



FFAW | UNIFOR
Fish, Food & Allied Workers

COLLECTIVE AGREEMENT

by and between

Notre Dame Seafoods Inc.
Comfort Cove, Newfoundland
(The Company)

And

Fish, Food & Allied Workers
FFAW-Unifor
(The Union)

Effective

January 1, 2025

to

December 31, 2027

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Article 1 - Recognition

- 1:01 The Company recognizes the Union as the sole and exclusive bargaining agent for all employees at the Notre Dame Seafoods Inc. at the plant in Comfort Cove, NF, save and except general manager, plant manager, procurement manager, production manager, office staff, chief engineer, quality control supervisor, foremen and all those above the rank of foreman.
- 1:02 Persons in positions outside the bargaining unit shall not perform work done by classifications for which the working conditions are covered by this agreement except for the purpose of demonstrating or instruction or in the event a job of short duration should arise for which no member of the bargaining unit can be made available, or no member of the bargaining unit is capable of performing or in the case of emergency in short duration where necessary to protect plant or product from deterioration.
- 1:03 The Company shall not make any individual agreement(s) with any member of the bargaining unit directly or indirectly in conflict with provisions of this Agreement.
- 1:04 The terms and conditions of this Agreement shall be binding upon the Company, its officers and employees, upon the Union, its officers and members, but shall not include work performed by sub-contractors who provide service of labour under the contract with the Company.
- 1:05 The Union shall elect or appoint and the Company will recognize and meet with such officers and stewards as are necessary to administer adequately this Collective Agreement at times convenient to the parties of this Agreement.
- 1:06 Throughout this Agreement, the masculine shall include the feminine and the singular shall include the plural as the context may require.
- 1:07 The Company shall recognize Union officers officially designated as such by the Union and advised by letter to the Company.

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 whom such are available and are capable in the opinion of the Plant Manager of doing efficiently the work for which they are to be hired.
- 2:02 It is to be a condition of employment that all prospective employees, not already 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, Union dues and other general assessment. The Secretary-Treasurer of the Fish, Food & 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 15th day of each month. The Company will provide names and social insurance numbers.
- 2:03 The Company shall make it a condition of employment that every employee who is now a member or hereafter becomes a member of the union shall maintain their membership therein. The Union shall not deny membership to any employee.
- 2:04 The Company agrees to inform all new employees of the existence of the union, the names of the officers and to supply a copy of the Collective Agreement provided the Union keeps the Company informed of its officers and supplies the Company with copies of the Collective Agreement. All new employees shall be introduced to their department steward.

Article 3 - Management Rights

- 3:01 Subject to provisions of this Agreement, it is the exclusive function of the Company to operate, manage and direct the business and the workforce; to maintain order, discipline and efficiency, to introduce technical improvements and incentive plans, to change production methods, to check individual workers for productivity and efficiency in their work, to engage, layoff, promote, transfer, and for just cause

reprimand, suspend or discharge employees, to determine the number and location of plants, the products to be manufactured, the methods of manufacturing or operating, schedules of production, kinds and location of machines and tools to be used, and otherwise to take such measures as management may determine to be necessary for the orderly or economical operation of the Company's business.

- 3:02 The Company retains the sole and exclusive right to specify the work to be performed and services to be rendered by the employee(s) or class of employees. The Union will not attempt to compel the Company to sub-divide the work allotted to such employees in order to create additional classes when in the opinion of the Company such are unnecessary.

Article 4 - Employee Rights

- 4:01 The Union will advise the Company from time to time of the employees who are to act as official representatives of their membership to deal with Company management in matters pertaining to the proper administration of the Agreement during its term. The Union further agrees to notify the Company of the names of persons elected or appointed to negotiate a renewal of the Agreement upon its termination.
- 4:02 The Union shall not hold general Union meetings during working hours, except when an emergency requires the calling of a meeting during working hours. The Union shall notify management as early as possible in advance and permission shall not be unreasonably withheld.
- 4:03 All grievances in Step 1, 2 and 3 shall be processed promptly on Company time with no loss of pay or benefits to employees involved.
- 4:04 Any disciplinary action taken by the employer with respect to an employee may be the subject of a grievance under the grievance procedure.
- 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 two (2) calendar years from the date of the incident provided that no disciplinary action has been taken, and any record of disciplinary action shall be removed from the employee's personal file.

