



FFAW | UNIFOR
Fish, Food & Allied Workers

COLLECTIVE AGREEMENT

By and Between

**Barry Group Inc.
Witless Bay, Newfoundland**

And

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

Effective

January 1, 2021

to

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 at Barry Group Inc. at its plant in Witless Bay, Newfoundland, save and except Manager, Supervisor, Watchman, Office Staff, Chief Engineer, Quality Control, Supervisory Personnel, Timekeepers, Foremen and Foreladies, Lead Hands and those above the rank of Lead Hands.
- 1:02 Persons in positions not required to join the Union shall not ordinarily perform work done by classifications for which the working conditions are covered by this Agreement.
- 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. However, the Company agrees not to sub-contract or contract out work to third parties not within the Company's organization normally done by employees within the bargaining unit provided there are employees with the necessary skills and ability who are available and ready and willing to perform the work.
- 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 when such are available and are capable in the opinion of the Plant Manager of doing efficiently the work for which they are to be hired.
- 2:02 It is to be a condition of employment that all prospective employees, not already 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 & 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 his membership therein.
- 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.

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 the 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, 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.
- 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 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 they first obtain permission of management. Such permission shall not be unreasonably denied.

- 4:05 Union officers will be granted a leave of absence without pay for the purpose of meeting with management to negotiate a renewal of the Collective Agreement. During such absence, vacation and seniority rights shall continue to accumulate.
- 4:06 (a) The Staff Representative or other official representatives employed full or part-time by the Union will be allowed access to the plant during working hours to conduct necessary union business. The Staff 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.
- (b) The Union will provide its official representative with credentials which must be shown upon request from management.
- 4:07 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 colour, sex, age or religious or political affiliation.

Article 5 - No Strike - No Lockout

- 5:01 During the life of this Agreement there shall be no lockout by the Company or any strike, sitdown, slow-down, stoppage or suspension of work, complete or partial, for any reason by the employees or any of them until every means provided by this Agreement has been taken by the parties concerned and until the procedure for the settlement of disputes provided hereunder has been exhausted in an effort to settle any difference and failure to finally agree has been formally recorded by an exchange of letters between the parties hereto.
- 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 a strike or stoppage of work, no attempt will be made by the Union to interfere in any way with the movement of engineers or maintenance men or prevent them from performing their work in connection with the repair, operation or maintenance of any plant equipment, nor will it interfere in any way with the management, staff or any other employee not members of the bargaining unit, except in the event the Company attempts to bring in other workers in an effort to defeat the strike or stoppage of work.

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) An alarm system will be placed in the generating and refrigerating rooms for use by the operators in case of emergency.
- (d) All employees who have passed the probationary period and who are required to use knives shall be given a knife at the beginning of the season and shall have up to maximum of one (1) replacement during the season, provided each knife to be replaced has been worn out through normal use. Lost or broken knives will not be replaced.
- (e) All employees who have passed the probationary period and who are required to wear aprons shall be given two free aprons per season.
- (f) Clean-up employees and forklift drivers will be provided with one (1) suit of good quality rubber clothing per season.
- (g) Electric cutter operators will be provided with one (1) nylon suit per season.

- (h) If the Company requires employees to wear smocks, hairnets and gloves - 1 free smock to be issued in during this contract. Additional smock to be provided if worn out item is returned.
- (i) Butchers will receive 18 pairs of gloves per season.
- (j) All employees to receive 12 pairs of gloves per season. Anyone required to wear sleeves will be provided with 2 pairs per season,
- (k) All cold storage workers will receive one (1) snowsuit per season.
- (l) Engineers and maintenance will receive one (1) pair of coveralls per season, the company will supply oil clothes but they remain property of the company.
- (m) The Union will impress its membership the need for consideration and care in using such facilities to prevent abuse and damage in order that such facilities may provide maximum convenience and service to all workers with minimum expense and cost of operations to the Company.
- (n) Rubber boots to be provided at cost.

