

COLLECTIVE AGREEMENT

Between

FG DELI GROUP LTD.

And



**UNITED FOOD AND COMMERCIAL WORKERS
UNION, LOCAL NO. 247**

Chartered by the United Food and Commercial
Workers International Union, AFL-CIO, CLC

SECOND PRINTING

Errors and Omissions Excepted

TERM OF AGREEMENT

December 7, 2013 to December 6, 2020

Dear Member:

This is your Union Collective Agreement. It represents the progress and efforts of many years of negotiations. Please read it and make sure you are receiving the benefits to which you are entitled.

Only by insisting on your rights, and refusing to let anyone abrogate them, can the Agreement be kept strong and meaningful. Any abuse of the Collective Agreement tends to undermine and weaken it.

Let's respect the Agreement; let's keep it strong and meaningful.

Make full use of your Shop Stewards.

SUZANNE HODGE
President

DAN GOODMAN
Secretary-Treasurer

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LETTER OF UNDERSTANDING NO. 11 65

Re: Seniority Date Issue For Employees Becoming Full Time

COLLECTIVE AGREEMENT

BETWEEN: FG DELI GROUP LTD.

(hereinafter referred to as the “Employer”)

AND: UNITED FOOD AND COMMERCIAL WORKERS
UNION, LOCAL 247

(hereinafter referred to as the “Union”)

WHEREAS: The purpose of this Agreement is to continue to nurture the harmonious relationship between the Employer and its Employees, to define clearly hours of work, wages and conditions of employment, to provide a fair and amicable means of settling any differences which may arise and to promote the mutual interests of the Employer and its Employees and to provide for the operation of the plant under methods which will further, to the fullest extent possible, the safety and welfare of the Employees, quality of output, cleanliness of the plant and the protection of property.

It is anticipated by this Agreement that the responsibility of the Employer to its Employees is as great as the Employees' responsibility to the Employer. For it is only through co-operation, understanding and a commitment to one another that we can prosper.

NOW THEREFORE:

The Union and the Employer mutually agree as follows:

ARTICLE 1.0 RECOGNITION

1.01 The Employer recognizes the Union as the sole agency for the purpose of collective bargaining for all Employees employed at 27101 – 56th Ave., Langley, B.C.

1.02 Contracting Out

The Union recognizes that from time to time the Company will bring in outside contractors for special projects, to perform work requiring specialized skills, or to provide assistance to the department as needed provided that no employee in the department loses any regular hours.

ARTICLE 2.0 UNION SHOP

2.01 The Employer agrees to retain in his employ within the Bargaining Unit, only members of the Union with active membership. It is the responsibility of the Employee to maintain active membership as outlined in the International Constitution and Local Union policy.

2.02 The Employer shall be free to hire new Employees who are not members of the Union, provided the non-members, whether part-time or full-time Employees, shall be eligible for membership in the Union and shall make application within ten (10) days after employment and become members within thirty (30) days.

2.03 The Employer agrees to provide each new Employee, at the time of employment, with a form letter outlining the Employee's responsibility regarding Union membership, the contents of which will be acceptable to the Employer. The Employer agrees to provide the

Union with a list showing the name, address and date of hire of each Employee to whom they have presented the form letter. The Employer also agrees to provide the Union with a list of all Employees who have terminated their employment during the previous month.

2.04 The Union agrees to pay the costs of printing the letter.

ARTICLE 3.0 DEDUCTION OF UNION DUES

3.01 The Employer agrees that all Employees (new or returning) shall, as a condition of employment, sign a statement authorizing the Employer to deduct applicable union dues from the first and subsequent wages of the Employee. Persons who refuse to sign this statement will not be employed. Copies of the signed statements shall immediately be forwarded to the Union by the Employer.

3.02 The Employer agrees to deduct from the wages of each employee (as outlined in Article 3.01) initiation fees, union dues, fines and assessments as authorized by regular and proper vote of the Union membership. The Union will provide advanced written notice to the Employer of all amounts to be deducted from any Employee's wages (as outlined in Article 3.01).

3.03 Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union no later than the tenth (10th) day of the following month together with a statement showing the Employees for whom the deductions have been made and the amount of each deduction.

ARTICLE 4.0 VISITS OF UNION REPRESENTATIVE

4.01 An authorized Union representative(s), upon request to the Employer, shall have access to the Plant at reasonable times during working hours in order to determine whether the terms of this Agreement are being properly observed. These visits shall not interfere with the scheduled activities of the Plant.

ARTICLE 5.0 TERMINATION OF EMPLOYMENT

5.01 No Employee shall be terminated or subjected to a disciplinary lay-off without proper cause, nor shall any Employee be discriminated against for any lawful union activity or for reporting to the Union the violation of any provision of this Agreement.

5.02 After absence due to illness or injury, an Employee will be returned to his or her job when able to perform his or her previous duties. Should the Employee's previous job no longer exist, the parties shall meet to determine the appropriate position.

5.03 Grievances involving the termination of an Employee must be submitted to the Employer in writing within fourteen (14) calendar days from the date the written or oral notice of termination is given.

5.04 Plant Closure

Employees permanently laid off for lack of work due to the closing of a department or Plant are entitled to severance in accordance with the following conditions:

- a) A permanent layoff, within the meaning of this article is a layoff expected to last for at least a period of 12 months.
- b) The closing is not brought about by war, strike, walkout, work stoppage, slowdown or other cessation of work, fire, government action or Act of God.
- c) The Employee has not refused an offer of employment for comparable wages and benefits by the Company at a location in reasonable proximity to present employment.
- d) Article 5.01 will not apply in addition to this article.
- e) Severance payments shall not be made to:
 - i) employees who are discharged for just cause;
 - ii) employees who voluntarily resign;
 - iii) employees who are retiring on pension;
- f) Employees shall be entitled to the following notice or pay in lieu of notice, or a combination of the two:
 - i) after 12 consecutive months of employment, to an amount equal to two (2) weeks' wages;
 - ii) after 3 consecutive years of employment, to an amount equal to three (3) weeks' wages plus one additional week's wages for each additional year of employment, to a maximum of 16 weeks' wages.

- iii) if an employee receives pay in lieu of notice, it will be based on the employee's average wages over the previous eight (8) weeks of work.
- g) The following benefits will be provided by the Employer to the end of the next calendar month in which the end of the period covered by the amount of severance paid as outlined in (f) above falls to those Employees who accept the severance as outlined in (f) above:

MSP	Vision
Life	AD&D
Extended Health	Dental

5.05 Alcohol and Drug Abuse

The Employer and the Union recognize that alcohol and drug abuse can have a serious negative impact on both the Employer and the Employee. The Employer agrees to accommodate an Employee to the point of undue hardship and to assist an Employee with alcohol and drug related problems to overcome their dependency, provided the Employee is willing to participate in the accommodation process as well.

ARTICLE 6.0 GRIEVANCE PROCEDURE

6.01 Any complaint, disagreement, or difference of opinion between the parties hereto, regarding the interpretation, application, operation, or any alleged violation of the terms and provisions of this Agreement shall be considered a grievance.

- 6.02** Grievances must be in writing and shall clearly outline the complaint stating the Article allegedly violated.
- 6.03** All grievances or potential grievances will follow these steps:
- Step 1** Reporting of the incident to Human Resources within four (4) working days excluding weekends and Statutory Holidays. This deadline may be extended by mutual agreement between Human Resources, and the Union.
 - Step 2** A meeting will be held with the Employee, Human Resources, Department Supervisor/ Supervisor, and the Shop Steward, where available. A decision will be rendered within two (2) working days of this meeting.
 - Step 3** If there is no resolution at Step 2, then the Union will provide Human Resources with a written grievance within seven (7) working days of the rendered decision at Step 2.
 - Step 4** Within seven (7) working days of Human Resources receiving the written grievance, a meeting will be held with Employee, Human Resources, and the Union to discuss the written grievance.
- 6.04** If a satisfactory settlement cannot be reached, or if either party fails to meet the other within fourteen (14) days of receiving the written grievance either party may, by written notice served upon the other require submission of the grievance to a Board of Arbitration.

The Board of Arbitration will be established as set out in Article 7.0 of the Agreement.

6.05 The Company and its Employees agree that they will at all times operate within the spirit of mutual respect for each other as parties and as individuals. Any inappropriate behaviour such as vulgarity, bullying, cursing, profanity, name calling, swearing, yelling, or the humiliation of employees will not be tolerated.

