

COLLECTIVE AGREEMENT

between

FOGO ISLAND CO-OPERATIVE SOCIETY LIMITED

and

FISH, FOOD & ALLIED WORKERS (FFAW-Unifor)

EFFECTIVE

January 1, 2022 to December 31, 2024

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Article 1- Recognition

1:01 The Co-operative recognizes the Union as the sole and exclusive bargaining agent for a unit of Co-operative Society employee members and non-members of the Fogo Island Co-operative Society, comprising of all employees save and except Plant Managers, Production Managers, Office Staff, Supervisors, and all those above the rank of Supervisor employed by the Co-operative at the following sites:

Joe Batt's Arm Processing plant Fogo Processing plant Seldom Processing plant

Wharf, welding & maintenance shop

- Persons not in the bargaining unit will not perform work done by bargaining unit employees except to:
 - (a) Demonstrate or instruct;
 - (b) Job of short duration for which no member of the bargaining unit is readily available;
 - (c) In case of emergency.A guide to be used is a maximum of ½ hr per shift.
- The terms and conditions of this Agreement shall be binding upon the Co-operative, its officers and employees, upon the Union, its officers and members, but shall not include work performed by subcontractors who provide services or labour under contract with the Co-operative. However, the Co-operative 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, meet reasonable, mutually agreed deadlines and complete the work at an overall cost equal to outside sources.
- 1:04 The Co-operative will not make any individual agreements with any member of the bargaining unit directly or indirectly in conflict with provisions of this Agreement.
- 1:05 The Parties hereby recognize that the Fogo Island Co-operative is a Co-operative in accordance within the meaning of the Provincial Co-op Act and as such all Co-op members are obliged to conduct

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themselves in all respects in the best interests of the Society as determined by its Constitution.

The Society is an economic development agency for all its members.

The Parties recognize that conflict of interest situations may arise from time to time arising from Co-op membership versus Union membership.

Article 2 - Union Security

- The Co-operative will give preference of employment to Union members except those who have quit or have been dismissed and employ only union members when such are available and are capable in the opinion of the plant manager of doing efficiently the work for which they are to be hired.
- 2:02 It is to be a condition of employment that all prospective employees, not already a Union member, sign application forms to join the Union prior to commencement of work with the Cooperative and that the Co-operative, upon hiring, shall deduct from the wages of such employees the initiation fees, union dues, on a bi-weekly basis, and any other general assessment. An initiation fee will be deducted once the employee has served his/her probationary period and is placed on the Union seniority list. The Secretary-Treasurer of the Fish, Food and Allied Workers will advise the Co-operative 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 no later than the 15th of each month. Probationary employees will become union members upon successful completion of the probationary period. employees will pay union dues but are not required to join the Union.
- 2:03 The Co-operative shall make it a condition of employment that every employee who is now a member or thereafter becomes a member of the Union shall maintain his membership therein.
- New employees will be regarded as probationary for the first sixty (60) working days in a season. The Probationary Period will be 60 days but shall be extended over two (2) uninterrupted seasons.



Time worked in one (1) season can be carried forward into another season in order to complete the probationary period, provided the employee returns to work when called in the following season.

Date of hire will mean the date and time as recorded on the hiring form. All new employees must report to the main office of the plant concerned to complete the hiring form. During the probationary period, dismissal for lack of suitability shall not be the subject of grievance, however, all other terms of the Agreement shall apply.

- The Co-operative agrees that the Union may conduct the following activities on Co-operative time:
 - (a) When grievance committee officers or stewards are called upon by the management of the Co-operative 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 and production will not be interrupted at any time. Such permission shall not be unreasonably withheld.
- The Co-operative will recognize a plant grievance committee consisting of three (3) members of the bargaining unit, and in addition one (1) shop steward from the plant site on which the grievance originated.
- 2:07 The Co-operative agrees to pay a one-time payment of \$900.00 to the education fund for the life of this agreement.

Article 3 - Management Rights

All functions, rights, power and authority which the employer has not specifically abridged, delegated or modified by this agreement are recognized by the Union as being retained by the employer. The Employer agrees to exercise its management rights in a fair, equitable and reasonable manner.

Article 4 - Employee Rights

4:01 Any disciplinary action taken by the employer with respect to an

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employee maybe the subject of a grievance under the grievance procedure set out in Article 19 of this Agreement.

- 4:02 No discrimination will be exercised in the employment, retention or conditions of employment of an employee because of membership in the Union or for accepting positions, serving on committees or representing employees covered by this Agreement. The Society shall not refuse to employ or continue to employ or otherwise discriminate against any person in regard to employment on the grounds or race, sex, age, color, religious or political affiliation, marital status or any other reason deemed discriminatory.
- 4:03 The Co-operative 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 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 Co-operative as part of a disciplinary procedure, 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 bargaining unit employee's personal file will be made available to the employee, subject to reasonable advance notice, if pertinent to an impending arbitration hearing.
- 4:05 All new employees shall be introduced to the plant/shop steward.