The company will replace defective or issues torn during the course of one's work, and discuss with the committee quality issues associated with clothing issued under this article. All articles supplied by the Company shall remain the property of the Company at all times and it not returned at the end of the season, the Company has the right to charge the employees for the said articles.

Article 7 - Wages

7:01 From noon Friday of each week shall be pay day 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.

- 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 any employee be receiving higher pay than therein set forth, it shall not be reduced, except by further agreement with the Union.
- 7:04 Should other classifications 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 21 hereof.
- 7:05 Employees who work eight (8) minutes pass the hour will be paid to the nearest fifteen minutes.

Article 8 - Preservation of Rates

- 8:01 Should an employee be temporarily transferred to a position carrying a higher rate of pay than his regular job, he shall be paid the rate for the higher paid job.
- 8:02 Should an employee be temporarily transferred to a position carrying a lower rate of pay than his regular job, he shall be paid his regular rate of pay.

Article 9 - Hours of Work

- 9:01 The work shall start at 12 midnight and end 24 hours later. The regular hours for work shall be forty-eight (48) hours per week consisting of six (6) days of eight (8) hours per day, Monday through Saturday.
- 9:02 The regular daily hours of work for all employees will be eight (8) hours of work scheduled between 7:00 a.m. - 12 midnight from June 1 to August 15 and scheduled between 7:00 a.m. - 8:00

p.m. from August 16 to May 31.

9:03 In any department where it becomes necessary to work out a schedule different from those outlined above, or where more than one (1) shift is used, such change in schedule shall be agreed upon between the Company and the Union and therefore 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.

9:04 Normal meal periods shall not be over one (1) hour. Employees working on a three shift basis and reduction plant employees shall be expected to eat during normal working hours at a time determined on the basis of the workload near their place of work, and the time taken for the meal period shall not be deducted from working hours and the time so taken shall not exceed twenty-five (25) minutes in such case.

9:05 All employees shall be allowed, without loss of pay, rest periods of fifteen (15) minutes each half of each working day or shift, provided not less than two (2) hours are to be worked. It is expressly understood and agreed that all such employees shall be expected to make all necessary use, during any rest period, of the toilet facilities for employees in order that absence from duty during actual working periods for the purpose of using these facilities will occur in cases of real necessity. It is further agreed that all employees shall be at their posts and in readiness to commence work at the expiration of the rest period allowed herein, to facilitate this, the "back to work bell" 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.

If day shift employees are expected to work beyond 6:00, a fifteen (15) minute break will be provided at 5:00.

In the event that an evening shift is employed by the Company, the employees on the evening shift will forego the one (1) hour lunch period and have three (3) fifteen (15) minute breaks with pay, scheduled during their eight (8) hour shift.

- 9:06 Employees shall not be required to suspend working during the regular hours of labour in order to equalize or absorb overtime.
- 9:07 When a statutory holiday named in this Agreement occurs on a regularly scheduled work day, the regular weekly hours shall be reduced accordingly.
- 9:08 When the period between the termination of work in the evening and the start of work the following morning is less than ten (10) hours, employees so affected shall be paid at the rate of double time for the total period that the sleep or rest period is shorter than ten (10) hours. The time referred to above shall be computed on the basis of the employee's regular hours of work or waiting time of the morning on which it occurs and shall in no way prejudice working time on that day.
- 9:09 Employees called in for their regular shift shall be paid in any case a minimum of three (3) hours. Employees called and not having to start work or work is delayed or suspended for any reason, other than his own fault, during the regular hours of work, shall be paid in full for each hours, as long as he is required to remain on the job.
- 9:10 Employees not on scheduled overtime and called back to work after going home for the day or called in to work on a regularly scheduled day off, shall be paid a minimum of three (3) hours at the prevailing rate.
- 9:11 The Unit Chairperson will be paid three (3) hours per month to prepare for meetings.
- 9:12 When possible, workers will be called within three hours.

