



MEMORANDUM OF AGREEMENT

Between

FG DELI GROUP

- And -

UFCW Local 247

Ratification Vote August 8, 2026

MEMORANDUM OF AGREEMENT

BETWEEN: **FG DELI GROUP LTD.**
(hereinafter called “the Employer”)

AND: **UNITED FOOD AND COMMERCIAL WORKERS CANADA, LOCAL 247**
(hereinafter called “the Union”)

-
1. The parties herein agree to the terms of this Memorandum of Agreement as constituting full and final settlement of all matters in dispute subject to ratification by the Membership of UNITED FOOD AND COMMERCIAL WORKERS CANADA, LOCAL 247.
 2. The undersigned representatives of the parties do hereby agree to unanimously recommend complete acceptance of all the terms of this Memorandum to their respective principals.
 3. All proposals not contained in this document herein are considered withdrawn.
 4. The parties herein agree that the said Collective Agreement shall include the terms of the previous Collective Agreement expiring on December 6, 2025 provided, however, that the following amendments as attached in this Memorandum of Agreement are incorporated.

In witness whereof the representatives of the parties sign this Memorandum which may be ratified by vote of the Membership of the Union.

Signed at _____, British Columbia this ____ day of _____, 2026

For the Employer
FG DELI GROUP LTD.

For the Union
UFCW LOCAL 247

COMPREHENSIVE OFFER OF SETTLEMENT

APRIL 30, 2026

FG DELI GROUP LTD.
&
UFCW 247

The Employer's COMPREHENSIVE OFFER is made without precedence or prejudice. This COMPREHENSIVE OFFER is all inclusive. Any Employer or Union proposals not included in this package are considered withdrawn or not acceptable. All previously agreed to items are attached.

ALL ARTICLES

Amend All Articles

Any reference of he/she, his/her, or him to change to **they, their, or them**

Remove .01 numbering system from Article headers

ARTICLE 2 – UNION SHOP

Amend Article 2 as follows:

~~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.~~

2.01 All employees shall, as a condition of employment, become and maintain active membership, as provided in the Constitution and bylaws of the Local Union. It is agreed that the Employer will have employees complete a Union membership application form within seven (7) days upon being employed and forward immediately to the Union office fully completed and signed.

2.02 The employer agrees to provide each new employee at the time of employment, with material outlining to the employee, their responsibility in regard to Union Membership

as supplied by the Union. The contents of this material will be acceptable to the Employer.

2.03 It is the responsibility of the employee to maintain active membership as outlined in the International Constitution and the Local Union bylaws.

2.04 No employee shall be discharged, disciplined or discriminated against for any lawful Union activity, or for serving on a Union committee or for reporting to the Union the violation of any provisions of this Agreement. Instances of alleged violation of the foregoing will be brought to the attention of the Labour Relations Manager, and a full investigation by the parties will follow. The above will be subject to the grievance procedure. Any alleged harassment will be dealt with by the Company.

~~**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, mobile phone number, 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.~~

2.05 Bargaining Unit Work

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.

ARTICLE 3 – DEDUCTION OF UNION DUES

Delete Article 3 and Replace with the following:

3.01 The Employer agrees to automatically deduct from the wages of each employee covered by this Agreement, initiation fees, Union dues and assessments as may be adopted and designated by the Union. In the event of a change, the Union will give the Employer at least three (3) weeks prior notice of the effective date change or deduction as the case may be.

Such Union dues deducted shall be indicated on the employee's T-4.

3.02 The Employer shall remit no later than ~~fifteen (15) days after the preceding accounting period~~ the fifteenth (15th) day of the following month:

- a) monies deducted from the wages of its employees for Union initiation, fees, dues, and assessments, ~~hours paid and an hourly rate of pay~~ for each employee;
- b) a statement showing each employee's name, employee number and social insurance number, department from whom deductions were made, and the amount of the deduction(s);
- c) a statement showing the names, employee number, and social insurance number of the employees terminated and hired during the preceding accounting period;
- d) a statement showing the name, home mailing address including postal code, email landline and/or mobile telephone numbers, social insurance number of all bargaining unit employees.

~~Commencing with the first week of employment, Initiation Fees shall be deducted in ten (10) weekly instalments.~~

The full amount of the initiation fee will be deducted on the second (2) pay period following the Employee's hire date.

