more than ten (10) hours, the hours worked in excess of ten (10) hours will be paid at one and a half ($1\frac{1}{2}$ x) the base rate.

- 10:02 Article 10:03 and 10:04 relate to one or two shift operations only.
- 10:03 Work shall be scheduled as the availability of product dictates and the days and hours as set out in Article 10 form the basis for the assignment of work only and do not imply a guarantee of days or hours of work.
- 10:04 Rest periods and lunch periods will be scheduled by the Company to avoid interruptions in production. It is expressly understood and agreed that all employees shall be expected to make all necessary use, during any rest period, of the toilet facilities for employees in order that absence from duty during actual working periods for the purpose of using these facilities will occur in cases of real necessity. It is further agreed that all employees shall be at their posts and in readiness to commence work at the expiration of the rest periods allowed herein. To facilitate this, the Company may use a "back to work" signal to denote the time just before and when the employees must be back at work. On ten (10) hour shifts, all employees shall be allowed, without loss of pay, one (1) twenty (20) minute rest period before and one (1) twenty (20) minute rest period after lunch and a paid twenty (20) minute lunch period.
- 10:05 Regular work shall not be suspended in order to equalize, absorb or avoid overtime.
- 10:06 When a statutory holiday named in this Agreement occurs on a regular scheduled workday, the regular weekly hours shall be reduced accordingly.
- 10:07 Subject to the recording of shift changes in Clause 10:01, employees reporting for their regular shift shall be paid a minimum of four (4) hours pay at the appropriate rate or for the number of hours the Company requires them to standby, whichever is greater.
- 10:08 Employees called back to work outside their regular hours shall be paid a minimum of four (4) hours at the appropriate rate. This clause is not to apply to overtime scheduled in advance or during the regular hours of work.

- 10:09 All employees shall be granted five (5) minutes' wash up time at the end of each shift.
- 10:10 For Clean-up: When Production is on a two (2) x ten (10) hour shift basis, then the straight time, overtime, and schedule shall normally be:
- One (1) shift on Sunday of nine (9) hours at double time (2x) the base rate, one (1) four (4) hour shift on Saturday at time and one half (1½ x) the base rate, three (3) shifts of four (4) hours at base rate, and two (2) shifts of six (6) hours at base rate.

Article 11 - Overtime

- 11:01 All hours that an employee works in excess of ten (10) straight time hours in a work day and forty (40) straight time hours in a work week will be paid at the rate of time and one half (1½ x) the base rate. For **example**, if a worker works as follows (Monday - 12 hours, Tuesday - 10 hours, Wednesday - 10 hours, Thursday - 10 hours and Friday - 10 hours, Saturday and Sunday OFF) then they will receive the overtime rate for 2 hours on Monday (daily OT), and the 10 hours on Friday (weekly OT) for a total of 40 hours at the base rate and twelve (12) hours at the rate of time and one half (1½ x) the base rate. There will be no pyramiding of any overtime or premiums under this *Agreement*.
- 11:02 All overtime work that is not part of a regular work schedule and is scheduled in advance will be voluntary except where it is necessary to require employees to work such overtime to meet an urgent situation or other important business reason as determined by the Company, in which case if there are insufficient volunteers, junior employees who have the required skills and ability will be required to do such overtime work.
- 11:03 The rate of pay for the clean-up crew shall be the same as the rate of pay for the shift which has just finished working.
- 11:04 Employees on either day shift or night shift may change shifts subject to approval by the Company and production requirements.
- 11:05 When overtime is to be worked, it shall be distributed equally as far as possible among employees in the classification worked.
- 11:06 All hours worked on Sunday to be paid at time and one-half (1½ x) the base rate.

Article 12 - Statutory Holidays

12:01 All employees who are in good standing on the seniority list, shall be entitled to pay for a regular shift of ten (10) hours at straight time in addition to any monies received for hours worked on each of the following holidays:

1. New Year's Day
2. Good Friday
3. Victoria Day
4. Canada Day
5. Labour Day
6. Thanksgiving Day
7. Armistice Day
8. Christmas Day
9. Boxing Day

Employees will be entitled to holiday pay if they have worked all scheduled shifts and at least 24 hours (16 hours for clean-up employees) in the week the holiday falls, unless absent due to sickness, accident, bereavement or other just cause permitted by the Company.