Article 5 - Strikes and Lockouts

- 5:01 The Union agrees that during the life of this Agreement, there shall be no strikes, sit-downs, suspension or slowdown of work, picketing or any other interference with the Co-operative members' 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, no slowdown by or lockout of employees during the course of initial negotiations for a

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contract, or for a renewal or extension of this Agreement until an attempt has been made in good faith to settle any differences.

- 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 Co-operative seven (7) days' notice of its intention to strike. The Co-operative agrees to give the Union seven (7) days' notice of its intention of any lockout action.
- 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 Co-operative attempts to bring in other workers in an effort to defeat the strike or stoppage of work. Non-members of this bargaining unit who are members of the Co-operative will be permitted access to all premises of the Co-operative at all times, provided they will not perform any work done by bargaining unit employees.
- 5:05 In the event of any emergency in the case of maintenance, the Union agrees to supply the employees required to do the job when so requested by the Co-operative.

Article 6 - Union Access

6:01 The business agent 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, provided reasonable prior notice is given to senior management at Seldom office. They shall not disrupt normal Co-operative operations.

Article 7 - Union Officers

7:01 The Union will keep the Co-operative advised in writing 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.

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- 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 Co-operative 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 in order to deal with Union business provided they first obtain permission of their immediate supervisor. Such permission shall not be unreasonably withheld. Plant stewards shall not leave their plant to deal with Union business in another plant.
- 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 Co-operative shall recognize and meet with such officers and stewards who are employees of the Co-operative as are necessary to administer adequately this collective agreement.
- 7:07 One (1) member of the local Union executive shall be granted one (1) hour off with pay prior to each scheduled meeting for the purpose of preparing an agenda for the Labour/Management Committee meeting.

Article 8 - Working Conditions

- 8:01 The Co-operative agrees to provide and maintain the following:
 - (a) Adequate and suitable modern toilet facilities for both male and female employees;

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- (b) Adequate and clean, cool drinking water;
- (c) All workers in production shall receive a one (1) free apron per year, and disposable aprons for high-risk area only.

All workers required to work in the production area will be supplied with hair bonnets and surgical gloves where warranted, as determined by the company.

All workers shall be provided with beard hair nets as required.

All workers will receive one (1) pair of gloves at start of season;

(d) Crab Butchers will receive one (1) suit of rubber clothing per working season;

Temporary butchers and clean-up employees will be given an allowance of \$0.10 per hour to be added to Schedule "A".

Shrimp Receiving area employees, bag cutter, brine mixer, hopper feeder, cooker cleaner operator, excluding forklift operators to receive one (1) pair of rubber pants per working season; forklift operators who are required to work outside will receive one (1) suit of rubber clothing per season that will remain on Company site for the life of the agreement and will be replaced as needed due to normal wear and tear.

Shrimp Cooker Operators will receive one (1) suit of rubber clothing per season that will remain on Company site for the life of the agreement and will be replaced as needed due to normal wear and tear.

Clean-up crew will receive one (1) extra pair of rubber clothes per year above the current policy, if warranted. It will only be replaced if worn out items are returned. Clean-up crew will receive one (1) extra pair of rubber clothes per year above the current policy if warranted. It will only be replaced if worn out item is returned;

Fogo Clean-up employees shall have a separate heated dry space to keep their rubber clothes while not actively at work.



- (e) Forklift drivers The Cooperative will provide all Forklift drivers with one (1) suit of rubber clothes that will remain on the Company site for the life of the agreement and will be replaced as needed due to normal wear and tear;
- (f) Ear muffs will be provided to those workers choosing to use on a cost shared basis of 50/50. One pair for life of this agreement;
- (g) Cutters and Trimmers to receive one (1) knife per working season and will be identified by employee name and returned at the end of the season;
- (h) Packers will receive one (1) china marker per week and while doing turbot only, will receive six (6) pairs of surgical gloves per week or the equivalent thereof;
- (i) Cold storage workers The Cooperative will provide all Cold Storage Workers with one (1) snow suit that will remain on Company site for the life of the agreement and will be replaced as needed due to normal wear and tear.
- (j) All employees will receive uniforms to be cleaned and kept on Company property at all times.
- (k) Offal workers will receive one (1) suit of rubber clothing every two (2) years that will remain on Company site for the life of the agreement and will be replaced as needed due to normal wear and tear.
- (I) Maintenance working less than 26 weeks annually will receive one (1) pair of coveralls every year, and one (1) pair safety boots per two (2) years, as required, to a maximum of \$150.00 for boots.
 - Plant Maintenance working more than 26 weeks annually will receive two (2) pairs of coveralls per year, and one (1) pair of safety boots per year, as required to a maximum of \$150.00 for boots.
- (m) Engineers working less than 26 weeks annually will receive one (1) pair of coveralls every year, and one (1) pair safety boots per two (2) years, as required, to a maximum of \$150.00 for boots.



