

COLLECTIVE AGREEMENT

between



FFAW | UNIFOR

Fish, Food & Allied Workers

and



OCEAN CHOICE
INTERNATIONAL

Ocean Choice International
(Bonavista, South Dildo, Port aux Choix,
Triton Plants)

January 1, 2021 – December 31, 2023

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ARTICLE 1 - Recognition

- 1:01 The Company recognizes the Union as the sole and exclusive Bargaining Agent for all employees of Ocean Choice International Plants, located at Bonavista, South Dildo, Port-au-Choix, and Triton, in the Province of Newfoundland and Labrador, save and except Manager, Assistant Manager, Personnel Manager, Office Manager, Assistant Office Manager, Controller, Assistant Controller, Cost Analyst, Personnel - Labour Relations Officer, Trawler Manager, Assistant Trawler Manager, Marine Superintendent, Port Safety Officer, Chief Electrician, Electronic Engineer, Chief Engineer, Maintenance Superintendent, Ship's Husband, Incentive Supervisors, Confidential Secretaries, Nurses, Time and Study Personnel, Quality Control Inspector, Foremen and those above the rank of Foremen, Watchmen at: Bonavista and Dildo, and Office Staff at: Bonavista, Dildo and Triton.
- 1:02 Persons in positions outside the bargaining unit shall not perform work done by classifications for which the working conditions are covered by this Agreement except for the purpose of demonstrating or instruction or in the event of a job no member of the bargaining unit is capable of performing, or in cases of emergency.
- 1:03 The Company shall not make any individual agreement with any member of the bargaining unit directly or indirectly in conflict with the provisions of this Agreement.
- 1:04:01 The terms and conditions of this Agreement shall be binding upon the Company, its officers and employees, upon the Union, its officers and members but shall not include work performed by sub-contractors who provide services of labour under contract with the Company. However, the Company agrees not to sub-contract or contract out work normally done by employees within the bargaining unit provided there are employees within the bargaining unit with the necessary skills and ability who are available to perform the work.

- 1:04:02 When the Company contracts out work to be performed on site at one of its plant operations it will ascertain, from the Contractor, the manpower requirements for the job and the extent to which there will be local hiring. The Company will endeavor to ensure that the Contractor will give preference of employment to Company employees who have the required skills and who are on lay-off at the time the contract work is to be performed. The Company will advise the Local Union of the work to be contracted out and the anticipated manpower requirements of the Contractor.
- 1:05 Throughout this Agreement the masculine shall include the feminine and the singular shall include the plural as the context may require.

ARTICLE 2 - Union Security

- 2:01 The Company will give preference of employment to Union members except those who have quit or have been dismissed and employ only Union members when such are available and are capable, in the opinion of management, of doing efficiently the work for which they are to be hired.
- 2:02:01 It is to be a condition of employment that all prospective employees, not already Union members, sign application forms to join the Union prior to commencement of work with the Company, and that the Company upon hiring, shall deduct from the wages of such employees the initiation fee, the Union dues, on a weekly basis, as advised by the Secretary-Treasurer of the Fish, Food and Allied Workers in accordance with their Constitution.
- 2:02:02 Special assessments will only be implemented following acceptance by the membership, by secret ballot vote, as required by the FFAW Constitution, Article XII, Section 6(iii). Following such vote, the Company will be notified by the Local Executive as to the amount of the deduction.
- 2:02:03 The amount deducted under 2:02:01 and :02 will be forwarded to the Provincial Office of the Fish, Food and Allied Workers no later than the 15th. of each month. The Company will include the amount deducted for Union dues on T-4 slips.

- 2:03:01 The Company shall make it a condition of employment that every member who is now a member or who hereafter becomes a member of the Union shall maintain his membership therein.
- 2:03:02 The Company agrees to deduct from employees who are returning to the bargaining unit as a result of exercising their right under Clause 15:08 (d), the amount of Union dues required to update their membership as advised by the Secretary-Treasurer of the Fish, Food and Allied Workers.
- 2:04 The Company agrees to inform all new employees of the existence of the Union. Upon hiring, each new employee shall be introduced to the appropriate Union Officer and issued a copy of this Agreement. The Company agrees to provide one-half (½) hour each week for the Local Unit President, or his designate, to meet, during that week, with new hires employed by the Company for the first time.

ARTICLE 3 - Management Rights

- 3:01 It is expressly understood and declared that except as modified by the terms of this Agreement, it is the exclusive right of the Company to manage the affairs in which it is engaged and to direct its working forces. Without any limitation of the foregoing such rights include but are not limited to:
1. The introduction of technical improvements, changes in the method of operation, installation of systems which would improve working conditions and provide additional income for the individual worker, and the right to engage, lay-off, promote, transfer, and for just cause reprimand, suspend, or discharge.
 2. The Company retains the sole and exclusive right to specify the work to be performed and services to be rendered by any employee or employees, or class of employees. The Union will not attempt to compel the Company to subdivide the work allocated to such employees in order to create additional classifications when, in the opinion of the Company, such new classifications are unnecessary.

3. Management rights are subject to the provisions of this Agreement and should be exercised in a manner that is fair, reasonable, and consistent with the terms of this Agreement.

ARTICLE 4 - Employee Rights

- 4:01 Any disciplinary action taken by the Employer with respect to an employee may be subject to the grievance procedure set out in this Agreement.
- 4:02 No discrimination will be exercised in the employment, retention, or working conditions of an employee because of membership in the Union or for accepting positions, serving on committees or representing the employees covered by this Agreement, or on grounds of color, sex, age, or religious or political affiliation.
- 4:03 Employees in the bargaining unit, or a Union officer having written permission from an employee, upon signing a request form shall have access to their personnel records no later than the following business day, during office hours and shall, if requested, be provided with copies of material contained in such reports if pertinent to a pending arbitration.
- 4:04 The Company agrees that when an employee is called in on a disciplinary matter that will form part of his record, he/she will be accompanied by the steward although the employee may request the steward to leave the meeting. If the employee is to be interviewed by the Company as part of a disciplinary procedure, the Company will notify the Union of the scheduled interview and the employee may choose whether or not to be accompanied by the steward.
- 4:05 A member of the Local Executive shall receive a copy of any written warning to an employee. The record of any disciplinary action shall not be referred to or used against an employee after a period of nine (9) months worked, during which time no disciplinary action has been taken, and any record of disciplinary action shall be removed from the employee's personnel file.

ARTICLE 5 - No Strike - No Lockout

- 5:01 During the life of this Agreement there shall be no lock-out by the Company or any strike, sitdown, slowdown, stoppage or suspension of work, complete or partial, for any reason by the employees or any of them.
- 5:02 In the event that the procedure for the settlement of contract negotiations has been completed in accordance with The Labour Relations Act, the Union agrees to give the Company seven (7) days' notice of its intention to strike.
- 5:03 In the event of a strike or stoppage of work, the Union agrees to consult with the Company on the requirement for engineers for Boilers and Refrigeration. Employment of engineers will be permitted to ensure compliance with regulations and no loss of product or equipment. The Company will keep its requirements for engineers from the bargaining unit to a minimum. In the event of an emergency, the Union agrees, upon request, to supply the necessary manpower required.
- 5:04 Notwithstanding the above, no employee shall be required to cross a picket line at the premises of any other Employer, or engage in work which involves the processing, handling, or transportation of any goods which have been shipped or diverted from any premises where there is a dispute between a company, shipper or his agent, or forwarder, and any outside Union performing work similar to that being performed by the members of the Union which is a party to this Agreement.
- 5:05 In the event of any dispute occurring between the Union and any other company, firm, or individual, arising out of a breach of any agreement which may be existing between the Union and such other company, firm, or individual or for any other reason, or in the event of dispute between the Company and any other Union, firm, or individual, then in all such cases, there shall be no lockout, stoppage of work, or slowdown of work in relation to the Company's operations and no attempt will be made by the Union or any member thereof to interfere in any way with the operation of the Company because of the dispute.

