



FFAW | UNIFOR
Fish, Food & Allied Workers

Collective Agreement

between

Fish, Food and Allied Workers
FFAW-Unifor

and

Beothic Fish Processors
Valleyfield, Musgrave Harbour, Bridgeport
and Greenspond

Effective

January 1, 2021 – December 31, 2023

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Article 1 – Recognition

- 1:01 The company recognizes the Union as the sole and exclusive bargaining agent for a unit of employees of Beothic Fish Processors Ltd, comprising of all employees save and except the Manager, Office Staff, Production Managers, Chief Engineer, Maintenance Supervisors, Production Supervisors and all those above the rank of Supervisors employed by the Company at its facilities at Valleyfield, Musgrave Harbour, Bridgeport and Greenspond.
- 1:02 Persons not in the bargaining unit will not perform work done by bargaining unit employees except to:
- (a) Demonstrate or instruct
 - (b) In the case of an emergency.
- 1:03 The terms and conditions of this Agreement shall be binding upon the company, its officers and members, but shall not include work performed by contractors who provide services or labour under contract to the Company. However, the Company agrees not to subcontract out work normally done by the employees within the bargaining unit provided there are employees with the necessary skills and ability who are available to perform the work. The Company will consult with the Union prior to letting contracts and will make reasonable efforts to accommodate its employees in the conduct of contracted work.
- 1:04 The Company will not make any individual agreements with any member of the bargaining unit directly or indirectly in conflict with provisions of this Agreement.

Article 2 - Union Security

- 2:01 The Company will give preference of employment to Union members when such is available provided they are capable, in the opinion of the Manager, of doing the work for which they are to be hired. The above agreement does not apply to individuals who have quit or have been dismissed.
- 2:02 It is to be a condition of employment, that all prospective employees not presently a Union Member, upon hiring, shall have Union dues deducted from their wages on a weekly basis. The

Secretary Treasurer of the Fish, Food, and Allied Workers will advise the company in writing of the amount to be deducted. The amount deducted is to be forwarded to the Provincial office of the Fish, Food, and Allied Workers, by the fifteenth (15) of each month.

- 2:03 The Company shall make it a condition of employment that every member who is now a member or thereafter becomes a member of the Union shall maintain his/her membership therein.
- 2:04 The Company reserves the right to remove any new employee from his/her position prior to the expiration of the sixty (60) day probationary period.
- 2:05 The Company agrees that the Union can conduct the following activities on Company time:
- (a) When the grievance committee, officers or stewards are called upon by the management of the Company to meet with them.
 - (b) When a member of the grievance committee, or Union officers or steward is called upon by Step One, Step Two or Step Three of the grievance procedure to handle a grievance on the plant premises, provided that prior permission from the supervisor is secured. Such permission shall not be unreasonably withheld.
- 2:06 The Company will recognize a plant grievance committee consisting of three (3) members of the bargaining unit and in addition one (1) shop steward in each plant department.
- 2:07 The Company agrees to pay two (2) cents per hour worked for all employees to the education fund for the life of this agreement. These amounts will be forwarded to the Secretary Treasurer of the FFAW-Unifor, Provincial Office on a quarterly basis. The Company agrees to pay to the FFAW-Unifor \$1,000.00 per year for the purpose of the Women's Advocacy Program.

Article 3 - Management Rights

- 3:01 All functions, rights, powers and authority that the employer has not specifically abridged, delegated or modified by this agreement are recognized by the Union as retained by the employer.

Article 4 - Employee Rights

- 4:01 Any disciplinary action taken by the employer with respect to an employee may be the subject of a grievance under the grievance procedure set out in Article 19 of the Agreement.
- 4:02 The Company and Union agree there will be no intimidation or harassment practised by either of them or their representatives. The parties also agree not to discriminate against any employee by reason of race, religion, sex, including sexual orientation, marital status, physical or mental disability, political opinion, color or ethnic nationality or social origin, and age. It is also agreed there will be no discrimination against an employee by reason of that employee's membership, status, or legitimate activities in the Union.
- 4:03 The Company agrees that when an employee is called in on a disciplinary matter pertaining to his/her work performance that will form part of his record, he/she will be accompanied by the steward, although the employee may request the steward to leave the meeting. If the employee is to be interrogated by the Company as part of a disciplinary procedure, the Company will notify the Union before this interrogation takes place. The employee so concerned has the option prior to this meeting of not having the steward present. For other matters, the employee may be accompanied by a steward if he/she so desires.
- 4:04 Copies of documents held in the personal file of a bargaining unit employee will be made available to the employee, if pertinent to an impending arbitration hearing.
- 4:05 All new employees shall be introduced to their department steward.

Article 5 - Strikes and Lockouts

- 5:01 The Union agrees that during the life of this agreement, there shall be no strikes, sitdown, suspension or slowdown of work, 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, or otherwise interfering with the employer's business. The employer agrees that there

shall be no lockout of employees during the term of this Agreement.

- 5:02 It is agreed that there shall be no strike by or lockout of employees during the course of negotiations for a renewal or extension of this Agreement until an attempt has been made in good faith to settle any differences.
- 5:03 In the event that the procedure for settlement of contract negotiations has not been completed in accordance with the Labour Relations Act, the Union agrees to give the Company seven (7) day's notice of its intention to strike. The Company agrees to give the Union seven (7) day's notice of its intention of any lockout action.
- 5:04 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 plant refrigeration and heating units or any plant equipment, or in the provision of necessary personnel to do warehousing work for the preservation of existing stocks except in the event the Company attempts to bring in other workers in an effort to defeat the strike or stoppage of work.
- 5:05 Notwithstanding the above, no employee shall be required to cross a picket line at the premises of any other employer or engage in work which involves the processing, handling or transportation of any goods which have been shipped or diverted from any premises where there is a dispute between the Company, shipper or his/her agent or forwarder and any outside Union performing work similar to that being performed by the members or the Union which is party to this Agreement.
- 5:06 In the event of any emergency in case of necessary maintenance, the union agrees to supply the employees required to do the job when so requested by the Company.