Article 10 - Overtime

- 10:01 All hours worked before 7:00 a.m. and after 12:00 midnight from June 1 to August 15 and before 7:00 a.m. and after 8:00 p.m. from August 16 to May 31 and all hours worked after nine (9) hours per day, forty-four (44) hours per week and all hours

worked on Sunday shall be paid at the rate of time and one-half the regular rate and overtime will be paid after nine (9) hours regardless of any hours worked in the week. Work on Sunday on capelin shall be at straight time. For hours worked between 40 and 44, rate will be adjusted for contract increases in addition to payments under Labour Standards (per change to minimum wage).

- 10:02 All overtime work shall be optional and voluntary except for production workers who must work the ninth hour or any part of same and for all those employees engaged in loading and unloading boats and/or trucks who must work twelve (12) hours per day, a maximum of three (3) days per week, when requested to do so by the Company.
- 10:03 Employees shall be paid at the rate of time and one-half (1 ½) for all hours worked on Sunday except as outlined in 10:01 and employees on three shifts basis and shift engineers who shall receive double time on their seventh continuous day of work.
- 10:04 Overtime shall be optional and voluntary except as per 10:02.
- 10:05 When Saturday night shift runs into Sunday, this will be at the regular rate unless forty-four (44) hours has been achieved.

Article 11 - Holidays

- 11:01 All employees who:
- (1) have worked their scheduled working day before and after the holiday unless absent due to sickness, accident, bereavement or other just cause permitted by the company;
 - (2) are in good standing on the seniority list

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

Christmas Day	Good Friday
New Year's Day	Labour Day
Armistice Day	Canada Day

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

11:03 An employee who is required to work on any of the above mentioned holidays shall be paid time and one-half for all hours worked in addition to his holiday pay.

Article 12 - Annual Vacation

- 12:01
- (a) Employees will receive 4% vacation pay up to 6 years of service;
 - (b) Employees will receive 5% vacation pay for 7 to 10 years of service;
 - (c) Employees will receive 6% vacation pay for 11 to 17 years of service;
 - (d) Employees will receive 8% vacation pay for 18 years or more of service.

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.

13:03:01 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.

13:03:02 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 quarterly 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.

13:04 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 Review and make recommendations concerning all chemical applications within the plant;
- :03 Review and make recommendations for health and safety training and education;
- :04 Review and make recommendations on environmental test results.

- 13:05 It is agreed that a union representative has the right to be involved in any fatality investigation.
- 13:06 Fire emergency drills will be carried out on Company time twice annually.
- 13:07 All plants will be provided with a properly equipped first aid facility. A qualified first aid attendant will be available.
- 13:08 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.
- 13:09 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.
- 13:10 The safety co-chairperson or their designate shall accompany the Department of Labour Safety Inspector when he makes his inspections.
- 13:11 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.
- 13:12 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.

- 13:13 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.

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 lasting up to one (1) working day, seniority shall be applied by classification for regular work by employees who normally perform a specific duty, but it shall be plant-wide for casual work of a temporary nature. For all other layoffs which extend beyond one (1) working day, the plant-wide seniority list shall apply.
- 14:03 A seniority list prepared by the Company shall be posted in each department 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 his or her 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, he may protest within fifteen (15) days after his 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 he may protest within fifteen (15) days after his return to work.
- 14:07 New employees will be regarded as probationary for the first thirty (30) relatively consecutive working days, but upon the successful completion of a probationary period, his name shall be added to the seniority list with his seniority dating from the commencement of his probationary period.
- 14:08 An employee shall retain and accumulate seniority while:
- (a) on sick leave, Workers' Compensation, pregnancy leave;
 - (b) on leave of absence;
 - (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. If promoted outside the bargaining unit for the second time, for a period not exceeding thirty (30) days;
 - (e) while on layoff.
- 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. (Three (3) days in the case of an employee residing within the province and seven (7) days in the case of an employee who may be residing outside the province at time of recall.)

