



**FFAW | UNIFOR**  
Fish, Food & Allied Workers

**COLLECTIVE AGREEMENT**

Between

**Fish, Food and Allied Workers  
(FFAW/Unifor)**

And

**MOWI Canada East-Bays East Region**

Effective

January 1, 2023

to

December 31, 2023

## Contents

Article 1 - Recognition.....	2
Article 2 - Union Security.....	2
Article 3 - Management Rights.....	4
Article 4 - Employee Rights.....	4
Article 5 - Strikes and Lockouts.....	5
Article 6 - Union Access.....	6
Article 7 - Union Officers.....	6
Article 8 - Working Conditions.....	7
Article 9 - Classifications and Wages.....	9
Article 10 - Preservation of Rates.....	9
Article 11 - Hours of Work.....	10
Article 12 - Overtime.....	11
Article 13 - Vacation.....	12
Article 14 - Statutory Holidays.....	13
Article 15 - Safety.....	14
Article 16 - Seniority.....	16
Article 17 - Leave of Absence.....	18
Article 18 - Grievance Procedure.....	20
Article 19 - Arbitration.....	21
Article 20 - General.....	23
Article 21 - Group Insurance.....	23
Article 22 - Labour/Management Committee.....	23
Article 23 - Pension Plan.....	24
Article 24 - Retirement.....	24
Article 25 - Training/Technological Change.....	24
Article 26 - Duration of Agreement.....	25
Schedule "A".....	26
Signing Page.....	27
Letter of Understanding:.....	28

## **Article 1 - Recognition**

- 1:01 The Company recognizes the Union as the sole and exclusive bargaining agent for a unit of employees of MOWI Canada East - Bays East Region, comprising all employees save and except President, Managing Director, Production Manager, Office Manager, Quality Assurance Manager, Growout Supervisor, Confidential Secretary, Sales and Costing Clerk, Non-working Foreman and those at the rank of working Foreman.
- 1:02 Persons not in the bargaining unit will not perform work done by bargaining unit employees except:
- (a) to demonstrate or instruct;
  - (b) for a job of short duration for which no member of the bargaining unit is readily available;
  - (c) or in case of emergency;
  - (d) or for those who are classed as working foremen.
- 1:03 The Company agrees not to subcontract out work normally done by the employees within the bargaining unit provided the employer has the necessary equipment and there are employees within the bargaining unit, including those who may be laid off, with the necessary skills and ability who are available to perform the 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 It is to be a condition of employment that all prospective employees, not already a Union member, sign application forms to join the Union prior to commencement of work with the Company and that the Company, upon hiring, shall deduct from the wages of such employees the union dues, and any other

 KW

general assessment on a pay period. Initiation fees to be deducted at the end of the probationary period.

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 to be forwarded to the Provincial office of the Fish, Food and Allied Workers no later than the 20th of each month.

- 2:02 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 membership by the deduction of union dues and assessments as directed by the Secretary/Treasurer of the FFAW/Unifor.
- 2:03 The Company reserves the right to remove any new employee from their classification during the probationary period as per Article 16:02(a).
- 2:04 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 premises, provided that prior permission from the immediate supervisor is secured. Such permission shall not be unreasonably withheld.
- 2:05 The Company will recognize a bargaining unit grievance committee consisting of three (3) members of the bargaining unit and in addition one (1) shop steward in the department where the grievance arises.

 KW

### **Article 3 - Management Rights**

- 3:01 All functions, rights, powers 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.

### **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 18 of the 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.
- 4:03 The Company agrees that when an employee is called in on a disciplinary matter pertaining to work performance that will form part of their record, the employee will be accompanied by the steward although they may request the steward to leave the meeting. If the employee is to be questioned by the Company as part of a disciplinary procedure, the Company will notify the Union prior to this questioning taking place and 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 they so desire.
- 4:04 Copies of documents held in the bargaining unit employee's personal file will be made available to the employee including when pertinent to an impending arbitration hearing.
- 4:05 All new employees shall be introduced to their department steward.
- 4:06 Employee members on the ESRTW Committee shall be chosen by the Union and appointed by the Company.
- 4:07 The Company will discuss with the Union prior to the



implementation of MOWI Canada East – Bays East Region workplace programs and Code of Conduct which includes Return to Work, Occupational Health and Safety, Respectful Workplace and Anti-Harassment policies.