12:02 If any of the above mentioned holidays fall on a Sunday, the day proclaimed in its stead shall be observed.

12:03 An employee who is required to work on any of the above mentioned holidays shall be paid time and one-half (1½ x) the base rate for all hours in addition to his holiday pay.

12:04 All employees that are currently on the Seniority List will also be entitled to one (1) ten (10) hour floating holiday per season worked. New employees who are not yet on the Seniority List who work a minimum of five-hundred (500) hours in a season will be entitled to one (1) ten (10) hour floating holiday per season worked. Employees may either use their floating holiday on a day agreed by a supervisor, or at the employee's discretion or paid out at the end of the season.

Article 13 - Vacation

13:01 Employees shall be entitled to vacation pay of 4%. This amount will be

5% for employees who have been actually employed by the Company (St. Anthony Seafoods) for eight (8) years or more. This amount will be increased to 6% for employees who have been actually employed by the Company (St. Anthony Seafoods) for fourteen (14) years or more.

e.g. #1 Employee is employed by St. Anthony Seafoods since its official start date of June 1, 1998. On January 1, 2007, she will have 8 years and 7 months service and will receive the 5% starting January 1, 2007.

e.g. #2 Employee is employed by St. Anthony Seafoods since June 1, 1999, will have the required 8 years' service on May 31, 2007, and will receive the 5% starting June 1, 2007.]

Vacation pay shall be paid each pay period. However, year round employees will have the choice of receiving vacation pay each pay period or during vacation time.

Article 14 - Safety

14.01 The Company and the Union recognize the importance of safety in the workplace. It is the intention of both parties to achieve and maintain, through mutual cooperation, the highest standards in all areas affecting the health and safety of plant employees.

14:02 Legislation - The parties recognize all provisions of existing legislation related to occupational health and safety:

14:03 There shall be a plant Health and Safety Committee comprised of three (3) plant employees nominated by the Union and three (3) representatives from management. This Health and Safety Committee shall meet monthly, during working hours without loss of pay and benefits, and make a report in writing. A copy of the Committee's report shall be sent to the Safety Branch established under the Occupational Health and Safety Act as well as to the Union. The Safety Committee shall be responsible for setting the time and place of Safety Committee monthly meetings. The plant Health and Safety Committee will:

(1) Review and make recommendations concerning any unsafe conditions

and the stoppage of any unsafe work;

(2) Review and make recommendations concerning all chemical applications within the plant;

(3) Review and make recommendations for Health and Safety training and education;

(4) Review and make recommendations on environmental test results;

14:04 It is agreed that a Union representative has the right to be involved in any fatality investigation upon becoming available to participate.

14:05 Fire emergency drills will be carried out on Company time twice annually.

14:06 The plant will be provided with a properly equipped First Aid facility and a qualified First Aid person available within the plant.

14:07 Two (2) members of the Committee one (1) from the bargaining unit and one (1) from management shall be designated by the Committee to make tours of the entire plant checking for unsafe conditions or practices. Frequency of the tours shall be determined by the Committee.

14:08 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.

14:09 The Safety Committee Co-Chairperson or his designate shall accompany the Department of Labour Safety Inspector when he makes his inspections.

14:10 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 participate in monitoring and shall have access to the readings.

14:11 When the First Aid attendant directs employees who have been injured on the premises, to a hospital or clinic for treatment, the Company will continue to pay such employees, to the end of their regular shift. Employees who are released and fit to return to work are expected to return to work.

14:12 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 acceptable.

- 14:13 An employee who first becomes ill while at work, who has not worked a minimum of four (4) hours that day, and has to go to the hospital for medical treatment and is unable to return to work that day shall be paid for a total of four (4) hours at straight time rate for that day.