(d) The Company agrees to notify the union executive prior to any employee being removed from the seniority list.

14:10 An employee shall retain but not accumulate seniority while on layoff up to twenty-four (24) months.

14:11 (a) When overtime is worked, it shall be on a straight seniority basis within the job classification, unless an agreed salary procedure is used.

(b) Supervisors will, where practical, give preferential treatment to senior employees in matters concerning transfers from regular duties.

(c) When an employee transfers to a new classification, his seniority in that new classification shall be from the initial date of hiring as it was in his former classification.

14:12 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.

14:13 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, 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 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.

15:02 The Company shall grant female 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 further date following termination of pregnancy as is recommended by her physician; however, pregnancy leave of absence shall not exceed nine (9) months.

15:03 The Company shall grant a leave of absence 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 his physician.

15:04 When the employee requests a leave of absence for compassionate reasons, he shall be granted such leave in accordance with the following:

- (1) In the event of a death in an employee's immediate family - spouse, common-law spouse, child, parent, brother, sister, legal guardian, he shall receive three (3) days' leave with pay, provided there is work at the plant at that time.
- (2) In the event of the death of a mother-in-law, father-in-law, grandparent or grandchild, an employee shall be granted two (2) days' leave with pay, provided there is work at the plant at that time.
- (3) In the event of the death of a sister-in-law, brother-in-law an employee shall be granted one (1) day's leave with pay,

provided there is work at the plant at that time.

Article 16 - Grievance Procedures

16:01

(a) When an employee has a grievance alleging there has been a violation or misinterpretation of the Agreement, the employee and/or a shop steward shall process such grievances 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 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 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 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 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 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.

16:02 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.

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

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

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 Advanced Education Skills and Labour of the Province of Newfoundland and Labrador 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 decision 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 with the other party written reasons for such preliminary objections at the same time as the reply to Step 3 of the grievance.
- 17:09 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.
- 17:10 No grievance shall be lost through error in form or technical irregularity.
- 17:11 Each party shall pay its own costs and the fees and expenses of its witnesses. The fees and expenses of the arbitrator shall be shared equally between the parties.

Article 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 endeavor to adjust the matter, but work shall proceed under the existing practices of the Company pending settlement between the parties.

Article 19 - Practice

- 19:01 It is understood that this Collective Agreement replaces all other agreements and understandings that may have been in effect by and between the parties hereto.
- 19:02 Any customs and conditions presently enjoyed by employees will not be altered during the term of this Agreement.
- 19:03 Any conditions or systems arising during the life of this Agreement will, before being implemented, be the topic of discussion between the Company and the Union.

Article 20 - Labour Management Committee

- 20:01 There shall be a joint Labour Management Committee of not more than four (4) persons composed of an equal number of representatives of the Company and representatives of the bargaining unit. The purpose of this committee is to meet and confer on matters of mutual interest which are not properly the subject matter of a grievance or negotiations.
- 20:02 The committee shall meet if and when the need arises, but in any event, every month unless such meeting is cancelled by mutual consent of the Union and the Company. Representatives of the Union on the above-mentioned committee shall not suffer a loss of pay as a result of attending meetings of this Committee.
- 20:03 The meetings of the committee shall be chaired by Company's representatives and the vice-chairman will be selected by the Union. Request for additional meetings may be made by either party by giving seven (7) days' notice to the other.
- 20:04 Minutes of such meeting shall be posted on the bulletin boards for all employees' inspection. Copies of such minutes shall be provided to an officer designated by the Union.

Article 21 - Duration

- 21:01 This Agreement shall come into effect as of the 1st January, 2017 and will remain in full force and effect until the 31st December,

2019 and from year to year thereafter unless notice is given by either party to the other within ninety (90) days next preceding any anniversary date thereof for the purpose of renewing, amending or otherwise changing the Agreement.