The parties agree that allegations of inappropriate conduct may be grieved under Article 6. If the parties cannot resolve the issue through the grievance procedure, the matter may be referred to an arbitrator under Article 7. In the event the arbitrator finds that a violation of this letter has occurred, he/she will be limited to referring the case to the following dispute resolution process:

1. The matter will be referred to a mediator from an agreed list of suitable mediators.
2. If the matter is not resolved through direct mediation, the mediator will write a report outlining his/her view of the matter and make recommendations for a resolution.
3. Individuals identified through the process as having engaged in inappropriate conduct will be retrained or appropriately disciplined as determined by the Employer. Repeat offenders will be subject to discipline up to and including termination of employment.

- 6.06** Both the Union and the Employer may file policy grievances in regards to this Agreement by providing written notice of the grievance to the other party. Upon the filing of a policy grievance, representatives of the Employer and the Union shall meet within fourteen (14) working days of the date the grievance was filed. If the grievance is not resolved through this meeting, either party may advise the other of its intention to submit the grievance to arbitration but must do so within fourteen (14) working days of the meeting.
- 6.07** A policy grievance cannot be used to avoid any timeframe set out in the grievance procedure.

ARTICLE 7.0 BOARD OF ARBITRATION

- 7.01** Where a grievance is referred to arbitration, a single arbitrator will be selected to resolve the dispute. If the Union and the Employer are unable to agree on a single arbitrator, the Chair of the Labour Relations Board will be asked to appoint one. The arbitrator so agreed or appointed will meet jointly with both parties as quickly as practicable to hear the dispute, and each party may present evidence and make both written and oral presentations. The arbitrator shall not have power to change, modify, extend, or amend this Agreement. The decision of the arbitrator will be final and binding on both parties.
- 7.02** Each party shall pay its own costs and fees and the expenses of its representatives and witnesses. The fees and expenses of the Arbitrator shall be shared equally between the parties.

ARTICLE 8.0 SENIORITY

8.01 Every Employee hired by the Employer is subject to a probationary period with a duration of at least six hundred and eighty (680) hours worked. Hours worked for the purposes of this probationary period will include regular hours and overtime hours calculated as straight time. This probationary period may be extended by mutual agreement between the Union and the Employer. Where the Employee is within the probationary period, or the extended probationary period, the Employee may be discharged for lack of suitability.

8.02 Plant seniority shall be determined by the length of an Employee's continuous service in the Bargaining Unit with the Employer.

8.03 Established departments will be as follows:

Meat Cutters	Cutter Kitchen
Spice Room	Meat Receiving
Filling Kitchen	Smokehouse
Curing Room	Dry Cure
Packaging	Warehouse
Sanitation	Maintenance
Casual	

Employees will be listed in their department by plant seniority.

8.04 A Plant seniority list showing all Employees in the bargaining unit shall be prepared by the Employer and forwarded to the Union not later than four (4) weeks after the signing of this Agreement. Upon request by

the Union, a revised Plant seniority list shall be forwarded to the Union every six (6) months thereafter. A copy of this revised Plant seniority list will be posted by the Employer.

8.05 It is understood the provisions of this Article are subject to Articles 6.0 and 7.0 of this agreement.

8.06 Any Employee who fails to receive hours of work to which he/she is entitled according to the provisions of this article will have those hours made up to them within the pay period if operationally feasible. If not operationally feasible, the Employee will be compensated for those hours at his/her regular rate of pay.

8.07 Lay-offs and Reduction of Hours of Work

Reduction of hours and lay-offs will apply to Casuals first and then to Full Time Employees. Should a Casual Employee be required to stay due to a special skill or certification that they have, they will be by-passed during the reduction process. Reductions will be dealt with as follows:

a) Same Day Reduction of Hours

Within the same day, a reduction of hours shall be done by plant seniority within the Department, on the shift affected. If work is available elsewhere in the Plant, as determined by the Company, the most senior Employee(s) may accept that work or accept the reduction of hours. If the work is not accepted, but is required, then the Company will assign the work in reverse order of seniority within the department, on the shift affected.

b) One Day Reduction of Hours

On a reduction of hours for one day, plant seniority within the Department, on the shift affected will apply. An Employee who has the plant seniority shall exercise that seniority by replacing the least senior Employee in the plant and may accept the assigned work as determined by the Company, or accept the reduction of hours. If the work is not accepted, but is required, then the Company will assign the work in reverse order of seniority within the department on the shift affected. The Employer will give sixteen (16) hours' notice of such reduction of hours of less than two (2) working days.

c) Short Term Lay-Off

The Employer will give twenty-four (24) hours' notice of lay-off of two (2) days or more to a maximum of ten (10) working days. Short term lay-offs of two (2) to four (4) days will be issued according to plant seniority within the Department beginning with the least senior Employee. Short term lay-offs of five (5) to ten (10) days will be issued according to plant seniority beginning with the least senior Employee.

d) Long Term Lay-Off

The Employer will give an Employee in the case of lay-off of more than ten (10) working days:

- i) two (2) weeks' notice where the Employee has completed a period of employment of at least six (6) consecutive months.

- ii) after the completion of a period of employment of three (3) consecutive years, one (1) additional weeks' notice, and for each subsequent completed year of employment, an additional week's notice up to a maximum of eight (8) weeks' notice.

Long term lay-offs will be issued according to plant seniority beginning with the least senior Employee.

Recall of laid off Employees will be issued according to plant seniority beginning with the most senior Employee.

- e) All notices regarding reduction of hours or lay-offs shall not be required if the reduction of hours or lay-off is due to fire, flood, other cases of force majeure, or any other situations not in the Employer's control.

If lay off does not occur, another written notice must be served.

8.08 Recall of Laid Off Employees

Recalls of laid off Employees will be done by plant seniority, provided the Employee is able to perform the work that he/she is called back for. Casual Employees will be called back last.

- a) A laid off Employee will be eligible to be recalled to work provided no more than nine (9) months have elapsed since the Employee's last day of work.
- b) The recalled Employee must report for work within twenty-four (24) hours from the time he/she is contacted.

- c) If when contacted, an Employee is not immediately available to commence work and has a valid reason for not being available, the next laid off Employee will be contacted.
- d) If the Employee first contacted cannot report for work until three (3) working days, he/she shall exchange his/her Plant seniority with the next Employee listed who is immediately available for work and he/she shall resume his/her original seniority status when he/she is recalled.
- e) If the Employee first contacted does not report for work within three (3) calendar weeks from the date he/she is recalled and does not have a valid reason for not being available, he/she will be terminated.
- f) If the Employer has not successfully contacted the Employee within two (2) calendar weeks for recall and the Employee does not have a valid reason for not being available, he/she will be terminated.

8.09 Job Postings and Vacancies

New jobs or vacancies in present jobs will be posted on Plant bulletin boards. Applications shall be accepted for a period of seven (7) working days from the date the notice is posted.

- 8.10** a) Position(s) will be filled by Plant seniority from the applications received unless there is a less senior Employee whose fitness, qualifications, and ability to perform the job are greater. If the senior applicant is not awarded the position, the Union will be notified in writing by the Employer and, at the request of the senior applicant, the Employer

and the Union shall meet in an attempt to resolve the matter.

- b) The successful applicant shall not be eligible to apply for more than two (2) job postings in a calendar year.

8.11 An Employee commencing a new job posting in the position of Meat Cutter, Cutter Operator, or Maintenance Technician, will be on a trial basis for nine hundred and sixty (960) hours worked. All other posted positions will be on a trial basis for four hundred and eighty (480) hours worked. Hours worked will include regular hours and overtime hours, calculated as straight time, worked in the training position. If the Employee cannot perform the job satisfactorily after an appropriate familiarization period, he/she will be returned to his/her former position.

8.12 An Employee commencing a new job posting will be paid at their current rate of pay until they successfully complete the required probationary period for the posted position, at which time they will be paid the rate as set out in Article 14. As well, once they have successfully completed the required probationary period for the posted position, they will receive a retro amount calculated on the difference between the new rate of pay and their old rate of pay for the hours worked during the probationary period.

ARTICLE 9.0 HOURS OF WORK

9.01 The Employer has the right to schedule hours of Plant operation, Employee hours of work, rest periods, lunch periods and overtime work.

9.02 Work Schedules

The Employer shall post a two week work schedule in the Plant for all Employees not later than Wednesday of each week for the following two weeks. If a new work schedule is not posted by Wednesday, the schedule currently posted shall apply for the following two weeks.

9.03 An Employee's schedule may be changed without notice in the event of absence of any other staff due to sickness or accident, emergencies such as fire, flood and other instances of force majeure or any other situations not in the Employer's control. In all other cases, notice must be given as set out in Article 8.07. If an Employee whose work schedule is changed without notice as set out in Article 8.07, he or she will be paid four (4) hours additional pay in lieu of notice.

a) Employees going onto or coming off of the 3 X 12 hour shift will have at least 32 consecutive hours free from work between the shift change. Should this not be met, the Employee will receive 1.5 times his/her regular wage for time worked during the 32 hour period the Employee would otherwise be entitled to have free from work.