- 4:06 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 the employee may request the steward to leave the meeting.
- 4:07 If the employee is to be interviewed by the Company as part of the disciplinary procedure, the Company will notify the Union before this interview takes place. The employee so concerned has the option prior to this meeting of not having the steward present. For other matters, the employee may be accompanied by a steward if they so desire.
- 4:08 Copies of documents held in the personal file of a bargaining unit employee will be made available to the employee.
- 4:09 Union officers will be permitted to leave their regular duties during working hours without loss of pay or benefits in order to deal with Union business pertaining to contract administration, provided that it shall not disrupt normal company operations and provided that they first obtain permission of management, which permission shall not be unreasonably denied.
- 4:10 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.
- 4:11 The staff representative or other official representative employed full or part time by the Union will be allowed access to the plant during working hours to conduct bargaining unit work. The staff representative or Union official shall first notify management of their presence and indicate the nature of their business. The representative shall not disrupt normal Company operations.

- 4:12 The Company and Union agree there will be no intimidation or harassment practiced by either of them or their representatives. The parties also agree not to discriminate against any employee by reason of race, religion, sex, including sexual orientation, marital status, physical or mental disability, political opinion, colour or ethnic nationality or social origin and age. It is also agreed there will be no discrimination against an employee by reason of the employee's memberships, status or legitimate activities in the Union.
- 4:13 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 employees covered by the agreement.
- 4:14 The Unit Chairperson or designate will receive 10 hours per week once they have worked a minimum of 20 hours production in a week.
- 4:15 The Employer agrees to abide by the NL Social Legislation including Occupational Health and Safety, Workers' Compensation and Human Rights.

Article 5 - No Strike - No Lockout

- 5:01 The Union agrees that during the life of this agreement, there shall be no strikes, sit-down, suspension or slowdown of work, picketing or any other interference with the employer's business, and to this end the Union will take affirmative action to prevent any employee covered by this agreement from going on strike or suspending or slowing down 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 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 written notice of its intention to strike.
- 5:03 The Union agrees that in the event of any strike or cessation of work that it will maintain essential services such as heating and

refrigeration so as to avoid any deterioration of any buildings, equipment or products. This clause is null and void if the Company attempts to operate the plant with non-Union labour.

- 5:04 Notwithstanding the above, no employee shall be required to cross a picket line at the premises of any other employer, or engage at work which involved the processing, handling or transportation of goods which have been shipped or diverted from any premises where there is a dispute between a Company, shipper or their agent or forwarder and any outside union performing work similar to that being performed by the member of the Union which is party to this Agreement. Nothing in this article shall limit the ability of the employer to purchase raw material from any fish harvesters.

Article 6 - Working Conditions

6:01 The Company agrees to provide and maintain the following working conditions:

- (a) Adequate and suitable toilet facilities acceptable to the Inspection Branch, Federal Fisheries Department;
- (b) Adequate clean drinking water;
- (c) Butchers to receive twelve (12) pairs of gloves per season provided issued and worn out items are returned. Additional pairs will be provided when needed at no cost; (1) pair of rubber clothes every season or ten (10) aprons; aprons and sleeves to be provided to temporary butchers.
- (d) Cold storage workers will not be required to remain in the cold storage room for their entire shift;
- (e) Appropriate temperatures in lunchrooms and working areas;
- (f) The Employer will provide a properly ventilated lunchroom with appropriate seating and appliances, including a refrigerator and microwaves in good working order;
- (g) Three (3) aprons, hairnets and ten (10) pairs of gloves to all

production workers per season. Uniforms will be supplied by the Company. The Company will also provide longer aprons.

- (h) New employees will be entitled to a clothing allowance at the completion of their probationary period;
- (i) One (1) pair of coveralls, one pair of boots, and one (1) pair of leather gloves provided per season for engineers and maintenance;
- (j) One (1) suit of rubber clothes and five (5) pairs of rubber gloves per season for the wharf crew. Safety boots will be supplied at no extra cost where required;
- (k) One (1) pair of rubber pants per season and five (5) pairs of rubber gloves per season for brine crew where applicable;
- (l) One (1) pair of rubber clothes per season and one (1) pair of heavy gloves to provide protection from chemicals for janitors and cleaners. Each janitor will receive gloves and replacements as necessary, as well as high quality boots.
- (m) Safety glasses for butchers; ear protection for brine room - cooker;
- (n) Boots for janitors and brine crew, if needed.
- (o) Where aprons are provided, employees will have adequate number of heavy aprons.
- (p) The Employer will provide adequate cleaning supplies for janitors/cleaners.
- (q) The Company will provide mandatory personal protective clothing and equipment.