Notwithstanding the giving of notice to commence collective bargaining as implied in the above paragraph, it is understood and agreed that the conditions established in this Agreement shall remain in full force and effect during the negotiations for a new Agreement.

Other Issues

Education Fund: The Company agrees to pay to the FFAW/Unifor, up front a one-time payment, the sum of \$3,000.00 for Education Fund and \$1,000.00 for Women's Advocate Fund.

The Company will provide a janitor for the lunchroom and this job will be posted to the membership.

Schedule A

Classification	Jan 1, 2021	Jan 1, 2022	Jan 1, 2023
All Labour	\$ 17.20	\$17.60	\$ 18.00
Forklift & Freezers	\$ 17.70	\$18.10	\$ 18.50
Engineers & Maintenance	\$ 20.00	\$20.40	\$ 20.80

- (1) Leadhands 25¢/hour more than classification rate.
- (2) Probationary workers - .40 cents less than classified rate

Schedule B

Cause for Dismissal

1. The Company may dismiss or refuse employment to any male or female worker who:
 - (a) During working hours is under the influence of alcohol or a hallucinatory drug or narcotic and is not entirely sober.
 - (b) Brings or encourages or attempts to encourage any person or persons whether they be committed to associated with the Company or not, any alcoholic liquor to place of work at any time during the life of this Agreement.
 - (c) During working hours for any purpose whatsoever, leaves the premises without the express permission of the foreman.
 - (d) Steals or otherwise removes without permission any goods from the premises or from any ship or vessel or schooner berthed at the premises.
 - (e) Without sufficient reason, such as illness, refuses to continue working during the regular period as defined in this Agreement.
 - (f) Befouls the Company's premises or any part thereof, or behaves in any way detrimental to the standards of cleanliness established by the Company in the interest of plant sanitation or repeatedly disregards regulations regarding same set out in notices posted around the plant. It shall be clearly understood that the company is not expected to keep a man cleaning up after employees who are unnecessarily untidy or dirty in their habits, or
 - (g) Fails to obey Company rules, provided such rules are constantly available for employee's guidance and are not in contravention of the terms of this Agreement and/or do not

take from or prevent an employee from securing and of the rights and privileges obtained by or set forth in this Agreement. Such rules and regulations mentioned in (f) above shall not contain the penalties for failure to keep them.

2. Disciplinary action may include dismissal in case of dishonesty or absenteeism where the nature of the offense warrants it in the interest of plant operations or the welfare of the employees as a whole. Absenteeism shall be defined as absent from work without leave.
3. An employee will be laid off, or dismissed, if same is requested by the Union for failure to pay union dues or the equivalent thereof as provided herein.
4. In all cases of dismissal, layoff or resignation, the Company agrees to make pay available to the person dismissed within seventy-two (72) hours after dismissal has been affected.
5. Any reprimand to any employee which is to be recorded on that employee's record shall be executed in writing with the employee and Union getting a copy. The record of an employee shall be open to inspection at all times, during office hours or other convenient time, to that employee who if he so desires may have an official of the Union accompany him for the inspection.
6. The passage of six (6) calendar months without the repetition of an offense which did not result in dismissal shall be sufficient to clear an employee's record of that offense. No action shall be taken by the Company on a misdemeanor of any employees if same is not acted upon within six (6) months other than allowed by this Agreement.
7. Disciplinary action taken by the employer involving suspension or dismissal with respect to an employee may be the subject of a grievance under the grievance procedure set out under Article 16 of this Agreement.

IN WITNESS WHEREOF the parties hereunto affixed their Seals and Signatures this _____ day of _____, 2021.

Signed on behalf of:

Barry Group Inc. – Witless Bay

In the presence of:

Signed on behalf of:

FISH, FOOD & ALLIED WORKERS (FFAW-UNIFOR)

In the presence of:
