

COLLECTIVE AGREEMENT

between

GRIMM'S FINE FOODS

and

UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 247

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

Term of Agreement

June 1, 2008 to May 31, 2013

## COLLECTIVE AGREEMENT

Memorandum of Agreement made this 4<sup>th</sup> day of October 2008.

**BETWEEN:**

GRIMM'S FINE FOODS

(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:

### 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 7680 Alderbridge Way, Richmond, 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.

## 2.0 UNION SHOP

- 2.01 The Employer agrees to retain in his employ within the Bargaining Unit, only members of the Union in good standing. It is the responsibility of the Employee to maintain membership in good standing 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.

## 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.
- 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.

#### 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.

#### 5.0 TERMINATION OF EMPLOYMENT

- 5.01 After the end of the probationary period, Employees terminated by the Employer, unless guilty of rank insubordination, dishonesty, drunkenness, obvious disloyalty or absence without leave without a valid reason for such absence, shall receive a written termination notice and either notice or pay in lieu of notice as follows:

<u>Length of Service</u>	<u>Notice/Pay Required</u>
Up to three years	Two weeks' notice or two weeks' pay
Each subsequent year of continuous employment	One additional week's notice or pay up to a maximum of eight (8) weeks' notice or pay

A "week's pay" is calculated by totalling all the Employee's weekly wages, at the regular wage, during the last 8 weeks in which the Employee worked normal or average hours of work, dividing the total by 8, and multiplying the result by the number of weeks' wages the Employer is liable to pay.

- 5.02 Article 5.01 shall not invalidate an Employee's right to protest his or her termination and to be re-instated, as set out in Article 5.07.
- 5.03 Employees reduced to part-time who resign or are terminated within two (2) months of the date of their reduction to part-time, shall be given whatever pay in lieu of notice they were entitled to immediately prior to the date of their reduction to part-time provided an Employee gives two (2) weeks' notice of termination. "Pay in lieu of notice" is calculated by totalling all the Employee's weekly wages, at the regular wage, during the last 8 weeks in which the Employee worked normal or average hours of work, dividing the total by 8, and multiplying the result by the number of weeks' wages the Employer is liable to pay. This will not apply if an Employee is terminated for and guilty of rank insubordination, dishonesty, drunkenness, obvious disloyalty or absence without leave without a bona fide reason for such absence.
- 5.04 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. 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.

- 5.05 Any Employee who believes he or she has been wrongly terminated may report his or her allegations to the Union. If the Union considers the allegations to have merit, the termination shall become a grievance and be subject to the grievance procedure as set out in Article 6.0.
- 5.06 Termination of an Employee within the probationary period or any mutually agreed extension thereof, shall not be subject to challenge by the Union or the Employee and the grievance procedure will not be applicable.
- 5.07 If an Employee is terminated without proper cause, he or she shall be reinstated and shall receive pay for the time lost between the date of termination and re-instatement. Pay for the time lost will be the difference between amounts received by the employee for other employment and his or her regular pay, unless mutually agreed by both parties.
- 5.08 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.
- 5.09 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. Where notice in writing is given rather than pay in lieu of notice, the period of such notice shall commence at the time such notice is received by the Employee.
- 5.10 An Employee who resigns and alleges he or she did so under provocation shall, upon request, have his or her case reviewed by the Employer and shall have the right to have a full-time Union representative in attendance during the review. The review shall take place within two (2) working days of the resignation.
- 5.11 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
- Life
- Extended Health
- Vision
- AD&D
- Dental

#### 5.12 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 make every reasonable effort to assist an Employee with alcohol and drug related problems to overcome their dependency, provided the Employee is willing to recognize the problem and accept assistance.

## 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 Shop Steward.
  - Step 2 A meeting will be held with the Employee, Human Resources, Department Supervisor/Supervisor, and the Shop Steward. A decision will be rendered within two (2) working days of this meeting.
  - Step 3 If there is no resolution, then Human Resources will receive a written grievance within seven (7) working days of the rendered decision at Step 2.
  - Step 4 A meeting will be held with Employee, Human Resources, Union Representative, and the Shop Steward regarding the decision of the written grievance with documentation within seven (7) working days from receipt of the grievance Step 3.
- 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.