Article 15 - Seniority

- 15:01 In matters concerning layoff, rehiring, transfer and promotion of employees, the Company shall select individuals on seniority provided in the Company's opinion they are capable of performing the job in a sufficient and efficient manner.
- 15:02 Seniority shall be recorded on a plant-wide and classification basis. For a layoff lasting up to three (3) working days, seniority shall be applied by classification for regular work by employees who normally perform a specific duty, but it shall be plant-wide for casual work of a temporary nature. For all other layoffs which extend beyond three (3) working days, the plant-wide seniority list shall apply.
- 15:03 A seniority list prepared by the Company shall be posted in the plant 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.
- 15:04 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 omission or incorrect posting affecting his/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. These lists are to be reviewed by both parties before being posted.
- 15:05 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.

- 15:06 Where an employee is on a vacation, leave of absence, sick leave or laid off at the time of posting of the subsequent lists he may protest within fifteen (15) days after his return to work.
- 15:07 New employees will be regarded as probationary for fifty-five (55) days worked in any calendar year, but upon the successful completion of a probationary period the employee will be added to the seniority list with the employee's seniority dating from the commencement of the employee's probationary period.
- 15:08 An employee shall retain and accumulate seniority while:
- (a) on sick leave, Workers' Compensation, pregnancy, parental or adoption leave;
 - (b) on leave of absence approved by the Company;
 - (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 sixty (60) days;
 - (e) while on layoff, up to twenty-four (24) months.
- 15:09 Employees shall lose all seniority, and their employment, if:
- (a) they are discharged for just cause;
 - (b) they quit;
 - (c) they fail to return to work within a reasonable time when recalled after layoff. Reasonable time shall be interpreted to mean three (3) days after employee has been notified. This may be six (6) days if employee is living over fifty (50) miles away;
 - (d) The Company agrees to notify the Union Executive prior to any employee being removed from the seniority list.
- 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.
- 15:11 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.
- 15:12 Employees will be responsible for providing the Company with notice of address and telephone number, and any subsequent changes. The Company shall be entitled to rely upon the address and telephone number shown upon its records.

Article 16 - Leaves of Absence

- 16:01 (a) 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 M.H.A. or Federal M.P.
- (b) When a member of the Bargaining Unit has been elected or appointed to a 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 the regular operations.
- (c) The Company shall grant leave of absence, without pay, to employees for upgrading of skills and technical courses. Such leave will be for periods not to exceed two (2) years. Where an employee is taking a job related specific course which requires three (3) years to complete, employees will be granted an additional year of leave to complete such programs. Employees who return to work from an educational leave of absence within the prescribed period will suffer no loss of seniority for the period of the approved leave of absence.
- (d) All leaves of absence beyond three (3) days shall be requested in writing and approved or disapproved in writing by the Company.
- 16:02 The Company shall grant employees leave of absence for reasons of pregnancy, parental or adoption leave in accordance with the *NL Labour Standards Act*.
- 16:03 The Company shall grant a leave of absence of up to a maximum of two (2) years to an employee for reasons of *bona fide* illness, industrial accident or disease. It is understood that such leave of absence may be extended, in writing, by the mutual consent of the Company and the Union. An employee shall return to work when certified as medically fit, in writing, by his/her physician.
- 16:04 When an 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 a death in the employee's immediate family – his/her spouse, common-law spouse, child, grandchild, parents, brother, sister, legal guardian, the employee shall receive three (3) days' leave with pay, provided there is work at the plant at that time for that individual.
- (b) In the event of the death of his/her mother-in-law, father-in-law or grandparents, the employee shall be granted two (2) days'

leave with pay, provided there is work at the plant at that time for that individual.

- (c) In the event of the death of his/her brother-in-law, sister-in-law, son-in-law, daughter-in-law, the employee shall be granted one (1) days' leave with pay, provided there is work at the plant at the time for that individual.
- (d) In the event of bereavement leave applying to Category I above, where the funeral takes place outside the province and is attended by the employee, he shall receive an extra day's leave with pay.

The eligible days shall be the date of death and the next day [clause (b)] or the next two (2) days [clause (a)] thereafter but the employee may choose as one of those days to take the day of the funeral if later.