Engineers working more than 26 weeks annually will receive one (1) pair of coveralls per year and one (1) pair of safety boots per year, as required, to a maximum of \$150.00 for boots.

- (n) Maintenance Mechanic will receive one (1) pair of coveralls and one (1) pair of safety boots per year.
- (o) Truck Drivers will receive one (1) pair of coveralls and one (1) pair of safety boots every two years, to a maximum of \$150.00 for boots.
- (p) Shrimp Cooker Operator to receive two (2) pair of boots per working season.
- (q) Sea Cucumber workers get one (1) pair of gloves per week to be replaced at discretion of the Supervisor.
- (r) Butchers get two (2) pairs of gloves per week to be replaced the discretion of the Supervisor.
- (s) All Employees who are required to work in areas where toxic fumes may be inhaled will receive one (1) certified mask every (2) years.
- 8:02 The Co-operative agrees to provide suitable lunchroom facilities for all employees, including suitable and accessible lunchroom and bathroom facilities in Joe Batt's Arm.
- All free issues of clothing and equipment will be marked and remain the property of the Co-Op and will be replaced only if the worn out item is returned and inspected by department Supervisor or Plant Manager.

Article 9 - Wages

9:01 Every second Friday shall be the payday for the previous two weeks, and pay cheques shall be available to all workers not later than noon on that day.

- 9:02 Pay envelopes and cheques shall be accompanied by a statement showing the period covered, the number of hours worked, as well as any deductions.
- 9:03 The rates of wages of all employees covered by this Agreement shall be set forth in Schedule "A" of this Agreement. Non-Members of the Fogo Island Co-operative Society Limited will receive 5% less than the rates stated in Schedule "A". These rates shall not be altered except by mutual consent of parties hereto.
- 9:04 Members of the Fogo Island Co-operative will receive the negotiated wage rate for each job classification.
- 9:05 Probationary employees will receive 10% less than the negotiated wage rate for each job classification.
- 9:06 A graduate student will be paid as a casual after completion of the high school year. Anyone returning to high school to complete a couple of courses will not be considered a student, but a casual.

Article 10 - Preservation of Rates

- 10:01 Should an employee be temporarily (one shift) 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.
- 10:02 Should an employee be temporarily transferred (one shift) to a position carrying a lower rate of pay, he shall retain his regular rate of pay except in cases of seasonal layoff where his regular classification has been phased out for the season. The employee then must accept the applicable rate for whichever classification his seniority entitles him.
- 10:03 Temporary workers shall be entitled to the rate of pay for the classification being worked in.

Article 11 - Hours of Work

The regular work day shall be ten (10) hours per day, and the regular work week shall be sixty (60) hours. For both day and night shift this will be Sunday through Saturday inclusive. The day the shift normally commences on, not when it ends will be the shift date

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with the exception of cleanup workers who will get paid according to the date of the shift they cleanup from. The Co-operative agrees that working overtime shall be voluntary. If any employee does not wish to work beyond the end of his/her shift, he/she shall inform the supervisor before the midpoint of shift. A list will be posted in the cafeteria for anyone willing to work beyond their regular shift to be signed by mid shift.

The Sea Cucumber shift will remain at 9 hours per day.

- Shift Engineers shall be on a four (4) day on/two (2) day off shift basis to an average of fifty-six (56) hours per week. The shift will consist of twelve (12) hours per day. Engineers will be paid salary, plus straight time on Sunday, notwithstanding Article 12. When a statutory holiday named in this agreement occurs on a regular scheduled work day for engineers, they will be paid for eight (8) hours holiday pay and four (4) hours at the regular rate of pay. Company agrees to continue the current practice of employing engineers.
- The starting time of each working day or shift will be set by the Cooperative, having due regard to the requirements of the plant and the interests of the employees. The Co-operative shall, where possible, give all employees required at least four (4) hours notice to a regular shift, except in situations when conditions and/or supply of raw materials dictate a change in shift requirements.

Shrimp Plant - At the discretion of the Company, as raw material availability dictates, a three (3) shift system will be implemented as per Schedule "B"

* All shrimp plant employees shall be allowed, without loss of pay, the following rest periods per nine (9) hour shift. All employees outside of production will have same rest period as crab plant.

Shrimp Plant - Shift commencing at 7:00 am and ending at 4:00 pm.