## 7.0 BOARD OF ARBITRATION

### 7.01 Expedited Arbitration

- (a) A party to a collective agreement may refer a difference respecting its interpretation, application, operation or alleged violation, including a question as to whether a matter is arbitrable, to the director for resolution by expedited arbitration.
- (b) No difference may be referred to the director under this Article unless
  - (i) the grievance procedure under the Collective Agreement has been exhausted, and
  - (ii) the application is made within forty-five (45) days of the completion of the steps of the grievance procedure preceding a reference to arbitration.
- (c) No difference under the Collective Agreement may be referred to the director under this Article if
  - (i) the difference has been referred to arbitration under the Collective Agreement by the party who wishes to refer it under this Article, or
  - (ii) the time, if any, stipulated in or permitted under the Collective Agreement for referring the difference to arbitration has expired.
- (d) If a difference is referred to the director within the time periods specified in this Article, the director
  - (i) shall appoint an arbitrator to hear and determine the matter arising out of the difference,

- (ii) shall fix the date on which the hearing by the arbitrator will commence, which date must be within twenty-eight (28) days after the day on which the difference was referred to the director, and
    - (iii) may, if a party so requests and the other party agrees, appoint a settlement officer to assist the parties in settling the grievance before the hearing.
  - (e) If a settlement officer is appointed under Article 7.01(d), the settlement officer shall, within five (5) days after the appointment or within such further time as the director may allow,
    - (i) inquire into the difference,
    - (ii) endeavour to assist the parties in settling the difference, and
    - (iii) report to the director on the results of the inquiry and the success of the settlement effort.
  - (f) If the parties are unable to settle the difference, the arbitrator appointed under Article 7.01(d) shall proceed to hear and determine the matter arising out of the difference and shall, subject to Article 7.01(g), issue a decision within twenty-one (21) days after the conclusion of the hearing.
  - (g) If jointly requested to do so by the parties to the difference, the arbitrator appointed under Article 7.01(d) shall, if possible, issue an oral decision within one day after the conclusion of the hearing and shall issue written reasons within the time specified in Article 7.01(f).
  - (h) An arbitrator appointed under Article 7.01(d) has all the power and jurisdiction of an arbitrator appointed under this Code or the collective agreement between the parties to the difference.
  - (i) This section applies to every party to the Collective Agreement and every person bound by a Collective Agreement, despite any provision in the Collective Agreement.
  - (j) The other provisions of the Part apply to an arbitration under this Article, with the modifications necessary to accommodate appointments and expedited processes under this Article.
- 7.02 The Board of Arbitration shall have three (3) members or, if mutually agreed, a single Arbitrator.
- (a) Within ten (10) days (excluding Sundays and holidays) following receipt of notice, the Employer and the Union shall each select a representative to serve on the Board of Arbitration.

- (b) Within five (5) days (excluding Sundays and holidays) of being selected the parties will choose a third person to act as an impartial Chair. If the parties cannot agree on a Chair within the period specified above, the Labour Relations Board of British Columbia will immediately be requested to appoint an impartial Chair.
- (c) Within five (5) days of the appointment of the impartial Chair, the Board of Arbitration shall meet to consider the matter and shall render a decision within fourteen (14) days after its first meeting.
- (d) It is agreed that the time limits set forth in Articles 7.02(a), (b) and (c) may be changed by mutual agreement between the Employer and the Union.

7.03 No person shall serve on the Board of Arbitration who is involved or directly interested in the matter under consideration.

7.04 In reaching its decision, the Board of Arbitration shall be governed by the provisions of this Agreement. The Board of Arbitration shall not have the power to change, modify or alter this Agreement in any way, but it may interpret its provisions. The expense of the impartial Chair shall be shared equally between the Employer and the Union unless otherwise prohibited by law.

7.05 The findings and decisions of the Board of Arbitration shall be binding and enforceable on all parties. A decision of a majority of the Board of Arbitration shall be deemed to be a decision of the Board.

## 8.0 SENIORITY

8.01 A new Employee shall be considered as probationary for his/her first three hundred and sixty (360) hours worked. Hours worked will include regular hours and overtime hours calculated as straight time. This probationary period may be extended by mutual agreement between the Union, the Employer, and the Employee.

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 listed in their plant Section of Raw, RTE, or MOSS will be as follows:

RAW  
Boning Room  
Production 1  
Production 2  
Ham Room

RTE  
Packaging  
Shipping

MOSS  
Maintenance  
Office  
Smokehouse  
Sanitation

Employees will be listed in their department within the Section 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 Category 4 and General Help Employees first and shall 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 in the Section on the shift affected. If work is available elsewhere in the Section, 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 Section within each shift (day, afternoon, night, or weekend) shall apply. An Employee who has the plant seniority within the Section shall exercise that seniority by replacing the least senior Employee in the Section 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) days excluding week-ends.

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 Section 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 weeks 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) EXEMPTIONS TO THE ABOVE ARTICLE

- i) Office will have the right to bump into plant on long term lay-off only
- ii) Maintenance core group of top seven (7) Employees by plant seniority in the Engineer position will be exempt
- iii) Sanitation core group of top five (5) Employees by plant seniority in this department will be exempt

f) 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.

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

#### 8.08 Recall of Laid Off Employees

- 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 in the Section 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 within the Section with the next Employee listed in the Section who is immediately available for work and he/she shall resume his/her original Section 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 five (5) 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. The positions of Smokehouse Operator – Level 1, Stuffer Operator – Level 1, and Roll Stock Operator – Level 1 will be filled from applicants in the Level 2 corresponding job (i.e. Stuffer Operator – Level 2 for Stuffer Operator – Level 1).
- 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, Silent Cutter Operator, Engineer, or Shipping Head (1 per shift) 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 the rate as set out in Article 14.0.
- 8.13 It is agreed that Articles 8.09, 8.10, and 8.11 shall not apply to the Classification of Sausage Maker, Spice Mixer, or Office positions.
- 8.14 In the event the Company has a job opening in the office, the Company shall place on the two staff bulletin boards, a copy of the newspaper advertisement and/or a description of the job, so interested Employees currently working in other areas of the Company may apply for the position. The Company reserves the right to select the candidate that it believes is best suited for the Office position.

## 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. The Employer shall provide time clocks to enable employees to record their time for payroll purposes. Time clocks shall be used, and time cards will be used for payroll purposes. Employees shall record their own time at the time they start and finish work.
- 9.05 The basic work week shall be forty (40) hours consisting of five (5) eight (8) hour days, four (4) ten (10) hour days, or three (3) twelve (12) hour days.
- (a) Two (2) Shipping Department Employees may start at 9:00 p.m. on Sunday. Premium pay for the one (1) hour between 9:00 and 10:00 p.m. will be paid as outlined in Article 12.02 - Premium Pay. Any other time worked on Sunday will be paid as outlined in Article 11.0 - Overtime Pay.
  - (b) All scheduled shifts will be such that all days off will be consecutive. For those employees who work the 3 X 12 hour shift, the weekend will be designated as Monday and Tuesday.
  - (c) 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.
  - (d) 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.
  - (e) 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.
  - (f) With the exception of employees in the Maintenance Department, the scheduling of a work week in which a Saturday shift is to be worked by Employees hired before August 12, 1990, will be as follows:
    - (i) the requirement for staffing of shifts in which Saturday hours will be worked by Employees hired before August 12, 1990 will be determined by management,

- (ii) volunteers will be sought for the shift in which Saturday hours will be worked, and the staffing on the shift will be determined on the basis of seniority,
    - (iii) if no qualified Employee volunteers for the shift in which Saturday hours will be worked, Management will establish a fair rotation of Employees, such rotation to not require Employees to work more than four consecutive weeks in which Saturday hours will be worked.
  - (g) An Employee hired before August 12, 1990 who is not in the Maintenance Department will be paid a premium of \$2.00 per hour for the hours worked on Saturday when working on a shift in which Saturday hours will be worked.
  - (h) An Employee who volunteers for a shift in which Saturday hours will be worked may, at any time, relinquish the shift provided that two (2) weeks' notice before the next schedule is posted is provided.
  - (i) 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 two (2) fifteen (15) minute rest periods. One (1) rest period will be before the meal period and one (1) will be after.
  - c) An Employee who works an eight (8) hour shift shall receive two (2) fifteen (15) minute rest periods. One (1) rest period shall be before the meal period and one (1) shall be after.
  - d) An Employee who works a ten (10) hour shift shall have three (3) fifteen (15) minute rest periods. One (1) rest period shall be before the meal period and one (1) after, and one (1) shall be during the longer part of the shift.
  - e) An Employee who works the 3 X 12 hour shift will have two (2) thirty (30) minute rest periods. One (1) rest period will be before the meal period and one (1) will be after.

- 9.08 There will be a ten (10) minute rest period after each continuous hour worked by an Employee in the freezer. Clothing will be provided by the Employer for this work.
- 9.09 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.
- 9.10 If an Employee is called in to work, he or she will receive eight (8) hours' pay unless work is unavailable because of force majeure, labour strife or any other situation not in the Employer's control.
- 9.11 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 Lead Hand or Supervisor if an absence is necessary.

10.0 STATUTORY HOLIDAYS

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

New Year's Day	Canada Day	Thanksgiving Day
Good Friday	B.C. Day	Remembrance Day
Victoria Day	Labour Day	Christmas Day
Boxing 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, an Employee will receive the following statutory holiday pay depending on the average hours he or she has worked in the four (4) weeks preceding the week in which the holiday occurs:

For an Employee who works five (5) eight (8) hour days:

<u>Average Hrs Worked</u>	<u>Pay Entitlement</u>
20 but less than 32	6 hrs' pay for each holiday
32 or more	8 hrs' pay for each holiday

For an Employee who works four (4) ten (10) hour days:

<u>Average Hrs Worked</u>	<u>Pay Entitlement</u>
20 but less than 30	7 hrs' pay for each holiday
30 or more	10 hrs' pay for each holiday

An Employee who has worked less than the average hours shown above will receive four (4) hours' pay for each statutory holiday, provided he or she has worked at least fifteen (15) days during the thirty (30) calendar days prior to the statutory holiday.

For an Employee who works three (3) twelve (12) hour days:

<u>Average Hrs Worked</u>	<u>Pay Entitlement</u>
12 but less than 24	9 hrs' pay for each holiday
24 or more	12 hrs' pay for each holiday

An Employee who has worked less than the average hours shown above will receive six (6) hours' pay for each statutory holiday, provided he or she has worked at least ten (10) days during the thirty (30) calendar days prior to the statutory holiday.

10.04 For purposes of determining statutory holiday pay entitlement for a full-time Employee, all paid time off and hours absent due to sickness or accident, will be counted as hours worked if the full-time Employee would have been scheduled to work during the hours he or she were absent.

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 An Employee in the Shipping Department who works on the statutory holidays listed below and starts at 10:00 p.m. will receive one and one-half (1-1/2) times his or her regular rate of pay until 12:00 a.m. Any time worked before 10:00 p.m. will be paid at two (2) times his or her regular rate of pay:

Victoria Day	B.C. Day	Labour Day
Canada Day	Thanksgiving Day	Remembrance Day

10.07 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.

10.08 This Article 10.0 does not apply to an Employee hired exclusively for the Christmas busy season.

- (a) An Employee hired for this period will be entitled to statutory holiday pay in accordance with the Employment Standards Act.
- (b) If recalled within two (2) weeks from the date of lay-off an Employee shall receive his or her appropriate pay for the statutory holidays.

10.09 Management will determine which day the weekend shift Employees receive off work.

## 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 (1-1/2) 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 Sunday, except as outlined in Article 9.05(a), will be paid at two (2) times his or her regular hourly rate of pay.

11.03 An Employee who works outside of those hours defined in Article 9.05 will be paid at the rate of one and one-half (1-1/2) 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.

11.04 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.

11.05 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 within the Section will be asked third by Plant seniority; then employees from the other Sections will be asked fourth 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) hours 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 OT 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.

## 12.0 PREMIUM PAY

12.01 An Employee will be paid an eighty-five cent (\$0.85) per hour shift premium for all time that he or she works between the hours of 6:00 PM and 5:00 AM.

12.02 Two Shipping Department Employees who start at 9:00 p.m. on Sunday shall be paid a two dollar (\$2.00) per hour premium for the one (1) hour between 9:00 p.m. and 10:00 p.m.

12.03 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 (1-1/2) times his or her regular hourly rate for the time worked prior to the expiry of the ten (10) hour interval.

12.04 Engineers (Maintenance) will receive the following shift premiums:

Boiler Engineer (Limit of three (3) Engineers)	Fourth Class Ticket	\$0.75/hr
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Boiler Engineer (Limit of one (1) Engineer)	Third Class Ticket	\$1.00/hr
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Emergency Call-in		\$20.00/call in
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Effective June 1, 2010 Engineers (Maintenance) will receive the following shift premiums:

Boiler Engineer (Limit of three (3) Engineers)	Fourth Class Ticket	\$1.25/hr
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Boiler Engineer (Limit of one (1) Engineer)	Third Class Ticket	\$1.50/hr
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Emergency Call-in		\$20.00/call in
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12.05 A Lead Hand will receive a premium of seventy-five cents (\$0.75) per hour.

12.06 A sanitation employee will be paid a premium of twenty-five cents (\$0.25) per hour for all time worked in the shift in which he or she cleans the Smokehouses with caustic.

12.07 Qualified persons chosen to be a First Aid Attendant will receive the following premium:

(a) An Employee who holds an Occupational First Aid certificate level 2 will be paid a premium of one dollar and twenty-five cents (\$1.25) per hour.

- (b) Effective June 1, 2010 an Employee who holds an Occupational First Aid certificate Level 2 will be paid a premium of one dollar and seventy-five cents (\$1.75) per hour.

There will be no more than one (1) designated First Aid Attendant per shift.

### 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 Employees will be entitled to the following annual vacation with pay:

<u>Years of Consecutive Service</u>	<u>Vacation Entitlement</u>
One (1) but less than three (3)	Two (2) weeks
Three (3) but less than nine (9)	Three (3) weeks
Nine (9) but less than fifteen (15)	Four (4) weeks
Fifteen (15) but less than twenty-one (21)	Five (5) weeks
Twenty-one (21) or more	Six (6) weeks

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

13.05 For the purposes of calculating vacation pay, the following will apply subject to the provisions of Letter of Understanding No. 4:

- 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 for the previous year for each week of vacation to which he or she is entitled.