Article 17 - Grievance Procedure

17:01 When an employee has a grievance alleging that there has been a violation or misinterpretation 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) working days after 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, the department steward, the chief steward or his designate alternate 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 forty-eight (48) hours.
- STEP 3 If the response is not acceptable, then the grievance shall be put in writing, stating the nature of the grievance and the relief or remedy sought 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 state such other representatives of the Union and/or the Company may be involved. 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 3 above, either party by written notice to the other shall have the right to appeal the dispute to arbitration as herein provided.

17:02 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.

17:03 Grievances arising directly between the Union and the Company shall be submitted at Step 3.

17:04 The Company agrees that when an employee is to be disciplined, he shall be accompanied by a shop steward. The employee and the shop steward may confer privately upon the request of either of them. An employee may request in the presence of the shop steward that the steward leave the meeting. All grievances at Steps 2 and 3 shall be processed promptly on Company time with no loss of pay or benefits to the employees involved. Employees shall be accompanied by a shop steward at all times in meetings involved in those steps of the grievance procedure.

17:05 The time limits referred to in the foregoing grievance and arbitration procedure may be expanded or compressed by mutual consent and shall be considered mandatory.

17:06 No grievance shall be lost through error in form or technical irregularity.

17:07 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.

Article 18 - Arbitration

18:01 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.

18:02 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.

- 18:03 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.
- 18:04 If the parties cannot reach agreement on the selection of an arbitrator within five (5) days, then either party may request the Minister of Labour of the Province of Newfoundland and Labrador to appoint an arbitrator.
- 18:05 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.
- 18:06 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.
- 18:07 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.
- 18:08 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.
- 18:09 Each party shall pay its own costs and the fees and expenses of its witnesses. The fees and expenses of the arbitrator shall be paid by the unsuccessful party. 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 19 - General

- 19:01 It is understood and agreed that if circumstances arise for which no provision is made herein, the parties will use their best endeavours to adjust the matter, but work shall proceed under the existing practices of

the Company pending settlement between the parties.

- 19:02 It is understood that this Collective Agreement replaces agreements and understandings that may have been in effect by and between the parties hereto, and including the past practices of previous operators.

Article 20 - Harassment Based on Gender

- 20:01 The Company and the Union agree to take every reasonable action to eliminate sexual harassment in the workplace.

Article 21 - Amendment

- 21:01 Subject always to the right of determination, 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 in writing 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 change 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.

Article 22 - Term of Agreement

- 22:01 This Collective Agreement shall come into full force and effect the 1st day of January, 2021, and will remain in full force and effect until the 31st day of December, 2024, and from year to year thereafter unless notice is given by either party to the other within ninety (90) days next preceding any anniversary date thereof for the purpose of renewing, amending or otherwise changing the Agreement. However, only the increases in wage rates specified in Schedule "A" shall be retroactive to January 1, 2021.

Notwithstanding the giving of notice to commence collective bargaining as

implied in the above paragraph, it is understood and agreed that the conditions established in the Agreement shall remain in full force and effect during the negotiations for a new Agreement.

Article 23 – Other Issues

23:01 FFAW/Unifor Education Fund

The Company agrees to pay the FFAW/Unifor \$1,100.00 per year for the life of this Agreement.

The Company also agrees to pay the FFAW/Unifor \$500 per year of this Agreement for the Union's Women's Advocacy Fund.

23:02 When they are working during times the plant is in production, the Local President will be paid six (6) extra hours regular straight time pay per week, and the Vice President and an additional committee member will be paid two (2) extra hour regular straight time pay per week. Such payments will in no way be counted for the purposes of any overtime.

