



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

**Collective Agreement**

**between**

**Barry Group Inc.  
Burgeo, Newfoundland**

**and**

**Fish, Food & Allied Workers  
(FFAW-Unifor)**

**Effective**

**April 15, 2017**

**to**

**April 14, 2021**

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## **Article 1 – Purpose**

- 1:01 It is the intended purpose of the parties hereto that this agreement will promote and improve industrial and economic relations between the Company and its employees

## **Article 2 – Recognition and Bargaining Unit**

- 2:01 The Company recognizes the Union as the sole Collective Bargaining Agent for employees situated at Burgeo, Newfoundland excluding Supervisors and above.
- 2:02 The terms and conditions of this Agreement shall be binding upon the Company, its officers and employees; upon the Union, its officers, employees 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 with the necessary skill and ability who are available to perform the work.

## **Article 3 – Union Security**

- 3:01 The Company agrees to notify all employees of the existence of the Union in the plant and all employees who at the date of signing of this Agreement were members of the Union and any new employees covered by this Agreement shall become members of the Union as a condition of employment and shall maintain their membership in the Union. Upon hiring, each new employee shall be introduced to the appropriate Union officer and be issued with a copy of the Collective Agreement.
- 3:02 Employees will be required to pay regular monthly union dues as a condition of employment. Union dues will be deducted on a weekly basis, with the total amount deducted for the year being shown on each employee's T4 slip.

- 3:03 Employees upon being hired by the Company shall sign a written authorization for the Company to deduct Union dues and other Union assessments. The Secretary – Treasurer of the Union will advise the Company in writing of the amount to be deducted, and the Company will transmit the amount to the office of FFAW- Unifor in St. John’s, Newfoundland along with an alphabetical list of the names of those from whom the deductions were made by the 15<sup>th</sup> day of the month following the month in which the deductions were made.
- 3:04 The Company agrees to correct errors in collection of Union dues as required under Clause 3:02, where such errors are brought to the attention of the Company within a reasonable period of time.
- 3:05 Persons excluded from the bargaining unit shall not perform work done by classifications covered by this Agreement except for the purpose of demonstration or instruction, or in the event no member of the bargaining unit can be made available, or if no member of the bargaining unit is capable of performing such work.
- 3:06 The Company agrees that no employee shall be asked or permitted to make any verbal or written agreement that may be in conflict with the provisions of this Agreement.
- 3:07 The Company will notify the Union prior to employees being dropped from the seniority list.

#### **Article 4 – Union Representation**

- 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 the Company’s management in matters pertaining to the proper administration of the Agreement during its term and to negotiate a renewal of the Agreement upon its termination.
- 4:02 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, and during such absence vacation

and seniority rights shall continue to accumulate. Such permission shall not be unreasonably withheld.

- 4:03 A staff representative or other official representative employed by the Union may enter upon the premises of the Company during working hours to conduct necessary Union business. The Union representative shall first notify management of his/her presence and indicate the nature of his/her business and he/she shall not disrupt Company operations.
- 4:04 Union officers will be permitted to leave their regular duties during working hours with no loss of pay in order to deal with local Union administration of the Collective Agreement provided they first obtain permission of the management. Such permission shall not be unreasonably withheld.
- 4:05 No discrimination will be exercised in employment, retention, or working conditions of an employee by reason of his/her membership in the Union or on the basis of sex, sexual preference, colour, age, religion or political affiliation.
- 4:06 The Union will, wherever possible, avoid holding general Union meetings during working hours. When an emergency requires the calling of a meeting during working hours, the Union shall notify management as early as possible in advance, whose permission shall not be unreasonably withheld, unless volume and/or quality of fish necessitates same.
- 4:07 The Company has the right to review an employee's work performance with an employee, without Union representation, providing it will not result in disciplinary or discharge action.
- 4:08 The Company recognizes an employee's right to Union representation during any disciplinary action that could result in future discharge of an employee.

## **Article 5 – Management Rights**

- 5:01 Management shall retain all rights not specifically taken away by this Agreement provided that such rights do not conflict with the provisions of this Agreement and are exercised in a fair and equitable manner.

5:02 The Company may from time to time establish reasonable rules and regulations governing employees covered by this Agreement. The rules shall not be in conflict with any provisions of this Agreement. Alterations and amendments will be discussed with the Union before posting.

## **Article 6 – Strikes and Lockouts**

6:01 During the term of this Agreement there shall be no lockout, strike, sit down, suspension or slowdown of work. Nor will employees or management personnel take part in any such activities.