- c) If, by the end of any calendar year, an Employee has accumulated more vacation pay than what will be paid out in the following year based on his or her entitlement in Article 13.04, the difference between what the Employee has accumulated and what he or she will receive as vacation pay will be paid out to the Employee when he or she takes his or her first week of vacation.

13.06 Vacation pay will be paid to an Employee before his or her vacation, provided a vacation request is submitted at least two (2) weeks before the start of his or her vacation. If the Employee submits a vacation request less than two weeks before the start of his or her vacation he or she will receive vacation pay on the following pay day.

13.07 An Employee will not be allowed payment in lieu of vacation except as provided in Articles 13.08 and 13.09.

13.08 Upon resignation, and provided an Employee has given two 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:

<u>Vacation Allowance Earned</u>	<u>Percentage of Wages Earned</u>
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

13.09 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.

13.10 The Employer shall post a Vacation Request Schedule by December 1st of each year and Employees must indicate by January 1st their choice of two (2) weeks' vacation during the regular vacation period. Vacation requests will be approved in order of seniority within each department, however, Employees who have not submitted a vacation request by January 1st cannot bump for weeks already chosen by another Employee.

Vacation time will only be carried over into the following year once every three years. For vacation time that is carried over, the money associated with that time will be paid to the Employee at the end of the year in which the vacation is for. For example, if 2 weeks of vacation time for 2008 are to be carried into 2009, then the money for that vacation time would be paid to the

Employee at the end of 2008. Additional requests due to unusual circumstances will be considered.

- 13.11 An Employee entitled to three (3), four (4), five (5), or six (6) weeks of paid vacation, will have his or her additional week or weeks scheduled at the discretion of the Employer either prior to or following the regular vacation period.
- 13.12 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.
- 13.13 Where an Employee receives three (3) or more weeks' vacation with pay, and a statutory holiday occurs during the Employee's vacation, the Employee will receive an additional day's pay if, in the opinion of the Employer, an extra day's paid vacation would interfere with the vacation schedule or hamper operations.
- 13.14 An Employee who works a minimum of fourteen hundred and fifty (1,450) hours in each year, for three (3) consecutive years, but who does not otherwise qualify for three (3) weeks' vacation with pay, will be entitled to six percent (6%) of his or her current year's gross earnings in each year in which he or she qualify and have a choice of equivalent paid vacation or pay in lieu thereof. Paid statutory holidays and vacation are considered as time worked.
- 13.15 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.

#### 14.0 WAGES

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

Engineer – Millwright / Electrician  
Engineer – Boiler Operator

Category 1

Meat Cutter  
Sausage Maker

Category 2

Smokehouse Operator – Level 1  
Silent Cutter Operator  
Stuffer Operator – Level 1  
Roll Stock Machine Operator – Level 1  
Pickle Injector Operator – Level 1

Category 3

Mixer/Grinder Operator  
Shipping Head  
Packaging Head  
Smokehouse Operator – Level 2  
Stuffer Operator – Level 2  
Pickle Injector Operator – Level 2  
Roll Stock Operator – Level 2  
Slicer Operator  
Sanitation  
Office Head

Category 4

Packaging Employee  
Shipping Employee  
Production Employee  
Ham Room Employee  
Maintenance  
Office Employee

The following hourly rates of pay for each Wage Category will be paid:

Wage Category	June 1/08	June 1/09	June 1/10	June 1/11	June 1/12
Engineer – Millwright/Electrician	\$28.00	\$28.30	\$28.50	\$28.85	\$29.35
Engineer – Boiler Operator	\$24.00	\$24.30	\$24.50	\$24.85	\$25.35
Category 1	\$22.37	\$22.67	\$22.87	\$23.22	\$23.72
Category 2	\$22.09	\$22.39	\$22.59	\$22.94	\$23.44
Category 3	\$19.03	\$19.33	\$19.53	\$19.88	\$20.38
Category 4	\$17.54	\$17.84	\$18.04	\$18.39	\$18.89
Student	\$9.50	\$9.50	\$9.50	\$9.50	\$9.50

General Help	June 1/08	June 1/09	June 1/10	June 1/11	June 1/12
Start – 1,040 hours	\$9.50	\$9.50	\$9.50	\$9.50	\$9.50
1,041 – 2,080 hours	\$10.25	\$10.25	\$10.25	\$10.25	\$10.25
2,081 – 3,120 hours	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
3,121 – 4,160 hours	\$11.75	\$11.75	\$11.75	\$11.75	\$11.75
4,161 – 6,240 hours	\$13.83	\$13.83	\$13.83	\$13.83	\$13.83
6,241 – 8,320 hours	\$15.58	\$15.58	\$15.58	\$15.58	\$15.58

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

After 8,320 hours of work, General Help employees will move to Category 4.