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

SIGNED, SEALED AND DELIVERED in the presence of:

ST. ANTHONY SEAFOODS LIMITED PARTNERSHIP

FISH, FOOD AND ALLIED WORKERS UNION (FFAW/Unifor)

SCHEDULE "A"

Classifications	Jan.1/2021	Jan.1/2022	Jan. 1/2023	Jan. 1/2024
Job Grade 1				
General Production	\$16.95	\$17.45	\$17.85	\$18.25
Job Grade 2				
Forklift Operator	\$17.10	\$17.60	\$18.00	\$18.40
Job Grade 3				
Cold Storage Operator, Quality Control and Cleanup	\$17.45	\$17.95	\$18.35	\$18.75
Job Grade 4				
Peeler Operator Shrimp Cooker Operator	\$18.30	\$18.80	\$19.20	\$19.60
Job Grade 5				
Maintenance	\$19.35	\$19.85	\$20.25	\$20.65
Job Grade 6				
Millwright	\$22.00	\$22.50	\$22.90	\$23.30
Job Grade 7				
Engineers and Electricians	*	*	*	*

* - Refer to Addendum.

Charge Hand: Will be paid 75¢ per hour over the classification rate employee is working in; not applicable to Shrimp Cooker Operator.

Discharge and Receiving will refer to product that is moved from Truck to Designated Plant Area and will NOT apply to offloading of boats or Wharf Designated Area.

Clean-Up employees, when operating a forklift, will be paid the Forklift Operator rate.

SCHEDULE "B"

DISCHARGE AND RECEIVING

The following are certain terms and conditions of employment which apply to the Company's Discharge and Receiving Operations:

1. Discharge and Receiving workers will be called to work on the basis of seniority provided they are capable of doing efficiently the work for which they are being called. If an employee is unavailable for three (3) separate witnessed telephone calls over a one (1) week period, or if available, declines any shift offered, her/his name shall be removed from the list of employees eligible for such work.
2. The work week, as defined in the Collective Agreement, begins at 12:01 AM Sunday morning.
3. The normal discharge shift will consist of ten (10) hours of work at straight time when available work warrants. Hours worked in excess of ten (10) hours on a shift will be paid at the rate of time and one-half ($1\frac{1}{2} \times$) the base rate.
4. With the nature of this unscheduled work, the Company may, in its discretion, extend shifts beyond the normal ten (10) hours.
5. A Discharge and Receiving List will be established each year prior to the beginning of each production season and workers on this list will be called based on seniority.

Letter of Understanding (Side-letter)

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 of work in relation to the Company's operations and no attempt will be made by the Union or any member thereof to interfere in any way with the operation of the Company because of the dispute.

ADDENDUM

The parties acknowledge that at present the nature of the Company's work requires only a one ten (10) hour shift system but in the event that the Company deems it necessary, after prior consultation with the Union, a two (2) shift system may be introduced. In the Company's discretion in the special case when an employee is applying for special benefits and needs to be given one (1) day of paid sick leave, if the employee satisfies the Company that she is sick on that day, such sick day may be given.

Engineers and Electricians will be addressed in the manner agreed between the parties during negotiations.

DATED at St. Anthony, Newfoundland and Labrador, this

_____ day of _____, 2021.

FOR THE UNION

FOR THE COMPANY

IN WITNESS WHEREOF the parties of this Collective Agreement have hereunto their hands and seals subscribed and set this 21 day of APRIL, 2021.

SIGNED, SEALED AND DELIVERED in the presence of:

ST. ANTHONY SEAFOODS LIMITED PARTNERSHIP

FISH, FOOD AND ALLIED WORKERS UNION (FFAW/Unifor)

FISH, FOOD AND ALLIED WORK
Brady Byrne

Keith Best
Glorie Rose

Came Rose

Dean D'Amico

ADDENDUM

The parties acknowledge that at present the nature of the Company's work requires only a one ten (10) hour shift system but in the event that the Company deems it necessary, after prior consultation with the Union, a two (2) shift system may be introduced. In the Company's discretion in the special case when an employee is applying for special benefits and needs to be given one (1) day of paid sick leave, if the employee satisfies the Company that she is sick on that day, such sick day may be given.

Engineers and Electricians will be addressed in the manner agreed between the parties during negotiations.

DATED at St. Anthony, Newfoundland and Labrador, this

21st day of APRIL, 2021.

FOR THE UNION

Sam Dingle
Trudy Dwyne
Keith Best
James Rose

FOR THE COMPANY

Edgar
[Signature]
[Signature]