6:02 No employee covered by this Agreement shall be required to cross a picket line where a legal strike is in effect except in cases where arrangements are made to the contrary between the Company and the Union.

6:03 In the event of a legal dispute (strike or lockout), the Union agrees to give the Company seven (7) days notice of intention to strike. The Company agrees to give the Union seven (7) days notice of its intent to lockout.

6:04 The Union agrees, in the event of any strike or cessation of work, it will meet to discuss the maintenance of essential services such as heating and refrigeration so as to avoid any deterioration of any building, equipment or products. This clause is null and void if the Company attempts to operate the plant with non-union labour.

6:05 Notwithstanding the above no employee shall be required to cross a picket line at the premises of any other employer, or engage in work which involves the processing, handling or transportation of any goods which have been shipped or diverted from any premises where there is a dispute between a company, shipper or his agent or forwarder and any outside union performing similar work to that of being performed by the members of this Union which is a party to this Agreement.

## Article 7 – Grievance Procedure

- 7:01 If an employee of the Union alleges a violation of this Agreement, then the employee shall inform the Supervisor and Department Steward no later than five (5) working days after the incident of the basis of the grievance, but the Union shall inform such level of management as it is appropriate in the circumstances.
- 7:02
- Step:1 Between the steward, with or without the aggrieved employee, and the supervisor of the department in which the employee works. The supervisor shall inform the Department Steward and the employee of the disposition of the grievance within one (1) working day after the matter was brought to the supervisor's attention.
- Step: 2 If the disposition by the supervisor is not acceptable, the Plant Chairperson/Chief Shop Steward and Department Steward, with or without the aggrieved employee, shall meet within three (3) working days with the supervisor, the Production Manager and/or Plant Maintenance Manager in an effort to resolve the matter. The management representative shall advise the Plant Chairperson/Chief Shop Steward, Department Steward and the aggrieved employee of the disposition of the grievance within two (2) working days thereafter.
- Step: 3 If this response is not acceptable, the the grievance shall be put in writing and submitted, within three (3) working days, to the Plant Manager who shall call a meeting within three (3) days in an effort to resolve the matter. At this stage, the Plant Chairperson, or such other representative of the Union as may be designated, may be called in by the Union. The Company may call in any designated representatives also. The matter will be decided and a written reply given within three (3) working days of the meeting.



- 7:03 The National Representatives may be present at all steps referred to in this article if so desired by the Union.
- 7:04 If the Union is not satisfied with the disposition of the grievance by the Company, then the matter in dispute may be submitted to Arbitration in accordance with the provisions of this article.
- 7:05 Meeting of the Company and the Union representative to discuss a grievance will be held at a time suitable to the operation of the business. This will be done by arrangement between the Manager and the Chief Steward or Plant Chairperson of the Union.
- 7:06 The time limits specified herein shall be deemed to be exclusive of Saturdays, Sundays and plant holidays, and may be extended by mutual consent of the parties. This provision shall apply only to Arbitration.
- 7:07 The Company or the Union may refer any complaint or question it may have regarding the administration, interpretation or violation of this Agreement to the other party for clarification. If such matters are not settled to the mutual satisfaction of both parties, either party may refer the matter to Arbitration.
- 7:08 The Company and the Union recognize that the most effective method of reducing the number of grievances and arbitrations is through good Management Labour relations within the plant. Both parties commit themselves to work towards this end during this contract. To this end the two parties agree to attempt to resolve any disputes through the grievance mediation process whenever possible rather than having to resort to arbitration. The Company and the Union understand the purpose of this clause is to reduce the need for the use of the arbitration process but neither party is foregoing to its right to use arbitration should all other efforts fail to resolve a dispute between the two parties.
- 7:09 In recognition of the importance of having matters in dispute resolved as quickly and expeditiously as possible, the Company and the Union agree to cooperate and work jointly on ensuring a more effective application of the disputes procedure under the Collective Agreement. This activity shall include the following:

- :01 Ensuring grievances are filed not later than five (5) working days after the incident.
- :02 Responses by the Company at each step of the grievance procedure are adhered to and referrals by the Union to the next step are not delayed.
- :03 The implementation of accelerated arbitration hearings for those grievances that cannot be resolved under the grievance procedure and through grievance mediation. 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.
- :04 The parties will endeavor to, as far as is practically possible, and without prejudicing their position at arbitration, agree on the facts prior to arbitration and will, where possible, proceed by way of stated case.
- :05 The parties also agree that 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 also agree where warranted, to accept oral judgements and decisions subject to the right of either party to request a subsequent written award.