At time of ratification, all Employees in the General Help Category will be merged into the new wage progression as above. Those Employees at the 3,121 – 4,160 hours and the 4,161 – 6,240 hours level at time of ratification will remain on the old progression scale until they have completed 6,240 hours and then they will be moved to Category 4.

#### Signing Bonus

At time of ratification, all Employees will receive a one-time signing bonus based on hours worked from June 1, 2008 until October 4, 2008. Hours worked will include regular hours, overtime, vacation, and statutory holiday. The bonus scale will be as follows:

Less than 250 hours	=	\$100.00
251 – 500 hours	=	\$250.00
501 – 700 hours	=	\$500.00
701 or more hours	=	\$750.00

These payments will be paid on the first payroll cycle after ratification.

#### MEAT CUTTER TRAINING PROGRAM

1. Training Positions will be filled in accordance with Article 8.10 (Job Posting).
2. The probation period will be as outlined in Article 8.11.
3. The successful applicant(s), if their current hourly rate of pay is higher than the start rates on the Training Position wage schedule, will be Red-Circled until their Accumulated Training Hours Worked exceeds the Red-Circled rate of pay.
4. Meat Cutter Training Positions Wage Schedules:

Accumulated Training Hours worked	June 1/08	June 1/09	June 1/10	June 1/11	June 1/12
Start – 1,040	\$17.54	\$17.84	\$18.04	\$18.39	\$18.89
1,041 – 2,080	\$18.54	\$18.84	\$19.04	\$19.39	\$19.89
2,081 – 3,120	\$19.54	\$19.84	\$20.04	\$20.39	\$20.89
Over 3,120	\$22.37	\$22.67	\$22.87	\$23.22	\$23.72

- 14.02 The Employer will attempt to maintain the number of Meat Cutters at five (5). The Employer will also attempt to increase the number of Meat Cutters.
- 14.03 If an Employee is receiving a wage rate in excess of the rates herein contained, his wage rate will not be reduced by reason of the signing of this Agreement.
- 14.04 There will be a Lead Hand in the Boning Department and a Lead Hand in the Packaging Room providing there is more than one (1) Employee in the Department.
- 14.05 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.
- 14.06 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.

## 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.

## 16.0 LEAVE OF ABSENCE

- 16.01 After the completion of one (1) year of service, An Employee may apply for and be granted a leave of absence without pay in situations where a justifiable reason exists. Requests for such leaves must be in writing and should show the length of time requested. The Employer shall answer such requests in writing. Upon written request, a leave of absence may be extended provided the Employee has a valid reason for requiring the extension.
- 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.

## 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.

<u>Relative</u>	<u>Amount of Leave</u>
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 All time off under this Article must be taken at the time of the bereavement.

## 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 and Smokehouse Operators and Assistant Smokehouse Operators plus one (1) designated person who performs the majority of his or her work within and around the Smokehouse area 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 (excluding the Office) 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.

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.

## 19.0 SICK LEAVE BENEFITS

- 19.01 Regular full-time employees shall accumulate sick leave hours at the rate of five (5) hours for each one hundred and sixty (160) hours of regular hours worked.
- 19.02 Credits will begin to accumulate from the date of the completion of a three (3) month full-time employment eligibility period. Paid time off, vacation, and a maximum of three hundred (300) hours of time off due to sickness, accident or WCB in a calendar year will count as time worked for the purposes of accumulation of sick hours.
- 19.03 An Employee's accumulated sick leave credits will be shown on each pay cheque.
- 19.04 The Employer will apply any accumulated sick leave to absences due to sickness or accident which is not covered by Insured Weekly Indemnity Benefits (or similar benefits) and may 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 sick leave hours will be in writing to Payroll no later than the Monday at 3:00 pm following the pay period.
- 19.05 An Employee who retires on pension will be paid any sick leave credits he or she may have accumulated upon retirement.
- 19.06 An Employee who resigns will be paid any sick leave credits he or she may have accumulated.
- 19.07 An Employee who is terminated will be paid any sick leave credits he or she may have accumulated.
- 19.08 Accumulated sick hours will only be paid out to an Employee for reasons other than sickness if the payout will not reduce an Employee's accumulated sick hours below forty (40) hours.
- 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. Thereafter, the Employer will pay him or her the difference between seventy-five percent (75%) of his or her regular straight time earnings and what he or she receives from the Workers' Compensation Board for a period of up to thirteen (13) weeks from the first day of absence.