9.04 Every reasonable effort, consistent with good business and efficient operations, will be made to schedule a work week consisting of forty (40) hours for as many senior Employees as possible. Employees shall record their own time at the time they start and finish work.

9.05 The regular work week for full-time employees shall consist of forty (40) straight time hours worked in five

(5) eight (8) hour shifts, four (4) ten (10) hour shifts, or three (3) twelve (12) hour shifts, Sunday to Saturday, with days off to be consecutive, whenever possible.

- a) In a week in which one (1) statutory holiday occurs, the basic work week for full-time Employees who work five (5) eight (8) hour days, will be reduced to thirty-two (32) hours, consisting of four (4) eight (8) hour days. In a week in which two (2) statutory holidays occur, the basic work week will be reduced to twenty-four (24) hours consisting of three (3) eight (8) hour days.
- b) In a week in which one (1) statutory holiday occurs, the basic work week for Employees who work four (4) ten (10) hour days, will be reduced to thirty (30) hours, consisting of three (3) ten (10) hour days, and in a week in which two (2) statutory holidays occur, the basic work week for full-time Employees will be reduced to twenty (20) hours consisting of two (2) ten (10) hour days.
- c) In a week in which one (1) statutory holiday occurs, the regular work week for Employees who work the 3 x 12 hour shift will be reduced to twenty-four (24) hours, consisting of two (2) twelve (12) hour days. In a week in which two (2) statutory holidays occur, the regular work week will be reduced to twelve (12) hours consisting of one (1) twelve (12) hour day.
- d) For those employees who work the 3 x 12 hour shift, hours worked will be factored by a ratio of 1.11 and will have the equivalent of forty (40) hours for all articles of the Collective Agreement.

- 9.06** The Employer agrees to schedule a daily lunch period of thirty (30) minutes. Employees will not be paid for lunch periods.
- 9.07** An Employee will have rest periods with pay as follows:
- a) An Employee who works a shift of four (4) hours but less than six (6) hours shall receive one (1) fifteen (15) minute rest period.
 - b) An Employee who works a shift of six (6) hours but less than eight (8) hours shall receive one (1) thirty (30) minute rest period.
 - c) An Employee who works an eight (8) hour shift shall receive one (1) thirty (30) minute rest periods.
 - d) An Employee who works a ten (10) hour shift shall receive one (1) thirty (30) minute rest period and one (1) fifteen (15) minutes rest period.
 - e) An Employee who works the 3 x 12 hour shift will have two (2) thirty (30) minute rest periods.
- 9.08** When an Employee is required to work one (1) hour of overtime or more, he or she will receive a fifteen (15) minute rest period with pay to be scheduled by the Employer as near to the commencement of the overtime period as is practical.
- 9.09** If an Employee is called in to work, he or she will receive four (4) hours' pay unless work is unavailable because of force majeure, labour strife or any other situation not in the Employer's control.

9.10 Except in cases of personal necessity, an Employee will not leave his or her work area during his or her shift. Wherever possible, the Employee will notify the Team Lead or Supervisor if an absence is necessary.

ARTICLE 10.0 STATUTORY HOLIDAYS

10.01 The following days are considered statutory holidays and an eligible Employee will be paid for eight (8) hours, ten (10) hour, or twelve (12) hours depending on his or her shift at his or her regular hourly rate for each holiday:

New Year's Day	Canada Day	Remembrance Day
Family Day	B.C. Day	Christmas Day
Good Friday	Labour Day	Boxing Day
Victoria Day	Thanksgiving Day	

and all other public holidays proclaimed by the Federal, British Columbia or Municipal Governments.

10.02 If an Employee is eligible to be paid for a statutory holiday while on Weekly Income Benefits, Workers' Compensation or sick leave, the maximum amount of pay he or she will receive from such sources for any particular day will not be more than one hundred percent (100%) of his or her normal daily pay.

10.03 Commencing with the fifth (5th) week of employment and provided the Employee has worked at least fifteen (15) days during the thirty (30) calendar days prior to the statutory holiday (or ten (10) days during the thirty (30) calendar days prior to the statutory holiday for an employee who works three (3) twelve (12) hour shifts),

an Employee will receive statutory holiday pay based on the average hours he or she has worked in the four (4) weeks preceding the week in which the holiday occurs up to the number of hours in his or her shift.

10.04 For purposes of determining statutory holiday pay entitlement for an Employee, all paid time off, excluding sick time, will be counted as hours worked.

10.05 An Employee who works on a statutory holiday will be paid at two (2) times his or her regular hourly rate of pay, and where so entitled, will also receive pay for the statutory holiday.

10.06 Any Employee absent from work on his or her regularly scheduled work day immediately preceding or following a statutory holiday without a valid reason or written approval from the Employer shall not receive pay for the statutory holiday.

ARTICLE 11.0 OVERTIME

11.01 An Employee who works hours in excess of his or her regular working day as defined in Article 9.05, will be paid at the rate of one and one-half (1½) times his or her regular hourly rate of pay for the first three hours of overtime in a day and two (2) times his or her regular hourly rate thereafter.

11.02 An Employee who works on a day outside of those hours defined in Article 9.05 will be paid at the rate of one and one-half (1 ½) times his or her regular rate of pay for the first eight (8) hours and two (2) times his or her regular hourly rate thereafter.

- 11.03** a) An Employee may request in writing that the company contribute amounts earned as a result of working overtime to his or her Group RSP. Such requests will be valid for three month intervals starting in June of each year and may not be changed until the end of each three month period. An Employee wishing to make such a request will be required to establish a Group RSP with the company if he or she has not already done so.
- b) To allow Employees to bank their overtime hours, the following steps are required:
- 1) A written request to bank overtime must be filed with Human Resources at least one (1) week prior to January 1 of each calendar year, and will cover a period of six (6) months ending June 30 or one (1) week prior to July 1 and will cover a period ending December 31.
 - 2) All hours worked will be calculated as per Article 11.
 - 3) The Employee will be allowed to bank a maximum of eighty (80) total hours during each six (6) month interval.
 - 4) If these hours are not used in the current six (6) month period, they will be paid out on the next pay period following June 30 or December 31.
 - 5) The Employee must make a written request to use these banked hours to Human Resources and approval must be obtained from the

Department Supervisor prior to taking any time off.

- 6) The maximum number of hours paid in any given week shall not exceed forty (40) hours.
- 7) A written request to use banked overtime hours must be submitted in a timely fashion to allow for processing by the payroll department.

All time off taken under this Article will be considered as time worked for all purposes of the Collective Agreement.

11.04 Overtime is voluntary. However, when overtime is necessary within the current shift, the following guidelines will be followed to properly staff the department:

- a) employees currently working on the activity requiring overtime will be asked first, unless there is a senior qualified employee(s) available in the department;
- b) employees working in the department requiring overtime will be asked second;
- c) employees from other departments will be asked third by Plant seniority;
- d) if after following the above procedures, enough qualified employees are not available, then the Company may require qualified employees to work the overtime in reverse order of seniority within the department in which the overtime is required;

- e) an employee who works consistent shifts of overtime may, at any time, relinquish the overtime shift provided forty-eight (48) hour's notice is given at which time the procedure in c) above will be followed.
- f) If overtime is required outside the current shift, the procedures from (b) to (e) above will be followed. When overtime is offered and an eligible Employee is absent (excluding vacations), the Company will make every reasonable effort to contact the employee. The employee must respond within a reasonable time limit.

ARTICLE 12.0 PREMIUM PAY

12.01 An Employee who works the afternoon shift with starting times between 2:00 pm and 8:00 pm will be paid a fifty cent (\$ 0.50) per hour shift premium for all time that he or she works on that shift.

An Employee who works the graveyard shift with starting times between 8:30 pm and 2:30 am will be paid a one dollar (\$ 1.00) per hour shift premium for all time that he or she works on that shift.

For those Employees that work a twelve (12) hour shift, they will receive the premium where the majority of their shift hours fall.

12.02 There shall be an interval of not less than ten (10) hours between shifts for all Employees. An Employee who is not allowed a ten (10) hour interval between shifts will be paid at the rate of one and one-half (1 ½) times his or

her regular hourly rate for the time worked prior to the expiry of the ten (10) hour interval.

12.03 Engineers in the Maintenance Department will receive the following shift premiums:

Certified trade ticket	\$ 1.00/ticket/hour
Emergency Pager Call-in	\$ 75.00/call in
Emergency Pager Call-in (on Statutory holiday)	\$ 150.00/call in

12.04 A Team Lead will receive a premium of one dollar and fifty cents (\$ 1.50) per hour.

An Assistant Team Lead will receive a premium of seventy-five cents (\$ 0.75) per hour.