## **Article 8 – Arbitration**

- 8:01 Any grievance or other 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 therein, be referred by either party to arbitration. A single arbitrator shall be selected and act as hereinafter provided.
- 8:02 Within fourteen (14) days of the last step in the Grievance Procedure as outlined in Article 7, the party desiring to submit a matter to arbitration shall deliver to the other party a notice of

intention to arbitrate. The notice shall state the matter at issue and shall state in what respect the Agreement has been violated or misinterpreted. This notice shall also stipulate the nature of the relief or remedies sought.

- 8:03 Within ten (10) days after the date of delivery of the foregoing notice, the party initiating arbitration shall notify the other party of the name of the suggested arbitrator. The other party must advise of their agreement or disagreement of the selected arbitrator within ten (10) days of receipt of this notification.
- 8:04 In the event the parties fail to agree on the appointment of an arbitrator, the Minister of Advance Education, Skills and Labour of the Province of Newfoundland and Labrador shall be requested to appoint an arbitrator.
- 8:05 After the arbitrator has been selected, the arbitrator will meet with the parties and hear the evidence of both parties and render a decision within twenty-one (21) days after the completion of taking evidence.
- 8:06 The time limits specified herein shall be deemed to be exclusive of Saturdays, Sundays and plant holidays, and may be extended by mutual consent of the parties or by the arbitrator.
- 8:07 The decision of the arbitrator shall be final and binding on both parties providing he does not subtract from, alter or amend this Agreement in any respect.
- 8:08 Each party shall pay its own cost and the fees and expenses of witnesses called by it and of its representatives. The fees and expenses of the arbitrator shall be shared equally between the parties.
- 8:09 The arbitrator shall have the authority to modify or substitute any penalty imposed by the Company.
- 8:10 At the start of arbitration, with both parties agreeing to proceed to arbitration, no technical objection will be presented to either party to stop proceedings.

## Article 9 – Seniority

- 9:01 Seniority shall be the amount of time accrued within the bargaining unit, and service shall be the amount of time spent in the employ of the Company from date of last hire.
- 9:02 A person hired into the bargaining unit shall serve a probationary period of thirty (30) workings days and shall have their seniority adjusted back to their first day worked in the original thirty (30) day period.
- 9:03 Layoffs - Short and Long Term
- :01 The Company shall provide employees five (5) workings days notice of any lay-off exceeding seven (7) calendar days or payment in lieu of, provided the lay-off is not caused by some incident or “Act of God” which the Company could not have been reasonably expected to anticipate.
- :02 In matters concerning lay-off, recall, the Company shall select individuals as hereinafter provided on the basis of seniority and ability and where ability is sufficient to perform the required duty, seniority shall govern.
- i) for lay-offs of three (3) days or less departmental seniority shall apply;
  - ii) for lay-offs greater than three (3) days, including any interruptions of work due to temporary work shortages, plant or divisional seniority shall apply.
- 9:04 Recall
- :01 Recall to an employee’s regular shift from lay-off shall be in accordance with seniority, skill and ability. Recall to a shift other than an employee’s regular shift shall be in accordance with seniority, skill, ability and availability. When an employee is recalled to a department other than their own, upon completion of successful training, the employee becomes a permanent member of that department. The employee will have a one-time option to

revert back to their original department when a permanent vacancy becomes available in that department.

- :02 Failing contact by telephone, notification of recall shall be by registered mail to the mailing address of the employee. It is the responsibility of the employee to ensure the Company has the proper mailing address and telephone number.

#### 9:05 Loss of Seniority

Seniority and service shall be terminated for any of the following reasons:

- :01 an employee voluntarily quits the employ of the Company;
- :02 an employee is discharged for just cause and such discharge is not overturned;
- :03 an employee retires from the employ of the Company;
- :04 an employee is absent from work for five (5) consecutive working days without a satisfactory reason presented to the Company;
- :05 an employee fails to notify the Company within five (5) working days from the date of receipt of a recall notice unless said employee is able to provide a satisfactory reason to the Company;
- :06 an employee leaves the bargaining unit for another position with the Company and does not return prior to one (1) year from date of leaving the bargaining unit; and/or
- :07 when an employee with three (3) years, or more, seniority is laid off and not recalled within three (3) years from date of lay-off; or an employee with less than three (3) years seniority is not recalled within one (1) year from date of lay-off.