## 20.0 HEALTH AND WELFARE PLAN

- 20.01 The Employer will provide eligible full-time Employees with medical benefits as set out below or similar benefits which are mutually acceptable to the Union and the Employer.
- 20.02 A full-time Employee will be eligible for all benefits except Weekly Indemnity on the first day of the month following four (4) consecutive months of employment. An Employee becomes eligible for Weekly Indemnity on the first day of the month following three (3) consecutive months of employment.
- 20.03 Coverage for Employees who are terminated will continue until the end of the month in which they were 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 provide medical coverage through the B.C. M.S.P. or another carrier which provides similar benefits. The Employer will pay eighty percent (80%) of the premium and the Employee will pay twenty percent (20%).
- (ii) The Employer will provide Extended Health Benefits coverage through a carrier which provides similar benefits. The Employer will pay eighty percent (80%) of the premium and the Employee will pay twenty percent (20%). There will be a twenty-five dollar (\$25.00) deductible on eligible expenses in each calendar year. A prescription drug card will be provided by the Employer.
- (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 enrollment in the Employer's medical plan. Enrollment in the plan is subject to a medical examination, and if required, will be taken at the expense of the Employee.

### (b) Eyeglass Coverage

- (i) The Extended Health Benefits coverage will include Eyeglass Coverage. This coverage will include two hundred and fifty dollars (\$250.00) coverage in a two (2) year period for adults.

The coverage will include two hundred and fifty dollars (\$250.00) coverage in a one (1) year period for dependent children up to twenty-one years (21) of age or twenty-five (25) years of age if in full-time attendance at an accredited educational institution.

(c) Weekly Indemnity Benefits

- (i) Weekly indemnity benefits will commence on the first (1st) day of hospitalization and day surgery due to non-occupational accident or sickness or if no hospitalization is involved, on the sixth (6th) day of absence due to sickness or accident. Weekly indemnity benefits will be paid at the rate of sixty-six and two-thirds percent (66 2/3%) of an Employee's gross weekly earnings. The period of benefit coverage is twenty-six (26) weeks. The Employer will pay seventy percent (70%) of the premium and the Employee will pay thirty (30%).
- (ii) Total cost of the Long-Term Disability Plan will be borne by the Employees. Premium costs will be by payroll deduction and administered by the Employer at no cost to the Employee or Union.

(d) Group Life Insurance

- (i) Group Life Insurance coverage of fifty thousand dollars (\$50,000.00) will be provided. The Employer will pay eighty percent (80%) of the premium and the Employee will pay twenty (20%).

(e) Dental Care Plan

The Employer will provide dental coverage as set out below. The Employer will pay the full cost of the premium and there are no deductibles.

Plan "A" - Basic Coverage

80% co-insurance

Diagnostic Services

All necessary procedures to assist the dentist in evaluating the existing conditions to determine the required dental treatment, including:

Oral examinations  
Consultants

X-rays (complete mouth x-rays will be covered only in a three year period)

### Preventative Services

All necessary procedures to prevent the occurrence of oral disease, including:

Cleaning and scaling  
Topical application of fluoride  
Space maintainers

### Surgical Services

All necessary procedures for extractions and other surgical procedures normally performed by a dentist.

### Restorative Services

All necessary procedures for filling teeth with amalgam, synthetic porcelain and stainless steel crowns. Gold inlays or onlays will be provided as a filling material only when teeth, in the professional opinion of a dentist, cannot be restored with any of the above materials. Gold foil will be provided only in cases of repair to pre-existing restorations.

### Prosthetic Repairs

All necessary procedures required to repair or reline fixable or removable appliances.

### Endodontics

All necessary procedures required for pulpal therapy and root canal filling.

### Periodontics

All necessary procedures for the treatment of tissues supporting the teeth.

### Plan "B" - Prosthetic Appliances & Crown & Bridge Procedures

75% co-insurance

Crowns and Bridges

Partial and/or complete dentures, but not more than once in five (5) years. Dentures lost, broken or stolen will not be replaced.

Plan "C" - Orthodontics

75% co-insurance

The orthodontic plan implemented by the Employer will remain in effect.

20.06 Employees who have exhausted weekly indemnity benefits and/or WCB benefits and who have not returned to work will be considered to be on a Medical Leave of Absence. Premiums for benefits 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.

20.07 Should the Federal or Provincial Governments introduce legislation, the effect of which is to supplement or overlap existing health and welfare plans, the parties to this Agreement agree to immediately discuss the modification of present benefits so that the total cost of the combined plans will be limited to the level outlined in this Agreement, which change will be effective as of the date that the plan involved is altered because of such legislation.