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10 minutes	8:00 - 8:10 am	10 minutes	1:00 - 1:10 pm
	8:10 - 8:20 am		1:10 - 1:20 pm
	8:20 - 8:30 am		1:20 - 1:30 pm
	8:30 - 8:40 am		1:30 - 1:40 pm
	8:40 - 8:50 am		1:40 - 1:50 pm
	8:50 - 9:00 am		1:50 - 2:00 pm
	9:00 - 9:10 am		
10 minutes	10:00 - 10:10 am	10 minutes	2:00 - 2:10 pm
	10:10 - 10:20 am		2:10 - 2:20 pm
	10:20 - 10:30 am		2:20 - 2:30 pm
	10:30 - 10:40 am		2:30 - 2:40 pm
	10:40 - 10:50 am		2:40 - 2:50 pm
	10:50 - 11:00 am		2:50 - 3:00 pm
20 Minutes	11:00 - 11:20 am		
	11:20 - 11:40 am		
	11:40 - 12:00 noon		
	12:00 noon - 12:20 pm		
	12:20 pm - 12:40 pm		
	12:40 - 1:00 pm		

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

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- 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. It is expressly understood and agreed that all employees make all necessary use of tollet facilities in order that absence from duty during actual working periods shall occur only in cases of absolute necessity. It is further agreed that all employees be at their post and in readiness for work at the expiration of the rest period, and that they do not leave their work station before the beginning of the rest period. A signal will be sounded two (2) minutes before the end of each rest period to give employees notice to begin returning to their work area.
- 11:07 Employees called for their regular shift shall be paid a minimum of three (3) hours 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 not on scheduled overtime and called back to work after going home for the day or called in to work on a regularly scheduled day off shall be paid a minimum of three (3) hours at the prevailing rate.
- 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.
- All employees shall be granted five (5) minutes wash up time at the end of each work day. This time is to be used according to the rules of the Labour/Management Committee.
- 11:11 All employees are entitled to a rest period of eight (8) hours.
- (a) When there is a shortage of regular hours of work or in the event of overtime, classified and temporary workers from either respective plant will be permitted to replace casual workers.
 - (b) Temporary workers will not be permitted to use their ability to bump classified workers. The only exception to this rule will be

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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 Co-operative 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. This will apply to a split shift available to be worked. 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 Co-operative. Furthermore, it is agreed than employee must have a five (5) hour rest period between shifts.
- (d) Classified workers that are filling vacancles or replacing casuals or temporaries in either department shall be permitted to complete their day's work, provided the vacancy is a classified position.

Within classifications, however, less senior employees will be allowed to complete their day's work and will be replaced on succeeding days.

Article 12 - Overtime

All hours worked on Sunday shall be paid at one and one half the regular rate (1½). For purposes of this clause, Sunday is defined as the twenty-four (24) hour period starting at 12:00 midnight Saturday night to 12:00 midnight on Sunday night for all employees except for Shrimp Plant employees for whom it is the 24 hour period

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starting at 8:00am.

12:02 Overtime is after 40 hours per week. The rate will increase should minimum wage increase.

No OT uplift for Casual and Student labour rates.

Minimum wage x 1.5 plus \$1.00, plus wage classification differential (set at \$0.25 for General Labour), attached table is for reference

Min Wage	O/T Rate	Total	Uplift	Wage diff	Total O/T
\$13.20	1.5	\$19.80	\$1.00	\$0.25	\$21.05
\$13.20	1.5	\$19.80	\$1.00	\$0.50	\$21.30
\$13.20	1.5	\$19.80	\$1.00	\$0.55	\$21.35
\$13.20	1.5	\$19.80	\$1.00	\$0.30	\$21.10
\$13.20	1.5	\$19.80	\$1.00	\$3.45	\$24.25
\$13.20	1.5	\$19.80	\$1.00	\$2.45	\$23.25
\$13.20	1.5	\$19.80	\$1.00	\$3.45	\$24.25
\$13.20	1.5	\$19.80	\$1.00	\$0.55	\$21.35
\$13.20	1.5	\$19.80	\$1.00	\$2.00	\$22.80
\$13.20	1.5	\$19.80	\$1.00	\$1.03	\$21.83
\$13.20	1.5	\$19.80	\$1.00	\$0.75	\$21.55
\$13.20	1.5	\$19.80	\$1.00	\$1.25	\$22.05
\$13.20	1.5	\$19.80	\$1.00	\$0.50	\$21.30
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Article 13 - Distribution of Work

- 13:01 The Co-operative is in the process of developing a performance measuring system. The Co-operative agrees to meet with the Union to discuss and mutually agree on that system prior to its Implementation.
- 13:02 Company agrees to post any Lead Hand Positions.