#### 9:06 Posting of Seniority List

- :01 Seniority lists shall be posted twice each calendar year (January 1<sup>st</sup> and July 1<sup>st</sup>). Employees who are in disagreement with their seniority date shall notify their Supervisor and Shop Steward within ten (10) calendar

days of such posting. The Plant Chairperson shall be provided with a copy of the master seniority list as well as the departmental seniority list prior to the January 1<sup>st</sup> and July 1<sup>st</sup> postings.

- :02 When an error in an employee's seniority date is discovered and adjusted, it will be without penalty to the Company
- :03 When department seniority lists change due to bumping, death, dismissal, etc. the Company will post a new departmental seniority list for that particular department. It is the employee's responsibility to inquire about how this change pertains to them.

9:07

Job Postings

- :01 When a permanent vacancy occurs it will be posted for a period of five (5) working days throughout the plant, at each of the appropriate locations. The successful applicant will be the most senior employee from the plant, who applied, that has the ability to perform the work.
- :02 The subsequent vacancies resulting from the filling of the original vacancy shall be posted to a maximum of two (2) additional postings. Each posting shall be posted for a period of three (3) working days and filled in accordance with the provisions in Article 9:07:01.
- :03 Should the successful applicant be unable to perform the work, they will be returned to their previous job and the next most senior applicant shall be granted the posting. Such a determination must be made within twenty (20) calendar days from the date the employee started the posted job. The successful applicant will have thirty (30) days to return to their previous position, provided that position has not been filled or has not become redundant.
- :04 An applicant shall only be permitted to accept one (1) posted job in a six (6) month period.

9:08

If an employee's position becomes redundant and the employee has to exercise his/her seniority within the bargaining unit, it is understood that if his/her old job should re-open within two (2)

years of it being declared redundant, such employee will have the first option to return to his former position.

9:09 In the event of a lay-off of more than one employee with equal seniority, the lay-off will be based on the date of the signing of the union membership application. Where seniority is equal and ability sufficient the same procedure is to be used in filling job postings. The Union will supply the Company with the list of dates upon completion of negotiations and maintain it as required.

## **Article 10 – Leave of Absence**

10:01 Union Leave of Absence

The Company shall grant a leave of absence without pay to an employee for reasons of Union activity providing that such leave can be arranged so as not to interfere with the regular operation of the Company. Such leaves of absence will not be unreasonably denied.

10:02 Bereavement Leave

In the event of a death of an employee's spouse, common-law spouse, child, father, mother, grandchild, mother-in-law, father-in-law, step-child, brother, sister, grandparent, step-parent, legal guardian, or a relative of the employee who permanently lives in the employee's household, such employee shall receive three (3) working days bereavement leave without loss of regular pay. In the case of other step-relations, the three (3) days shall be one (1) day. An employee must take the bereavement leave within five (5) days from the date of death and such days off by must be consecutive.

:01 For deaths of immediate members of the family which occurs out of province, an additional one (1) day with pay shall be granted, but in case, employees requesting time off in excess of the aforementioned provision, shall be granted up to five (5) additional working days without pay. This is subject to the employee attending the funeral.

10:03 Maternity Leave

The Company shall grant leave of absence to an employee because of pregnancy. Such leave shall commence upon written request from the employee's physician or when the duties of such employee cannot reasonably be performed. The employee shall be eligible to return to work upon presentation of a medical certificate satisfactory to the Company denoting the employee's fitness for work.

10:04 Leave of Absence

- :01 The Company may grant a leave of absence to an employee for reasons of Union activity or legitimate personal business. Such leaves of absence shall not be unreasonably refused.
- :02 The Company may grant a leave of absence without pay or benefits to employees for upgrading of skills and technical courses related to an employee's classification within the plant. Such leave will be for periods not to exceed two (2) years. Where an employee is taking a course which required three (3) years to complete employees will be granted an additional year of leave. 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.

10:05 The Company shall grant a leave of absence up to a maximum of one hundred and four (104) weeks to an employee for reasons of a bona fide illness (to be reviewed after fifty-two (52) weeks). It is understood that such leaves of absence may be extended by mutual consent of the Company and Union.

10:06 Payments for leaves under clauses 10:02 and 10:02:01 will be made in respect of days on which the employee was scheduled to work and did not as a result of bereavement leave.