4:08 Verbal warnings will be removed from an employee's record after twelve (12) months.

## **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 reasonable affirmative action to prevent any employee covered by this agreement from going on strike or suspending or slowing down their 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) days' notice of its intention to strike. The Company agrees to give the Union seven (7) days' 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 necessary personnel from performing their work in connection with the maintenance of Company premises and 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.

 KW

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 their agent or forwarder and any outside Union performing work similar to that being performed by the members of the Union which is party to this agreement. If a contract is let before a strike, that contract should be allowed to continue.

5:06 In the event of any emergency, the Union agrees to supply the employees required to do the job when so requested by the Company.

## **Article 6 - Union Access**

6:01 The staff representative or other official representative employed full or part-time by the Union will be allowed access to the company premises during working hours to conduct necessary Union business. The Union official shall first notify the senior management of their presence and indicate the nature of the business. The representative 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 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.

7:03 Union officers will be permitted to leave their regular duties on site 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.



- 7:04 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.
- 7:05 The Union shall appoint or elect, and the Company shall recognize and meet with, such officers and stewards who are employees of the Company as are necessary to administer adequately this collective agreement.
- 7:06 Three (3) members of the local Union executive committee shall be granted two (2) hours off with pay during the last week of each month for the purpose of preparing for the Labour/Management Committee meeting if required.

## **Article 8 - Working Conditions**

- 8:01 The Company agrees to provide and maintain the following working conditions:
- (a) Adequate, suitable, toilet facilities
  - (b) Adequate clean drinking water, new containers to be provided
  - (c) Adequate ventilation in all places
  - (d) Suitable heat for lunchrooms and working areas
  - (e) Lunch rooms, with tables and seating accommodations, adequate in size for the number of employees involved
  - (f) Lockers for work clothes of employees where suitable space is available
- 8:02 The Company will provide quality clothing but not necessarily Helly Hansen, depending on availability. The Company agrees to supply all necessary high-quality work clothing including mandatory PPE. Such clothing and PPE shall include (in accordance with Company policy) but is not limited to the

 KW



following items:

PPE/Clothing Package:

- Safety boots,
- Gloves,
- Polarized glasses,
- Hardhat,
- PFD Workwear,
- Rain Gear,
- Winter Gear

- 8:03:01 On returning to work from an absence due to illness or accident, employees will be required to provide a doctor's note when absent for more than seven (7) consecutive days.
- 8:03:02 Where an employee has an excessive number of unexcused absences as defined by the Company Attendance Policy, the Company, on notice to the employee and the Local Union of the record, may require a doctor's note for any further absences arising from illness.
- 8:03:03 In the case of a serious accident or accidents, resulting in extended loss time, or as a result of any requirement of the Workers' Compensation Commission, an employee may be required to provide a doctor's certificate to certify that the employee is medically fit to resume duties.
- 8:04 Travel to work and from home will not be reimbursed or provided. In the event an employee is sent to another location during working hours, the Company agrees to provide transportation or reimbursed mileage. The travel rate is 0.54 cents per kilometre.
- 8:05 Employees who are working at a quarantined farm will suffer no loss of pay for up to forty-eight (48) hours.
- 8:06 The Company will make all reasonable efforts to provide transportation for an employee in the event there is a serious personal emergency during work hours.
- 8:07 The Remote Living Allowance in Schedule A shall be paid to an employee when they reside away from their usual residence at the Company's request.



## **Article 9 - Classifications and Wages**

9:01 Job classifications and wage rates shall be as shown in Schedule "A" attached to and forming part of this Agreement.

9:02 When a new classification is established, or there is a substantial change in the duties of an existing job during the term of this Agreement, the rates of pay or such new classification or new job shall be agreed to by the parties and thereafter become part of Schedule "A" of this Agreement.

Should the parties be unable to agree on the rate, the Company shall implement the new rate with the Union having the right to refer the matter to arbitration for final settlement.