Article 6 - Union Access

- 6:01 Staff representatives employed full or part-time by the Union will be allowed access to the plant during working hours to conduct necessary Union business. Union officials shall first notify the management of their presence and indicate the nature of their

business. They shall not disrupt normal Company operations.

Article 7 - Union Officers

- 7:01 The Union will keep the Company advised of the employees who are to act as official representatives of their membership, to deal with the management in matters pertaining to the proper administration of the agreement during its term.
- 7:02 The Union will, wherever possible, avoid holding general Union meetings during working hours. When an emergency requires the calling of a meeting during working hours, the Union shall notify management as early as possible in advance whose permission shall not be unreasonably withheld, unless volume and/or quality of raw material necessitates same.
- 7:03 All grievances in Steps 1, 2, and 3 shall be processed promptly on Company time with no loss of pay or benefits to employees involved.
- 7:04 Union officers will be permitted to leave their regular duties during working hours, with no loss of pay or benefits, in order to deal with Local Unit administration of the Collective Agreement or investigations of grievances or complaints, provided they first obtain permission of management. Such permission shall not be unreasonably withheld.
- 7:05 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.
- 7:06 The Union shall appoint or elect, and the Company shall recognise and meet with, such officers and stewards who are employees of the Company as are necessary to administer adequately this Collective Agreement.
- 7:07 One member of the local Union executive shall be granted two (2) hours off, with pay once per month for the purpose of preparing an agenda for the Labour/Management Committee meeting. Furthermore, the Unit Chairperson or his/her designate shall be entitled to one hundred & forty (140) paid hours per year, for Union related business. All stewards will be entitled to two (2) paid hours per year for Union related business.

Article 8 - Working Conditions

The Company shall provide adequate safety clothing and required PPE for all employees to safely perform their work at no cost including, but not limited to the following articles:

- 8:01 The Company agrees to provide and maintain the following:
- (a) adequate and suitable modern toilet facilities for both male and female workers;
 - (b) adequate, clean and cool drinking water; and
 - (c) adequate room for workers with diabetes or other medical issues to administer medication.
- 8:02 Employees shall not be required to work in cold storage unless they have adequate clothing on hand to wear. Suitable coats, mitts and footwear for people working in cold storage shall be provided by the Company.
- 8:03
- (a) The Company agrees to improve area for hanging aprons and coats.
 - (b) The Company agrees to improve area for hanging rubber clothes for butchers and cleanup personnel.
- 8:04 The Company agrees to provide suitable lunchroom facilities for wharf workers.
- 8:05 The Company agrees to provide suitable lunchroom facilities for employees.
- 8:06 The Company agrees to provide the following:
- (a) 2 pair of gloves per week or one heavy lined, if necessary, to all classifications that require gloves.
 - (b) (i) All classifications to receive:
2 aprons per season or one heavy apron (where necessary).
 - (ii) Workers exposed to hazardous noise

will receive appropriate hearing protection at no cost.

- (iii) Clean-up Employees to receive:
 - 1 Pair of gloves per week, if necessary and one pair of long gloves per season.
- (iv) Janitors to receive:
 - 2 pairs of rubber gloves per season.
- (v) Butcher Line Feeder and Pan Washer to receive:
 - 2 pairs of gloves per season.
- (vi) Palletizers/Flippers to receive (if necessary):
 - 1 pair of insulated safety boots every 14 working weeks;
 - 1 pair of heavy gloves or 1 apron per week, to a maximum of 10 per season.
- (c) (i) Freezing and Stowing Workers to receive:
 - 1 pair of rubber safety boots every fourteen (14) working weeks (if necessary);
 - 2 pairs of suitable gloves per season.
- (ii) Tallyperson to receive:
 - 2 pairs of suitable gloves per season;
 - 1 pair of rubber safety boots every twenty-four (24) working weeks (if necessary).
- (d) Receiving and Shipping:
 - (i) Regular Discharge Crew, namely, (Dockside Graders, Weighmasters, Forklift Operators, and Wharf Hands) if necessary to receive:
 - 2 pairs of rubber gloves per season;
 - 1 pair of suitable safety boots every fourteen (14) working weeks.

- (ii) Cold Storage Workers to receive:
 - 1 suitable pair of boots every six (6) working months if necessary;
 - 1 suitable jacket and pants every twelve (12) working months as necessary;
 - 1 pair of adequate gloves per season.

- (e)
 - (i) Maintenance Workers to receive:
 - 3 pairs of coveralls per year for seasonal maintenance (if necessary);
 - Seasonal maintenance to receive first pair of coveralls at time of hire.
 - 4 pairs of coveralls per year for full time maintenance if necessary;
 - 1 pair of leather safety boots per season if necessary;
 - 1 outside safety suit for full-time mechanics;
 - 3 pairs of different-sized warm rubber boots along with liners for each worker.

- (f)
 - (i) Engineers and Electricians to receive
 - 2 pairs of coveralls per year if necessary;
 - 1 pair of leather safety boots per year if necessary.

- (g)
 - (i) When free issues of gloves are used, the employee shall be entitled to one (1) free pair after three (3) pairs of gloves have been purchased.

- (h)
 - (i) Employees who purchase their own safety boots will be entitled to the lesser of the actual purchase price or sixty dollars (\$60.00) for rubber and one hundred and fifty dollars (\$150.00) for leather, provided they submit the receipt.

8:07 All free issues of clothing and equipment remain the property of the Company and must be returned upon request.