## **Article 11 – Vacations**

- 11:01 All employees will receive vacation pay on each pay cheque at a rate of five percent (5%) of their weekly earnings.
- 11:02 Employees will still be granted vacation time in accordance with the following:
- 0 – 1 year of service one (1) day vacation for each full month worked.
- |                          |                          |
|--------------------------|--------------------------|
| 1 – 5 years of service   | Two (2) weeks vacation   |
| 5 – 13 years of service  | Three (3) weeks vacation |
| 13 – 25 years of service | Four (4) weeks vacation  |
| 25+ years of service     | Five (5) weeks vacation  |
- 11:03 A maximum of ten percent (10%) of the employees in any department will be entitled to vacation time at any one time. Vacation time will be granted one (1) week at a time per employee, and a month's notice must be given to the Company. If too many employees request the same vacation dates then seniority shall prevail.
- 11:04 Employees working on shift schedules, shall have their vacation days off in accordance with their present schedules or as may be mutually agreed upon at the local level.
- 11:05 When a holiday(s) occurs during an employee's vacation such employee may extend their vacation by said day(s). The employee will not receive pay for the holiday while on vacation, whether they extend their vacation for the holiday(s) or not. The employees Supervisor must be notified prior to the employee taking their vacation, of their choice, regarding the holiday.

## **Article 12 – Holidays**

- 12:01 The following holidays shall be paid at eight (8) hours pay times an employee's regular rate of pay or if an employee's normal

scheduled day is greater than eight (8) hours, at the appropriate number of hours:

New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Memorial Day	Christmas Day
Canada Day	Boxing Day
Labour Day	

12:02 If any of the above mentioned holidays fall on a Saturday or Sunday, they shall be observed on the day and date proclaimed by the Provincial Government.

12:03 To qualify for the above holidays, an employee must have completed the probationary period as set out in Article 19:03 and in accordance with the following:

:01 an employee must work in the week immediately prior to the holiday.

:02 An employee who is absent owing to accident or sickness within sixty (60) days or less over any one of the aforementioned holidays, will qualify for the holiday providing Article 12:03:01 would have been met had he/she been available.

12:04 Employees working on a holiday shall be paid their normal days pay as described in Article 12:01 and time and one half (1 ½) for all hours worked.

### **Article 13 – Hours of Work**

13:01 The regular hours of work shall be forty-eight (48) hours per week consisting of six (6) days of eight (8) hours per day Monday through Saturday. The workday shall start at 12:00am (Midnight) and end twenty-four (24) hours later.

13:02 Rest periods shall be fifteen (15) minutes paid period before lunch and fifteen (15) minutes paid period after lunch. At the

expiration of the rest period employees shall be at their post in readiness to commence work.

- 13:03 A fifteen (15) minute paid rest period will be provided upon completion of two (2) hours of overtime worked beyond the regular shift.
- 13:04 Employees working in departments where the operations of machinery and equipment must be maintained on a continuous basis shall be allowed a rest period during the shift, but it will be taken at the place of work for a period of time as outlined above.
- 13:05 Employees shall be granted five (5) minutes upon completion of an eight (8) hour shift for the purpose of personal clean up.
- 13:06 Lunch breaks shall be without pay and shall be one-half (1/2) hours or one (1) hour, whichever is agreed upon at the local level.
- 13:07 The regular hours of work during production will be 8:00am to 4:00pm, Monday to Saturday. The regular work hours during non-production will be 8:00am to 4:30pm, Monday through Saturday. Work outside regular hours will be voluntary.

## **Article 14 – Overtime**

- 14:01 Overtime work may be scheduled as required and if added to a regular shift will not exceed three (3) hours unless agreed by the employee. If more than three (3) hours overtime is required than it will be at the discretion of each employee if he/she will work beyond three (3) hours.
- 14:02 Overtime shall be offered on a voluntary basis and shall be distributed in a fair and equitable manner amongst those persons in the department who are capable of performing the work.
- 14:03 All work outside of a regular shift or normal work week will be considered as overtime and will be paid at the rate of one and one half (1 ½) times base rate except as modified hereafter.
- :01 One and one half (1 ½) times base rate for all hours worked in excess of eight (8) per day.

- :02 For applicable wage rates (those with base-rates less than one and one half (1 ½) times minimum wage) one and one (1 ½) times minimum wage for all hours up to and including four (4) hours and one and one (1 ½) times base rate for all hours worked in excess of four (4) hours on Saturday.
- :03 One and one half (1 ½) times base rate for all hours worked on Sundays.
- :04 One and one half (1 ½) times base rate for all hours worked in excess of one hundred and seventy-six (176) in a four (4) week cycle, for boiler and refrigeration operators working by shift work.