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Article 14 - Vacation

- 14:01 All employees shall receive vacation pay at four percent (4%) of gross earnings.
- 14:02 All employees who have attained 11,000 on the seniority list shall receive vacation pay at the rate of five percent (5%) of gross earnings.
- 14:03 Vacation pay to be paid weekly or as per individual who may work year round.
- 14:04 Notwithstanding the provisions of 14:02, nothing in this 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 are in good standing on the seniority list and have worked all scheduled shifts in the week the holiday falls, unless absent due to sickness, accident, bereavement or other just cause permitted by the Co-operative, 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) with respect to Public Holidays shall be paid according to Labour Standards Act.
- 15:02 The following shall be observed as paid Statutory Holidays:

New Year's Day St. George's Day Empire Day (Victoria Day) Labour Day Christmas Day

St. Patrick's Day Good Friday Canada Day Armistice Day National Day for Truth & Reconciliation (Sept 30) 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.

Article 16 - Safety

16:01 Employees will be required to familiarize themselves with the potential hazards associated with their duties.

> The Employer will ensure employees are familiarized with the potential hazards associated with their duties when hired. Employees will follow safety guidelines throughout employment. Employees will not be expected to perform dangerous work and if ordered to do so may refuse because of the danger involved. subject to the provisions of the Occupational Health and Safety Act.

- 16:02 It is agreed that as soon as possible after the signing of this agreement, an Occupational Health and Safety committee be established comprising of at least two (2) plant employees nominated by the Union and two (2) representatives of the employer.
- 16:03 The Occupational Health and Safety Committee established under Clause 15:02 will consider any unsafe working conditions not specifically covered by this agreement and make recommendations concerning the elimination of hazards and the prevention of accidents in and around the plant.
- 16:04 Both parties agree to make every effort to comply with the recommendations of the Occupational Health and Safety Committee.
- 16:05 The Occupational Health and Safety Committee shall meet at least once every month and make a report in writing. A copy of the Committee's report shall be sent to the Safety Branch of Workplace Health, Safety and Compensation Commission as well as to the Union and to the Occupational Health and Safety Division, Department of Labour.
- 16:06 The Occupational Health and Safety committee shall meet during working hours without loss of pay for committee members.

- 16:07 All plants will be provided with a properly equipped first aid kit and first aid room and stretcher.
- The Occupational Health and Safety Committee will make tours of the entire plant once a month, checking for unsafe conditions, practices or machinery and make a report in writing. During this tour an inspection of the first aid kit will be made to ensure the proper materials are provided.
- 16:09 The Occupational Health and Safety Committee shall accompany the Government Safety Inspector when he makes his annual inspection.
- 16:10 (a) 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 Co-operative or until released. Work shall resume as required by the Co-operative when conditions are acceptable. The conditions will be monitored by an air sampler
 - (b) Air in air tanks (Survive Air) shall be changed every three (3) months. A suitable gas mask will be located in the vicinity of the main valve for fresh water.
- An employee sent to hospital or clinic will be paid for time missing from that shift to a maximum of ten (10) hours. When discharged and declared fit for work, the employee must return to work.
- There shall be at least two evacuation drills held per season, one in July and one during the peak of the season on each shift (night & day) of the Co-operative per year.
- 16:13 The Co-operative agrees to supply the following safety items during the term of the collective agreement:
 - (i) Two (2) welding jackets
 - (ii) Welding gloves for each designated welder as needed
 - (iii) Smoke extractors
 - (iv) Ear protection
 - (v) Safety gloves
 - (vi) Acid coveralls
 - (vii) Cutting goggles

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- (viii) Safety harness
- (ix) One pair of steel nose boots for life of agreement for 2 welders at Seldom welding shop.
- 16:14 No unauthorized person will be allowed in the maintenance shop.

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 yearly 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 Cooperative shall provide the Union with all necessary information relation to the following matters for employees within the bargaining unit. It is understood that the seniority rights of employees can exercise their seniority Co-operative-wide at all three plants at Fogo, Joe Batt's Arm and Seldom.
 - (a) A list of employees including their 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 a probationary for the first sixty (60) working days, but upon the successful completion of a probationary period, the employee's seniority shall be dated as of the most recent date of hire. During the probationary period, dismissal for lack of aptitude shall not be subject of grievance; however, all other terms of the agreement shall apply. Seniority will be calculated on hours worked until April 1, 2001 and from April 1, 2001 forward, seniority will be based on years of service.

Notwithstanding other provisions of this Collective Agreement, as of April 1, 2022 probationary employees shall have their seniority date set at the day they complete 60 working days.

- (b) Employees upon being hired shall sign on giving time, day, month and year.
- 17:03 (a) In matters concerning layoff, recall, promotion, filling vacancies and permanent transfers of employees within their respective plants, the Co-operative will select individuals on ability and seniority within their departments. Where ability is sufficient to perform the required duties, seniority shall govern.
 - (b) There shall be two (2) shifts of employees when required, namely day shift and night shift, and when there is a two (2) shift system in place the shifts will operate on a rotating basis.
 - (c) When an employee transfers to a new classification, that employee will carry his/her seniority to the new classification.
- 17:04 Seniority shall be recorded on a plant-wide and classification basis.
- 17:05 Whenever the Co-operative finds it necessary to make a selection for any of the above matters on any basis other than seniority, the Co-operative 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. For this purpose, wharf receiving staff will be considered a separate classification.
 - (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 two (2) working days shall be at the discretion of the Co-operative, provided all senior employees with the ability to perform the required duties are already scheduled to work. Any overtime obtained during these days 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

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12:00 noon 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, the 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. More than one transfer through a job posting may be permitted if transferring to a higher paying position.
- (d) An eight (8) hour training period shall be provided for employees transferring from one classification to another.
- 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) during leave of absence;

- (d) if promoted outside the bargaining unit for a period of up to one (1) year;
- (e) for purpose 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 clause.
- 17:11 An employee who is unable through injury, illness or advancing years to perform his/her normal duties shall be provided with suitable alternative employment where such exists. Any individual who is diagnosed as having a long term injury shall be entitled to a new job without a posting provided they have the ability to do the work.
- 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 one year of being officially notified of a job phase out.
- 17:13 Employees in good standing on the seniority list of the Fogo Island Co-operative will get first priority for work at the shrimp plant, Employees in good standing on the seniority list of the shrimp plant will get first priority for work at the Fogo Island Cooperative other facilities, once that bargaining unit's seniority list has been exhausted. This employment will be based on seniority & ability as determined by the management of these facilities. An employee who accepts a full time position at the Shrimp Plant will be permitted to keep their seniority in this local until the end of the season or completion of probationary period at the shrimp plant. This will be reviewed prior to the start of next production season. Refer to Schedule B.

- 17:14 A Co-op General seniority list will be established at the beginning of the January 1, 2016 collective agreement. All new employees that accumulate the probationary period of first sixty (60) working days at any of Co-op plants, will go on this 3rd List. For the purpose of this contract the Co-op's General List will get called or recalled after the Co-op first and Shrimp second (or Shrimp first and Co-op second) are exhausted. Refer to Schedule B.
- 17:15 Sea Cucumber workers who worked on sea cucumbers for the past three (3) years will receive Super Seniority. This would be on a year by year basis (workers would have to indicate at the beginning of the season if they are willing to work at sea cucumbers).
- 17:16 The Co-op will provide a list of key employees to the local union executives that they want protected from bumping. The FFAW-Unifor Representative will review and agree or reject.

Article 18 - Leave of Absence

- The Co-operative may grant leave of absence without pay to an employee up to a period of one year for reasons of legitimate union or personal business, with the approval of the General Manger. A request for leave shall be made and replied to in writing and shall become a part of that employee's personal file.
- When a member of the bargaining unit has been elected to the local town council in communities where the Co-operative has processing facilities he/she shall be granted time off without pay to attend regularly scheduled council meetings, provided there is work at the plant at this time.
- The Co-operative shall grant employees leave of absence for reasons of maternity, parental and adoption leave. Any leave under this section shall be in accordance with the provisions of the Employment Insurance regulations and the Labour Standards Act.

The Co-operative shall reinstate the employee at such future date following termination of the leave, however an employee's Maternity leave shall not exceed eighteen (18) months unless supported by a medical certificate.

- 18:04 For reasons of serious industrial accident or disease, or legitimate lengthy illness, an employee shall be granted a leave of absence of up to a maximum of two (2) years. Such a leave may be extended by mutual consent of the Co-operative and the employee, providing a medical certificate from a physician would verify his/her possible fitness to return after expiration of the extended leave.
- 18:05 When an employee requests a leave of absence for bereavement, he /she shall be granted such leave in accordance with the following:
 - (i) In the event of a death in an employee's immediate family, including parents, spouse, son, daughter, he/she shall receive five (5) days leave with pay (forty (40) hours at his/her regular rate), provided there is work for that individual at the plant at that time and that he/she notifies the supervisor of his/her absence.
 - (ii) In the event of a death of the employee's sister, brother, legal guardian, he/she shall receive three (3) days' leave with pay (twenty-four (24) hours at his/her regular rate), provided there is work for that individual at the plant and that he/she 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, grandchildren, brother-in-law, sister-in-law, grandparents, aunt and uncle an employee shall receive two (2) days' leave with pay (sixteen (16) hours at his/her regular rate) provided that there is work at the plant at that time and that he/she notifies the foreman or management of his/her absence. In the case of off Fogo Island travel requirements, an employee shall receive three (3) days' leave with pay, subject to conditions as previously stated.
 - (iv) Notwithstanding the date of death, an employee is entitled to be be be a tended to be eave under this article where a funeral service or other ceremony has been delayed due for public health, location of death, or other just reason.

18:06 Any leave of absence shall be put in writing with one copy going to

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the local executive, one copy to the employee and one copy to the Co-operative.