8:08 Tool Allowance

For all maintenance employees using their own tools at work, the Company will pay a lump sum by December 31st of two hundred and fifty dollars (\$250.00) for those who have worked twelve (12) months with the Company. This amount to be paid by separate cheque and shall be adjusted according to the months worked by those employed for less than twelve months and using their own tools. A minimum of one hundred and fifty dollars (\$150.00) will be paid for up to and including six months of employment. The tool list will be posted for employee and Company guidance. Care, maintenance and replacement of tools are the responsibility of the employee. The Company will replace broken tools provided they are turned in by the employee and under warranty.

Article 9 – Wages

9:01 Thursday of each week shall be the payday for the previous week and pay cheques shall be available to all workers not later than 5:00 p.m. on that day and the night shift workers not later than 12:00 midnight on the Thursday night shift. If there is no work on Thursday night, payday will be 5:00 p.m. Thursday. Workers will have a choice of payroll banking deposits.

9:02 Pay envelopes and cheques shall be accompanied by a statement showing the period covered, the number of hours worked, regular time and overtime, as well as any deductions.

9:03 The rates of wages of all employees covered by this agreement shall be set forth in "Appendix 2" of this agreement. These rates shall not be altered except by mutual consent of parties hereto.

9:04 Should classifications within the bargaining unit be created other than those contained in "Appendix 2", the rate of pay for such classifications shall be agreed to by the parties and shall thereafter become part of the "Appendix 2" of this agreement.

Article 10 – Preservation of Rates

10:01 Subject to Article 10:02, should classified employees be temporarily transferred to a position carrying a higher rate

of pay than their regular job, they shall be paid the rate for the higher paid job. In the case of seasonal lay-off, employees must accept the applicable rate for whichever classification their seniority entitles them.

10:02 Employees from skilled trades temporarily assigned to a position carrying a lower rate of pay, shall be paid their regular rate of pay provided there is work available to them in their regular classification. When there is no work available to them in their regular classification, or when the assignment is the result of a temporary transfer, employees shall be paid at the rate of the classification to which they have been assigned or temporarily transferred.

Article 11 – Hours of Work

11:01 The regular work day shall be eight (8) hours per day, and the regular work week shall be forty-eight (48) hours. For both day and night shift this will be Monday through Saturday inclusive. The day the shift normally commences on, not when it ends will be the shift date with the exception of cleanup workers who will get paid according to the date of the shift they clean up from.

11:02 Shift Engineers shall be on a two (2) shift basis to an average of 42/hours/week with the last two (2) hours at overtime rates. The shift will consist of twelve (12) hours per day.

11:03 The starting time of each working day or shift will be set by the Company, having due regard to the requirements of the plant and the interests of the employee. The Company shall, where possible, give all employees required at least four (4) hours notice of the time work will commence on any day or shift.

11:04 Subject to 11:05, meal periods for each production shift shall be no longer than one-half (1/2) hour. Meal periods for the receiving and shipping area shall be fifteen (15), thirty (30) or sixty (60) minutes depending on the workload. Employees will not be required to work any longer than five (5) hours without a meal period.

11:05 Employees working on a three (3) shift basis shall be expected to eat during normal working hours at a time determined on the basis

of the work load, and the time taken for the meal period shall not be deducted from working hours.

- 11:06 Employees shall be entitled to a rest period of fifteen (15) minutes during each half shift. At the expiration of the rest period each employee shall be at his post in readiness to commence work. Break periods of not less than fifteen (15) minutes will apply when not less than two (2) hours overtime are worked
- 11:07 Employees other than casuals, called for their regular shift shall be paid a minimum of four (4) hours at the appropriate rate. In the case of casual workers, a minimum of three (3) hours shall be paid at the appropriate rate. Also, when there is a power failure or mechanical breakdown there is to be a minimum of two (2) hours pay.
- 11:08 Employees called back to work outside their regular hours shall be paid a minimum of four (4) hours at the appropriate rate. However, when employees are called to provide ice and/or bait to trucks or fishing vessels, he/she will be paid the greater of two hours or actual time worked. This clause is not to apply to overtime scheduled in advance.
- 11:09 When a statutory holiday named on this agreement occurs on a regular scheduled work day, the regular weekly hours shall be reduced accordingly.
- 11:10 All employees shall be granted five (5) minutes wash up time at the end of each workday. This time to be used according to the rules of the Labour / Management Committee.
- 11:11 Subject to 11:12:01 (c) an employee who works such hours as not to receive ten (10) hours rest between regular shifts will work at minimum of double time on his/her following shift for the number of hours rest period is less than ten (10) hours. However, the above does not apply to the rotating shift change in the Receiving and Shipping area whereby a five (5) hours rest period is required between shifts.
- 11:12:01 (a) When there is a shortage of regular hours of work or in the event of overtime, classified workers from either respective plant, including Musgrave Harbour & Greenspond will be permitted to replace temporary and casual workers. However, for the purpose of overtime, temporaries and

casuals will be replaced upon completion of eight (8) hours at their regular rate of pay. It is agreed and understood that in order for this replacement to occur, there must be one-half (1/2) hours or more of overtime scheduled.

- (b) Temporary workers will not be permitted to use their seniority and ability to bump classified workers. The only exception to this rule will be employees that are coded temporary because they are unable to perform their normal duties due to medical reasons in which case the employee will be permitted to use his/her ability and seniority when needed. Individuals who have been diagnosed as being allergic to a particular species will have to provide medical documentation to support this diagnosis. However, due to this being seasonal employment, and the length of time involved in obtaining medical test results, the company agrees to allow the employee the above rights until which time the medical report is received.
- (c) Regular seniority classified employees on either shift in either department shall have bumping rights against temporaries and casuals when there is a shortage of regular hours of work or in the event of overtime. Employees wishing to replace a temporary or casual worker on another shift must request to do so by informing their supervisor upon notification of a shortage of work. The master list for ability and seniority will not be used for the purpose of bumping into another shift. It is agreed and understood that when an employee is replacing a casual or temporary worker on another shift, there will be no additional cost burden to the Company. Furthermore, it is agreed that an employee must have a five (5) hour rest period between shifts.
- (d) Classified workers that are filling vacancies or replacing casuals or temporaries in either department shall be permitted to complete their day's work.