ARTICLE 6 – GRIEVANCE PROCEDURE

Amend Article 6.03 as follows:

6.03 All grievances or potential grievances will follow these steps:

- Step 1** Reporting of the incident to Human Resources within ~~four (4)~~ **five (5)** working days excluding weekends and Statutory Holidays. This deadline may be extended by mutual agreement between Human Resources, and the Union.

ARTICLE 8 – SENIORITY

Add New Language as follows:

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. **The Employer agrees to provide documentation explaining the discharge of a probationary employee to the Union if requested by the Union.**

Amend Article 8.09 as follows:

8.09 Job Postings and Vacancies

~~New~~ **All bargaining unit** 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. ~~A temporary vacancy that is known to exceed eight (8) weeks in duration will be posted as a temporary job posting.~~

Add Point d) to Article 8.10 as follows:

- 8.10 d) Successful applicants that have not passed their Company probation period may not be moved to the new position until they have passed their probationary period.**

Update Article 8.11 as follows:

- 8.11** An Employee commencing a new job posting in the position of Meat Cutter, ~~Cutter Operator, or~~ Maintenance Technician, **or any Operator position** 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~~ **they** will be returned to ~~his/her~~ **their** former position.

ARTICLE 10 – 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~~ **their** shift at ~~his or her~~ **their** 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	National Truth & Reconciliation Day
Boxing Day	Victoria Day	Thanksgiving Day

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

ARTICLE 11 – OVERTIME

Amend Article 11 as follows:

11.04 Overtime is voluntary. **The length of the overtime will be determined by management. Overtime will be offered by seniority to those employees able to work the full length of the overtime first, and then if not enough employees have filled the overtime spots, it will be offered by seniority to employees able to work the next longest duration of overtime until all overtime spots are filled. Senior Employees who can work at least four (4) hours overtime will be given consideration for overtime shifts during this process.** 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.~~

Overtime Process Within the Current Shift

- a) employees working in the department requiring overtime will be asked first by plant seniority;**

- b) employees from other departments will be asked second by Plant seniority;
- c) 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.

Overtime Process Outside the Current Shift (Excluding Employees in Maintenance)

- a) employees working in the department requiring overtime will be asked first by plant seniority, unless there is a senior qualified employee(s) available in the plant;
- b) employees from other departments will be asked second by Plant seniority
- c) 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;
- d) 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.
- e) 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 – PREMIUM PAY

Amend Article 12.03 as follows:

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

First Certified Trade Ticket	\$2.00/ticket/hour
Certified trade All Other Certified Trade Tickets	\$1.50/ticket/hour

Amend Article 12.04 as follows:

12.04 A Team Lead will receive a premium of ~~one dollar and eighty-five cents (\$ 1.85)~~ **two dollars and twenty-five cents (\$2.25)** per hour per hour.

An Assistant Team Lead will receive a premium of ~~seventy five cents (\$0.75)~~ **ninety cents (\$0.90)** 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.

Amend as follows:

12.07 The following special premiums will apply to Employees, who are not receiving the Team Lead premium, when they perform the following functions:

Packaging HACCP Records	\$ 0.75/hour	
Metal Detector	\$ 0.75/hour	\$1.00/hour
Department Trainer	\$ 0.75/hour	\$1.50/hour
Packaging Cooler Attendant Wagon Scaling	\$ 0.75/hour	\$1.00/hour
Dipping	\$1.00/hour	
Meat Receiving	\$1.00/hour	
Maintenance Chargehand	\$5.00/hour	

ARTICLE 13 – VACATIONS

Update as follows and Renumber:

~~**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.~~

13.05 At the beginning of the year, the Employer will provide a letter to each employee outlining their vacation pay and time entitlements for the year, as well as how much of their time entitlement will be paid and at what rate of pay. Employees will only be required to take vacation time for which they have sufficient vacation pay to cover that time off.

a) For employees that were newly hired the previous year and those employees who recently returned to work from an unpaid Leave of Absence, the amount of vacation time entitlement that will be paid will be determined by dividing their vacation accrual by their rate of pay at the end of December. This will be based on full days only.

b) For all other employees, their vacation accrual will be divided by their vacation time entitlement.

- i) If this rate is greater than their rate of pay at the end of December, then this higher rate is what that their vacation time entitlement will be paid at.
- ii) If this rate is less than their rate of pay at the end of December, then their vacation accrual will be divided by their rate of pay at the end of December to determine how much of their vacation time entitlement will be paid based on full days.