14:04 Employees who work to such an hour so as not to receive ten (10) hours rest between shifts shall be paid one and one half (1 ½) times base rate for the number of hours their rest period was less than ten (10) hours for the hours worked from the commencement of their next regular shift. Employees may opt to take up to then (10) hours rest before again commencing work by advising their supervisor. This is to be computed on his or her regular hours of labour or waiting time on the morning on which it occurs and shall not in any way prejudice working time on that day.

14:05 There shall be no pyramiding of overtime or other premium pay.

### **Article 15 – Report and Call Out Pay**

15:01 Report notice is for the purpose of advising employees if work is available for their normal scheduled shifts and shall be in accordance with the following procedures:

- :01 A call out message will be placed on a code-a-phone by 2:00pm each day (for the night and midnight shift information) and 7:00pm each day (for the day shift information) indicating the number of employees required to work in their respective departments. This message will also state start times by department. The telephone

number of the code-a-phone will be posted on the plant bulletin board.

:02 Production employees will be assigned a departmental/classification number based on seniority so as to enable them to identify the number of persons required for the normal shift.

15:02 Employees who report to work on their regular shift, unless previously notified not to report, shall be paid a minimum of four (4) hours report notice pay at the appropriate rate.

15:03 Employees who are called back to work after the completion of their shift or prior to their shift start, shall be paid at the appropriate straight or overtime rate for the time worked, but shall be guaranteed a minimum of four (4) hours. The Company can request the employee to stay on the premises for the entire call-in, even after the job is complete.

## **Article 16 – Temporary Assignments**

16:01 Employees on temporary assignment shall be paid their regular rate of pay, unless they are working in a higher paid classification, which they shall receive the higher rate of pay for all hours worked.

16:02 Employees assigned temporarily to perform work in a classification paying a lower rate than their own shall be paid their regular rate of pay.

16:03 Long term temporary assignments are periods of time by which the Company may replace an employee who is absent due to sickness, injury, vacation or leave of absence as provided for in Article 10.

16:04 When a temporary person is hired to replace a temporary absence, they shall be laid off upon the return of the absent employee.

16:05 Temporary employees shall not be used to defeat job postings for permanent vacancies.

- 16:06 Employees who are on temporary assignments shall be entitled to complete the temporary assignment providing they do not affect the hours of regular employees of that department.
- 16:07 Offering it to the most senior employee from another department who is not working will fill temporary vacancies in a department. If no senior employee wants to take the temporary assignment then the most junior employee, who has sufficient ability to perform the work, will be transferred by the Company.

### **Article 17 – Occupational Health & Safety**

- 17:01 The Company and the Union recognize the importance of safety in the workplace. It is the intention of both parties to achieve and maintain, through mutual cooperation, the highest standards in all areas affecting the health and safety of plant employees.
- 17:02 Legislation – The parties recognize all provisions and existing legislation related to Occupational Health and Safety.
- 17:03 There shall be a plant Health and Safety Committee established at the plant comprised of three (3) plant employees nominated by the Union and three (3) representatives from Management, chosen by the Company. This Health and Safety Committee will 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 and Company. The Safety Committee shall be responsible for setting the time and place of Safety Committee monthly meetings.
- 17:04 The Plant Health and Safety Committee will:
- :01 review and make recommendations concerning any unsafe conditions and the stoppage of any unsafe work;
  - :02 review and make recommendations concerning all chemical applications in the plant;

- :03 review and make recommendations for Health and Safety training and education; and
- :04 review and make recommendations on environmental test results.
- 17:05 It is agreed that a Union Representative has the right to be involved in any fatality investigation.
- 17:06 The plant will be properly equipped with First Aid equipment. A qualified First Aid Attendant will be available.
- 17:07 Two (2) members of the Plant Health and Safety Committee shall be designated by the Committee to make tours of the entire plant, checking for unsafe conditions or practices. The Committee will determine frequency of the tours.
- 17:08 The Safety Co-Chairperson or their designate shall accompany the Department of Labour Safety Inspector when he/she makes their inspections of the plant.
- 17:09 In the event that the plant is evacuated, 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 to the Occupational Health and Safety Committee. An air sampler provided by the Company that meets Department of Labour standards would be used to monitor the conditions.
- 17:10 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 obligated to return to work or forfeit pay.
- 17:11 The Company shall designate a particular vehicle to be used in case of emergencies.

## **Article 18 – General Provisions**

- 18:01 No Discrimination
- The Company and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee be reason of age, marital

status, sex, race, creed, colour, national origin, political or religious affiliations, nor by reason of union membership or activity.

18:02 Technological Change

In keeping with the Company's policy of having employees informed as much as possible and practical, the Company agrees to communicate and discuss with the Union on technological change. Every attempt will be made to place employees whose jobs may become redundant due to technological change, and where employees cannot be placed, the Company will provide the maximum notice possible of any impending lay off. In any case, the Company and the Union shall meet at least thirty (30) days prior to the implementation of any technological changes, which would affect the jobs of bargaining unit members.

18:03 Employee Assistance

The Company recognizes that problems such as physical illness, marital and/or family problem, financial difficulties and alcohol and drug misuse cause job performance problems and affect productivity in the workplace. The Company will endeavor to assist employees who may be experiencing any of these personal problems.

18:04 Letters of Understanding

A Letter of Understanding negotiated between the Company and the Union shall be deemed to form part of this Agreement as if it had been incorporated herein, for the period of time as indicated in the letter. A Letter of Understanding shall be identified by a heading and a number and must be signed by representatives of both parties at the National and Corporate levels.

18:05 Copies of Agreement

As soon as possible, the Company and the Union will agree to a final draft of the Collective Agreement. The Company shall be responsible for the preparation and printing of the Agreement. The cost of printing shall be divided equally between the Company and the Union.



18:06 Union/Management Meetings

It is recognized that meetings between the Company and the Union are essential to the maintenance of good employee/employer relations and the establishment of mutual confidence and trust. Attendance at these meetings by local plant representatives shall be with pay. Labour/Management meetings, consisting of the Union Executive Committee and Management, will take place whenever the parties deem necessary. These meetings will be to promote better communications, mutual respect, understanding between the Company and its employees and to solve any outstanding issues.

### **Article 19 – Classifications and Wages**

- 19:01 There shall be a separate Scheduled 'A' listing job classifications and wage rates and such schedule shall be attached and form part of this Agreement.
- 19:02 When a new classification or new job is established during the term of this Agreement, the rate for such new classification or job will be negotiated.
- 19:03 New employees will be considered probationary during their first thirty (30) working days, and will be paid forty (40) cents per hour below the established rates for their job classification.
- 19:04 Maintenance standards for each classification shall be provided and posted and a review for the progression to the next classification shall be made every six (6) months.
- 19:05 For maintenance employees using their own tools at work, the Company will pay a lump sum payment based on \$0.20 per hour for every hour worked during the calendar year up to a maximum of five-hundred dollars (\$500.00), paid to each employee by December 31<sup>st</sup>. This amount will be paid by separate cheque. A list of these employees and the tools they own will be agreed to between the Company and the Union. Employee shall replace worn or broken tools other than accessories (i.e. drill bits, hack-saw blades, etc.) as agreed by the Company.

19:06 If an employee works a job of higher classification he/she will receive appropriate rate.

## **Article 20 – Health and Welfare Benefits**

20:01 Covered in Letter of Understanding #9.

## **Article 21 – Working Conditions**

21:01 The Company agrees to provide and maintain the following:

- i) adequate and suitable toilet facilities;
- ii) adequate clean drinking water facilities to all employees during working hours;
- iii) Adequate heating and ventilation;
- iv) Employees shall not be required to work in cold storage for a period of longer than two (2) hours;
- v) Adequate lunchroom facilities; and
- vi) propane forklifts, that exceed Department of Labour emission levels, will not be used on the production floor.

## **Article 22 – Clothing Allowance**

22:01 One (1) set of coveralls and one (1) set of rubber clothes will be provided by the Company to each employee upon start of work. Rubber gloves will be provided as they are required. Additional coveralls and/or rubber clothes may be provided upon review by supervisor.

Note: Should a worker resign before thirty (30) days, up to two hundred (\$200.00) can be deducted from final pay cheque.

22:02 Up to two hundred dollars (\$200.00) per year for safety footwear upon provision of a receipt to the company. This amount will be paid by separate cheque.

Note: Should a worker resign before thirty (30) days, payment of the two hundred dollars can be declined.

### **Article 23 – Retroactive Pay**

23:01 Retroactive pay will be paid from April 15,2017.

### **Article 24 – Duration**

24:01 The Agreement shall become effective on the 15th day of April, 2017 and shall remain in effect until the 14<sup>th</sup> day of April, 2021. This Agreement shall be automatically renewed from year to year, unless in any year within ninety (90) days preceding the date of expiration of this Agreement a written notice is given by either party to the other party informing the latter that it wishes to terminate or amend this Agreement or to negotiate a new one. In such event, negotiations for a new Agreement or amendments to the existing Agreement shall take place between the parties. During the course of any negotiations subsequent to such notice being given; the Collective Agreement shall remain in full force and effect.

## **Letter of Understanding - #1 - Overtime Work and Saturday/Sunday Work**

The Company will where it is possible and practical, notify employees by noon on Friday if work is required on Saturday and/or Sunday, also, if overtime is to be worked the Company, where it is possible and practical, will notify employees by noon on that day.

## **Letter of Understanding - #2 - Inclement Weather Policy**

The Company Recognizes that the inclement weather may make it desirable to terminate a shift prematurely. The decision to do so will be made by the senior person in charge of the shift with due attention to all relevant factors. Employees who leave work without permission will be subject to disciplinary action. Should an employee feel that he/she has been unjustly disciplined, recourse is available through the grievance procedure.

## **Letter of Understanding - #3 – Christmas and New Year’s Early Shutdown**

The Company agrees to shut down production at noon hour on Christmas Eve and noon hour on New Year’s Eve. Such time shall be without pay.

## **Letter of Understanding #4 – Lead Hands**

A Lead Hand is an individual who is picked to perform, along with his/her normal duties, a variety of other jobs not normally done by regular workers. In most cases these addition responsibilities are related to seeing that the day to day normal function of his/her department are operating correctly and that sufficient amount of production is available for workers in his/her department. This person is picked because his/her fundamental knowledge within his/her department and his/her past performance has usually

exhibited his/her responsibility and honesty. This person reports directly to the foreman in his/her department and his/her scope as Lead Hand does not include discipline.

Although the foregoing is a general concept of what a Lead Hand's duties are, his/her actual duties are usually developed between the Foreman of his/her department and the Lead Hand themselves. Some Lead Hands are over several workers and as such do not physically work, however, when there are only a small number of employees in the department, it is normal for the Lead Hand to physically work when not performing his/her duties as Lead Hand.

### **Letter of Understanding - #5 – Income Benefit Payment**

When an employee has submitted a claim or Worker's Compensation payment or weekly indemnity, they may, in the week following that application, make application to the Company for advance payments to a maximum of two hundred and fifty dollars (\$250.00) per week to be paid by the Company prior to receipt of payments from Worker's Compensation or the Insurance Company. Should the Company accept the employee's application, it will advance to the employee during the following week, provided the employee has not returned to work, payments as requested.

Should the Company not be prepared to accept an application by the employee, the plant Chairperson will be advised before the final decision is communicated to the employee to enable a review of the Company's concerns with respect to an individual employee's application. When an employee's application is accepted, the employee will be required to sign an appropriate repayment form.

### **Letter of Understanding - #6 - Regarding Article 7 Grievances & Arbitration**

The Company and the Union recognize that the most effective method of reducing the number of grievances and arbitration's is through improved Management Labour relations within the plant. Both parties commit

themselves to work towards this end during the contract. To this end the two parties agree to attempt to resolve any disputes through the grievance mediation process whenever possible rather than having to resort to arbitration. The Company and the Union understand the purpose of this letter is to reduce the need for the use of arbitration process but neither party is foregoing its right to use arbitration should all other efforts fail to resolve a dispute between the two parties.

### **Letter of Understanding - #7 – Pensions**

The Company and its employees will negotiate a pension plan at a later date, when the long-term viability of the operation is no longer in question and the business is on a solid, long-term basis.

### **Letter of Understanding - #8 – Super Seniority**

The local Chairperson will be given super seniority to handle problems that may arise.

### **Letter of Understanding - #9 – Group Insurance**

Group Insurance as similar to Canso contract. Company and employees will negotiate pension plan at a later day, when the viability of the operation is no longer in question and the business is on a solid, long term basis.

**Schedule 'A'**  
Classification and Wage Rates

<b>Position</b>	<b>Apr. 15, 2017</b>	<b>Apr. 15, 2018</b>	<b>Apr. 15, 2019</b>	<b>Apr. 15, 2020</b>
Labourer	\$14.55	\$14.95	\$15.35	\$15.80
Forklift Operator	\$14.65	\$15.05	\$15.45	\$15.90
Meal Plant Operator	\$16.25	\$16.65	\$17.05	\$17.50
Boiler Operator No Certificate	\$17.05	\$17.45	\$17.85	\$18.30
Boiler Operator 4A	\$17.75	\$18.15	\$18.55	\$19.00
Boiler Operator 3A	\$17.95	\$18.35	\$18.75	\$19.20

- Lead Hands shall receive one dollar (\$1.00) per hour premium on their base-rate. Lead hand base-rate would be same as highest base-rate of

any position supervised.