11:12:02 In the case of classified, unclassified and temporary employees working on pelagic species, where there is a shortage of work, senior employees, excluding temporaries, from fish production will be permitted to replace less senior

employees during meal and rest periods. Senior employees from the crab plant will be permitted to replace temporary employees on pelagics during meal and rest periods.

- 11:12:03 Within classifications, however, less senior employees will be allowed to complete their day's work and will be replaced on succeeding days.
- 11:12:04 During work on pelagic species, senior workers will have first option for working during any calendar day. This must be accomplished even if those workers have to be rescheduled for subsequent days.
- 11:12:05 The Company agrees that upon mutual consent, workers will have the ability to switch shifts with each other at no extra cost to the Company.

Article 12 – Overtime

- 12:01 All hours worked in excess of eight (8) hours in any day or forty (40) hours in any week shall be paid at a minimum of time and one-half.
- 12:02 (a) All hours worked before or after the daily hours of work shall be paid at a minimum of time and one-half. The regular hours of work shall be scheduled between 6:00 a.m. and 6:00 p.m. for day shift and between 3:45 p.m. and 3:45 a.m. for night shift. On pelagics and Sunday nights, the regular hours of work shall be scheduled between 7:00 a.m. and 7:00 p.m. for day shift and 7:00 p.m. and 7:00 a.m. for night shift. This article does not apply to Greenspond plant and the Musgrave Harbour wharf crew.
- (b) Casual employees will be paid overtime rates after working eight (8) hours per day or forty (40) hours per week. Saturday and Sunday hours will be treated as any other working day for casual employees.
- 12:03 All overtime worked shall be optional and voluntary, except it is agreed that the ninth hour will be compulsory at the request of the Company excluding maintenance and three (3) rotational shift workers.

- 12:04 (a) All hours worked on Saturday shall be paid at a minimum of time and one-half except for shift engineers who shall receive a minimum of time and one-half on their first day of rest.
- 12:05 All hours worked on Sunday shall be paid a minimum of time and one-half, except for shift engineers who shall receive a minimum of time and one-half on their second day of rest.
- 12:06 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 the basic rate.
- 12:07 (a) All overtime outside classification shall be shared within departments. However, work on Sunday shall be shared independent of all other overtime accumulation.

Article 13 – Distribution of Work

- 13:01 a) The quantity of work available each week shall be divided, as far as possible, equally between shifts after the second shift (night shift) is required. Requirement means once per season.
- b) When extra workers are required on either shift, in either department, work will be distributed equally for that shift. This includes regular and overtime hours.

Article 14 – Vacation

- 14:01 (a) All new employees shall receive vacation pay at four per cent (4%) of gross earnings. Those working twelve (12) months or more shall receive three (3) weeks vacation with pay.
- (b) For year-round employees who have been employed for a period of fourteen (14) seasons, vacation pay will be calculated on the basis of eight per cent (8%) of the employee's gross wages.
- 14:02 (a) All employees who have completed six (6) years of service

with the Company shall receive vacation pay at the rate of six percent (6%) of gross earnings.

- (b) All employees who have completed twenty (20) years of service with the Company shall receive vacation pay at the rate of eight percent (8%) of gross earnings.
- (c) Employees who have completed 25 years of service with the Company shall receive vacation pay at the rate ten per-cent (10%) of gross earnings.

14:03 Vacation pay to be paid weekly or as per individual.

14:04 Notwithstanding the provisions of 14:02 nothing in the Article shall be interpreted to exonerate the employer from granting time off for annual vacation in accordance with the requirements of the Annual Vacation with Pay Act.

Article 15 – Statutory Holidays

15:01: (a) All employees who have completed the sixty (60) day probationary period and who:

- (i) Have worked five (5) days preceding the holiday unless absent due to sickness, accident, bereavement or other just cause permitted by the Company; and
- (ii) Are in good standing on the seniority list shall be entitled to eight (8) hours straight time in addition to any pay received for hours worked on a paid holiday.

(b) All employees who do not meet requirements of article 15:01(a) (1) and (2) and Article 15:05, with respect to Public Holidays shall be paid according to Labour Standards Act.

15:02 (a) The following days shall be observed as paid statutory holidays:

New Year's Day

St. Patrick's Day
Good Friday
Commonwealth Day
Canada Day
Valleyfield Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day

- (b) Employees shall be entitled to time and one half the regular rate of pay for hours worked on statutory holidays, with the exception of Canada Day, which will be paid at regular rate for hours worked.
- (c) (i) An employee with seniority shall be granted one floating holiday in addition to the above holidays (15:02 (b) (1) (2)).
- (c) (ii) One (1) additional floating holiday shall be granted to employees upon working 800 hours.
- (c) (iii) One (1) additional floating holiday shall be granted to employees upon working 1150 hours.
- (c) (iv) One (1) additional floating holiday shall be granted to employees upon working 1600 hours.
- (d) Floating holidays not taken before December 31st will be carried forward into the following year, to a maximum of three (3) unused floaters.

15:03 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.

15:04 Employees on a three (3) shift basis shall be granted equivalent time off on a day other than that upon which the holiday is observed if the holiday is a regular working day in his shift and shall be taken within two (2) weeks before or after the holiday is worked.

15:05 Only employees that work in the week of the holiday will receive holiday pay.

15:06 Year-round employees can utilize their statutory holidays as floating holidays.

Article 16 – Safety

16:01 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.

16:02 Legislation: The parties recognize all provisions and existing legislation related to occupational health and safety.

16:03 There shall be a plant Health and Safety Committee comprised of five (5) plant employees nominated by the Union and five (5) representatives from management. The Committee shall meet monthly during the production season. Meetings will be held during working hours without any loss of pay and benefits. A copy of the Committee's minutes 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.