9:03 The Company agrees to inform the Local Union Executive of any new methods of operation, systems or equipment related to new product production. The Company will also inform the Local Union Executive of plans related to major capital expenditures and construction related to plants and operations. Any conditions or systems arising during the life of this Agreement which create new classifications or significantly alter job content, within existing classifications will, before being implemented, be discussed between the Company and the Union.

9:04 The pay period shall commence at 0000 hours on Sunday and finish at 2400 hours on the following Saturday. Thursday of each pay period shall be pay day for the previous pay period and will be by automatic bank deposit. The Company agrees to facilitate the prompt receiving of a statement showing the period covered, the number of hours worked, regular and overtime, as well as any deductions.

## **Article 10 - Preservation of Rates**

10:01 Should an employee be temporarily transferred for more than one daily shift to a position carrying a higher rate of pay than their regular job, the employee shall be paid the rate for the higher paid job.



- 10:02      Should an employee be temporarily transferred for more than one daily shift to a position carrying a lower rate of pay, the employee shall retain their regular rate of pay except in cases of seasonal layoff where their regular classification has been phased out for the season. The employee then must accept the applicable rate for whichever classification their seniority entitles them

## **Article 11 - Hours of Work**

- 11:01      (a)    The regular schedule for all shift workers shall be on a shift basis, Sunday to Saturday.
- (b)    All other work shall be a minimum of forty-eight (48) hours a week, Sunday to Saturday.
- (c)    All employees may work on their day off on a voluntary basis.
- (d)    The regular schedule for **all workers** shall be on a shift basis.
- (e)    Seven (7) days on and seven (7) days on call. Hours worked will depend on season and availability of daylight hours and Company requirements.
- (f)    Maintenance staff will receive no less than forty-eight (48) hours per week. However, if hours are less than fifty-four (54) the Company will consult with the Union.
- (g)    Hours of work available each week will depend on the availability of raw material, market prices and weather.
- 11:02      The Company agrees to pay lunch breaks. Meal periods shall not be less than one half (1/2) hour. No employee shall be required to work longer than five (5) hours without a meal period except as hereinafter provided.
- 11:03      Regular work shall not be suspended in order to equalize, absorb, or avoid overtime.
- 11:04      Employees shall be entitled to a rest period of fifteen (15) minutes

 KW

during each half shift. An additional fifteen (15) minutes rest period will be granted after eight (8) hours worked for each additional two (2) hours worked.

All employees are to be at their posts in readiness for immediate commencement of work.

- 11:05 Employees reporting for their regular shift shall be paid a minimum of four (4) hours pay at the appropriate rate, or for the number of hours the Company requires them to stand by, whichever is greater.
- 11:06 Employees called back to work outside their regular hours shall be paid a minimum of three (3) hours at the appropriate rate. This clause is not to apply to overtime scheduled in advance or during the regular hours of work.
- 11:07 The Company will pay for "weather days" based on hours worked during that time of year. If an employee chooses to not accept an alternate workday, he / she will not be paid where alternate work is provided. If the Company has no alternate work, the employee will be paid for a normal shift.
- 11:08 During the life of this Collective Agreement, the parties agree to enter negotiations for a change to a fourteen (14) day on, fourteen (14) day on call shift schedule, if the Company or Union so request. Agreement on such matters shall not be unreasonably denied.

## **Article 12 - Overtime**


- 12:01 All overtime will be paid at the minimum labour standards rate for hours over forty (40) in a work week, except all hours after 84 hours in a work week shall be paid at time and one-half the normal wage rate.
- 12:02 All hours worked on scheduled day off will be paid at time and one-half (1 ½) the regular rate except for 11:01 (b). The Company will call employees from the volunteer list based on seniority.
- 12:03 There shall be no pyramiding of overtime or other premium pay.

 KW

- 12:04 For all hours worked after forty (40) per week premiums to be paid above minimum standards.
- 12:05 In the case of any worker who is required to work a 5/2 or 4/4 work schedule, overtime shall be paid at labour standard rate for hours between forty (40) and forty-eight (48) and at time and one half the regular rate for all hours after forty-eight (48).
- 12:06 Overtime shall be voluntary, except it may be required in rare cases of emergency where there is risk of imminent loss of equipment or property/livestock. In such cases, an employee may be required to stay at work for a short duration until such an emergency has been dealt with.