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

All other employees shall receive (1) one eight-hour sick day for every 1,000 hours worked per calendar year. Sick days cannot be carried into the following year.

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 there on within three (3) days.
 - Step 2: If the grievance is not resolved by the foreman, the shop steward, the chief steward, or his designated alternate then 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 and the grievor of the decision within three (3) days.
 - 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 party 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 Co-operative shall be submitted at Step 3.

Article 20 - Arbitration

- Any matter in dispute between the Co-operative 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.
- 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.
- Within five (5) days after the delivery of the foregoing notice, both parties shall meet to agree on the selection of the arbitrator.
- 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 of the Province of Newfoundland and Labrador to appoint an arbitrator.
- 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.

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- Whenever the incident causing the grievance includes a loss in earnings or a loss in benefits, the arbitrator may order such loss to be reimbursed or restored to the employee. In a disciplinary case, the arbitrator is empowered to order a reduced penalty.
- 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 rights to raise preliminary objections to an arbitration proceeding unless it files with the other party written reasons for such preliminary objection immediately following receipt of the notice in 20:02.
- 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 costs 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

- It is understood and agreed that if any circumstance arises 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 Co-operative 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 - Discipline

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- When an employee is dismissed or otherwise disciplined for any reasons, the Co-operative shall forthwith notify the Union.
- When an employee is dismissed for just cause, Co-operative agrees to make his pay available within seven days.
- 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.
- The record of an employee shall be open to inspection by the employee at all times, provided reasonable notice is given 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.
- 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.
- No action shall be taken by the Co-operative 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 and the direction of its supervisors. Both parties agree that the Co-operative 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 23 - Labour/Management Committee

- The Co-operative 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 an as-need basis. Minutes will be recorded and copies will be posted in designated areas for both parties to review.
- The Committee will have as its objective the improvement of productivity and the efficiency of operation and maintenance of the

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highest quality product.

23:03 It is understood that the Committee will not in any way handle grievances or negotiate with the Co-operative on any matter contrary to this collective agreement.

Article 24 - New Technology

24:01 Should any equipment be introduced to speed up production, the Co-operative agrees to give no less than forty-five (45) days' notice of the introduction of such machinery. The Co-operative further agrees to discuss with the Union the possible effects of the introduction of new equipment.

Article 25 – Workplace Training

Both Co-op and FFAW-Unifor recognizes the need for workshops on Mental Health, Respectful Workplace and First Aid.

Article 26 - Women's Advocacy

The Co-operative agrees to pay a one-time payment of \$1,000 to the Women's Advocacy Program for the life of this agreement.

Women's Advocate Language

The parties recognize that female employees may sometimes need to discuss with another woman matters such as violence or abuse at home or workplace harassment. They may also need to find out about specialized resources in the community such as counsellors or women's shelters to assist them in dealing with these and other issues.

For this reason, the Company agrees to participate in the Women's Advocacy Fund. The Union has trained Women's Advocates that a female bargaining unit member can access, should the need arise. The Advocate could be available to the bargaining unit member in person or by phone to discuss problems with them and refer them to the appropriate agency when necessary.

The Company and the Union will develop appropriate communications to inform female employees about the advocacy role of the Women's Advocate and provide Women's Advocate contact information.

Women's Advocates participate in an initial 40-hour training program and in an annual update training program delivered by the Unifor National Women's Department.

The participation by the Company in the Women's Advocate fund assists in covering the cost for initial and annual training of the Women's Advocate, including their lost time, registration costs, lodging, transportation, meals and other reasonable expenses where necessary. It also assists in covering costs that may be incurred by the Women's Advocate in the operation of her role.

Violence Against Women Language

The parties recognize that women sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The parties agree that when there is adequate verification from a recognized professional (i.e., doctor, lawyer, professional counselor, intake worker from a women's shelter), a woman who is in an abusive or violent personal situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline.

This statement of intent is subject to a standard of good faith on the part of the Company, the Union and affected employees, and will not be utilized by the Union or employees to subvert the application of otherwise appropriate disciplinary measures.

Temporary Foreign Workers

The Union agrees to provide a letter to the Employer at its request to support the hiring of temporary foreign workers to alleviate staff shortages.

Article 27 - Travel Policy

Travel will only be paid to employees who are asked by their supervisor to go to another location to work while there is still work available to that employee where they are currently working. All travel must be approved by the supervisor before the employee leaves their current work location.

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Article 28 - Duration of Agreement

- This agreement shall come into effect as of January 1, 2022 and will remain in full force and effect until December 31, 2024 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.
- 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.