There will be at least one (1) Team Lead in each department. Depending on operational requirements, there may also be an Assistant Team Lead in each department.

12.05 Qualified persons chosen to be First Aid Attendants will receive the following premium based on their first aid certification:

Level one	\$ 1.00/hour
Level two	\$ 2.00/hour
Level three	\$ 3.00/hour

12.06 Employees that are certified trainers for mobile equipment and as part of their job, train other Employees on mobile equipment, will receive a premium of one dollar (\$ 1.00) per hour.

ARTICLE 13.0 VACATIONS WITH PAY

- 13.01** A "year of service" for purposes of calculating paid vacation will mean one thousand, seven hundred (1,700) hours of actual work with the Employer within a calendar year.
- 13.02** All time absent while on paid vacation, paid statutory holidays and a maximum of three hundred (300) hours of time lost due to sickness, accident or WCB shall be considered as hours of actual work.
- 13.03** Where the services of an Employee are retained by a purchaser of the business, his or her services will be deemed to be uninterrupted by the sale or purchase of the business, and shall be binding upon the purchaser.
- 13.04** Full Time Employees will be entitled to the following annual vacation with pay:

Years of Consecutive Service	Vacation Entitlement
One (1) but less than three (3)	Two (2) weeks
Three (3) but less than eight (8)	Three (3) weeks
Eight (8) but less than thirteen (13)	Four (4) weeks
Thirteen (13) but less than eighteen (18)	Five (5) weeks
Eighteen (18) or more	Six (6) weeks

Vacations must be taken in units of not less than one (1) week, unless mutually agreed.

Employees in the Casual Department will not earn vacation entitlement. They will receive their vacation percentage on each pay cheque.

13.05 For the purposes of calculating vacation pay, the following will apply:

a) An Employee who works one thousand, seven hundred (1,700) hours or more in a calendar year will be entitled to, in the following year, vacation pay equal to the greater of:

i) forty (40) hours multiplied by his or her regular hourly rate of pay for each week of vacation to which he or she is entitled, or

ii) two percent (2%) of the Employee's earnings for each week of vacation to which he or she is entitled.

b) An Employee who works less than one thousand, seven hundred (1,700) hours in a calendar year will be entitled to, in the following year, vacation pay equal to two percent (2%) of their gross earnings from the previous year for each week of vacation to which he or she is entitled.

13.06 An Employee will not be allowed payment in lieu of vacation except as provided in Article 13.07.

13.07 Upon resignation, and provided an Employee has given two (2) weeks written notice of such resignation, he or she will receive as vacation pay, a percentage of the total wages he or she has earned during the period of

employment for which no vacation allowance has been paid as follows:

Vacation Allowance Earned	Percentage of Wages Earned
Two Weeks	Four (4) Percent
Three Weeks	Six (6) Percent
Four Weeks	Eight (8) Percent
Five Weeks	Ten (10) Percent
Six Weeks	Twelve (12) Percent

- 13.08** Two (2) weeks of an Employee's paid vacation will be consecutive and given during the regular vacation period which is May 15th to September 30th. This can be varied if mutually agreeable to the Employee and the Employer.
- 13.09** Employees may request by February 1st their choice of two (2) weeks' vacation. Vacation requests will be approved in order of seniority within each department. However, Employees who have not submitted a vacation request by February 1st cannot bump for weeks already chosen by another Employee.
- 13.10** An Employee entitled to three (3) or more weeks of paid vacation, will have his or her additional week or weeks scheduled at the discretion of the Employer.
- 13.11** When a statutory holiday occurs during an Employee's vacation, the Employee will be granted an extra day's vacation with pay if the holiday is one to which the Employee would have been entitled if he or she had been at work. The extra vacation day will be scheduled,

wherever possible, on one of the days adjacent to the Employee's vacation. If this is not possible, it will be scheduled on a mutually agreeable day between the Company and the Employee.

13.12 Approved leaves from work shall not break an Employee's continuous service for vacation entitlement. Where leaves are not considered as time worked under the terms of the Collective Agreement, the absence will be bridged, that is, not counted, and the Employee's service shall be deemed to be continuous. For those Employees who work less than one thousand, seven hundred (1,700) hours in a calendar year, that year will be bridged, that is, not counted, and the Employee's service shall be deemed to be continuous.

ARTICLE 14.0 WAGES

14.01 Job classifications will be paid at hourly rates in accordance with the following Wage Categories:

- | | |
|-------------------|---|
| Category 1 | Maintenance Technician |
| Category 2 | Cutter Operator |
| Category 3 | a) Smokehouse Operator
Filling Operator
Packaging Machine Operator
Injector Operator |
| | b) Meat Cutter |
| Category 4 | Cutter Kitchen Employee
Receiving Defrost Employee |

- Category 5 a)** Sanitation Employee
Spice Room Employee
Slicer Operator
Label Room Operator
Distribution Employee
Dry Cure Technician
- b)** Packaging Employee
Dry Cure Employee
Filling Kitchen Employee
Curing Employee
- c)** Order Selector
Lunchroom Employee

Category 6 Casual
Casual Maintenance

The following hourly rates of pay for each Wage Category will be paid. Any Employee whose wage rate is higher than the rate for their Category will be red-circled until such time as the Category wage rate surpasses their red-circled rate.

Wage Category	SAR Dec.8, 2013	Dec.7, 2014	Dec.6, 2015	Dec.4, 2016	Dec.3, 2017	Dec.2, 2018	Dec.1, 2019
Category 1	\$29.35	\$29.35	\$29.35	\$29.35	\$29.35	\$29.35	\$29.35
Category 2	23.85	23.85	23.85	23.85	23.85	23.85	23.85
Category 3 a)	23.44	23.44	23.44	23.44	23.44	23.44	23.44
Category 3 b)	22.71	22.71	22.71	22.71	22.71	22.71	22.71
Category 4	20.71	20.71	20.71	20.71	20.71	20.71	20.71
Category 5 a)	20.38	20.38	20.38	20.38	20.38	20.38	20.38
Category 5 b)	18.89	18.89	18.89	18.89	18.89	18.89	18.89
Category 5 c)	17.82	17.82	17.82	17.82	17.82	17.82	17.82

Casual Department Wages

Casual Department	SAR Dec.8, 2013	Dec.7, 2014	Dec.6, 2015	Dec.4, 2016	Dec.3, 2017	Dec.2, 2018	Dec.1, 2019
Casual Employees	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
Casual Maintenance Employee	\$29.35	\$29.35	\$29.35	\$29.35	\$29.35	\$29.35	\$29.35

Bonuses for Grimm’s Fine Foods Employees

The following bonuses will be paid on the payroll following the dates listed below to current Employees from Grimm’s Fine Foods:

Bonus	Amount of Bonus	Paid When
Signing	\$ 1000.00	Sunday After Ratification (SAR) Dec. 8, 2013
Year 2 2014	\$ 500.00	Dec. 7, 2014
Year 3 2015	\$ 500.00	Dec. 6, 2015
Year 4 2016	\$ 500.00	Dec. 4, 2016
Year 5 2017	\$ 500.00	Dec. 3, 2017
Year 6 2018	\$ 500.00	Dec. 2, 2018
Year 7 2019	\$ 1000.00	Dec. 1, 2019

Bonuses for Freybe Employees Not Getting Wage Adjustment

The following bonuses will be paid on the payroll following the dates listed below to current Full Time Employees from Freybe Gourmet Foods that receive an increase of one dollar (\$ 1.00) or less:

Bonus	Amount of Bonus	Paid When
Signing	\$ 1000.00	Sunday After Ratification (SAR) Dec. 8, 2013
Year 2 2014	\$ 500.00	Dec. 7, 2014
Year 3 2015	\$ 500.00	Dec. 6, 2015
Year 4 2016	\$ 500.00	Dec. 4, 2016
Year 5 2017	\$ 500.00	Dec. 3, 2017
Year 6 2018	\$ 500.00	Dec. 2, 2018
Year 7 2019	\$ 500.00	Dec. 1, 2019

- 14.02** An Employee who is temporarily relieving an Employee, for four (4) hours or more, from another position who receives a higher rate of pay by reason of classification will be paid the higher rate of pay for all time worked in the temporary position.
- 14.03** An Employee who is transferred, or who is temporarily relieving another Employee in a lower paid position for a period of less than eight (8) weeks, will remain at his or her regular pay rate while working in the temporary position. At the expiration of eight (8) consecutive weeks, the lower rate shall prevail but the Employee will have the right to return to his or her prior position if work becomes available in that position. If an Employee is transferred to a lower paid position on a job posting or at the Employee's request, the lower rate of pay will apply immediately.

ARTICLE 15.0 JURY DUTY

- 15.01** An Employee who is called and serves as a juror will be excused from work provided he or she notifies the Employer in advance.
- 15.02** Upon presentation to the Employer of evidence of the days served on jury duty and the amount of compensation received, the Employer will pay the Employee the difference between the compensation received for jury duty and the Employee's regular earnings.
- 15.03** If released from jury duty, the Employee will return to his or her job if three (3) or more hours of his or her normal shift can be worked. Time worked in excess of eight (8) hours in one (1) day, combined with jury duty and time on the job, will be paid at overtime rates.

ARTICLE 16.0 LEAVE OF ABSENCE

- 16.01** After the completion of one (1) year of service, An Employee may apply for a leave of absence without pay by providing the Employer with a written request for the leave setting out the reason for the request and the length of leave requested. Where the Employer deems the reason and length of requested leave to be reasonable and justifiable, the Employer will grant the leave of absence without pay provided business needs can be met.
- 16.02** When an Employee's leave of absence extends beyond two (2) weeks, the Employee will reimburse the Employer for 100% of the premium costs for all benefits provided by the Employer during the leave.

16.03 Leaves of absence will not be granted for an Employee to take another position temporarily, try out new work, or venture into business for himself or herself.

16.04 Family Responsibility Leave

An Employee is entitled to up to five (5) days of unpaid leave in each calendar year to meet responsibilities related to the care, health or education of any member of the Employee's immediate family.

"Immediate family" means the spouse, child, parent, guardian, sibling, grandchild, or grandparent of an Employee, and any person who lives with the Employee as a member of the Employee's family.

Family Responsibility Leave does not accumulate from year to year.

16.05 For Employees that participate in approved training programs that are paid for by the Employer, they will have the time they miss to participate in the program count as time worked for the purposes of vacation, statutory holiday pay, and pension.

ARTICLE 17.0 BEREAVEMENT PAY

17.01 An Employee, except one still on probation, will be allowed a leave of absence with pay to attend and/or make funeral arrangements in connection with the death of a relative as follows:

An Employee on probation will be allowed the same leaves as listed below, but unpaid.

Relative	Amount of Leave
Spouse, father, mother, child, sister or brother, step-mother, step-father, step-child, step-brother, step-sister	One (1) week
Mother-in-law, father-in-law, grandmother, grandfather, grandchild, brother-in-law or sister-in-law	Three (3) days for out-of-town funeral One (1) day for local funeral
Ex-spouse, aunt, uncle	One (1) day to attend funeral

The Human Resources Department shall be notified of such occurrence and reasonable evidence may be requested from the Employee by the Employer.

17.02 “With pay” means the average daily pay to which the Employee is entitled within the payroll period the leave of absence takes place.

17.03 Employees may “split” either the three (3) days or one week to cover off both bereavement and time to attend the funeral (i.e. two (2) days bereavement taken at the time of death and one (1) day taken for the funeral).

An Employee’s day off will not be used to circumvent funeral or bereavement leave provisions. Employees may request to extend this leave for up to five (5) days by using vacation time and or other unpaid leave. Where the Employer’s business needs can still be met, the Employer will grant such a request for an extended leave.

ARTICLE 18.0 UNIFORMS AND TOOLS

18.01 Launderable outer working clothing, oilskin aprons, oilskin sleeves, gloves, hair nets, hard hats, ear muffs, and clothing for work in the freezer specified by the Employer as required, will be supplied to Employees by the Employer. All items supplied by the Employer remain the property of the Employer and shall not be removed from the Employer's premises without permission but must be returned to the Employer for new issue. Any items not returned to the Employer will be paid for by the Employee. The Employer will make the necessary arrangements for the laundering of such clothing.

18.02 The Employer will provide to applicable Employees all knives, steels, whetstones, etc. The use of these tools is subject to the establishment of regulations necessary to prevent abuse. All tools and working equipment will remain the property of the Employer.

18.03 Employees in the Sanitation Department, Maintenance Department, and Smokehouse Department will be given a footwear allowance in the amount of one hundred and twenty five dollars (\$ 125.00) per year, which will be paid each year on the anniversary date of this Agreement.

All other Employees working in the Plant will be given a footwear allowance in the amount of seventy-five dollars (\$ 75.00) per year, which will be paid each year on the anniversary date of this Agreement.

Employees have the option of electing to use their footwear allowance to purchase, through payroll deduction, steel toe rubber boots from the Employer at

50% of the cost the Employer pays for them to their yearly maximum depending on their department. Any remaining footwear allowance that has not been used to make this purchase will be paid to the Employee.

18.04 A tool allowance up to a maximum of one hundred dollars (\$ 100.00) every three (3) months will be paid to the Maintenance Department Employee(s), upon presentation of receipts, to replace worn and broken tools.

18.05 All Employees will wear ear protection while working in the plant. Ear muffs will be provided and if lost will be replaced by the employee at his or her cost. If an Employee chooses, the cost of the first pair of custom fitted ear plugs will be split between the Employer and Employee. Each four (4) years, the Employer will pay 50% of the cost of refitting an Employee with new custom fitted ear plugs.

ARTICLE 19.0 ACCUMULATED PERSONAL TIME

19.01 Full time Employees shall earn Accumulate Personal Time hours at the rate of four (4) hours for each one hundred and sixty (160) hours of regular hours worked up to a maximum of one hundred (100) hours credit. Accumulated Personal Time hours will not accumulate again until the accrual is below the cap of one hundred (100) hours. Once the cap is reached, an Employee may request a pay out of twenty (20) hours. Employees in the Casual Department will not earn Accumulated Personal Time hours.

All personal time must be pre-approved in order to use these Accumulated Personal Time hours.

All time missed due to sickness will have Accumulated Personal Time hours automatically paid out.

- 19.02** Credits will begin to accumulate from the date of the completion of a six hundred and eighty (680) hours worked eligibility period. Vacation and paid time off will count as time worked for the purposes of accumulation of Accumulated Personal Time.
- 19.03** An Employee's Accumulated Personal Time credits will be shown on each pay cheque.
- 19.04** The Employer will apply any Accumulated Personal Time credits to absences due to sickness or accident which is not covered by Insured Weekly Indemnity Benefits (or similar benefits) and may apply any Accumulated Personal Time credits to supplement Weekly Indemnity Benefits (or similar benefits) provided the total amount paid to the Employee does not exceed his or her regular earnings. All requests for payment of Accumulated Personal Time hours will be in writing to Payroll no later than the Friday at 3:00 pm following the pay period.
- 19.05** An Employee who retires on pension will be paid any Accumulated Personal Time credits he or she may have accumulated upon retirement.
- 19.06** An Employee who resigns will be paid any Accumulated Personal Time credits he or she may have accumulated.
- 19.07** An Employee who is terminated will be paid any Accumulated Personal Time credits he or she may have accumulated.

- 19.08** Accumulated Personal Time hours will only be paid out to an Employee if the Employee completes the necessary paperwork for payroll.
- 19.09** When a regular full-time Employee has qualified for Workers' Compensation benefits, the Employer will pay him or her the difference between his or her regular straight time earnings and what he or she receives from the Workers' Compensation Board for the first three (3) scheduled working days absence from the job.

ARTICLE 20.0 HEALTH AND WELFARE PLAN

- 20.01** The Employer will contribute to the premiums for an insurance plan that provides medical benefits for full-time Employees.
- 20.02** The Employer will start contributing to the premiums for an insurance plan for full-time Employees on the first day of the month following the Employee's completion of six hundred and eighty (680) hours worked.
- 20.03** The Employer will continue to pay the premiums for an insurance plan for Employees whose employment has been terminated until the end of the month in which their employment was terminated.
- 20.04** A new Employee covered by the B.C. M.S.P. at the date of his or her employment may elect to maintain his or her continuity of coverage.
- 20.05** Participation in these benefit plans will be a condition of employment for eligible regular Full Time employees

except for those Employees who may be exempt from medical benefits only.

a) Medical Benefits

- i) The Employer will pay seventy-five percent (75%) of the premium and the Employee will pay twenty-five percent (25%) of the premium for medical coverage through the B.C. M.S.P. or another carrier which provides similar benefits.
- ii) The Employer will pay one hundred percent (100%) of the premium for an insurance plan providing Extended Health Benefits coverage.
- iii) An Employee covered by another plan as a result of a dependency status which is acceptable to the Employer, will be exempt from the Employer's medical plan. If the dependency coverage of such an Employee is discontinued he or she may apply for enrolment in the Employer's medical plan. Enrolment in the plan is subject to a medical examination, and if required, will be taken at the expense of the Employee.

b) Weekly Indemnity Benefits

- i) The Employer will pay sixty percent (60%) and the Employee will pay forty percent (40%) of the premium for Weekly Indemnity benefits.
- ii) The Employee will pay all costs associated with Long Term Disability premiums and coverage. Long Term Disability premium costs will be by

payroll deduction and administered by the Employer at no cost to the Employee or Union.

c) Group Life Insurance

- i) The Employer will pay seventy-five percent (75%) and the Employee will pay twenty-five (25%) of the premium for Group Life Insurance coverage.

d) Dental Care Plan

The Employer will pay one hundred percent (100%) of the premium for Dental Benefits coverage.

20.06 Employees who have exhausted weekly indemnity benefits and/or WCB benefits and who have not returned to work for medical reasons will be considered to be on a Unpaid Medical Leave of Absence. Premiums for benefit coverage for Employees on an Unpaid Medical Leave of Absence will be split between the Employer and the Employee as follows:

- a) Dental: the Employer will pay seventy percent (70%) of the premium the Employee will pay thirty percent (30%) of the premium

All other benefits: the Employer will pay fifty percent (50%) of the premium the Employee will pay fifty percent (50%) of the premium

- b) The Employer will send out a statement of the outstanding portion of the Employee's premium amount on a monthly basis.

- c) If permissible by the carrier, the Employee may by written request, drop a specific benefit. The Employee must give the required notice as outlined by the carrier.
- d) The Union will encourage affected Employees to pay their portion of the premiums associated with 20.06 (a) on a timely basis.

ARTICLE 21.0 PENSION PLAN

21.01 The carrier for the Pension Plan will be one which is acceptable to the Employer and the Union.

21.02 An Employee will be entered into the Plan at the commencement of his or her employment.

21.03 The following pension contributions will be made by the Employer.

- 1) For former Grimm’s Employees hired prior to June 17, 2011, the Employer will contribute ninety-one cents (\$ 0.91) per hour worked, per Employee toward the Pension Plan.
- 2) For former Grimm’s Employees hired after June 17, 2011, the Employer will contribute the following per hour, per Employee toward the Pension Plan.

SAR Dec. 8, 2013	Dec. 7, 2014	Dec. 6, 2015	Dec. 4, 2016	Dec. 3, 2017	Dec. 2, 2018	Dec. 1, 2019
\$ 0.75	\$ 0.76	\$ 0.79	\$ 0.82	\$ 0.85	\$ 0.88	\$ 0.91

- 3) For former Freybe Employees, they will continue on the current pension plan for Freybe Gourmet Foods.

Employees may make voluntary contributions to the pension plan through a per pay payroll deduction once they have completed their probationary period. A payroll authorization form must be completed for this.

- 21.04** For the purpose of determining Employer contributions, hours worked will include all straight time hours actually worked and include paid time off, paid vacation, paid statutory holidays and the first six (6) months of time lost due to sickness, accident, or WCB to a maximum of 2,080 hours in a calendar year.
- 21.05** Employer contributions to the Pension plan will vest 100% after the completion of two (2) years of employment with the Company.
- 21.06** Non-vested Employer contributions (where terminations occur before the completion of two (2) years of employment with the Employer) of terminated Employees will be distributed to the pension accounts of Employees who have completed two (2) years or more Employment with the Employer. The allocation of the non-vested contributions will be on a pro-rata basis according to the actual years of service per Employee. This calculation and distribution will be made on a yearly basis.
- 21.07** The Pension Plan shall at all times conform with the provisions of the B.C. Pension Benefits Standards Act.
- 21.08** Canada Revenue Agency dictates that arrangements must be made for the withdrawal of pension funds from

the Company pension plan at the end of the year in which an Employee turns sixty-nine (69) years old. As a result, pension contributions can no longer be made to such an Employee's pension with the Company after this occurs.

It is agreed and understood that any Employee who is working during the year in which he or she turns seventy (70) years old will have his or her earned pension contributions added to his or her earnings. The rate of the calculation used in Article 21.03 will be added to the Employee's hourly rate of pay so that the pension contribution will be paid to the Employee on each pay cycle.

ARTICLE 22.0 MATERNITY, PATERNITY AND PARENTAL LEAVE

22.01 Pregnancy Leave

- 1) A pregnant employee who requests leave under this section is entitled to up to 17 consecutive weeks of unpaid leave
 - a) beginning
 - (i) no earlier than 11 weeks before the expected birth date, and
 - ii) no later than the actual birth date, and
 - b) ending
 - (i) no earlier than 6 weeks after the actual birth date, unless the employee requests a shorter period, and

- ii) no later than 17 weeks after the actual birth date.
- 2) An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to 6 consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
- 3) An employee is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (1) or (2).
- 4) A request for leave must
 - a) be given in writing to the Employer,
 - b) if the request is made during the pregnancy, be given to the employer at least 4 weeks before the day the employee proposes to begin leave, and
 - c) if required by the employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (3).
- 5) A request for a shorter period under subsection (1) (b) (i) must:

- a) be given in writing to the employer at least one week before the date the employee proposes to return to work, and
- b) if required by the employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

At no time will this benefit be less than those provided for in the Employment Standards Act.

22.02 Paternity Leave

A male Employee will be entitled to an unpaid leave of absence of up to five (5) days at the time of the birth of his child or the adoption of a pre-school child. An Employee may use one (1) week of vacation for this leave.

22.03 Parental Leave

- 1) An employee who requests parental leave under this section is entitled to,
 - a) for a birth mother who takes leave under Article 22.01 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 35 consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Article 22.01 unless the employer and employee agree otherwise,
 - b) for a birth mother who does not take leave under Article 22.01 in relation to the birth of

the child or children with respect to whom the parental leave is to be taken, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event,

- c) for a birth father, up to 37 consecutive weeks beginning after the child's birth and within 52 weeks after that event, and
 - d) for an adopting parent, up to 37 consecutive weeks of unpaid leave beginning within 52 weeks after the child is placed with the parent.
- 2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to an additional 5 consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1).
- 3) A request for leave must
- a) be given in writing to the Employer,
 - b) if the request is for leave under subsection (1) (a), (b) or (c), be given to the Employer at least 4 weeks before the employee proposes to begin leave, and
 - c) if required by the employer, be accompanied by a medical practitioner's certificate or other evidence of the Employee's entitlement to leave.

- 4) An employee's combined entitlement to leave under Article 22.01 and this Article is limited to 52 weeks plus any additional leave the employee is entitled to under Article 22.01 (3) or subsection (2) of this Article.

ARTICLE 23.0 MANAGEMENT'S RIGHTS

23.01 The Union recognizes that the management of the business and the direction of its Employees including, but not limited to, the right to hire, suspend or discharge for just cause, to relieve Employees from duty because of lack of work, to determine the methods, processes and means of production, to determine schedules of production, to determine standards of performance and quality are solely and exclusively the responsibility of the Employer, provided that none of these rights shall violate any of the provisions of this Agreement.

23.02 The Employer shall have the right to establish such Plant rules and regulations as are necessary to promote safety, plant cleanliness, efficiency, and quality standards, and as dictated by any other regulatory agencies.

ARTICLE 24.0 MISCELLANEOUS

24.01 An Occupational Safety and Health Committee will be formed and a Union Representative will be entitled to attend meetings. The minutes of the meetings of the Health and Safety Committee will be forwarded to the Union.

24.02 The Union will co-operate with the Employer regarding Employer participation in Government funded job creation programs.

24.03 Bulletin Boards will be supplied by the Company and will be placed in lunch rooms, or other areas in the plant as mutually agreed.

Bulletins authorized by the Union, concerning the following may be posted by a person so authorized by the Union:

1. Meeting notices/Updates
2. Employment Insurance Information

Any other bulletins may only be posted by mutual agreement between the Union and designated Management.

24.04 Employees may purchase products produced or carried by the Employer. The conditions of purchase and product prices will be set by the Employer. All purchases will be deducted from the Employee's pay cheque on the first pay day following the purchase. All Staff orders will be at the low limit price.

24.05 When an Employee is sick or absent and is unable to attend work, he or she must call in to the Employer and advise the Employer of the reason he or she is not coming to work as well as the time and date he or she expects to return to work. Where requested by the Employer, an Employee who calls in sick or absent for any length of time will provide the Employer with a doctor's note verifying his or her absence. For absences of less than three (3) days, the Employer will only request a doctor's note from the Employee if:

- 1) The Employee has been formally advised that his or her attendance record is unacceptable and that doctor's notes must be provided for all absences;
- 2) In the Employer's opinion, the circumstances surrounding the absence require justification;
- 3) The Employee's absence is related to a work related injury

If an Employee is absent for three (3) days or more, he or she must present a doctor's note to his or her supervisor, which clearly states that the Employee is fit to return to work as a Food Handler, before he or she returns to work. If an Employee is absent on Short Term Disability, medical leave of absence, or work related injury for any length of time, he or she must present a Physical Capacity Form to his or her supervisor before he or she returns to work. An Employee who fails to provide the required documentation to his or her supervisor will not be permitted to return to work. The provision of any such documentation will not relieve an Employee from his or her responsibility to keep his or her supervisor informed of his or her expected return to work date.

24.06 Where an Employee attends an interview with Management for the purpose of receiving a formal discipline report, the Employee shall have the right to a witness. The witness will be a shop steward or a person mutually agreed upon. If during any other private corrective interview with Management where during the interview it is determined that there will be a discipline report on the Employee's record and if the Employee feels there is a violation of Article 5.0 of this

Collective Agreement, the interview may be temporarily suspended so that the Employee may call in a witness. Any witness used by the Employee in the above situation will be another Employee working in the plant at the time the interview is being held. It is understood the witness is an observer and not a participant. It is understood that if the witness is not a shop steward, then they shall act as an observer.

24.07 An Employee who makes an advance request to the Employer to review his or her personnel file will be granted access to review his or her personnel file subject to the protection of personal information of other Employees. The review of the Employee's personnel file by an Employee will be at the plant and supervised by Management.

24.08 The following will apply in reference to Shop Stewards:

- a) One (1) Shop Steward per department per shift may be elected or appointed by the Union from time to time and the Union will inform the Employer of such elections or appointment(s).
- b) Complaints and grievances of a minor or emergency nature may be submitted verbally by a Shop Steward to the designated representative of the Employer prior to processing in the manner outlined in Article 6.0.
- c) A Shop Steward may raise grievances and complaints with the designated representative of the Employer on Company time during regular working hours providing that doing so does not disrupt the operations of the Employer.

- d) When a Shop Steward is investigating a complaint or grievance on Company time, he or she will first notify the appropriate Supervisor(s). The time for investigating complaints and grievances shall be confined to such times as will not interfere with the operation of the department or plant but shall be granted within the Shop Steward's current shift.
- e) The Shop Steward and the designated representative of the Employer will make every effort to resolve complaints and grievances as quickly as possible.

24.09 Harassment & Sexual Harassment

The Employer and the Union recognize the rights of Employees to work in an environment free from harassment. Where an allegation of harassment has been received by the Employer, it will be investigated.

- 24.10** Employees will notify the Employer immediately of any changes of address and telephone number, temporary or permanent. Failure to do so will relieve the Employer of any responsibilities it may have under this Agreement regarding lay-offs, recalls, and schedule changes.

ARTICLE 25.0 CASUAL EMPLOYEES

- 25.01** All new hires for the Casual Department will be subject to the provisions of this Article 25. The seniority date of Casual Employees will be their date of hire.
- 25.02** Casual Employees will not have any guaranteed hours and will be called in to work on an as needed basis.

Casual Employees will be called in for work in accordance with the Employer's business needs based on qualifications, availability, training, and job performance. Where the Employer determines that two or more Casual Employees have equal qualifications, availability, training, and job performance, the Casual Employee with the greater seniority will be called in to work first.

- 25.03** Casual Employees must advise the Employer's Human Resources department of their availability and provide the Employer's Human Resources department with two (2) current contact numbers. If the Employer attempts to call in a Casual Employee to work but is unable to contact the Casual Employee at either of the two (2) numbers provided, the Casual Employee loses any rights he or she might have to be called in to work for the shift in question.
- 25.04** Casual Employees who are called in to work by the Employer and who refuse or fail to respond on four (4) or more occasions within a twelve (12) month period will lose their seniority and their employment with the Employer will cease unless the Casual Employee provides a justification for the refusals or failures to respond that is satisfactory to the Employer.
- 25.05** Casual Employees who do not work for the Employer within a period of twelve (12) months will lose their seniority and their employment with the Employer will cease.
- 25.06** The hourly rate of pay for Casual Employees will be as set out in the wage scale in Article 14.01.

25.07 The probationary period set out in Article 8.01 applies to all Casual Employees.

25.08 The following articles of this Collective Agreement apply to Casual Employees:

10.0 Statutory Holidays

11.0 Overtime

13.08 Vacation percentages

25.09 The following articles of this Collective Agreement do not apply to Casual Employees:

8.06 – 8.08 Seniority

9.02 – 9.05 Hours of Work
(shift lengths will be the same as Full Time Employees outlined in Article 9.05)

13.0 Vacations With Pay

15.0 Jury Duty

16.0 Leave of Absence

17.0 Bereavement Pay

18.03 Uniforms and Tools

18.04 Uniforms and Tools

18.05 Uniforms and Tools

19.0 Sick Leave Benefits

20.0 Health and Welfare Plan

21.0 Pension Plan

25.10 Where the Employer decides to reduce the number of available working hours or to lay off Employees, Casual Employees will be affected before Full Time Employees as long as the Casual Employee does not have a special skill or certification that is needed.

25.11 Where the Employer decides to recall Employees to work, Casual Employees will be eligible to be recalled after all Full Time Employees have been recalled or have been offered but have refused recall.

25.12 Casual Employees will be eligible for the following premiums:

- a) Shift premiums outlined in Article 12.01;
- b) Maintenance certification premiums outlined in Article 12.03;
- c) First aid ticket premiums outlined in Article 12.06;

25.13 Awarding of Job Postings to Casual Employees

Employees in the Casual Department will be considered for full-time positions posted in the plant after the procedure for considering applications of full-time Employees as outlined in Article 8.09 and 8.10 has been exhausted. A Casual Employee who is awarded a posted Full Time position under Article 8.10 (a) will receive credit for his or her time already worked as a Casual Employee towards his or her vacation entitlement and benefit coverage entitlement. A Casual Employee who is awarded a posted full-time position under Article 8.10 (a) will be subject to Articles 8.11 and 8.12.

25.14 Transferring to the Casual Department

- a) Full-time employees may request to change their status to Casual Employee at any time on a permanent or temporary (a specific time period

would need to be requested) basis. The Employer will decide whether or not to grant such a request based on the Employer's operational needs.

- b) Employees who the Employer agrees to change their status from full-time Employee to Casual Employee, will maintain their seniority date.
- c) If the Employee, as a Casual Employee, continues to work in a skilled position (Category 1 – 5 a), they will continue to receive the rate of pay for that position (Category 1 – 5 a). If the Employee, as a Casual Employee, continues to work in a position in Category 5b or 5c, their rate of pay as a Casual Employee will be the rate set out for Category 6 Employees as set out in Article 14.01.
- d) If the Employee, as a Casual Employee, chooses, he or she may maintain his or her benefit coverage. For all benefits, except Long Term Disability, which the Employee would still pay one hundred percent (100%) of the premium, the Employer will pay fifty percent (50%) of the premium and the Employee will pay fifty percent (50%) of the premium.

25.15 A Casual Employee who works nineteen hundred (1900) hours of work during the previous calendar year will be offered a Full Time Employee position subject to business needs.

The Company will schedule hours to Casual Employees by their seniority with the intent to maximize hours to senior Casual Employees subject to their availability, skills, and any qualifications that may exist.

ARTICLE 26.0 TERMINATION OF THIS AGREEMENT

- 26.01** Except as otherwise provided herein, this Agreement will be effective from December 7, 2013 up to and including December 6, 2020 and from then on from year to year unless the notice as described in Article 26.02 is given. If such notice is given, the provisions contained in this Agreement will not be altered or changed until a new Collective Agreement is reached or a legal strike or lockout notice is given by one party to the other.
- 26.02** Subject to the foregoing, either party may, within four (4) months prior to December 6, 2020 or any subsequent anniversary thereof, give notice in writing to the other party to terminate this Agreement or negotiate a revision thereof.
- 26.03** The Employer and the Union agree to exclude the operation of Section 50(2) and 50(3) of the Labour Code of British Columbia Act and the same shall not be applicable to this Agreement.

Signed this 2nd day of December, 2013.

ON BEHALF OF THE EMPLOYER:



RICHARD GRIMM



ANGELA DORO



ROSLYNN SMITH

ON BEHALF OF THE UNION:



DAN GOODMAN



JASON MCCURDY



KEVIN BARR



DALBIR BASRA



PETER SCHRATTNER



PETER MORSE



ONESHIA STEWART



SUSIE PETERSEN



STEPHAN REDDICK



AUDRIS LORENZO

LETTER OF UNDERSTANDING NO. 1

RE: BARGAINING UNIT WORK

BETWEEN: FG DELI GROUP LTD.

**AND: UNITED FOOD AND COMMERCIAL WORKERS
UNION, LOCAL 247**

The Company agrees that work which is normally performed by bargaining unit members should not be performed by non-bargaining unit staff or management.

The Union recognizes that from time to time Plant Management will be allowed to perform duties such as training, product testing and development, and in cases due to absenteeism or immediate need. The Shop Steward will be informed of the reasons or conditions that would cause Plant Management to perform the work.

LETTER OF UNDERSTANDING NO. 2

RE: WAGE CATCH-UP

BETWEEN: FG DELI GROUP LTD.

**AND: UNITED FOOD AND COMMERCIAL WORKERS
UNION, LOCAL 247**

Upon the signing of this agreement, all Employees whose wage rate is below the wage rate set out in Article 14.01 for their position will have their rate increased over the term of the Collective Agreement. This increase will be calculated by first determining the difference between their current rate and the

rate set out in Article 14.01. If this difference is twenty-five cents (\$ 0.25) or less, then the Employee will receive the whole difference upon signing of this Agreement. If the difference is more than twenty-five cents (\$ 0.25) the Employee will receive an increase of twenty-five cents (\$ 0.25) upon signing of this Agreement and the balance in equal increments over the remaining six (6) years of the Collective Agreement.

Employees in the Casual Department will have their wage rate red-circled until such time as they are successful in receiving a posted full time position in a higher wage category.

LETTER OF UNDERSTANDING NO. 3

RE: WAGES FOR GRIMM'S EMPLOYEES IN GENERAL HELP SCALE

BETWEEN: FG DELI GROUP LTD.

**AND: UNITED FOOD AND COMMERCIAL WORKERS
UNION, LOCAL 247**

For Employees from Grimm's that are on the General Help wage scales, they will remain on those wage scales until they have worked the required number of hours to roll up into Category 5 b).

Grandfathered Wage Scale for General Help

The following hourly rates of pay for General Help will be paid to those hired prior to **June 17, 2011**:

General Help (Hours)	SAR Dec. 8, 2013	Dec. 7, 2014	Dec. 6, 2015	Dec. 4, 2016	Dec. 3, 2017	Dec. 2, 2018	Dec. 1, 2019
Start–1,040	\$9.50	\$9.50	\$9.50	\$9.50	\$9.50	\$9.50	\$9.50
1,041–2,080	10.25	10.25	10.25	10.25	10.25	10.25	10.25
2,081–3,120	11.00	11.00	11.00	11.00	11.00	11.00	11.00
3,121–4,160	11.75	11.75	11.75	11.75	11.75	11.75	11.75
4,161–6,240	13.83	13.83	13.83	13.83	13.83	13.83	13.83
6,241–8,320	15.58	15.58	15.58	15.58	15.58	15.58	15.58

New Wage Scale for General Help

The following hourly rates of pay for General Help will be paid to those hired after June 17, 2011:

General Help (Hours)	SAR Dec. 8, 2013	Dec. 7, 2014	Dec. 6, 2015	Dec. 4, 2016	Dec. 3, 2017	Dec. 2, 2018	Dec. 1, 2019
Start–2,080	12.00	12.00	12.00	12.00	12.00	12.00	12.00
2,081–4,160	13.00	13.00	13.00	13.00	13.00	13.00	13.00
4,161–8,320	14.00	14.00	14.00	14.00	14.00	14.00	14.00

For the purposes of General Help Category increases, hours worked are regular hours, vacation hours, and Statutory Holiday hours.

LETTER OF UNDERSTANDING NO. 4

RE: GRIMM'S LEVEL 2 POSITION EMPLOYEES

BETWEEN: FG DELI GROUP LTD.

**AND: UNITED FOOD AND COMMERCIAL WORKERS
UNION, LOCAL 247**

For Grimm's Employees that are in the following Level 2 positions, they will be reclassified as follows:

Current Position	New Position	New Category
Smokehouse Operator – Level 2	Smokehouse Operator	Category 3 a)
Stuffer Operator – Level 2	Filling Kitchen Employee	Category 5 b)
Pickle Injector Operator – Level 2	Injector Operator	Category 3 a)
Roll Stock Operator – Level 2	Packaging Machine Operator	Category 3 a)

For the Grimm's Stuffer Operator – Level 2 Employees, they will have their rate of pay red circled and will be paid the Filling Operator Category 3 a) rate of pay when they are working in that role.

LETTER OF UNDERSTANDING NO. 5

RE: WAGE FOR POSTING INTO FULL TIME POSITION

BETWEEN: FG DELI GROUP LTD.

**AND: UNITED FOOD AND COMMERCIAL WORKERS
UNION, LOCAL 247**

For Employees who are successful in posting into a Full Time position, they must complete the probationary period for that position per Article 8.11. Once this is done, their rate of pay will then be the lowest rate of pay for that position in the department and will increase per Letter of Understanding No. 2 Re: Wage Catch Up. This letter will be in effect until the end of this agreement.

LETTER OF UNDERSTANDING NO. 6

RE: SENIORITY OF EMPLOYEES

BETWEEN: FG DELI GROUP LTD.

**AND: UNITED FOOD AND COMMERCIAL WORKERS
UNION, LOCAL 247**

Upon the signing of this agreement, all Employees from both Grimm's Fine Foods and Freybe Gourmet Foods Ltd. will be merged into one seniority list based on their date of hire.

LETTER OF UNDERSTANDING NO. 7

RE: RECALL OF LAID OFF EMPLOYEES

BETWEEN: FG DELI GROUP LTD.

**AND: UNITED FOOD AND COMMERCIAL WORKERS
UNION, LOCAL 247**

For the duration of this agreement, the recall period for laid off Employees will be twenty-four (24) months.

LETTER OF UNDERSTANDING NO. 8

RE: ARTICLE 24.04 STAFF ORDERS

BETWEEN: FG DELI GROUP LTD.

**AND: UNITED FOOD AND COMMERCIAL WORKERS
UNION, LOCAL 247**

The Company is committed to providing staff purchases as set out in Article 24.04, however the merging of the facilities has created logistic issues which currently make this option impossible. The Company will reintroduce this option as soon as possible.

LETTER OF UNDERSTANDING NO. 9

RE: CURRENT PRACTICES

BETWEEN: FG DELI GROUP LTD.

**AND: UNITED FOOD AND COMMERCIAL WORKERS
UNION, LOCAL 247**

The Company agrees to continue its practice for the following:

1. For work related injuries, the Company will pay the cost of having a Physical Capacity Form completed by a medical practitioner.
2. The Company will start Full Time Employees in the Maintenance department at the rate as set out in Article 14.01 and will only pay the premiums in Article 12.03 once a full trade certification has been achieved.

LETTER OF UNDERSTANDING NO. 10

RE: MAINTENANCE DEPARTMENT

BETWEEN: FG DELI GROUP LTD.

**AND: UNITED FOOD AND COMMERCIAL WORKERS
UNION, LOCAL 247**

The Company and the Union recognize that the current wages for the Maintenance Department are not reflective of the marketplace for trade labour and thus are hampering the attracting of qualified trades personnel for the department. As a result, the Company and the Union agree, on a without

prejudice basis, to the following wage rate increases for the Maintenance Department.

Wage Category	SAR Dec. 8, 2013	Dec. 7, 2014	Dec. 6, 2015	Dec. 4, 2016	Dec. 3, 2017	Dec. 2, 2018	Dec. 1, 2019
Category 1	29.35	30.35	30.35	30.85	30.85	30.85	30.85

The Company agrees that it will review the wages of the Maintenance Department again towards the end of 2017.

LETTER OF UNDERSTANDING NO. 11

RE: SENIORITY DATE ISSUE FOR EMPLOYEES BECOMING FULL TIME

BETWEEN: FG DELI GROUP LTD.

AND: UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 247

It is set out in Article 25 that Casual employees have seniority within the Casual pool only. During the Collective Bargaining process the issue around seniority dates for Casual employees being awarded Full Time positions was not discussed.

In order to address this issue, the Company and the Union agree, on a without prejudice basis, that when a Casual Employee is awarded a Full Time position, their seniority date will then become the date they assume the Full Time position. The employee's hire date will be used only to determine vacation time entitlement.

As to all Letters of Understanding

Signed this 2nd day of December, 2013.

ON BEHALF OF THE EMPLOYER:



RICHARD GRIMM



ANGELA DORO



ROSLYNN SMITH

ON BEHALF OF THE UNION:



DAN GOODMAN



JASON MCCURDY



KEVIN BARR



DALBIR BASRA



PETER SCHRATTNER



PETER MORSE



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STEPHAN REDDICK



AUDRIS LORENZO

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