16:04 The Occupational Health and Safety Committee established under the above clause will:

- Review and make recommendations concerning any unsafe conditions and the stoppage of any unsafe work;
- Review and make recommendations concerning all chemical applications within the plant;
- Review and make recommendations for the Health and Safety training and education;

16:05 Both parties agree to make every effort to comply with the recommendations of the Occupational Health and Safety Committee.

- 16:06 Valleyfield will be provided with a proper first aid kit and first aid room. Musgrave Harbour, Greenspond and Bridgeport will be provided with a first aid kit and stretcher.
- 16:07 Two members of the Committee, shall be designated by the Committee to make tours of the entire plant, checking for unsafe conditions or practices. During this tour an inspection of the first aid kit will be made to ensure the proper materials are provided. The Committee shall determine frequency of the tours.
- 16:08 The Safety Co-Chairperson for the Union, or his/her designate shall accompany the Department of Labour Safety Inspector when inspections are conducted.
- 16:09 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. An air sampler provided by the Company according to the Workplace Health and Safety regulations will monitor the conditions.
- Air in air tanks (survive air) shall be changed every three (3) months.
- 16:10 An employee sent to hospital or clinic due to a work-related injury, will be paid for the time missing from that shift to a maximum of the entire shift including overtime. When released and declared fit for work, the employee must return to work.
- 16:11 Fire emergency drills will be carried out on Company time twice per season, the time to be determined by the Plant Safety Committee in relation to the anticipated operating period.
- 16:12 The Company agrees to supply the following safety items, as required, during the term of the Collective Agreement.
- Welding jackets
 - Welding gloves
 - Smoke extractors
 - Ear protection
 - Safety gloves
 - Acid coveralls
 - Cutting goggles
 - Safety Harness

- Safety Hard Hats
- Dust Masks

16:13 Individual safety harnesses will be supplied to all maintenance employees.

Article 17 – Seniority

17:01 Seniority shall mean accumulated service from the recent date of hire. Seniority lists showing for each employee listed thereon, (a) name, (b) classification and (c) employment seniority date shall be posted every six (6) months in the plant. Employees shall have thirty (30) days after (or their return to work after layoff, sick leave, leave of absence or vacation) to protest in writing any errors or omissions. A copy of each list shall be forwarded to the Provincial Office of the Union at the same time as it is posted at the plant. The company shall provide the Union with all necessary information relating to the following matters for employees within the bargaining unit. It is understood that the seniority rights of employees can only be exercised at their respective locations in Valleyfield, Greenspond, Bridgeport and Musgrave Harbour. Transfers among Valleyfield, Musgrave Harbour, Bridgeport and Greenspond will go on bottom of seniority list. Subject to Article 17:13,

- (a) A list of employees including names, addresses, phone numbers and classifications ranked according to seniority;
- (b) Job postings, job awards;
- (c) Hirings, discharges, suspensions, written warnings.

17:02 (a) New employees will be regarded as probationary for the first sixty (60) days, but upon the successful completion of a probationary period the employee's seniority shall be dated the first day worked after the completion of his/her probationary period. During the probationary period, dismissal for lack of aptitude shall not be subject of grievance; however, all other terms of the agreement shall apply. (For the purpose of this Article a working day shall be defined as a minimum of four (4) hours work.)

- 17:03 (a) In matters concerning layoff, recall, promotion, filling vacancies and permanent transfers of employees within their respective plants, the company will select individuals on ability and seniority within their departments. Where ability is sufficient to perform the required duties, seniority shall govern.

There shall be no bumping rights exercised between the crab department, groundfish department, or skilled trades department, unless there has been a permanent shutdown of one plant or the other. Only workers classified in areas where three rotating shifts are scheduled to work have the right to rotate when bumping. All other workers will stay in the position they bumped into until their own classification becomes available. Workers must stay within their own time frame

- (b) There shall be two (2) shifts of employees when required, namely day shift and night shift, and employees who apply for positions on night shift shall remain as night shift employees until they are successful in obtaining another position on day shift by means of a job posting.
- (c) There shall be three (3) rotating shifts in the Receiving and Shipping area of the groundfish department. The 8 – 4 shift will be allowed to exercise ability and seniority between themselves and the groundfish production shift. The 4-12 shift will be allowed to exercise ability and seniority between themselves and the groundfish clean-up shift. The 12 –8 shift will only be allowed to exercise seniority and ability between themselves.

17:04 Seniority shall be recorded on a plant-wide basis.

17:05 Whenever the Company finds it necessary to make a selection for any of the above matters on any basis other than seniority, the Company agrees to review, when the selection is made, with the proper Union officials or representatives its reasons therefore.

- 17:06 (a) When overtime is worked it shall be distributed equally among employees in the classification worked.

- (b) For the purpose of (a) above, overtime refused by employees shall be recorded as time worked.

17:07 Transfers will be based on seniority, with the more senior employee having the right to decline such a transfer except in case of an emergency and providing there is a less senior worker with sufficient ability to perform the required duties. All temporary transfers of employees for a period of one (1) working day shall be at the discretion of the company, provided all senior employees with the ability to perform the required duties are already scheduled to work. Any overtime obtained on that day shall be included in the overtime outside of classification accumulation.

17:08 (a) Vacancies and new positions of a permanent nature within the bargaining unit shall be posted on the plant bulletin board from 12:00 noon on Monday to 12:00 noon on Friday, with all members of the bargaining unit having the right to apply. Temporary vacancies that are known to be longer than two (2) days' duration will be posted for a period of one (1) day in the respective departments. Employees wishing to transfer to posted position must apply for the transfer. Transfer will be selected on basis of ability and seniority and the successful applicant will be expected to remain in that position for as long as the vacancy exists, unless an individual is successful in obtaining a permanent position by means of a job posting. Should an individual coded as temporary on the seniority list be successful in obtaining a temporary job posting, the temporary worker will retain the rights of a classified worker in that particular classification for as long as the position exists. Furthermore, if the vacancy is anticipated to be for a full season, then employees from either department will be able to apply for the position.

A temporary vacancy for the purpose of this article shall be defined as positions becoming available due to illness, industrial accident, leave of absence or vacation.

- (b) An employee moving to new positions through job

postings will be given a fifteen (15) day training period. If unable to perform following the training period, the employee shall be returned to his former position.

- (c) Employees' shall be permitted to make one move per season through a job posting.

17:09 Employees shall retain and accumulate seniority:

- (a) while on layoff up to eighteen (18) months;
- (b) while on sick leave, Workers' Compensation, pregnancy leave;
- (c) if promoted outside the bargaining unit for a period of up to one (1) year.
- (d) For purposes of experimental or developmental fisheries, both parties agree to extend the seniority of employees promoted outside the bargaining unit of more than one (1) year upon mutual written consent.

17:10 Employees shall lose all seniority if;

- (a) discharged for just cause;
- (b) quit;
- (c) fail to return to work without just cause following layoff and after being notified of availability of work. Union executive to be notified prior to dismissal under this cause.

17:11 Local Management and local union executive shall work together to assist employees make an early and safe return to work after being off due to serious illness or injury. All parties will use their best efforts to have the employee accommodated according to the requirements of relevant legislation. However, such accommodation shall not cause the displacement of an employee having greater seniority than the employee to be accommodated. The accommodation shall be of a temporary duration only for the purpose and to the extent of enabling the

accommodated employee to return to his/her normal job. If, while being accommodated, the employee is occupying a job rather than his/her classification, he/she will be paid at the rate of his/her regular classification. The parties agree that this clause fully and accurately describes, in the circumstances of the Company's operations, their duty to reasonably accommodate to the point of undue hardship employees with limited functional abilities. Injured workers who have been accommodated through job placements will work every Sunday provided workers senior to them are scheduled for work.

17:12 An employee whose job becomes redundant either directly or indirectly because of a job phase out will be allowed to return to his/her former position if it becomes available within thirty months of being officially notified of a job phase out.

17:13 (a) Employees whose jobs have been phased out in Musgrave Harbour and Greenspond will automatically be placed on the Valleyfield seniority in the order that they are on their own list at present. The employees' seniority date on the Valleyfield seniority list will be as of the official notification date of a job phase out at his/her own plant. Should vacancies or new positions occur at Greenspond and Musgrave Harbour then those employees will have the first opportunity to transfer back to their own plant and will be placed at the end of the existing seniority list at Greenspond and/or Musgrave Harbour. When employees decline permanent transfers back to their original plant then they will be removed from that seniority list.

(b) It is further agreed that a list will be established of those workers in Valleyfield interested in work in Greenspond and Musgrave Harbour on days when there is no work available in Valleyfield. It is understood that first right of work in Greenspond and Musgrave Harbour will go to those workers who were on the seniority list at the time of the moratorium in Greenspond and Musgrave Harbour and subsequently transferred to Valleyfield. The exception to this being Sundays, which will be shared with Valleyfield workers.

It is understood that if a worker at the Valleyfield plant puts his/her name on the list for work in Musgrave Harbour and/or Greenspond then if called they must go to work.

17:14 In the event of freezing shortage at Valleyfield, groundfish workers will avail of work at Greenspond with respect to turbot, monkfish or cod.

Article 18 – Leave of Absence

18:01 The Company shall grant leave of absence without pay to an employee for reasons of union activity or legitimate personal business including seeking and holding public office as a Provincial MHA or Federal MP.

18:02 When a member of the bargaining unit has been elected to the local Town Council in communities where the Company has processing facilities (New-Wes-Valley and Greenspond), he/she shall be granted time off with pay to attend regularly scheduled council meetings, provided there is work at the plant at this time.

18:03 The Company shall grant a maximum of fifty-two (52) weeks, without pay, for combined maternity and parental leave.

18:04 The Company shall grant a leave of absence of up to a maximum of two (2) years without pay to an employee for reasons of bona fide 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.

18:05 Payments for leave under the following clauses will be made in respect of days on which the employee was scheduled to work and did not work as a result of compassionate leave. When an employee requests a leave of absence for compassionate reasons, they shall be granted such a leave in accordance with the following:

- (i) In the event of an employee's immediate family, spouse, including common-law spouse, son/daughter the employee shall receive five (5) days leave with

pay (forty (40) hours at regular rate), provided there is work for that individual at the plant and that the employee notifies the supervisor of his/her absence.

- (ii) In the event of a death of the employee's parents, sister, brother, legal guardian, grandchild, the employee shall receive three (3) days leave with pay (twenty-four hours regular rate), provided there is work for that individual at the plant at that time and that the employee notifies the supervisor of his/her absence. In the event an employee has to attend a funeral outside the province, an employee shall receive a maximum of four (4) days' leave with pay.
- (iii) In the event of a death of an employee's mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparents, an employee shall receive two (2) days leave with pay (sixteen hours at regular rate) provided that there is work at the plant at that time and that the employee notifies the foreman or management of his/her absence.
- (iv) Temporary workers will receive compassionate leave as per the Labour Standards Act.

18:06 Any leave of absence shall be put in writing with one copy going to the local executive, one copy to the employee and one copy to the Company.

18:07 Year round employees shall be granted one (1) sick day (8 hours) at regular rate of pay for every sixty (60) calendar days. Sick days not used will be carried into the following year. In order for employees to avail of this benefit, they must provide a doctor's note.

18:08 The Company shall provide seasonal workers with four (4) hours of sick leave per season to deal with medical issues that may arise. Verification of the appointment must be provided to the Company and no unused hours can be carried over into future seasons.

Article 19 – Grievance Procedure

19:01 When an employee has a grievance alleging there has been a violation or misrepresentation of the agreement, the employee and/or 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 alternate and the grievor shall meet with the foreman and the appropriate supervisor in a 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 3 above, either part by written notice to the other shall have the right to appeal the dispute to arbitration as herein provided.

19:02 The Union has the right to grieve on behalf of an employee or

employees, including the right to claim damages on behalf of the employee.

19:03 Grievances arising directly between the Union and the Company shall be submitted at Step 3.

Article 20 – Arbitration

20:01 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.

20:02 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.

20:03 Within five (5) days after the delivery of the foregoing notice, both parties shall meet to agree on the selection of the arbitrator.

20:04 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 Labour and Environment of the Province of Newfoundland and Labrador to appoint an arbitrator.

20:05 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.

20:06 Whenever the incident causing the grievance includes a loss in earnings or a 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.

20:07 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.

- 20:08 Either party shall be considered to have waived its right to raise preliminary objections to arbitration proceeding unless it files with the other party written reasons for such preliminary objection at the same time as the reply to Step 3 of the grievance.
- 20:09 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.
- 20:10 No grievance shall be lost through error in form or technical irregularity.
- 20:11 Each party shall pay its own cost and the fees and expenses of its witnesses. The fees and expenses of the arbitrator shall be shared equally between the parties.

Article 21 - General

- 21:00 Hiring List- Should the Company have to hire from the outside over the course of the Collective Agreement, first preference will be given to former employees of Beothic Fish Processors Ltd.
- 21:01 It is understood and agreed that if in any department circumstances arise for which no provision is made herein, the parties shall use their best endeavours to adjust the matter, but work shall proceed under the existing practices of the company pending settlement between the parties.
- 21:02 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.

Article 22 – Group Insurance

- 22:01 The Company agrees to provide insurance coverage for seasonal workers provided the majority of workers are in agreement with the coverage. Payment for the plan is to be on a 50/50 basis for the months actually worked; for months not worked, premium to be paid by employee.

Article 23 – Discipline

- 23:01 When an employee is dismissed or otherwise disciplined for any reasons, the Company shall forthwith notify the union.
- 23:02 When an employee is dismissed for just cause, the Company agrees to make his pay available within four (4) hours after dismissal.
- 23:03 When an employee is reprimanded and the reprimand is to be inserted in the employee's record it shall be set down in writing and the employee concerned shall receive a copy.
- 23:04 The record of an employee shall be open to inspection by the employee at all times, during office hours or other convenient times. The employee may have an official of the Union accompany him for the inspection if he so desires.
- 23:05 The record of an employee shall be cleared of an offence if, after the expiration of twelve (12) months from the date of the offence, there has been no reoccurrence of the same offence.
- 23:04 No action shall be taken by the Company on this misdemeanour of an employee after the expiration of twelve (12) months from its occurrence, nor shall any misdemeanour be held in any manner against an employee for a period longer than twelve (12) months except as permitted by this agreement.
- 23:05 It is agreed that at all times, the employees will observe the rules of the Company and the direction of its supervisors. Both parties agree that the company has the exclusive right to adopt, revise, and enforce plant rules. The Union will be informed prior to changes or additions to these rules.

Article 24 – Labour/Management Committee

- 24:01 The Company agrees to the establishment of a Labour / Management Committee. The function of the Committee shall be to discuss matters of mutual interest and concern and to promote harmonious relations between the parties. It is agreed and understood that the committee will not discuss grievances. The Committee shall meet on a monthly basis. Minutes will be recorded and copies will be posted in

designated areas within three (3) days following the meeting, for both parties to review.

24:02 The Committee will have as its objective the improvement of productivity and the efficiency of operation and maintenance of the highest quality product.

24:03 It is understood that the Committee will not in any way handle grievances or negotiate with the Company on any matter contrary to this collective agreement.

24:04 Technological Committee:

In keeping with the Company's policy of having employees informed, the Company agrees to communicate and consult with the Union on technological change. The Union shall be advised in writing of the nature of technological change or reorganization, the dates contemplated by the Company to introduce technological change and the effect such change may have on numbers and classifications of employees as a direct result of the technological change or an associated reorganization or the workforce. The Company will review the number of jobs and job classifications which might be created as a result of a technological change or reorganization. Such reviews will take place within the ambit of the Technological Change Committee,

Article 25 – Guarantee of Work

25:01 Should any equipment be introduced to speed up production, the Company agrees to give no less than forty-five (45) days' notice of the introduction of such machinery. The Company further agrees to discuss with the Union the possible effects of the introduction of new equipment.

Article 26 – Pension Plan

26:01 When a suitable pension plan is worked out, the Company will, subject to negotiations, contribute to the plan on behalf of its employees.

Article 27 – Duration of Agreement

27:01 This agreement shall come into effect as of January 1, 2021 and will remain in full force and effect until December 31,

2023 and from year to year thereafter unless notice is given by either party to the other within two (2) months next preceding any anniversary date thereof for the purpose of renewing, amending or otherwise changing the agreement.

27:02

Notwithstanding the giving of notice to commence collective bargaining as implied in the above paragraph, it is understood and agreed that the conditions established by this agreement shall remain in full force and effect during the negotiations for a new agreement.

IN WITNESS WHEREOF the parties hereto have executed this agreement this _____ day of _____, 2021.

SIGNED on behalf of BEOTHIC FISH PROCESSORS LIMITED, by its proper Officers in the presence of the witness hereto subscribing:

Witness

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

_____	_____
_____	_____
_____	_____

Witness

Appendix 1 - Tradesmen "B" Training Program

1. The Company will recognize the following trades for the Tradesmen "B" Training Program: Electrician, Welders, Carpenters, Millwrights and Baader Mechanics.
2. The following: "Definitions of Classifications" will apply to Tradesmen "B" and to Tradesmen "B" Trainees:

Grade "B" Tradesmen:

- (i) Completion of four (4) seasons approved training in tradesmen trainee program commencing with one (1) season as helper.