6:02 Tool Allowance

Where the Company requires maintenance workers to use their own tools on the job therefore all such workers who are on seniority list and who work not less than 420 hours per season shall be issued a tool allowance by December 31st of each year in the amount of **\$250.00.**

Article 7 - Wages

- 7:01 Friday of each week shall be payday and pay due shall be available to all workers from mid-day but not later than 6:00 p.m. on Friday. Pay envelopes or cheques shall be accompanied by a statement showing the period covered, the number of hours worked - regular and overtime - as well as deductions. Night shift workers to be paid by end of Thursday's shift.
- 7:02 The wages of employees are set forth for the various classifications in Schedule A attached to and forming part of this Agreement.
- 7:03 Should other classifications within the bargaining unit be created, the rates for same shall be agreed to with the Union and shall thereafter become part of Schedule A. Should the parties be unable to agree on a rate of wages, the matter may be referred to arbitration under Article 17 hereof.

Article 8 - Preservation of Rates

- 8:01 Should an employee be temporarily transferred to a position carrying a higher rate of pay than their regular job, they shall be paid the rate for the higher paid job.
- 8:02 Should an employee be temporarily transferred to a position carrying a lower rate of pay than their regular job, they shall be paid their regular rate of pay provided there is work available at the time in their regular position.

Article 9 - Hours of Work

- 9:01 The workday shall start at 12 midnight and end 24 hours later. The regular shift shall not be more than forty (40) hours per week over any six (6) of seven (7) days and not more than eight (8) hours per day, Sunday to Saturday, provided always, that nothing in this clause shall limit the ability of the Employer to schedule shifts in accordance with its production requirements. This shall not be a guarantee of work for

any number of hours.

9:02 Employees shall be entitled to one (1) day off work per week. Employees will have to notify the company by noon on Tuesday if they wish to opt out of this option.

9:03 Work shall be scheduled as the availability of product dictates.

9:04 Normal meal periods shall be one (1) hour but may be reduced to one-half (1/2) hour with mutual consent of the vast majority of employees affected.

9:05 (a) Each employee shall be allowed, without loss of pay, two (2) rest periods at each half shift provided that not less than two (2) hours are to be worked.

When an employee is likely to work nine (9) hours consecutively, but less than ten (10) hours, they shall be given an additional fifteen (15) minute rest period after eight (8) hours of work.

After working eight hours, employees will receive a 15-minute break for every two (2) hours worked.

(b) It is expressly understood and agreed that all employees shall be expected to make all necessary use during any rest period of toilet facilities in order to ensure that absence from duty during working periods will only occur in the case of real necessity.

(c) All employees shall be required to be ready to commence work at the expiration of a rest period. To ensure this attendance a back to work signal will be rung twelve (12) minutes after the commencement of the break and then at the fifteenth (15th) minute to denote the recommencement of work. Any employee who is required to work more than three (3) hours without a break, at the end of the shift will be paid an extra fifteen (15) minutes.

9:06 Employees shall not be required to suspend work during regular hours in order to equalize or absorb overtime.

9:07 All hours used for the calculation of entitlement to overtime must be

hours actually worked by employee.

- 9:08 Employees reporting for their regular shift shall be paid a minimum of three (3) hours pay at the appropriate rate, or for the number of hours the Company requires them to standby, whichever is greater.
- 9:09 Employees called back to work outside their regular hours shall be paid a minimum of three (3) hours at the appropriate rate, except for employees required to perform bait services will be paid one (1) hour or time worked, whichever is greater.
- 9:10 The normal schedule for refrigeration engineers shall be a shift basis, Monday through Sunday, consisting of one eight (8) hour day and four twelve (12) hour days for a total of fifty-six (56) hours averaged over a four week cycle. Overtime is only to be paid for hours in excess of fifty-six (56). The chief engineer shall be expected to work a regular shift.

Article 10 - Overtime

- 10:01 All hours worked after forty (40) hours per week shall be at the rate of time and one half (1.5) the employee's rate.
- 10:02 The employer shall be entitled to require all employees to provide up to fourteen (14) hours overtime availability in order to ensure efficient operation of the plant. Any employee declining overtime shall be required to give a reasonable justification for not being available.
- 10:03 The employee will rotate day and night shift with the approval of the employer. The employee may change shifts. Approval can be withheld in the event that an employee is needed to satisfy production requirements.
- 10:04 When overtime is to be worked and subject to production requirements and the employee's availability, overtime shall be distributed equitably among employees in the classification.

Article 11 - Holidays

11:01 All employees who:

- (a) Have worked their last scheduled workday prior to and their scheduled workday following the holiday unless absent due to sickness, accident bereavement or other just case permitted by the company and;
- (b) Are in good standing on the seniority list;

shall be entitled to pay for a regular shift as straight time (in addition to any monies received for hours worked) on each of the following holidays:

- (i) Good Friday
- (ii) Canada Day
- (iii) Labour Day
- (iv) Armistice Day
- (v) Christmas Day
- (vi) New Year's Day

11:02 If any of the abovementioned holidays fall on a Sunday, the day proclaimed in its stead shall be observed.

11:03 An employee who works on any of the abovementioned holidays shall be paid at their regular rate for all hours worked in addition to their holiday pay.

11:04 Employees will not be entitled to holiday pay if on layoff for more than thirty (30) working days.

Article 12 - Vacation

12:01 The vacation year shall be January 1st to December 31st.

- 12:02 (a) All employees with less than fifteen (15) years of seniority will receive 4% vacation pay.
- (b) All employees with more than fifteen (15) years of

seniority, but less than twenty (20) years seniority, will receive 6% vacation pay.

- (c) All employees with twenty (20) years or more seniority will receive 7% vacation pay.

12:03 Time accumulated while on layoff shall not be calculated or taken into account for calculating the length of service for the purpose of this article.

Article 13 - Safety

13:01 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.

13:02 Legislation - The parties recognize all provisions and existing legislation related to occupational health and safety.

13:03 The OHS Committee will meet monthly and at the end of each season.

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

The Employer will provide the Union with a copy of the employees who have received OHS mandatory training.

The plant Health and Safety Committee will:

1. Review and make recommendations concerning any unsafe conditions and the stoppage of any unsafe work;
2. Review and make recommendations concerning all chemical applications within the plant;
3. Review and make recommendations for Health and Safety training and education;
4. Review and make recommendations on environmental test results.

13:04 It is agreed that a Union representative has the right to be involved in any fatality investigation. The Company will provide the Union Chairperson with written confirmation that Form 7 is sent to WHSCC.

13:05 Fire emergency drills will be carried out on Company time once a year.

13:06 The plant shall be provided with a properly equipped first aid area.

13:07 Two (2) members of the Committee, one from the bargaining unit and one from management, shall be designated by the Committee to make tours of the entire plant checking for unsafe conditions or practices. Frequency of the tours shall be determined by the Committee.

13:08 There will be monthly inspections including 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. First Aid inventory will be provided to the Union Chairperson.

13:09 The Safety Co-chairperson or their designate shall accompany the Department of Labour Safety Inspector when inspections are made.

13:10 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.

- 13:11 When the first aid attendant directs employees who have been injured on the premises to a hospital or clinic for treatment, the Company will continue to pay such employees to the end of their regular shift. Employees who are released and fit to return to work are expected to return to work.
- 13:12 In the event that the plant is evacuated due to a severe ammonia leak, employees shall remain on pay within regular hours as required by the Company or until released. Work shall resume as required by the Company when conditions are acceptable.
- 13:13 The Company will provide a defibrillator for the production area.

Article 14 - Seniority

- 14:01 In matters concerning layoff, rehiring, transfer and promotion of employees, the Company shall select individuals on ability and seniority and where ability is sufficient to perform the required duties, seniority shall govern.
- 14:02 Seniority shall be recorded on a plant-wide and classification basis. For a layoff not lasting more than one (1) working day, seniority shall be applied by classification. For all other layoffs which extend beyond one (1) working day and for layoffs of casual work of a temporary nature for any period, the plant-wide seniority list shall apply.
- 14:03 A seniority list prepared by the Company shall be posted in the plant and a copy supplied to the Union within thirty (30) days following the signing of this agreement showing for each employee listed thereon (a) name, (b) classification, (c) employment date.
- 14:04 Such seniority shall be reviewed on the first day of June each year. Each employee shall be permitted a period of fifteen (15) days after the posting of the initial lists to protest in writing to the Company omission or incorrect posting affecting their seniority. All subsequent lists, or additions, shall be open to protest for a period of fifteen (15) days from date of posting, but if the seniority date is not protested within the prescribed time limit after the initial appearance of the

name lists, such date shall stand as correct and official on all subsequent lists.

- 14:05 Where an employee is on vacation, leave of absence, sick leave or laid off at the time of posting of the initial list, the employee may protest within fifteen (15) days after his or her return to work.
- 14:06 Where an employee is on a vacation, leave of absence, sick leave or laid off at the time of posting of the subsequent lists, the employee may protest within fifteen (15) days after his or her return to work.
- 14:07 New employees will be regarded as probationary for the first thirty (30) working days in a season, time worked in one season cannot be carried forward into another season in order to complete the probationary period. 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 the Agreement shall apply.
- 14:08 An employee shall retain and accumulate seniority while:
- (a) on sick leave, Workers' Compensation, pregnancy leave;
 - (b) on leave of absence for a period up to one (1) year;
 - (c) on leave of absence for Union business;
 - (d) if promoted outside the bargaining unit for the first time for a period of up to one (1) year;
 - (e) while on layoff, up to twenty-four (24) months
- 14:09 Employees shall lose all seniority if they:
- (a) are discharged for just cause;
 - (b) quit;
 - (c) fail to return to work within reasonable time when recalled after layoff; reasonable time shall be interpreted to mean three (3) days after employee has been notified. This may be six (6) days if employee is over fifty (50) miles away;
 - (d) are on layoff in excess of twenty-four (24) months.
- 14:10 When an employee transfers to a new classification, their seniority in

that new classification shall be from the initial date of hiring as it was in their former classification.

- 14:11 Vacancies and new positions of a permanent nature within the bargaining unit shall be posted on the plant bulletin board for five (5) working days with all members of the bargaining unit having the right to apply.
- 14:12 Employees on layoff will be responsible for providing the Company with notice of address and telephone number, and any subsequent changes. The Company shall be entitled to rely upon the address and telephone number shown upon its records.

Article 15 - Leaves of Absence

- 15:01 (a) The Company shall grant leave of absence without pay to an employee for reasons of Union activity or legitimate personal business including seeking and holding public office as a provincial MHA or federal MP.
- (b) When a member of the bargaining unit has been elected to the local town council, the employee 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. Payment for such leave shall be at the sole discretion of the Company.
- (c) All leaves of absence shall be requested in writing and approved and disapproved in writing by the Company. A request for leave of absence in writing is required for all absenteeism beyond three (3) days. Except as stated below, leave of absence for sudden and unforeseen illness, operation or accident shall be granted automatically to seniority employees without pay.
- 15:02 The Company shall grant female employees leave of absence without pay 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 further date following termination of pregnancy as is recommended by her physician. However, pregnancy leave of absence shall not exceed eighteen (18) months.

- 15:03 The Employer agrees to adhere to federal/provincial legislation regarding maternity and parental leave.
- 15:04 The Company shall grant a leave of absence without pay of up to a maximum of two (2) years to an employee for reason of bonafide 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.
- 15:05 When the employee requests a leave of absence for compassionate reasons, the employee shall be granted such leave in accordance with the following:
- (a) In the event of a death in an employee's immediate family, spouse, common-law spouse, child, parents, brother, sister, legal guardian, grandchildren, son-in-law and daughter-in-law, mother-in-law, father-in-law, grandparents, sister-in-law or brother-in-law, the employee shall receive three (3) days paid leave provided that the employee would otherwise have been working on those days.
 - (b) In the event of the death of an aunt or an uncle, the employee shall receive one (1) day leave with pay provided that the employee would have otherwise been working on that date.
 - (c) In the event of bereavement leave applying to Category 1 above where the funeral takes place outside the province and is attended by the employee, they shall receive an extra day leave with pay.

Article 16 - Grievance Procedure

- 16:01 (a) When an employee has a grievance alleging there has been a

violation or misrepresentation of the Agreement, the employee and/or a shop steward shall process such grievance without stoppage of work according to the following procedure.

(b) Grievances shall deal with violations of specific articles of this Agreement.

STEP 1: Discuss the matter, within three (3) days of becoming aware of the incident giving rise to the grievance, with the foreman concerned when they know or ought to have known, who shall give a decision thereon within forty-eight (48) hours.

STEP 2: If the grievance is not resolved by the foreman, the department steward, the chief steward or their designate alternate and the grievor shall meet with the foreman and the appropriate supervisor in an effort to resolve the matter. Such a meeting will be held within three (3) working days of the conclusion of Step 1 and the management representative will notify the chief steward, department steward and the grievor of the decision within forty-eight (48) hours.

STEP 3: If the response is not acceptable, then the grievance shall be put in writing, stating the nature of the grievance and the relief or remedy sought, and submitted to the plant manager or their 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 and/or the Company may be involved. The matter will be decided and a written reply given within seven (7) 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 within seven (7) days shall have the right to appeal the dispute to arbitration as herein provided.

16:02 The Union has the right to grieve on behalf of any employee or employees, including the right to claim compensation or damages on behalf of the employees.

16:03 Grievances arising directly between the Union and the Company shall be submitted at Step 3.

- 16:04 The Company agrees that when an employee is to be disciplined, which discipline will form part of the employee's record, they shall be accompanied by their steward. The employee and the shop steward may confer privately on the request of either of them. 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. An employee may request that the shop steward in their presence, leave the meeting referred to herein other than meeting at any step in the grievance procedure.
- 16:05 The time limits referred to in the foregoing grievance and arbitration procedure may be expanded or compressed by mutual consent and shall be considered directory as opposed to mandatory.
- 16:06 No grievance shall be lost through error in form or technical irregularity.

Article 17 - Arbitration

- 17:01 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.
- 17:02 The party desiring to submit a matter to arbitration shall deliver to the other party a notice of intention to arbitration. 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.
- 17:03 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.
- 17:04 If the parties cannot reach agreement on the selection of an arbitrator within five (5) days, then either party may request the Minister of Environment and Labour of the Province of Newfoundland to appoint an arbitrator.

- 17:05 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 decisions as soon as possible, but in no event longer than thirty (30) days following the hearing.
- 17:06 Whenever the incident causing the grievance includes a loss in earnings or a loss in benefits, the arbitrator is empowered to order that such loss in benefits, or part of such loss, shall be reimbursed or restored to the employee. In a disciplinary case, the arbitrator is empowered to order a reduced penalty.
- 17:07 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.
- 17:08 Either party shall be considered to have waived its right to raise preliminary objections to an arbitration proceeding unless it files advance notice of seventy-two (72) hours with the other party written reasons for such preliminary objections prior to the date of the arbitration hearing.
- 17:09 Each party shall pay its own costs and the fees and expenses of its witnesses. The fees and expenses of the arbitrator shall be shared equally between the parties.

Article 18 - General

- 18:01 It is understood and agreed that if circumstances arise for which no provision is made herein, the parties will use their best endeavors to adjust the matter, but work shall proceed under the existing practices of the Company pending settlement between the parties.
- 18:02 It is understood that this Collective agreement replaces agreements and understandings that may have been in effect by and between the parties hereto, and including the past practices of previous operators.
- 18:03 The Company agrees to pay to the FFAW/Unifor \$1,500.00 per year.

These monies are to be used for education and other programs of the FFAW/Unifor primarily for the benefits of employees of the Company

The above money will be remitted to the Secretary-Treasurer of the FFAW/Unifor on a quarterly basis and the Union shall inform the Company on quarterly basis of the programs carried out by the Union's use of these funds.

18:04 The Company agrees to recognize that workers sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. For this 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 absence can be linked to the abusive or violent situation. Absences which are not covered by sick leave or disability insurance will be granted as an absence with permission with pay to a maximum of 4 days.