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 Commencing June 1, 2008 the Employer will contribute eighty-three cents (\$0.83) per hour worked, per Employee toward the Pension Plan.

Commencing June 1, 2009 the Employer will contribute eighty-five cents (\$0.85) per hour worked, per Employee toward the Pension Plan.

Commencing June 1, 2010 the Employer will contribute eighty-seven cents (\$0.87) per hour worked, per Employee toward the Pension Plan.

Commencing June 1, 2011 the Employer will contribute eighty-nine cents (\$0.89) per hour worked, per Employee toward the Pension Plan.

Commencing June 1, 2012 the Employer will contribute ninety-one cents (\$0.91) per hour worked, per Employee toward the Pension Plan.

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.

## 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.

## 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.

## 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 Employer will provide Employees with tea, coffee, meat, and buns.
- 24.03 The Union will co-operate with the Employer regarding Employer participation in Government funded job creation programs.
- 24.04 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.

- 24.05 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 with no charge for slicing.
- 24.06 It is understood, and agreed, that no Employee will engage in any additional employment outside the Company which would involve a conflict of interest between that employment and his or her employment with the Company. Conflict of interest is defined as "Any employment in a capacity, of which the nature is the same or similar to the work at Grimm's Fine Foods."
- 24.07 When an Employee calls in sick, he or she will give a reason as to why he or she is not coming to work as well as the time and date he or she expects to return. If an Employee is absent for three (3) days or more, he or she will not be able to begin his or her shift upon returning to work without presenting a doctor's note to his or her supervisor. The doctor's note will clearly state that the Employee is able to return to work as a Food Handler or office staff employee. This will not relieve an Employee of his or her responsibility to keep his or her supervisor informed of his or her expected return date.

The above note also applies to those Employees who have been absent on Short Term Disability, medical leaves of absence, or a work related injury (WCB) where the Employee is off the remainder of the injury day or beyond the date of injury regardless of the length of absence.

For absences of less than three (3) days, the Employer will not require doctor's notes from Employees unless:

- 1) The Employee has been formally advised that their attendance record is unacceptable and that doctor's notes will be required in the future;  
or

- 2) The duration of the absence, or circumstances surrounding the absence requires justification.
- 3) The absence is related to a work related injury as noted above.

24.08 A valid Health Certificate is a condition of employment.

24.09 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.

24.10 Subject to giving the Employer advanced notice, an Employee shall have access to his or her personnel file. The review of the file by an Employee will be at the plant and supervised by Management.

24.11 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.
- 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.

#### 24.12 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 in a timely manner as outlined in the Company policy of harassment.

24.13 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.

#### 25.0 TERMINATION OF THIS AGREEMENT


25.01 Except as otherwise provided herein, this Agreement will be effective from June 1, 2008 up to and including May 31, 2013 and from then on from year to year unless the notice as described in Article 25.02 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.

25.02 Subject to the foregoing, either party may, within four (4) months prior to May 31, 2008 or any subsequent anniversary thereof, give notice in writing to the other party to terminate this Agreement or negotiate a revision thereof.

25.03 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 8th day of January, 2009.

FOR THE UNION:


  
\_\_\_\_\_  
DAN GOODMAN

  
\_\_\_\_\_  
CATHY SHANNON

  
\_\_\_\_\_  
KEVIN BARR

  
\_\_\_\_\_  
DALBIR BASRA

FOR THE EMPLOYER:

  
\_\_\_\_\_  
RICHARD GRIMM

  
\_\_\_\_\_  
SANDY LIU

  
\_\_\_\_\_  
ROSLYNN SMITH

LETTER OF UNDERSTANDING NO. 1

BETWEEN: GRIMM'S FINE FOODS

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.

Due to the nature of their job, the following members of Plant Management are exempt from the above and may continue with their full scope of work related duties.

- 1) Maintenance Supervisor or Manager
- 2) Greg Pladsen
- 3) Pentti Palm

LETTER OF UNDERSTANDING NO. 2

BETWEEN: GRIMM'S FINE FOODS

AND: UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 247

The Employer and the Union agree to work together to promote safe food handling among all Employees. This will include requiring employees to attend courses, at the Employer's expense.

LETTER OF UNDERSTANDING NO. 3

BETWEEN: GRIMM'S FINE FOODS

AND: UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 247

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.

Signed this 8<sup>th</sup> day of January, 2009

FOR THE UNION:


  
DAN GOODMAN

  
CATHY SHANNON

  
KEVIN BARR

  
DALBIR BASRA

FOR THE EMPLOYER:

  
RICHARD GRIMM

  
SANDY LIU

  
ROSLYNN SMITH