### **Article 13 - Vacation**

- 13:01 All employees with up 1-5 years of service will receive four percent (4%) vacation pay, or two (2) weeks' paid vacation.
- 13:02 All employees who have more than five (5) years of service, but less than ten (10) years of service will receive six percent (6%) vacation pay, or three (3) weeks' paid vacation.
- 13:03 All employees who have greater than ten (10) years and less than fifteen (15) years will receive eight percent (8%), or four (4) weeks' paid vacation.
- 13:04 All employees who have greater than fifteen years (15) years and less than twenty (20) years will receive ten percent (10%), or five (5) weeks' paid vacation.
- Employees with twenty (20) years plus will receive twelve percent (12%), or six (6) weeks' paid vacation.
- 13:04 The vacation year will be the calendar year. Employees who wish to have their vacation pay held until they take vacation may do so on a voluntary basis by contacting the Company.
- 13:05 Unused vacation may be carried over in accordance to Employment Standards.



KW

## **Article 14 - Statutory Holidays**

14:01 All employees who:

1. Have worked their scheduled working day immediately preceding the holiday unless absent due to sickness, accident, bereavement, or other just cause permitted by the Company, and
2. Are in good standing on the seniority list; shall be entitled to straight time pay for their normal shift length in effect during the holiday, in addition to any pay received for hours worked on a paid holiday.

14:02 The following days shall be observed as paid Statutory Holidays:

1. New Year's Day
2. Good Friday
3. Commonwealth Day
4. Canada Day
5. Labour Day
6. Indigenous Day (September 30)
7. Thanksgiving Day
8. Remembrance Day
9. Christmas Day
10. Boxing Day

All hours worked on New Year's Day, Good Friday, Canada Day, Labour Day, Remembrance Day and Christmas day shall be paid at time and one-half the employee's regular rate of pay. This list shall be increased in the event the Provincial Government declares any additional paid holidays.

14:02:01 One (1) floater upon commencement of work in a year

14:02:02 One (1) additional floater after working six hundred (600) hours in a calendar year. Employee to be paid regular hours worked when holiday is taken.

 KW

- 14:03 The day proclaimed for each of the foregoing holidays shall be the day observed unless the parties can agree upon an alternate day mutually acceptable to both of them.
- 14:04 Employees on a shift basis shall be automatically compensated for holidays which are observed during their regular working days and may be granted equivalent time off without pay on a day within two (2) weeks next after the day upon which the holiday is worked. Two (2) weeks may be extended with mutual consent.
- 14:05 Employees shall not be entitled to holiday pay when on extended layoff in excess of thirty (30) working days with the exception that sunward employees who are laid off in a reduction of workforce during the week prior to or during the week in which the holiday falls shall receive pay for that holiday. No statutory holiday pay for layoffs during the week prior to the statutory holiday.
- 14:06 Any requested days off including holiday and vacation will be granted based on Company requirements with the most senior employees getting first choice.

## **Article 15 - Safety**

- 15:01 Employees will be required to familiarize themselves with the potential hazards associated with their duties; however, they will not be expected to perform dangerous work, and if ordered to do so may refuse because of the danger involved.
- (a) Employees must follow their Right to Refuse Policy as defined by WorkplaceNL.
- (b) The Occupational Health and Safety Committee and the Local Union Committee will be notified of all work refusals.
- 15:02 It is agreed that soon after the signing of this agreement, an Occupational Health and Safety Committee be established comprising of equal representation of employees nominated by the Union and management. All classifications will be represented on the Occupational Health and Safety Committee.

 *KW*



- 15:03 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 company premises.
- 15:04 Both parties agree to make every effort to comply with the recommendations of the Occupational Health and Safety Committee.
- 15:05 The Occupational Health and Safety Committee shall meet at minimum every three (3) months and make a report in writing to WorkplaceNL and the Union.
- 15:06 The Occupational Health and Safety Committee shall meet during working hours without loss of pay for committee members. The Employer agrees to provide committee training at no loss of pay for all committee members.
- 15:07 The Occupational Health and Safety Committee (at least fifty percent (50%) of the committee must be present) will complete tours on a scheduled basis ensuring each site/location is inspected once per year, 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.
- 15:08 One member from the Union and one member from the Company's health & safety committee shall accompany the Government Safety Inspector upon the annual inspection.
- 15:09 An employee sent to hospital or clinic with a work-related injury will be paid for time missing from that shift to a maximum of the entire shift including overtime. When discharged and declared fit for work, the employee must return to work.
- 15:10 All employees shall receive Company safety training at no loss of pay for the employees.



KW



## Article 16 - Seniority

16:01 Seniority shall mean accumulated service from August 7, 1989, however employees who worked with previous owners will be deemed most senior. Seniority lists showing for each employee listed thereon, (a) name, (b) classification and (c) employment seniority date, shall be posted every six (6) months. Employees shall have thirty (30) days after (or their return to work after layoff, sick leave, leave of absence or vacation) to advise 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 on company premises. The company shall provide the Union with all necessary information relating to the following matters for employees within the bargaining unit.

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

16:02 (a) New employees will be regarded as probationary for the first sixty (60) working days for work on live fish and ninety (90) for dead fish but upon the successful completion of a period the employee's seniority shall be dated as of the most recent date of hire. During the probationary period, dismissal for lack of shall not be subject of grievance; however, all other terms of the agreement shall apply.

- (b) Employees upon being hired shall sign on giving time, exact day, month and year.

16:03 In matters concerning layoff, recall, promotion, filling vacancies and permanent transfers of employees within their departments the company will select individuals on ability and seniority within their departments. Where ability is equal to perform the required duties, seniority shall govern.

4 KW


- 16:04 Seniority shall be recorded on a company-wide and classification basis.
- 16:05 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.
- 16:06 (a) When overtime is worked it shall be distributed equally among employees in the classification and division worked.
- (b) For the purpose of (a) above, overtime accepted or rejected shall be recorded as time worked.
- 16:07 Transfers will be based on seniority, with the more senior employee having the right to decline such a transfer except in case of 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 three (3) working days 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.
- 16:08 Vacancies and new positions of a permanent nature within the bargaining unit shall be posted on the company bulletin board for seven (7) working days with all members of the bargaining unit having the right to apply.
- 16:09 Employees shall retain and accumulate seniority:
- (a) while on layoff up to eighteen (18) months;
- (b) while on sick leave, Workers' Compensation, Maternity and Parental Leave for up to twenty-four (24) months.
- (c) during leave of absence;
- (d) if promoted outside the bargaining unit for a period of up to six (6) months;

 KW


- 16:10 Employees shall lose all seniority if:
- (e) discharged for just cause;
  - (f) quit;
  - (c) fail to return to work without just cause following layoff and after being notified of availability of work. Union executive is to be notified prior to dismissal under this clause.
- 16:11 An employee who is unable through injury, illness or advancing years to perform their 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.
- 16:12 An employee whose job becomes redundant either directly or indirectly because of a job phase out will be allowed to return to their former position if it becomes available within one (1) year of being officially notified of a job phase out.
- 16:13 Employees shall not be prejudiced with respect to seniority for failing to accept a position outside their community of residence where it is greater than an eighty (80) km trip by road, or it would otherwise be reasonably impractical for that worker to commute to such a work location as determined by the Company on a case by case basis.

## **Article 17 - Leave of Absence**

- 17:01 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.
- 17:02 When a member of the bargaining unit has been elected to the local Town Council, he/she shall be granted leave of absence from time to time to attend legitimate Council business, providing such leave can be arranged so as not to interfere with regular operations.

 KW

- 17:03 The Company shall grant employees leave of absence without pay for maternity and parental leave. A pregnant employee shall commence their leave at such time prior to the anticipated date of delivery as is recommended by the physician. The Company shall reinstate the employee at such future date following termination of pregnancy as is recommended by the physician; however, maternity and parental leave is to be paid in accordance with employment standards.
- 17:04 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 their physician.
- 17:05 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 a death in the employee's immediate family, spouse, common-law spouse, including same sex partner, child, parents, brother, sister, legal guardian, the employee shall receive three (3) days leave with pay (based on actual hours lost at the regular rate), provided that there is work available at that time and the employee notifies the foreman or management of their absence. In the event an employee has to attend a funeral of immediate family outside the province, an employee shall receive a maximum of four (4) days' leave with pay.
  - (ii) 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, in-law grandparents, an employee shall receive three (3) days' leave with pay (based on actual hours lost at the regular rate) provided that there is work available at that time and the employee notifies the foreman or management of their absence. Must be three (3) consecutive days from date of death with one (1) day being for funeral or memorial service, and if the service is held for a later date, employees can hold one of the paid

 KW

days until the date of service.

- 17:06 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.
- 17:07 The Company may grant an unpaid leave of absence up to two (2) years for education and training provided the training is in line with company requirements.
- 17:08 The Company agrees to recognize that employees 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, an employee who is in an abusive or violent situation will not be subjected to discipline if work performance or absences can be linked to the abusive or violent situation. Absences which are not covered by sick leave or disability insurance will be granted an absence with permission up to five (5) days' pay.

## **Article 18 - Grievance Procedure**

- 18:01 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 one (1) day of becoming aware of the incident giving rise to the grievance, with the area/operations manager who shall give a decision there on within forty-eight (48) hours.

**Step 2** - If the grievance is not resolved by the area/operations manager, the department steward, the chief steward or designated alternate and the grievor shall meet with the foreman and the appropriate supervisor in an effort to resolve the matter. Such a meeting will be held within three (3) working days of the conclusion of Step 1 and the management representative will notify the chief steward, department steward and the grievor of the decision within twenty-four (24) hours.

 KW

**Step 3** - If the response is not acceptable, then the detailed grievance shall be put in writing and submitted to the HR manager or their designated representative who shall call a meeting within five (5) 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 five (5) 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.

- 18:02 The Union has the right to grieve on behalf of an employee or employees, including the right to claim wages and benefits on behalf of the employee.
- 18:03 Grievances arising directly between the Union and the Company shall be submitted at Step 3.

## **Article 19 - Arbitration**

- 19:01 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.
- 19:02 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.
- 19:03 Within five (5) days after the delivery of the foregoing notice, both parties shall meet to agree on the selection of the arbitrator.
- 19:04 If the parties cannot reach an agreement on the selection of an arbitrator within five (5) days, then either party may request the

 KW

Minister of Labour and Environment of the Province of Newfoundland and Labrador to appoint an arbitrator.

- 19:05 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.
- 19:06 Whenever the incident causing the grievance includes a loss in earnings or a loss in benefits, such loss 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.
- 19:07 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.
- 19:08 Either party shall be considered to have waived its right to raise preliminary objections to an arbitration proceeding unless it files with the other party written reasons for such preliminary objection at the same time as the reply to Step 3 of the grievance.
- 19:09 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.
- 19:10 No grievance shall be lost through error in form or technical irregularity.
- 19:11 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.

 KW



## **Article 20 - General**

- 20:01 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.
- 20:02 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.
- 20:03 The company agrees to pay the FFAW/Unifor \$1,500.00 per year for the life of this collective agreement to be used for education and other programs primarily for the benefit of employees of the company.
- 20:04 Employees must acknowledge and comply with all company policies including and not limited to Code of Conduct, Safety policies, HR policies, Social Media policies, subject to the Collective Agreement provisions.

## **Article 21 - Group Insurance**

- 21:01 New Mandatory Plan. Single, couple and family plans.
- Company agrees to cost share for three months after layoff, after which employees shall pay one hundred percent (100%) of the premium for up to twelve (12) months layoff. Plan suspended after twelve (12) months.
- 21:02 The Company shall not make any changes to the group insurance plan without prior agreement of the Union.

## **Article 22 - Labour/Management Committee**

- 22:01 The Union and employees will cooperate with the Company in the formation of a Labour/Management Committee. The Committee will meet every six (6) weeks.

 KW



- 22:02 The Committee will have as its objective the improvement of productivity, husbandry, matters of mutual concern, efficiency of operation, and maintenance of the highest quality product.
- 22:03 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.
- 22:04 The Committee will meet at minimum once per quarter.

### **Article 23 - Pension Plan**


- 23:01 A direct Contribution Pension Plan. Voluntary participation. A minimum four percent (4%) employee contribution will be matched by six percent (6%) employer contribution calculated on regular earning excluding overtime. Employees must have two (2) years employment to be eligible.

### **Article 24 - Retirement**

- 24:01 The Company agrees to pay \$2,500.00 for every year worked upon retirement or death. Not to be paid after an absence of more than twelve (12) consecutive layoff months or twenty-four (24) months of sick leave. In the event of a permanent elimination of a position or work site, employees would be eligible for retiring allowance regardless of age. Otherwise, employees become eligible at age sixty (60) or in the case of death, after five (5) years of regular service unless the employee is covered by the Company's Life Insurance Plan.

### **Article 25 – Training/Technological Change**

- 25:01 The Company will provide three (3) months advance notice of intent to introduce technological changes that would result in the discharge or laying off of employees.

 KW

The company will meet within fifteen (15) days of such notification to discuss issues arising from such notification.

- 25:02 Employees will be eligible to take part in the Company's Technical Advancement Program when available.

## **Article 26 – Duration of Agreement**

- 26:01 This agreement shall come into effect as of January 1, 2023 and will remain in full force and effect until December 31<sup>st</sup>, 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.

- 26:02 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.

 KW

## Schedule "A"

<b><u>Classification</u></b>	<b><u>2023</u></b>
Site Workers	\$18.36
Warehouse	\$19.92
Harvesters/Utility	\$18.67
Truck Driver	\$19.04
Maintenance	\$21.83
Feed Barge Operator	\$21.72
Certified Diesel or Industrial Mechanic	\$27.08

Boat Operator	\$1.00 above classified rate.
Boat Operator with FM4 Ticket	\$1.50 above classified rate.
Temporary Feed Mixing:	\$1.50 above site worker rate
<b>Notes:</b>	
Probationary \$1.00 less for each category for 90 days according to the job category.	
Remote Living Allowance: \$30 per day	

 KW

## Signing Page

**IN WITNESS WHEREOF** the parties hereto have executed this agreement this 24th day of May, 2023.

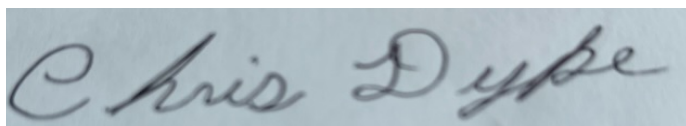
**SIGNED** on behalf of MOWI Canada East – Bays East Region by its proper officers in the presence of the witness hereto subscribing:

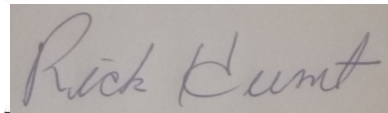


May 24, 2023

 May 24, 2023  
Witness:

**NEGOTIATED** on behalf of the **Fish, Food and Allied Workers (FFAW/Unifor)** by:





 May 23, 2023.

  
Witness

June 24, 2022

## **Letter of Understanding:**

### **Casual and Part-time**

This Article is intended to apply to the use of casual employees and/or the hiring of temporary employees, all as defined herein, during the term of this Collective Agreement. The Company confirms that the use of casuals and temporary employees shall not be used to displace or reduce the number of full-time employees required by the Company to carry out its normal operations.

For the purpose of this Article, and to assist the parties in the administration of the Collective Agreement the following definition shall apply:


1. Casuals:

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

2. Temporary Hires:

Temporary employees are defined as individuals employed by the Company for jobs of limited duration, to fill short-term vacancies or provide additional manpower, on an hourly or daily basis. Temporary employees shall acquire seniority should they complete the requirements of the probationary period as defined in 16:02 (a).

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 provided in this Article. Temporary employees hired under this Collective Agreement have all the rights and benefits of employees who have not acquired seniority under the terms and conditions of the Collective Agreement but do have the right to acquire seniority as defined in Article 16:02 (a).



KW