18:05 The Company and the Union agree to the provision of a Women's Advocate position at each plant. This position shall be appointed by the Union. Advocates will receive the FFAW-Unifor Women's Advocate Training. The Company agrees to pay \$500 towards the training, per year. The Advocate will be granted time off for such training by the Company. The Women's Advocate will suffer no loss of pay or benefits while performing the duties of their role.

18:06 The Company will implement a Labour Management Committee which shall meet regularly.

The Company shall provide orientation at the beginning of each season. The agenda shall be developed in consultation with the Union.

The Company will develop a respectful workplace/harassment free program in consultation with the Union.

Article 19 - Harassment Based on Gender

19:01 The Company and the Union agree to take every reasonable action to eliminate sexual harassment in the workplace.

Article 20 - Amendment

20:01 Subject always to the right of determination, it is distinctly understood and agreed that the agreement is in no way to be regarded as being rigid or inflexible, but that it may be amended, altered or changed from time to time as may be agreed by and between the parties hereto then and only then, and such amendments, alterations, and changes when so agreed upon shall have full force and effect, and form part of this agreement immediately after it is so agreed upon. The rights of either of the parties hereto to seek amendment shall only arise after that party has given to the other party a thirty (30) day notice in writing stating clearly the matter or matters proposed to be amended together with the proposed amendment or amendments and the necessary meeting shall be held immediately after the expiration of the said thirty (30) day notice unless another day is mutually agreed upon.

In the event of any alterations, amendments, or changes being agreed to by both parties in writing then, and in such case only, shall this agreement be amended, altered or changed and shall thereafter continue in force as therein provided.

Article 21 - Duration

21:01 This Agreement shall come into effect as of January 1, 2025 and will remain in force until December 31, 2027 and from year to year thereafter unless notice is given by either party to the other within ninety (90) days next proceeding any anniversary date thereof for the purpose of renewing and ending or otherwise changing the agreement.

Notwithstanding the giving of notice to commence collective

bargaining as implied in the above paragraph, it is understood and agreed that the conditions established in this agreement shall remain in full force and effect until the negotiations for a new agreement until the requirements of the Labour Relations Act have been met.

Signing Sheet

IN WITNESS WHEREOF the parties hereunto affixed their Seals and Signatures this

13th day of May, 2025.

Signed on behalf of:

**Notre Dame Seafoods Inc.
Comfort Cove**

[Signature]

In the presence of:

[Signature]
(Witness)

Fish, Food & Allied Workers (FFAW/Unifor)

[Signature]
[Signature]
[Signature]

In the presence of:

[Signature]
(Witness)

SCHEDULE "A"

Classifications and Wages

Category	Classification	Jan 1/25	Jan 1/26	Jan 1/27
Category 1	Sorters, Washers, Graders, Weighers, Packers, Box Makers, General Inside Labour, General Outside Labour, Weighmasters, Cutters, Freezer Crew, Cold Storage, Offal Disposal, Line Attendants, Janitors	\$19.45	\$20.05	\$20.65
Category 2	Butchers, Forklift Operators	\$19.55	\$20.15	\$20.75
Category 3	Engineers	\$24.25	\$24.85	\$25.45
Category 4	Maintenance Assistant	\$21.05	\$21.65	\$22.25

Note 1: The Company agrees to contribute \$500.00 per year into the Women's Advocacy Program.

Note 2: Lead Hand \$0.25 above classified rate

Note 3: Casuals minimum wage plus \$0.25

LETTER OF UNDERSTANDING

April 2022

Notre Dame Seafoods Inc.
Comfort Cove/Newstead
Newfoundland & Labrador

Attention: Greg Eveleigh

Dear Mr. Eveleigh:

It is expressly agreed between the parties that the appropriate number of gloves and aprons will be investigated and determined by the Employer in consultation with the Union. Further changes to the contract regarding the numbers of aprons and gloves resulting from the investigation will require mutual agreement.

LETTER OF UNDERSTANDING

March 2025

Notre Dame Seafoods Inc.
Comfort Cove/Newstead
Newfoundland & Labrador

Attention: Greg Eveleigh

Dear Mr. Eveleigh:

It is expressly understood during collective bargaining the employer would explore options to create a Union office for the local committee.