ARTICLE 6 - Union Officers

- 6:01:01 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.
- 6:01:02 The Company will recognize a Plant Grievance Committee consisting of three members of the bargaining unit in addition to the concerned shop steward in each department. The Union shall keep the Company advised of the names of committee members, shop stewards, and officers of the Union who are involved in the administration of this Agreement.
- 6:02 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. Permission shall not be unreasonably withheld, unless volume and/or quality of fish necessitates same.
- 6:03 Union officers will be permitted to leave their regular duties during working hours, with no loss of pay or benefits, in order to deal with Local Unit administration of the Collective Agreement or investigation of grievances or complaints, provided they first obtain permission of management. Such permission shall not be unreasonably withheld.
- 6:04 Union officers will be granted a leave of absence, without pay, for the purpose of attending Union functions and meeting with management to negotiate renewal of the Collective Agreement. During such absence, vacation and seniority rights shall continue to accumulate.
- 6:05 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. It is understood that any Union Officer or Steward who has been dismissed, and whose dismissal is awaiting resolution under the grievance procedure, will continue to be recognized by the Company until such time as the grievance is resolved.

- 6:06 The Unit Chairperson and Chief Steward shall have available to them six hours of time off with pay, in total, which time may be divided equally between them or equally between them and one other member of the steward body, during the last week of each month, for the purpose of preparing for the Labour Management Committee Meeting.
- 6:07 The Service Representative or other official representative employed full or part time by the Union will be allowed access to the plant during working hours to conduct necessary Union business. The Service Representative or Union Official shall first notify management of his presence and indicate the nature of his business. He shall not disrupt normal Company operations.
- 6:08 The Company will pay for time lost from work and related travel expenses for the Union members of the Corporate Committees, defined in Article 20 and the Corporate Health and Safety Committee.
- 6:09:01 Time-off for hours related to Union business for Unit Chairs or designates shall be calculated at each of the following locations as defined:
- | | |
|------------------------|---------------|
| Bonavista: | 20 hrs. /week |
| Port-au-Choix, Triton: | 10 hrs. /week |
| South Dildo: | 5 hrs. /week |
- 6:09:02 Each Union Steward will have the benefit of three (3) hours per month for Stewards' meetings. The eligible hours under this clause may be banked, at the discretion of the Union, to be utilized for such things as a Stewards' school. In addition, at each plant, up to three (3) women who establish a Women's Committee for the plant, will have the benefit of three (3) hours per month for their meeting.
- 6:09:03 The hours defined in 6:09:01 hereof refer to the Unit Chairperson or his/her designate. The Unit Chairperson will be entitled to carry over into the following year ten (10) times their weekly entitlement.
- 6:09:04 The hours defined in 6:09:01 and 6:09:02 above will only be earned and apply when the plant is in production.

6:10 The Company will contribute to the FFAW-Unifor paid education leave, the sum of \$28,000, on December 1st in each year of this Agreement.

ARTICLE 7 - Working Conditions

7:01 The Company agrees to provide and maintain the following:

1. Adequate, suitable, and modern toilet facilities.
2. Adequate, cool, clean drinking water.
3. Adequate ventilation in all places.
4. Alarm systems in the generating and refrigeration room for use by the operators in case of emergency.
5. Adequate, suitably heated, rest rooms, lunch rooms and working areas.
6. Adequate space for storing work clothes.
7. Rotation, at reasonable intervals, of cold storage workers, in and out of cold storage rooms.
8. Access to a communications device for employees such as plant engineers and watchmen who are required to work alone.

7:02 The Company agrees that maintenance tradesperson and other employees who are required to do maintenance work and use their own tools are entitled to a tool allowance of twenty (20) cents per hour worked. Employees must have the appropriate tools required to do their job.

7:02:01 Care, maintenance, and replacement of tools are the responsibility of the employee.

7:03 Clothing: To ensure that employees have clothing relative to the requirements of their jobs, the Company and the Union Local at each location shall agree on the free issue of clothing articles, and the frequency of additional issues, specified for each classification in their particular operation.

7:04 Upon commencement of employment, each new hire shall receive one (1) free issue of the clothing articles specified for the classification in which the employee has been hired. Thereafter, the employee shall receive additional issues as agreed in 7:03.

7:05 When an employee transfers to another classification on a permanent basis, as a result of a job posting, he/she will carry with them, their elapsed free issue time, but may not be eligible for the free issue specified for that classification immediately.

7:06 Employees will receive a premium of thirty (30) cents per hour under the following circumstances:

- (i) all excessively dirty work, such as cleaning boilers, dirty tanks, etc.; or
- (ii) when working on ladders, floating scaffolding, or scaffolding at heights of twenty (20) feet or more, or above the level of the wheelhouse roof; or
- (iii) when required to work in confined spaces.

When the premium payment comes into effect, it will continue to apply to the end of the employee's shift. The premium payment under this clause shall apply only at any one time for one of the specified reasons. Where applicable, protective clothing for such work will be supplied by the Company.

7:07 On returning to work from an absence due to illness or accident, employees may be required to provide a doctor's certificate when they report to their supervisor.

7:08 Subject to the approval of their supervisors, employees of equal ability may exchange shifts provided there is no additional cost burden on the Company and the employees have the ability to perform the work required.

ARTICLE 8 - Classification and Wages

8:01 Job classifications and wage rates shall be as shown in Schedule "A" attached to and forming part of this Agreement.

8:02 When a new classification is established, or there is a substantial change in the duties of an existing classification during the term of this Agreement, the rates of pay for such new classification

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. For the purpose of this Agreement, classification means job title, e.g., Cutter, Janitor; Job Grade refers to hourly rate for classifications in the same Job Grade.

- 8:03 The Company agrees to discuss with the Local Union Executive new methods of operations, systems, or equipment related to new product production. The Company will also discuss with the Local Union Executive 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.
- 8:04 The pay period shall commence at 0000 hours on Sunday and finish at 2400 hours on the following Saturday. Thursday of each week shall be payday for the previous week.
- 8:05 All pay and disbursements to employees will be in the form of direct deposit. The direct deposit will be made to all employee accounts not later than 11:30 a.m. on Thursday of each week and the Company will promptly provide a statement showing the period covered, the number of hours worked (regular and overtime) and deductions made.

ARTICLE 9 - Temporary Assignments

- 9:01 Employees temporarily assigned to a position carrying a higher rate of pay than their regular classification shall be paid the rate plus benefits for the higher paid classification. If such a temporary assignment last for four (4) hours or more, the higher rate will be paid for all hours of such assignment even if the employee is returned to his/her regular classification before the end of the shift

9:02 Should an employee be temporarily transferred to a position carrying a lower rate of pay, he/she shall retain their regular rate of pay provided there is work available for him/her in their regular classification, 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 10 - Hours of Work

10:01 The regular hours of work for employees shall be as follows:

1. The regular hours of work for plant engineers shall be on a shift basis, through all days of the week, consisting of eight (8) or twelve (12) hours per day and forty-two (42) hours per week averaged over a four (4) week or a twelve (12) week cycle. Any hours in excess of eighty (80) hours per two (2) week period will be paid at the rate of time and one half (1 ½ x) the regular rate.
2. The regular hours of work for production and maintenance employees at Port au Choix, Bonavista and Triton, shall be as set forth in Schedule "C".
3. The regular hours of work for office staff shall be as set forth in Schedule "D".

10:02 In any department or classification where it becomes necessary to work out a long-term or permanent change in the regular daily working schedules different from those outlined in Schedule "C", such change in the schedule must be agreed upon between the Company and the Union and thereafter become part of this Agreement. Should the parties fail to reach an agreement on a schedule, the matter may be referred to arbitration for final settlement. Failing agreement, no change shall be implemented by the Company until the arbitrator has ruled on the issue.

10:03:01 Meal periods shall not be less than one half (1/2) hour and no employee shall be required to work longer than five (5) hours without a meal period except as hereinafter provided.

10:03:02 Employees' lunch periods may be varied from the regular time

by one-half ($\frac{1}{2}$) hour either way. Employees who are required to work during their lunch period and who actually lose time from their defined lunch period shall be paid at the rate of time and one-half ($1 \frac{1}{2} \times$) to the nearest 30 minutes.

- 10:03:03 Employees working on a three shift basis shall eat their lunch near the place of work and shall eat as time and work permit, and in view of these conditions shall not lose time for the meal period.
- 10:04 Employees shall be entitled to a rest period of fifteen (15) minutes during each half shift provided not less than two (2) hours are to be worked. An additional fifteen (15) minutes rest period will be granted after two (2) consecutive hours of overtime. Rest periods and lunch periods will be scheduled to avoid interruptions in production. All employees are to be at their posts in readiness for immediate commencement of work at the expiration of the rest or lunch periods. To facilitate this, the "All back to work signal" will be sounded twelve (12) minutes after the commencement of the break and then at fifteen (15) minutes to denote the re-commencement of work. Rest periods for workers at Port au Choix on 10-hour shifts, are as specified in Schedule "C" herein.
- 10:05 An employee who works in excess of six (6) hours between regular shifts and is actually working beyond eight (8) hours from the end of his last regular shift shall receive ten (10) consecutive hours of rest. The employee will have the option to be compensated at his straight time rate from his regular start time until the expiration of the ten (10) hour rest period, or report to work at his regular start time and be compensated at the rate of double time until the expiration of the ten (10) hour rest period.
- 10:06 All employees shall be granted five (5) minutes wash time without loss of pay at the end of a regular work shift.
- 10:07 Employees, other than Casuals, 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.

- 10:08 Employees called back to work outside their regular hours shall be paid a minimum of four (4) hours at the appropriate rate. Employees called back to work under this Clause shall not be required to work on jobs unrelated to the purpose of the call back. This clause is not to apply to overtime scheduled in advance or during the regular hours of work.
- 10:09 When a statutory holiday named in this Collective Agreement occurs on a regularly scheduled work day, the regular weekly hours shall be reduced accordingly.
- 10:10 Regular work shall not be suspended in order to equalize, absorb, or avoid overtime.
- 10:11 Employees in Triton will be paid straight time for all hours worked on pelagics, up to a maximum of forty (40) regular hours per week including regular hours worked on other species from Sunday to Saturday inclusive. Employees will be paid time-and-one-half for hours worked on pelagics in excess of 40 hours per week.

ARTICLE 11 - Overtime

- 11:01 All hours worked in excess of eight (8) hours in any day or 10 hours in a day in Shrimp operations, or forty (40) hours in any week shall be paid at a minimum of time and one-half. A regular work day, for the purpose of this Article, is defined as eight (8) hours, or 10 hours, from the commencement of work. For the purposes of this Article, a 24 hour period commences from the start of an employee's regular shift in a calendar day.
- 11:02:01 All hours worked before or after the regular daily hours of work shall be paid at a minimum of time and one-half. This clause applies to Port au Choix.
- 11:02:02 All hours worked before 7 a.m. and after 6 p.m. or hours after 8 hours worked within the period 7 a.m. to 6 p.m. at the Bonavista plant shall be paid at the rate of time and one-half.
- 11:02:03 In Dildo time and one-half will be paid only for time worked in excess of eight (8) hours per day, forty (40) hours per week.

Work performed on Sunday will be paid at the rate of double time.

- 11:02:04 In Shrimp operations, all work performed on Sunday shall be paid at the rate of time and one-half plus two dollars (\$2.00) per hour.
- 11:03 All overtime work shall be optional and voluntary except:
- (a) It is agreed the ninth hour will be compulsory on the request of the Company;
 - (b) Scheduled overtime or call in to be compulsory in case of necessary plant and trawler maintenance on Saturday. It is understood that overtime on Saturday is compulsory for only fifty percent (50%) of the maintenance men on any given Saturday.
- 11:04:01 The Company agrees to pay overtime after twelve (12) hours for shift engineers. All hours worked on Saturday shall be paid at a minimum of time and one-half, except for shift engineers who shall receive a minimum of time and one-half on their first day of rest, subject to 11:02:02 and 11:02:03 shift extensions.
- 11:05 (a) All hours worked on Sunday shall be paid at a minimum of double time except for shift engineers who shall receive a minimum of double time on their second day of rest.
- (b) All hours worked on Sunday by production workers in Bonavista and Triton in Job Grades I - IV will be paid time and one-half (1 ½) for all hours worked.
- 11:06 All work performed in excess of eleven (11) hours in any twenty-four (24) hours shall be paid at the rate of double time, and after fifteen (15) hours at double time and one-half of the basic rate.
- 11:07 Time and one-half in addition to holiday pay will be paid for all hours worked on paid statutory holidays.
- 11:08 There shall be no pyramiding of overtime or other premium pay.

ARTICLE 12 - Statutory Holidays

12:01 Eligible employees shall receive holiday pay of eight (8) hours at their basic rate for each of the following holidays:

Holiday	Bonavista	PAC	Triton
New Year's Day	X	X	X
St. Patrick's Day		X	X
Good Friday	X	X	X
Victoria Day			X
Canada Day	X		
July 12		X	
Labour Day	X	X	X
Thanksgiving Day	X	X	
Remembrance Day	X	X	X
Christmas Day	X	X	X
Bonavista Day	X		
Triton Day			X

12:02 To be eligible for holiday pay, an employee must be in good standing on the seniority list and have worked within the week in which the holiday falls.

12:03 Only employees who have thirty (30) working days' seniority or more shall be entitled to their regular scheduled hours at straight time rate as a sick day. Such sick day may be taken at a time convenient to the employee, subject to the approval of the Company, which approval shall not be unreasonably withheld. The employee shall have the right to cancel the sick day upon giving the Company reasonable notice. If not taken by December 31st, in any given year, the sick day will be paid for but not carried forward into the following year.

12:04 One (1) additional sick day will be paid to those employees who have worked 850 hours in the calendar year. If not taken by December 31st, the sick day will be paid for but not carried into the following year.

- 12:05 One (1) sick day will be paid to those employees who have worked 1500 hours in the calendar year. If not taken by December 31st, the sick day will be paid for but not carried into the following year.
- 12:06 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.
- 12:07 Employees on a three 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.
- 12:08:01 When the plant at Port au Choix is operating on a 3-shift basis and a statutory holiday occurs only two shifts work on the actual holiday; the other shift is off. If the off shift works on their first scheduled working day following the holiday, they will be paid at the rate of one and one-half times (1 ½ x) their regular rate of pay for that day.
- 12:08:02 If employees qualify for Christmas Day they shall also be granted an additional floating holiday to be taken at a time mutually agreed upon between the employee and the Company. This floater may be carried to the following year. It is understood that this provision applies only if Christmas Day and Boxing Day are observed in the same week or if an individual qualifies for both Christmas Day and New Year's Day.
- 12:09 An employee who has been absent from work as a result of sickness may on his return to work request that a floating holiday, to which he/she is then entitled, be applied to the sick day. This request must be made during the employee's first day of work following the absence due to sickness.

ARTICLE 13 – Vacation

- 13:01 Employees shall earn vacation with pay as follows:
- (a) The vacation year for South Dildo, Triton, and Maintenance personnel at Bonavista shall be January 1 to December 31.

- (b) The vacation year for employees in Port-au-Choix, shall be May 1 to April 30.
- (c) The vacation year for employees in Bonavista shall be April 1 to March 31.