2nd and 3rd year Trainee Tradesmen:

- (i) Satisfactory completion of one (1) season work in lower wage category.

1st year Trainee Tradesman:

- (i) One (1) season as maintenance helper.

3. Wages paid to Tradesmen "B" Trainee shall be based on the following schedule:

Maintenance Helper as per Schedule "A"

First year Tradesman "B" Trainee – 83 percent of Tradesman "B" rate.

Second year Tradesman "B" Trainee – 87 percent of Tradesman "B" rate.

Third year Tradesman "B" Trainee – 93 percent of Tradesman "B" rate.

4. When existing personnel are involved, they would be classified at least as certified Tradesman "B" and henceforth all workers would be governed by the proposed format.
5. Upon completion of five (5) seasons as certified Tradesman "B", the employee will then qualify for the Journeyman "A" rate. Employees will qualify for the Journeyman "AA" rate after working five (5)

seasons at Journeyman "A", notwithstanding clause 7, below.

6. Definition of Journeyman "A" classification.
 - (i) Holder of the Provincial Government Journeyman Certificate;
or,
 - (ii) Five (5) seasons experience with the company as a certified Tradesman "B".

7. Definition of Journeyman "AA" classification.
 - (i) Holder of the Provincial Government Journeyman Certificate plus two (2)
 - (ii) additional seasons of experience as a certified Journeyman "A".

Definitions:

The Company confirms that the use of casual or temporary employees shall not reduce or displace the number of classified employees required by the Company to carry out its normal operation.

Temporary Workers are defined as individuals employed by the Company for jobs of limited duration, to fill short-term vacancies, or provide additional manpower, on a hourly or daily basis.

Workers coded as Temporary on the seniority list shall exercise seniority as per the relative articles of the Collective Agreement.

Casual Workers are defined as individuals employed by the Company as required, to work without any notice, to fill short-term vacancies, or provide additional manpower, on an hourly or daily basis.

When employed by the Company, casuals have no right to attain or accrue seniority, and have no other benefits related to their employment except as stated in this Article.

Appendix 2 - Job Classification and Wage Schedule

Classification	Jan 1, 2021	Jan 1, 2022	Jan 1, 2023
Job Grade 1:			
Forklift Operator	\$17.39	\$17.79	\$18.19
Dockside Grader Clean Up Cold Storage Workers Cutters, Butchers, Tallyperson, Quality Control, Weighmaster, Brine Freezing & Stowing, Warehouse Person Classified Wharf Workers			
Job Grade 2:			
Saw Operator, Cold Storage Assistant Trimmer	\$17.33	\$17.73	\$18.13
Job Grade 3:			
Skinning Machine Operator Wharf Worker, Weigher, Panwash, Meat Preparation, Knife Sharpener, Feeder, Butcher Line Attendant, Laundry Person, Packing Line Attendant Janitor, Freezing & Stowing, General Labourer, Packers, Trayperson, Sorter, Checker	\$17.21	\$17.61	\$18.01
Unclassified due to Illness	\$17.21	\$17.61	\$18.01
Job Grade 4:			
Temporary Worker	\$15.85	\$16.25	\$16.65
<i>Temporary workers in the same job classification for a full week will get the wage for that classification.</i>			
Job Grade 5:			
Casual Worker	As per labour legislation		

Appendix 2 - Job Classification and Wage Schedule

	<u>Jan 1, 2021</u>	<u>Jan 1, 2022</u>	<u>Jan 1, 2023</u>
<u>Job Grade 6:</u>			
Maintenance Helper	\$17.78	\$18.18	\$19.58
<u>Job Grade 7:</u>			
Maintenance, Tradesman "B"	\$23.64	\$24.19	\$24.72
<u>Job Grade 8:</u>			
Journeyman, "AA", Engineers, Electrician	\$25.21	\$25.79	\$26.36
<u>Job Grade 9:</u>			
Journeyman "A"	\$24.85	\$25.42	\$25.98

Memorandum of Understanding - Planning Committee

The Company agrees to form a strategic planning committee consisting of members of the Union and Company. The purpose of the committee will be to explore and review business opportunities for new species and initiatives focused on research and development. The committee will explore the utilization of programs that may be available to assist in research and development initiatives.

The Company will endeavour to procure supplies of other species such as mackerel, herring, squid etc. In addition, it will seek opportunities that benefit employment at its operations and the overall business of the Company.

The Company will also endeavour to schedule its raw material supplies of all species in a way consistent with its overall business philosophy and will provide regular communication to the Union and the planning committee on its overall position in regard to each species.

Memorandum of Understanding - Training

This Letter of Understanding reflects our recognition that it is beneficial to the plant if senior employees obtain the necessary skills, ability and qualifications to exercise seniority against more junior employees.

To achieve this, a committee will be established consisting of equal representation from Union and Management. The function of the Committee will be to identify and review positions where training is required.

Positions identified for training will be posted and the most senior applicant will be given a reasonable period to obtain the skills necessary to reach a level of proficiency required to fill positions on a short term basis.

The senior employee who accepts training will be required to take instruction on work requirements and duties. He/she will be considered trained, when he/she successfully completes the training and reaches a level of proficiency required to staff the position.

Training will take place at regular rate of pay. The Company agrees to train up to twenty (20) individuals per season, with one trainee in a classification at any given time.

Memorandum of Understanding – Seniority

The Company and Union agree that in the event of a significant decline in raw material due to serious quota cuts, jobs will be phased out in the affected department permitting senior employees to choose a position in another department.

Memorandum of Understanding – Domestic Violence Leave

The Company and the Union recognize that workers sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. For that reason, the Company and the Union agree, when there is adequate verification from a recognized professional (i.e. doctor, lawyer, registered counsellor), a worker who is in an abusive or violent situation will not be subjected to discipline if work performance or absence can be linked to the abusive or violent situation. Absences which are not covered by sick leave or disability insurance will be granted as absent with permission with pay to a maximum of one day.