Schedule 'A' – Wages (Hourly Paid Plant Employees)

Jan 1/ 22	Jan 1/23	Jan 1/24
\$17.85	\$18.25	\$18.65
\$16.70	\$17.10	\$17.50
Minimum Wage	Minimum Wage	Minimum Wage
\$18.35	\$18.75	\$19.15
\$18.40	\$18.80	\$19.20
\$18.15	\$18.55	\$18.95
\$21.30	\$21.70	\$22.10
\$20.80	\$21.20	\$21.60
\$19.85	\$20.25	\$20.65
\$18.85	\$19.25	\$19.65
\$18.60	\$19.00	\$19.40
\$18.88	\$19.28	\$19.86
\$24.30 \$21.85	\$24.70 \$22.25	\$25.10 \$22.65
	\$17.85 \$16.70 Minimum Wage \$18.35 \$18.40 \$18.15 \$21.30 \$20.80 \$19.85 \$18.85 \$18.85 \$18.60	\$17.85 \$18.25 \$16.70 \$17.10 Minimum Minimum Wage \$18.35 \$18.75 \$18.40 \$18.80 \$18.15 \$18.55 \$21.30 \$21.70 \$20.80 \$21.20 \$19.85 \$20.25 \$18.85 \$19.25 \$18.85 \$19.25 \$18.88 \$19.28

Schedule 'A' – Wages (Salaried Employees)

Classification	Jan 1/22	Jan 1/23	Jan 1/24
Truck Drivers Classification 1 Classification 2	\$1228.80	\$1248.00	\$1267.20
	\$1095.80	\$1115.00	\$1134.20
Quality Control (Lab)	\$947.80	\$967.00	\$986.20
Shift Engineers	\$1154.00	\$1173.20	\$1192.40
Chief Engineer (1 Plant)	\$1238.00	\$1257.20	\$1276.40
Chief Engineer (2 Plants)	\$1338.00	\$1357.20	\$1376.40

- Included in the above rates is 15 cents per hour for all employees except crab butchers whom will receive 20 cents to replace annual clothing allowance of \$50.00 and free issue gloves.
- Quality Assurance- Junior classification performance will be reviewed (if requested by the employee) by a committee of Management and Union reps on an annual basis. This review will be done prior to the season (except year 1 of this agreement, in this case upon signing of the agreement) to determine whether they are to receive the senior pay rate.
- Lead Hand roles as required by Management, all Lead Hands to be paid an additional \$0.75 per hour.
- Butcher/Sawer Feeders that have >2 years service (performing the Manual Butcher/Manual Sawer duties) will be grandfathered in to the manual rates. All feeders maybe required (at times) to work on the Manual Butcher/Sawer lines. Co-op will provide list of said employees.
- Regarding Salaried Employees, the Co-op shall pay a shift differential of \$4.00/hr for Sundays; this would include Engineers, Truck Drivers, and Lab Technicians.



Schedule "B" - Work Flow chart/call in Procedure

In March of each year a letter would be sent out to all employees on the Coop and Shrimp seniority list asking them to volunteer to work at the opposite local. The letter that will be sent will ask each bargaining unit member whether they will volunteer to work at a plant "outside their local" or whether their preference is not to work outside their local. The options posed shall be as follows:

To Members of the Fogo/JBA Seniority List Option

- --- I volunteer to work at Seldom processing.
- --- I do not wish to work at Seldom Processing

To Members of the Shrimp Seniority List Option

- --- I volunteer to work at Fogo Processing
- --- I volunteer to work at Sea Cucumber processing
- ---I volunteer to work at Joe Batt's Arm Processing
- --- I do not wish to work at other locations

Prior to opening of the Groundfish season a notice will be placed in Lunch room of all Plants asking for Volunteers from the Shrimp List to work at the Ground fish. All members on that List must be aware of this notice and that this notice will be closed two days prior to the Opening of the Groundfish season.

Call in Procedure

- 1) Fogo/JBA Seniority List or Shrimp Seniority List
- 2) Volunteers from opposite list
- 3) 3rd List (General Co-op)
- 4) Non volunteers from opposite list

All members will be made aware that there is no option to refuse work should there be insufficient number of workers be available to process the catch.

IN WITNESS WHEREOF the parties hereto have executed this agreement this
27 day of October, 2022
SIGNED on behalf of Fogo Island Co-operative Society, by its proper officers
in the presence of the witness hereto subscribing:
Qe
Jan Duh
NEGOTIATED on behalf of the FISH, FOOD & ALLIED WORKERS (FFAW-
Unifor) by:
Distany Morgan
Melisa Tonanell
Bett. Brett

Letter of Understanding

The Parties hereby recognize that the Fogo Island Co-operative is a Co-operative in accordance within the meaning of the Provincial Co-op Act and as such all Co-op members are obliged to conduct themselves in all respects in the best interests of the Society as determined by its constitution.

The Society is an economic development agency for all its members.

The Parties recognize that conflict of interest situations may arise from time to time arising from Co-op membership versus Union membership.

For the Co-operative

For the FFAW-Unifor

A 86-