13:02 Employees who are employed on a seasonal basis in plants at Port-au-Choix, Bonavista and Triton shall be compensated on a straight percentage basis and where they have worked more than 10 months during the vacation year shall be entitled to vacation days off on the basis of one day for each month of service during the vacation year. Vacation entitlement based on length of service shall be as follows:

- a) Less than five (5) years of accumulated service – 4%
- b) Five (5) years or more of accumulated service, but less than fourteen (14) years of accumulated service– 6%
- c) Fourteen (14) or more years of accumulated service – 8%

Employees who accumulate a minimum of four hundred and eighty (480) hours in a calendar year will be given credit for six (6) months service i.e. 1040 hours.

ARTICLE 14 – Seniority

14:01:01 Seniority shall mean accumulated service from the most recent date of hire. Seniority lists showing, for each employee listed thereon, (a) name, (b) classification, and (c) employment seniority date, shall be posted every six (6) months in the year-round plants and on the 15th, day of June in the seasonal plants. As soon as they are aware of any errors or omissions, employees shall advise the Company. A copy of each list shall be forwarded to the Provincial Office and the Local Unit at the same time as it is posted in the plant.

14:01:02 The Company shall provide the Provincial Office and the Local Unit 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 (to be shown on a seniority list), and, upon request, a mailing list of all employees;
- (b) job postings;
- (c) discharges, suspensions and written warnings;
- (d) hirings, resignations, promotions, retirements and deaths at least monthly.

14:02 New employees will be regarded as probationary for the first thirty (30) working days, but upon the successful completion of the 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 the subject of grievance, however, all other terms of this Agreement shall apply. An employee's probationary period may be extended beyond thirty (30) working days to a maximum of sixty (60) working days, by mutual agreement between the Company and the Union, to permit an employee (e.g. a cutter) to qualify for the job.

14:03:01 (a) In matters concerning lay-off, recall, the filling of permanent vacancies and permanent transfers of employees, the Company shall select individuals on ability and seniority and, where ability is sufficient to perform the required duties, seniority shall govern. When an employee permanently transfers to a new classification, his/her seniority in that new classification shall be from the initial date of hire, as it was in his former classification.

The Company will provide minimum training to employees who have the required academic skills. The Company will provide training to individuals whose qualifications closely match those of the job competition. For example, a trades person requiring some computer training for an inventory/stockroom position.

14:03:01 (b) "Notwithstanding paragraph (a), when filling permanent vacancies in positions at a particular plant (hereinafter referred to as the "home plant"), the following sequence and process shall apply:

- (1) The vacancy shall first be posted only in the home plant of the vacancy and bargaining unit members in that plant shall have the first opportunity to apply and the successful candidate shall be selected according to the provisions of Clause 15:03:01(a);
- (2) If the vacancy is not filled pursuant to Paragraph (1) above, it shall then be posted on the bulletin boards in all other plants of the Company. Bargaining unit members in those plants shall have the next opportunity to apply and the successful candidate shall be selected according to the provisions of Clause 14:03:01(a), except if there are more than one candidate who has the sufficient ability to perform the required duties of the position, their seniority ranking shall be based upon current dates of hire. The successful candidate shall carry his/her Company service, but not their former plant seniority, to their new plant.
- (3) If the vacancy is not filled pursuant to Paragraphs (1) and (2) above, the casual employees in the home plant of the vacancy shall then have the opportunity to apply and the successful candidate shall be selected based upon sufficient ability to perform the required duties and if more than one such casual has that ability, the candidate with the earliest current date of hire will be selected;
- (4) If the vacancy is not filled pursuant to Paragraphs (1), (2) and (3) above, the Company may fill the vacancy in any manner it may determine.

14:03:02 Vacancies and new positions of a permanent nature within the bargaining unit shall be posted on the plant bulletin board for five (5) working days, with all members of the bargaining unit having the right to apply.

14:03:03 Employees exercising their seniority rights in a permanent lay-off or job redundancy will be granted their preference in another job classification on a permanent move to which their seniority

and ability entitles them. An employee transferred to a new classification as a result of job redundancy whose former job re-opens within one (1) year, will have the right to return to that job without a job posting. If there is more than one employee affected, seniority will govern.

14:03:04 Employees who move into another job classification as a result of a temporary posting or the application of their seniority for more than three (3) days shall have all the rights with respect to the overtime distribution within that job classification as the regular employees within that job classification. Employees working in a job classification for less than three (3) days retain the rights to overtime in their regular job classification but do not acquire any overtime rights in the job classification in which they are temporarily working.

14:03:05 In the event of a reduction of the workforce at the Port-au-Choix plant as a result of lack of work, the Unit President and Union Stewards shall be deemed to have the most seniority within their classification while holding office and shall continue to be deemed to have the most seniority within their classification for purposes of recall while holding office. Where there is more than one (1) employee in a classification to which this clause applies they should be laid-off and recalled in accordance with their actual seniority, as between them. An Executive member will have priority over a steward in his/her classification. Any President or Union Steward may choose to opt out of this provision if they do so in writing, filed with the Company.

In the event of a reduction of the workforce in Bonavista and Triton plants as a result of lack of work, the Unit President shall be deemed to have the most seniority within his/her classification while holding office and shall continue to be deemed to have the most seniority within his/her classification for purposes of recall while holding office.

- 14:04
- (1) Seniority shall be recorded on a plant-wide and classification basis.
 - (2) Seniority shall be applied on the basis of classification for extended lay-off due to the Christmas holidays; for lay-off including interruption in work due to temporary work

shortages lasting up to three (3) working days, for regular work performed by employees who normally perform a specific duty.

- (3) Plant-wide seniority shall apply for all other lay-offs which extend beyond three (3) working days. Employees will be advised of lay-offs of more than thirty (30) days duration in writing.
- (4) During a lay-off as outlined in 15:04 (2) employees with seniority shall not be displaced by employees without seniority.

14:05 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, before the selection is made, with the proper Union Officials or Representative, its reasons therefore.

14:06 When overtime is worked it shall be shared as evenly as possible among employees in the classification worked. Where overtime is to be offered to employees outside the classification to be worked, and, the use of such outside employees is foreseen before the end of the afternoon half shift rest period of a regular shift, then the Company will post a notice to such effect and will choose employees from outside the classification on the basis of seniority and ability of those who have indicated, to the appropriate supervisor, willingness to work.

14:07:01 All temporary transfers of employees for periods of three (3) working days or less shall be at the discretion of the Company.

14:07:02 When the Company decides to fill a temporary vacancy, as defined in clause :03 hereof, of more than three (3) working days by the transfer of other employees, it shall post a notice of its intention. Employees who have indicated that they wish to transfer on a temporary basis will be selected on the basis of seniority, provided they have sufficient ability to perform the work. The successful applicant will be paid at the rate of the posted position. Should no seniority employee express an interest, the Company may temporarily transfer an employee subject to his/her right to decline on the basis of seniority,

provided there is a more junior employee available who possesses sufficient ability to perform the work required.

14:07:03 Temporary vacancies for the purposes of this Clause are defined as vacancies arising from sickness, industrial accident, leave of absence, or vacation. In all other cases vacancies may only be considered temporary for a period not exceeding thirty (30) working days, except where there is mutual agreement between the Company and the Union, to permit a longer period. Temporary transfers of more than three (3) working days are related only to temporary vacancies.

14:07:04 Experience acquired by employees during temporary assignments or temporary transfers, or by casuals, shall not be used against regular employees, who have more seniority, in deciding on the filling of permanent vacancies or transfers.

14:08 Employees shall retain and accumulate seniority:

- (a) While on lay-off up to twenty-four (24) months;
- (b) While on sick leave, Workers' Compensation, pregnancy leave;
- (c) While on leave of absence; or
- (d) Where a seniority employee is promoted to a permanent vacancy or to a new position outside the Bargaining Unit for a period(s) totaling one (1) calendar year. Time periods shall be cumulative on the basis of appointment by calendar months, not the employees' working months.

14:09 Employees shall lose all seniority if:

- (a) Discharged for just cause
- (b) Quit;
- (c) Fail to return to work without just cause following lay-off and after being notified of the availability of work.
- (d) Pursuant to clause 17:03

The Local Unit will be given notice prior to the removal of employees' names from the seniority list under (c) above.

14:10

Early and Safe Return to Work:

Local management and local Union Executives (at each site or between or among different sites) shall work together to assist employees make an early and safe return to work after being off due to serious illness or injury. This will also apply to crewmembers from the Company's vessels needing such accommodation. All parties will use their best efforts to have the employee accommodated according to the requirements of relevant legislation. However, such accommodation shall not cause the displacement of an employee having greater seniority than the employee to be accommodated. The accommodation shall be of a temporary duration only for the purpose and to the extent of enabling the accommodated employee to be able to return to his/her normal job. If, while being accommodated, the employee is occupying a job other than in his/her regular classification, he/she will be paid at the rate of their regular classification, and if that job is in another site, the employee shall still be treated as if he/she were working in or on his/her home plant or vessel. The parties agree that this Clause fully and accurately describes, in the circumstances of the Company's operations, their duty to reasonably accommodate to the point of undue hardship employees with limited functional abilities.

14:11

The Union and the Company recognize that predictability in the quantity and/or quality of fish landed is, in practice, non-existent and that lay-offs, of necessity, must from time to time occur. In that regard, the parties with the intention of nullifying the effect of the Labour Standards Act, declare that the provisions for individual and group layoffs are more advantageous than the minimum standard set forth in the Act and further agree that the employer and the employee shall be and hereby are required to give to the other equal notice of termination of employment relationship which such notice shall be one day unless the reason is discharge for cause in which event termination shall be without notice.

ARTICLE 15 - Safety

15:01

The Company and the Union recognize the importance of safety in the workplace. It is the intention of both parties to achieve

and maintain, through mutual co-operation, the highest standards in all areas affecting the health and safety of plant employees.

15:02 Legislation - The parties recognize all provisions and existing legislation related to Occupational Health and Safety.

15:03:01 Committees - The parties are agreed to the continuance and establishment of the following Committees which will provide an overall framework to deal with all issues related to Occupational Health and Safety and accident prevention.

15:03:02 The parties agree to the establishment of a corporate Health and Safety Committee comprised of three (3) members from management and three (3) members selected by the Union. This Committee will assess, review and advise on all matters related to Health and Safety involving the operation of the plants.

The Corporate Health and Safety Committee shall meet at least two (2) times a year to:

:01 Review and analyze Health and Safety data for all plants and participate in the development of the appropriate programs;

:02 Review all matters referred to it by the Health and Safety Committees;

:03 Review and analyze standards and regulations affecting Health and Safety Programs within the Company;

:04 Review and recommend guidelines for plant training and education;

:05 Make recommendations to achieve the highest standards and best possible results in Safety, Health, and Accident Prevention.

15:03:03 There shall be a plant Health and Safety Committee established at each plant comprised of three (3) plant employees nominated

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

The plant Health and Safety Committee will:

- :01 Review and make recommendations concerning any unsafe conditions and the stoppage of any unsafe work;
- :02 Be enrolled in the mandatory three (3) day training;
- :03 Review and make recommendations concerning all chemical applications within the plant;
- :04 Review and make recommendations for Health and Safety training and education;
- :05 Review and make recommendations on environmental test results;

15:04 It is agreed that a Union representative has a right to be involved in any accident investigation involving serious disablement or fatality. The Plant Safety Committee will be advised of other than routine investigations carried out by the Company Safety personnel at their location.

15:05 Emergency drills will be carried out on Company time twice annually, the time to be determined by the Plant Safety Committee in relation to the anticipated operating period.

15:06 All plants will be provided with a properly equipped First Aid facility. A qualified First Aid attendant will be available.

- 15:07 Two (2) members of the Committee shall be designated by the Committee to make tours of the entire plant checking for unsafe conditions or practices. Frequency of the tours shall be determined by the Committee.
- 15:08 An inspection of the First Aid room shall be made every month by a person authorized by the Company and the Union, to ensure that proper facilities and materials are provided.

- 15:09 The Safety Co-Chairperson or their designate shall accompany the Department of Safety Inspector when he/she makes his/her inspections.
- 15:10 Should an ammonia leak result in a stoppage of work, work will resume when ammonia levels are acceptable according to Occupational Health and Safety regulations. Such levels are to be monitored by an air sampler. Safety Committee members shall participate in monitoring and shall have access to the readings.
- 15:11 When the First Aid attendant directs employees who have been injured on the premises, to a hospital or clinic for treatment, the Company will continue to pay such employees, to the end of their regular shift. Immediately following being released from treatment, employees who are able to return to work must do so and present the appropriate Workers' Compensation Forms to management. Employees shall participate in the Company's return to work program.
- 15:12 The Company shall designate a particular vehicle to be used in case of emergencies.
- 15:13 The Company will offer additional WHMIS sessions during the scheduled down-time periods of plants for those who are interested.
- 15:14 The Company will work with the Plant Health and Safety Committees to conduct Noise Level Surveys for each of the Plants and to initiate the appropriate ways and means to reduce noise and identify the problem areas.
- 15:15 The Company agrees to discuss, with the Plant Health and Safety Committee, safety issues related to the installation and use of new or relocated equipment in the plants.
- 15:16 The Company recognizes the importance of ergonomic considerations in the design and utilization of plants and equipment and the beneficial and improved working conditions for workers' safety, health and productivity.

- 15:17 The Company recognizes that the health of all employees can be severely affected by any infectious or communicable disease. It is agreed that the Company will work with the Plant Health and Safety Committees to develop a program whereby employees receive effective communication and education on serious infections or communicable diseases.
- 15:18 The Company agrees to work with the Plant Health and Safety Committees to identify areas where there are concerns with air quality and ventilation and to establish procedures for the correction of such problems.

ARTICLE 16 - Leave of Absence

- 16:01 (1) 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.
- (2) When a member of the Bargaining Unit has been elected or appointed to a local or regional municipal government body, he shall be granted leave of absence from time to time to attend legitimate council business providing such leave can be arranged so as not to interfere with the regular operations. Payment of such leave shall be at the sole discretion of the Company.
- (3) The Company shall grant leave of absence, without pay, to employees for upgrading of skills and technical courses. Such leave will be for periods not to exceed two (2) years. Where an employee is taking a job related specific course which requires three (3) years to complete, employees will be granted an additional year of leave to complete such programs. Employees who return to work from an educational leave of absence within the prescribed period will suffer no loss of seniority for the period of the approved leave of absence.
- 16:02 The Company shall grant employees leave of absence for reasons of pregnancy. A pregnant employee shall commence her leave at such time prior to the anticipated date of delivery as is recommended by her physician. The Company shall reinstate

the employee at such future date following termination of pregnancy as is recommended by her physician, however, pregnancy leave shall not exceed nine (9) months unless supported by a medical certificate.

- 16:03 The Company shall grant leave of absence for reasons of *bona fide* illness, industrial accident or disease. The employee's status will be reviewed at the end of the first year and annually thereafter. An employee may only be removed from the seniority list where the parties mutually agree that the employee will be unlikely to return to work. The parties will seek the advice of an attending physician in determining the issue.
- 16:04:01 Plant employees who wish to fill vacancies on Company trawlers shall advise the Company in writing. Subject to work requirements, plant employees who have indicated their willingness to sail, on a temporary basis, and who have provided, to the Company's satisfaction, proof of suitable medical fitness, will be given the opportunity to fill temporary vacancies at sea or, for the movement of vessels out of port on other than a fishing trip.
- 16:04:02 Employees will be given as much notice as possible of the opportunity to fill a temporary vacancy at sea. Employees shall be credited with twelve (12) hours per sea day and the income earned from sea time. Time and earnings, as applicable, will be included in the calculation of vacation and holiday benefits, pension calculations, and profit sharing.
- 16:04:03 Plant employees having permission to make trips to sea on Company trawlers will be regarded as being on an approved leave of absence and shall retain and accrue seniority in their regular classification under this Agreement. Compensation for plant employees related to a trawler trip shall be as calculated under the provisions of the Collective Agreement or other Terms and Conditions of Employment applicable to Trawler Operations.
- 16:04:04 Where a number of plant employees have indicated their willingness to make a trip to sea filling temporary vacancies on trawlers, it will be agreed, as part of local issues at each plant, how such trips will be shared among the employees.

16:04:05 If a plant employee who has taken a trip to sea returns during a work week, he/she will not be entitled to displace the employee who is working in his/her place during that week.

16:05 When an employee who has seniority requests a leave of absence for compassionate reasons, he/she should be granted such leave in accordance with the following:

1. In the event of death in the employee's immediate family - spouse (including common law) child, brother, sister, parent or legal guardian, and grandchild, an employee shall receive five (5) days' leave with pay, calculated on the basis of the actual hours of work lost as a result of the leave.
2. In the event of the death of mother-in-law or father-in-law, an employee shall be granted three (3) days' leave with pay, calculated on the basis of actual hours of work lost as a result of the leave.
3. In the event of the death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, or great-grandparent, an employee shall be granted two (2) days' leave with pay, calculated on the basis of the actual hours of work lost as a result of the leave.
4. In the event of bereavement leave applying to Category 1 or 2 above, where the funeral takes place outside the Province and is attended by the employee, he/she shall receive an extra day's leave with pay.
5. Bereavement pay will not be granted if the employee is receiving pay for time not worked because of vacation or leave of absence, Workers' Compensation, group insurance or lay-off at the time of death of the relative.

16:06 The Company shall grant leave of absence without pay, for a period not to exceed thirty-five weeks, to an employee who is the parent of a child, following:

- (1) the birth of the child; or
- (2) the coming of the child into the care and custody of the

parent for the first time.

ARTICLE 17 - Grievance Procedure

- 17:01 When an employee has a grievance alleging there has been a violation or misinterpretation of this Agreement the employee and/or a Shop Steward shall process such grievances without stoppage of work according to the following procedure:
- STEP 1: Discuss the matter, within three (3) days of becoming aware of the incident giving rise to the grievance, with the foreman concerned who shall give a decision thereon within twenty-four (24) hours.
- STEP 2: If the grievance is not resolved by the foreman, the Department Steward, the Chief Steward or his designated alternate, and the grievor shall meet with the foreman and the appropriate supervisor in 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.
- 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.
- 17:02 The Union has the right to grieve on behalf of any employee or employees, including the right to claim damages on behalf of the employee.

- 17:03 Grievances arising directly between the Union and the Company shall be submitted at Step 3.
- 17:04 The Company agrees that when an employee is to be disciplined, he/she shall be accompanied by his Shop Steward. The employee and the Shop Steward may confer privately on the request of either of them. An employee may request, in the presence of his Shop Steward, that the Steward leave the meeting. All grievances at Steps 1, 2, and 3 shall be processed promptly on Company time with no loss of pay or benefits to the employees involved. Employees shall be accompanied by their Shop Steward at all times in meetings involved in each Step of the Grievance Procedure.
- 17:05 In recognition of the importance of having matters in dispute resolved as quickly and expeditiously as possible, the Company and the Union agree to co-operate and work jointly on ensuring a more effective application of the disputes resolution procedure under the terms of this Agreement. This activity shall include:
1. Ensuring that grievances are filed as soon as a member of the Bargaining Unit or the Local Executive become aware of the issue.
 2. Ensuring that responses by the Company at each step of the grievance procedure are adhered to and that referrals by the Union to the next Step are not delayed.
 3. Implementing accelerated Arbitration Hearings for those grievances that cannot be resolved under the Grievance Procedure. This shall include the selection of a panel of arbitrators who shall agree to meet, preferably in rotation, on a regular basis to adjudicate grievances referred to them.
 4. The parties will endeavor to, as far as practically possible, and without prejudicing their position at arbitration, agree on the facts prior to an arbitration and will, where possible, proceed by way of stated case.
 5. The parties also agree that on each case they may by mutual agreement, waive the right to examine or cross-

examine witnesses, or require the arbitrator to review all of the evidence within the body of the award. The parties will also agree, where warranted, to accept oral judgments and decisions, subject to the right of either party to request a subsequent written award.

ARTICLE 18 - Arbitration

- 18:01 Any matter in dispute between the Company and the Union involving the interpretation, application, operation or alleged violation of any Article of this Agreement may, in the event of failure to reach agreement thereon, be referred by either party to arbitration by an arbitrator.
- 18:02 The party desiring to submit a matter to arbitration shall deliver to the other party a Notice of Intention to Arbitrate within twenty (20) days after conclusion of the grievance procedure. This notice shall state the matter at issue and shall state in what respect the terms of this Agreement have been violated or misinterpreted. The notice shall also stipulate the nature of the relief or remedy sought.
- 18:03 Within five (5) days after the date of delivery of the foregoing notice, both parties shall meet to agree on the selection of the arbitrator.
- 18:04 If the parties cannot reach agreement on the selection of an arbitrator within five (5) days, then either party may request the Minister of Advanced Education, Skills and Labour of the Province of Newfoundland and Labrador to appoint an arbitrator.
- 18:05 After the arbitrator has been appointed by the foregoing procedure, the arbitrator shall convene a meeting at the earliest possible date with both parties present. After hearing the evidence of both parties, the arbitrator shall render a decision as soon as possible, but in no event longer than thirty (30) days following the hearing.
- 18:06 (1) Whenever the incident causing the grievance includes a loss in earnings or a loss in benefits, the arbitrator is

empowered to order that such loss in benefits, or part of such loss, shall be reimbursed or restored to the employee. In a disciplinary case, the arbitrator is empowered to order a reduced penalty.

- (2) In the case of an unjust dismissal or suspension, there shall be no onus on an employee to mitigate losses.

18:07 The decision of the arbitrator on the matter at issue shall be final and binding on both parties, but in no event, shall the arbitrator have the power to add to, subtract from, alter or amend the terms of this Agreement in any respect.

18:08 Either party shall be considered to have waived its right to raise preliminary objections to an arbitration proceeding unless it files with the other party written reasons for such preliminary objections at the same time as the reply to Step 3 of the grievance.

18:09 The time limits referred to in the foregoing grievance and arbitration procedure may be expanded or compressed by mutual consent, and shall be considered directional as opposed to mandatory.

18:10 No grievance shall be lost through error in form or technical irregularity.

18:11 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. Members of the Bargaining Unit who are to be called as witnesses at arbitration hearings shall receive permission to be absent from work to attend such hearings.

ARTICLE 19 - Labour Management Committees

19:01 The Company and the Union agree to co-operate in the continuation of the following joint Labour/Management committees during the term of this Agreement.

(1) Plant Labour-Management Committees

The Plant Labour-Management Committees will continue to function during the term of this Agreement. Each Plant Labour-Management Committee shall meet at least monthly. The Plant Committees may consist of the equivalent number of the Executive of the appropriate Local plus one (1) member of the Safety Committee and an equal number of Company representatives. The function of these committees shall be to discuss matters of mutual interest and concern, to promote harmonious relations between the parties, to improve productivity and efficiency of operations and to maintain high product quality. Minutes will be recorded, approved by both parties, and posted in designated areas for the information of all employees.

(2) Corporate, Labour-Management Committee

The Corporate, Labour-Management Committee will meet not less than two (2) times in each calendar year. The Committee shall consist of five (5) representatives from each of the Union and the Company. The Company and the Union will alternately provide a place for the meetings and the secretarial service to ensure that there is an agreed and approved set of minutes from each meeting. The Corporate, Labour-Management Committee is intended as a forum to discuss issues related to the overall operation of the plants, within the context of the administration of this Agreement and the relationship between the Company and the Union.

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 endeavors to adjust the matter, but

work shall proceed under the existing practice of the Company pending settlement between the parties.

ARTICLE 21 - Apprenticeship Plan

- 21:01 In order to ensure an adequate supply of trained employees to maintain and operate its plants, the Company will hire apprentices in accordance with approved Journeyman Apprenticeship Plans of relevant department of the Government of Newfoundland and Labrador. (See Appendix 1 - "Tradesman B Training Program".)
- 21:02 The Company will recognize the following trades for apprenticeship plans:
Machinist, Electrician, Diesel Mechanic - (Industrial Mechanic), Welder, Millwright and Carpenter.
- 21:03 Upon satisfactory completion of a probationary period in accordance with Article 15:02 an apprentice will have his/her seniority established from that date.
- 21:04 Wages paid to apprentices shall be based on the following schedule.
- (a) Four Year Apprenticeship
- First year - 75 percent of Journeyman "A" Rate
Second year - 80 percent of Journeyman "A" Rate
Third year - 87 percent of Journeyman "A" Rate
Fourth year - 92 ½ percent of Journeyman "A" Rate
- (b) Three Year Apprenticeship
- First year - 70 percent of Journeyman "A" Rate
Second year - 80 percent of Journeyman "A" Rate
Third year - 90 percent of Journeyman "A" Rate
- 21:05 Classifications shall be defined as follows:
- (1) Grade "AA" Journeyman

Holder of a Provincial Government Journeyman Certificate and two (2) years additional experience as a Journeyman "A".

- (2) Grade (A) Journeyman
 - (a) Holder of Provincial Government Journeyman Certificate; or
 - (b) Five (5) years additional experience in "Tradesman B" classification.
- (3) 2nd, 3rd, and 4th Year Apprentices:
Twelve (12) months employment and apprenticeship training as laid down by Apprenticeship Branch plus successful writing of final examinations in lower category.
- (4) 1st. Year Apprentice:
Minimum six (6) months practical experience as maintenance helper plus registration and acceptance into Apprenticeship Program by Apprenticeship Branch.

ARTICLE 22 – Office Staff

22:01 Schedule 'D' which forms part of this Agreement specifies the classifications and wage rates of office staff in Port-au-Choix; Articles of this Agreement which apply to office staff in common with other employees, covered by this Agreement, are specified in Schedule 'D'.

ARTICLE 23 - Technological Change

23:01 In keeping with the Company's policy of having employees informed, the Company agrees to communicate with the Union on technological change. This shall be done through the vehicle of the Labour Management Committees referred to in Article 20. Unless the circumstances do not reasonably permit, the Company will provide at least thirty (30) days notice prior to

implementing technological change that will cause any job classification to be declared redundant.

ARTICLE 24 - Harassment Based on Gender

- 24:01 The Company and the Union agree to take every reasonable action to eliminate sexual harassment in the workplace.
- 24:02 Complaints under this Article will be dealt, by the employer and the Union, with all possible confidentiality.

ARTICLE 25 - Transfers and Relocations

- 25:01:01 The Company will give preference of employment to seniority employees, within the Province, who wish to transfer from one operating division to another or, who seek employment at another Company operation within the Province as a result of having to relocate their permanent residence.

Subject to the terms and conditions of the applicable Collective Agreement in place at the time, and the conditions prescribed in this Article, the Company will recognize an employee's length of service for the purposes of calculating vacation and holiday entitlement and profit sharing within a year if the employee is otherwise eligible.

- 25:01:02 Transfers:

Employees wishing to be transferred from one operating division to another (plant to trawler) or to another location within an operating division, shall apply in writing to the appropriate manager with a copy to their current manager. Such transfers are subject to the following conditions:

- (1) Seniority accumulated in one division or at one specific location within a division is not transferable to another division or location.

- (2) Transfers are intended to be permanent and employees have no right of transfer back to their former location or position.
- (3) Employees transferred from one operating division to another would have to complete the probationary requirements of the appropriate Collective Agreement in place at the time.
- (4) Employees transferred within an operating division will not have to complete a probationary period but must have the ability to perform the work if the transfer involves a new classification.

25:01:03 Relocations:

Seniority employees of the Company who relocate on a permanent basis within the Province, will be given preference of employment and recognition of corporate service as defined in 25:01:01, subject to the following terms and conditions:

- (1) The employee must have resigned or quit employment for personal reasons relate to the relocation;
- (2) The Company must be advised, in writing, at the time of the resignation or quitting that the employee wishes to obtain employment at another specified location and, an application, in writing, must be filed at that new location.
- (3) Seniority acquired by the employee is not transferable.
- (4) The employee must be re-employed by the Company at the specified location within six (6) months of resignation and application for employment.
- (5) Employees rehired at a new location will not be required to complete a probationary period other than to demonstrate an ability to perform the work, if employed in a different classification from that in which they had previously been employed.

ARTICLE 26 – Casual Employees

- 26:01 This Article is intended to apply to the use of casual employees, all as defined herein, during the term of this Agreement. The Company confirms that the use of casuals shall not displace or reduce the number of regular employees required by the Company to carry out its normal operations at each plant.
- 26:02 For the purpose of this Article, and to assist the parties in the administration of this Agreement, 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.
- 26:03 Where the local plant practice involves more than a minimal number of casuals, casuals will be ranked by either hours of work or date of hire, as per local agreement, and will be selected for work in that order, as their names appear, provided they have the ability to perform the work required. Any refusal by a casual who has the ability to perform the work offered, will result in his/her name being removed from the list.
- 26:04 Where casuals are hired they shall be paid at the rate of Job Grade I. The regular hours of work in any department apply to casuals working in that department. Where applicable, work performed by casuals outside the regular hours of work in that department, would be subject to premium rates.
- 26:05 Where there is a shortage of regular work for seniority employees in their own department, they may replace any casuals employed in another department, provided they can perform the work required, and have advised their foreman of their desire to continue at work. Such replacements are only to apply where there is at least one-half hour of work available to the seniority employee.
- 26:06 When the Company posts a permanent vacancy or new position, casuals having the ability to perform the work, shall be offered permanent employment based on the ranking of the eligible casuals. Casuals offered permanent employment must accept the offer. Failure to accept a permanent position and attain

seniority, will result in the individuals being placed at the bottom of the casuals list in rank. Casual employees, accepted in permanent positions, will not be required to complete the probationary period, unless they have not had the equivalent of sixty (60) working days in the position to which they have been permanently assigned.

26:07 For each two hundred and twenty (220) hours worked, Casuals shall be paid eight (8) hours at their straight time rate in lieu of paid holidays under Article 13:02.

26:08 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.

ARTICLE 27 - Amendment

27:01 Subject always to the right of determination as in the following Article provided, it is distinctly understood and agreed that the Agreement is in no way to be regarded as being rigid or inflexible, but that it may be amended, altered, or changed from time to time as may be agreed by and between the parties hereto, and such amendments, alterations, or changes, when so agreed upon, shall have full force and effect, and form part of this Agreement immediately after it is so agreed upon.

The rights of either of the parties hereto to seek amendment shall arise only after that party has given to the other party thirty (30) days' notice, in writing, stating clearly the matter or matters proposed to be amended together with the proposed amendment or amendments. The necessary meeting shall be held immediately after the expiration of the said thirty (30) days' notice unless another date is mutually agreed upon. In the event of any alterations, amendments, or changes being agreed to by both parties then, and in such case only, shall this Agreement be amended, altered, or changed and shall thereafter continue in force as Article 31 provided.



ARTICLE 28 – Term of Agreement and Re-opener

- 28:01 This Agreement is effective commencing January 1, 2021 and continuing in effect until and including December 31, 2023, following which it shall automatically renew itself from year to year unless notice is given by either party to the other within ninety (90) days next preceding the 31st day of December 2020, or anniversary date thereof, of a desire to amend or terminate this agreement
- 28:02 It is understood that this Collective Agreement replaces agreements and understandings that may have been in effect by and between the parties hereto.
- 28:03 This Collective Agreement represents the entire understanding between the parties. There are no other terms, conditions, obligations, or understandings either express or implied which are binding or enforceable other than those specifically set forth in this Collective Agreement or a Schedule thereto, or a concurrent Letter of Understanding executed in conjunction with the execution of this Collective Agreement, or a Memorandum of Understanding executed by the parties hereto concurrent with or during the term of this Collective Agreement amending or modifying the terms or conditions of this Collective Agreement.

IN WITNESS WHEREOF the parties to this Collective Agreement have
hereunto their hands and seals subscribed and set this 7th day of
June, 2018.

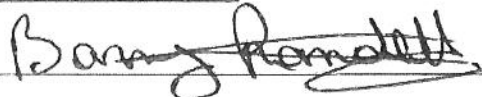
SIGNED, SEALED AND DELIVERED

OCEAN CHOICE INTERNATIONAL LP

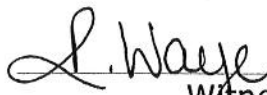

Witness

FISH, FOOD AND ALLIED WORKERS
(FFAW-Unifor)








Witness

APPENDIX 1 – Tradesmen "B" Training Program

Maintenance Classifications:

1. In addition to the Apprenticeship Plan (Article 24) the Company will also recognize training other than through Provincial Government's Apprenticeship Program for Maintenance Employees.

Training other than under the Apprenticeship Plan will be known as the "Tradesman B - Training Program".

The Company will recognize 1800 hours constitutes one (1) year's work in the Tradesmen "B" - Training Program.

2. The Company will recognize the following trades for the Tradesmen B - Training Program: - Machinist, Electrician, Diesel Mechanic - (Industrial Mechanic), Welders, Millwrights, Carpenters, Baader Mechanics and Riggers (wire splicer, etc.).
3. The following "Definitions of Classifications" will apply to "Tradesman B" and to Tradesman B Trainees:

Grade "B" Tradesmen:

- (i) Completion of four (4) years (48 months) approved training in tradesmen trainee program, commencing with twelve (12) months as helper, etc.
- (ii) Holder of fishing chief engineers, or 4th class Marine (M.O.T.) Ticket, plus two (2) years (24 months) experience as trawler chief engineer.
- (iii) Minimum four (4) years (48 months) proven experience and training in work associated with trade for which classification is being sought.

2nd and 3rd Year Trainee Tradesmen:

Satisfactory completion of twelve (12) months work in lower wage category.

1st Year Trainee Tradesmen:
Twelve (12) months as maintenance helper.

4. Wage paid to Tradesmen B Trainee shall be based on the following schedule:

Maintenance Helper - As per "Schedule B"

First Year Tradesman B Trainee - 83 percent of Tradesman B rate

Second Year Tradesman B Trainee - 87 percent of Tradesman B rate

Third Year Tradesman B Trainee - 92 ½ percent of Tradesman B rate

5. Where existing personnel are involved, they would be classified by agreement with the Union, and in accordance with definitions of classifications as outlined herein, and henceforth all workers would then be governed by the proposed format.

6. Upon completion of five (5) years as certified Tradesman B in a trade recognized by the Newfoundland and Labrador Provincial Apprenticeship and Certification Board, the employee will then qualify for the Journeyman "A" Rate. Tradesmen "B" who receive Journeyman rate cannot advance to the "AA" rate.

7. Definition of Journeyman "A" classification:

1. Holder of the Provincial Government Journeyman Certificate; or
2. Five (5) years experience with the Company as a certified Tradesman B, recognized by the Newfoundland and Labrador Provincial Apprenticeship and Certification Board.

3. Definition of Journeyman "AA" classification:

Holder of the Provincial Government Journeyman certificate plus two (2) additional years of experience as a

certified Journeyman "A".

SCHEDULE "A" - Job Classifications and Wage Rates

Classification Description	Effective			
	Current	January 1, 2021	January 1, 2022	January 1, 2023
<u>Job Grade I:</u> Casual Workers	\$16.47	\$16.87	\$17.22	\$17.57
<u>Job Grade II:</u> I.Q.F. Workers, Trimmers, Candles, Boners, Wormers, Graders, Cullers, Receiving (Shed) Room Workers, Skinning Machine Feeders, Plate Freezer Workers, Cold Storage Workers, Pkg. Material Whse. Helper, Stevedoring Workers, Watchmen, Service Labour Workers, General Labourer, Offal Workers Packers, Wrappers, Weighers, I.Q.F. Feeders, Secondary Processing Workers, First Aid Attendant, Shrimp Peelers, Inspectors, Wrapping Machine Feeders, Carton Folders, Pan Washers, Janitor, Mari-Pac Worker, Crab Plant Workers, Cookhouse Attendant	\$16.60	\$17.00	\$17.35	\$17.70
<u>Job Grade III:</u> Cutters, Trawler Discharge and Icers, Flake Ice Workers, Payloader And Forklift Operator, Tallyman, Weighmaster, Crane Operator, Checkers (Bone, Defect, Work Content, Fish Count and Skinning Machine Checkers), Quality Control Assistant, Stockroom Clerk, Cutting Machine Operator, Sawman, 0008 Mixer Tender, Pkg. Material Warehouseman, Shrimp Peeler Operator, Shrimp Freezer Operator, Crab Butcher, Dockside Graders; Assistant Breeding Line Operator, Assistant Process Cook, Clean-Up Workers.	\$16.71	\$17.11	\$17.46	\$17.81

Classification Description	Effective			
	Current	January 1, 2021	January 1, 2022	January 1, 2023
Job Grade VI: Tradesmen "B"	\$22.52	\$22.92	\$23.27	\$23.62
Job Grade VII: (a) Journeyman "AA" (b) Journeyman "A"	\$24.07 \$23.40	\$24.47 \$23.80	\$24.82 \$23.15	\$25.17 \$23.50
Job Grade VIII: (a) Truck Driver, Fuelman, Sailmaker (b) Breeding Line Operator	\$20.01 \$20.41	\$20.41 \$20.81	\$20.76 \$21.16	\$21.11 \$21.51
Job Grade IX: Crane Operator - Certified (70' Boom)	\$22.52	22.92	23.27	\$23.62
SHIFT ENGINEERS: Refrigeration "A and B" or 3 rd and 4 th Class Stationary Uncertified Refrigeration (Learning) \$1.50 in addition to the above rates for all hours worked on Saturday; \$2.50 in addition to the above rates for all hours worked on Sunday.	\$24.07 \$22.08	\$24.47 \$22.48	\$24.82 \$22.83	\$25.17 \$23.18
DISCHARGING & SORTING OF SHRIMP (DILDO): Job Grade I: Discharge Workers, General Labourer, Spotter Job Grade II: Forklift & Crane Operators, Talley person (New employees shall receive \$0.40/hour less for the first 30 days worked)	\$16.60 \$16.71	\$17.00 \$17.11	\$17.35 \$17.46	\$17.70 \$17.81
OFFICE STAFF – GROUP 2 First Year – 90% Second Year – 95%	\$17.68 \$16.21 \$16.95	\$18.08 \$16.61 \$17.35	\$18.43 \$16.96 \$17.70	\$18.78 \$17.31 \$18.05