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 15th. This can be varied if mutually agreeable to the Employee and the Employer.

13.09 Vacation requests will be approved in order of seniority within each department. Employees are encouraged to submit all vacation requests for all of their vacation entitlement by October 1st of each year, indicating their 1st, 2nd, and 3rd choices. Decisions will be provided by November 1st of each year. A wait list will be created for any denied requests and reviewed regularly for newly available time slots. Department vacation schedules will be posted weekly on the Company Intranet.

13.10 An Employee entitled to three (3) or more weeks of paid vacation, will have his or her their additional week or weeks scheduled at the discretion of the Employer according to seniority.

An Employee who has not booked all of their vacation entitlement by June 30th will have their outstanding vacation entitlement scheduled by the Employer.

13.13 Vacation requests submitted outside of Article 13.09 will be confirmed or denied within ~~four (4)~~ **two (2)** weeks of such request.

13.14 Once every three (3) years Employees with the following vacation entitlements will be permitted to carry vacation weeks as detailed below into the following year:

<u>Vacation Entitlement</u>	<u>Vacation Weeks Permitted to Be Carried Over to the Following Year</u>
4 weeks	1 week
5 weeks	2 weeks
6 weeks	3 weeks

ARTICLE 14 – WAGES

Update Wage Information – Include Signing Bonus and Retention Hours

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 Lunchroom Employee c) Order Selector
Category 6	Casual Casual Maintenance

~~At ratification, the number of hours each Employee has worked in their current position will be calculated in order to determine where each Employee's rate of pay will fall in the wage scales below. Hours worked will include regular, overtime, vacation, and stat holiday hours. Any Employee whose current rate is above where they should fall in the~~

wage scale will be set at the next highest in the scale until their hours worked allows them to move to the next bracket in the scale.

Wage Category 1	Dec 7, 2025	Dec 6, 2026	Dec 5, 2027	Dec 3, 2028	Dec 2, 2029
Without Recognized Trade Ticket	\$ 38.00	\$ 38.75	\$ 39.50	\$ 40.25	\$ 41.25
With Recognized Trade Ticket	\$ 41.00	\$ 41.75	\$ 42.50	\$ 43.25	\$ 44.25

Wage Category 2	Dec 7, 2025	Dec 6, 2026	Dec 5, 2027	Dec 3, 2028	Dec 2, 2029
0 - 1040 hrs	\$ 26.60	\$ 27.35	\$ 28.10	\$ 28.85	\$ 29.85
1041 - 2080 hrs	\$ 27.10	\$ 27.85	\$ 28.60	\$ 29.35	\$ 30.35
2081 - 3120 hrs	\$ 27.60	\$ 28.35	\$ 29.10	\$ 29.85	\$ 30.85
Experienced	\$ 28.10	\$ 28.85	\$ 29.60	\$ 30.35	\$ 31.35
Wage Category 3a)	Dec 7, 2025	Dec 6, 2026	Dec 5, 2027	Dec 3, 2028	Dec 2, 2029
0 - 1040 hrs	\$ 26.19	\$ 26.94	\$ 27.69	\$ 28.44	\$ 29.44
1041 - 2080 hrs	\$ 26.69	\$ 27.44	\$ 28.19	\$ 28.94	\$ 29.94
2081 - 3120 hrs	\$ 27.19	\$ 27.94	\$ 28.69	\$ 29.44	\$ 30.44
Experienced	\$ 27.69	\$ 28.44	\$ 29.19	\$ 29.94	\$ 30.94
Wage Category 3b)	Dec 7, 2025	Dec 6, 2026	Dec 5, 2027	Dec 3, 2028	Dec 2, 2029
0 - 1040 hrs	\$ 25.46	\$ 26.21	\$ 26.96	\$ 27.71	\$ 28.71
1041 - 2080 hrs	\$ 25.96	\$ 26.71	\$ 27.46	\$ 28.21	\$ 29.21
2081 - 3120 hrs	\$ 26.46	\$ 27.21	\$ 27.96	\$ 28.71	\$ 29.71
Experienced	\$ 26.96	\$ 27.71	\$ 28.46	\$ 29.21	\$ 30.21
Wage Category 4	Dec 7, 2025	Dec 6, 2026	Dec 5, 2027	Dec 3, 2028	Dec 2, 2029
0 - 1040 hrs	\$ 23.46	\$ 24.21	\$ 24.96	\$ 26.71	\$ 26.71
1041 - 2080 hrs	\$ 23.96	\$ 24.71	\$ 25.46	\$ 26.21	\$ 27.21
2081 - 3120 hrs	\$ 24.46	\$ 25.21	\$ 25.96	\$ 26.71	\$ 27.71
Experienced	\$ 24.96	\$ 25.71	\$ 26.46	\$ 27.21	\$ 28.21
Wage Category 5a)	Dec 7, 2025	Dec 6, 2026	Dec 5, 2027	Dec 3, 2028	Dec 2, 2029
0 - 1040 hrs	\$ 23.13	\$ 23.88	\$ 24.63	\$ 25.38	\$ 26.38
1041 - 2080 hrs	\$ 23.63	\$ 24.38	\$ 25.13	\$ 25.88	\$ 26.88
2081 - 3120 hrs	\$ 24.13	\$ 24.88	\$ 25.63	\$ 26.38	\$ 27.38
Experienced	\$ 24.63	\$ 25.38	\$ 26.13	\$ 26.88	\$ 27.88
Wage Category 5b)	Dec 7, 2025	Dec 6, 2026	Dec 5, 2027	Dec 3, 2028	Dec 2, 2029
0 - 1040 hrs	\$ 21.64	\$ 22.39	\$ 23.14	\$ 23.89	\$ 24.89
1041 - 2080 hrs	\$ 22.14	\$ 22.89	\$ 23.64	\$ 24.39	\$ 25.39
2081 - 3120 hrs	\$ 22.64	\$ 23.39	\$ 24.14	\$ 24.89	\$ 25.89
Experienced	\$ 23.14	\$ 23.89	\$ 24.64	\$ 25.39	\$ 26.39

Wage Category 5c)	Dec 7, 2025	Dec 6, 2026	Dec 5, 2027	Dec 3, 2028	Dec 2, 2029
0 - 1040 hrs	\$ 20.57	\$ 21.32	\$ 22.07	\$ 22.82	\$ 23.82
1041 - 2080 hrs	\$ 21.07	\$ 21.82	\$ 22.57	\$ 23.82	\$ 24.32
2081 - 3120 hrs	\$ 21.57	\$ 22.32	\$ 23.07	\$ 23.82	\$ 24.82
Experienced	\$ 22.07	\$ 22.82	\$ 23.57	\$ 24.32	\$ 25.32
Wage Category 6	Dec 7, 2025	Dec 6, 2026	Dec 5, 2027	Dec 3, 2028	Dec 2, 2029
0 - 1040 hrs	\$ 20.25	\$ 21.00	\$ 21.75	\$ 22.50	\$ 23.50
1041 - 2080 hrs	\$ 20.75	\$ 21.50	\$ 22.25	\$ 23.00	\$ 24.00
2081 - 3120 hrs	\$ 21.25	\$ 22.00	\$ 22.75	\$ 23.50	\$ 24.50
Experienced	\$ 21.75	\$ 22.50	\$ 23.25	\$ 24.00	\$ 25.00

Signing Bonus

There will be a \$1,000.00 signing bonus for each employee listed as an Employee at time of ratification.

Increase the Lunchroom Employee rate to Packaging Rate Category 5 b) from Category 5 c).

ARTICLE 16 – LEAVE OF ABSENCE

Update as follows:

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.

Employees must use any accrued vacation time before requesting a Leave of Absence.

Update as follows:

16.02 When an Employee's leave of absence extends beyond two (2) weeks, the Employee will reimburse the Employer, **prior to the Leave of Absence**, for 100% of the premium costs for all benefits provided by the Employer during the leave. **If payment arrangements are not received prior to the Leave of Absence, benefits will be suspended**

Prior to return to work, if there is an outstanding balance for the benefits, an approved payment plan will need to be established before benefits are reinstated and the Employee is permitted to return to work. Should there be no return to work date or repayment arrangements, the Employee's employment status will be reviewed.

ARTICLE 17.0 – BEREAVEMENT PAY

17.01 An Employee, except one still on probation, will be allowed a leave of absence with pay for bereavement purposes 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 parent , Brother sibling , step mother, step father, step parent, step-child, step brother, step sister step sibling.	One (1) week
Mother-in-law, father-in-law Parent-in-law , grandmother, grandfather, grandparent , grandchild, brother-in-law or sister-in-law sibling-in-law , son-in-law, daughter-in-law child-in-law.	Three (3) days
Ex-spouse, aunt, uncle parent's siblings	One (1) day to attend funeral (maximum of two [2] paid days per calendar year)

The Human Resources Department shall be notified of such occurrence, and reasonable evidence **may be requested** ~~will be required~~ from the Employee by the Employer. **Reasonable evidence could include, but not limited to, death certificate, memorial notice, video link for funeral service, obituary notice on funeral service site or in print.**

ARTICLE 18 – UNIFORMS AND TOOLS

Delete Article 18.03 and Replace with the following:

18.03 **Following the completion of the probationary period, the Company will provide a yearly footwear credit to Full Time employees based on their department as noted below:**

\$140.00	Employees in Maintenance, Sanitation, or Smokehouse
\$95.00	Employees in all other departments

For employees who purchase safety footwear from the Company, their purchase will be deducted from their yearly credit, and they will only be charged for the difference

between their yearly credit and the cost of the footwear. The charge will be processed via payroll deduction once the appropriate form is completed.

For employees who purchase safety footwear outside of the Company, they will be reimbursed up to their yearly credit upon presentation of an appropriate receipt for the purchase. To receive the reimbursement, the receipt must be submitted with the appropriate form to Human Resources, no later than one (1) month following the purchase.

Employees may choose to carry over the current year's credit to the following year to combine two years of credit towards safety footwear. This cannot be done for consecutive years.

Amend Article 18 .04 as follows:

18.04 A tool allowance up to a maximum of ~~one hundred dollars (\$100.00)~~ **one hundred and fifty dollars (\$150.00)** every three (3) months will be paid to the Maintenance Department Employee(s), upon presentation of receipts, to replace worn and broken tools.

ARTICLE 19 – HEALTH AND WELLNESS TIME

Update as follows and renumber remaining Articles as follows:

~~**19.01** Full time Employees shall earn Health & Wellness 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. Health & Wellness Time hours will not accumulate again until the accrual is below the cap of one hundred (100) hours. Once the cap is reached, the Employee will receive an automatic pay out of twenty (20) hours on the next available payroll run. Should the Employee wish to have twenty (20) hours transferred to their Paid Time Off accrual instead, they are to complete the necessary paperwork and submit that to the Payroll department before the next payroll run. Should the Employee's Paid Time Off accrual also be at the cap, then the twenty (20) hours will be paid out to the Employee. Employees in the Casual Department will not earn Health & Wellness Time hours.~~

~~Health & Wellness Time hours will be automatically paid out for all time missed due to the Employee's personal sickness or in circumstances where the Employee must care for an immediate family member (as defined in Article 16.04).~~

~~Health & Wellness Time hours can also be requested to be used for the following circumstances:~~

- ~~Medical and specialist appointments for the Employee or the Employee's immediate family~~
- ~~For absences due to sickness or accident which is not covered by Short Term Disability Benefits (or similar benefits)~~
- ~~For hours missed due to reduction of hours or in volunteer to leave situations~~

~~At the time of ratification of this agreement, Employees who have a minimum of twenty-four (24) hours of Health & Wellness Time will be permitted to transfer up to eight (8) hours of this time to their Paid Time Off (PTO) accrual.~~

19.01 All Employees will receive Sick Leave as per the BC Employment Standards Act. ESA Sick Leave hours will be automatically paid out for all time missed due to the Employee's personal sickness. Should the Provincial Government of British Columbia cancel the provision of ESA Sick Entitlement, the previous Article 19 from the 2020 to 2025 Collective Agreement will be reinstated.

~~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 Health & Wellness Time hours.~~

~~19.03 An Employee's Health & Wellness Time credits will be shown on each pay cheque.~~

~~19.04 An Employee who leaves the Company for any reason (resignation, termination, or retirement) will be paid any Health & Wellness Time credits he or she may have accumulated.~~

~~19.05 Health & Wellness Time hours will only be paid out to an Employee or transferred to the Employee's Personal Time if the Employee completes the necessary paperwork for payroll no later than Friday at 3:00 pm of each week.~~

~~19.06 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.~~

19.072 Paid Time Off (PTO)

Full time Employees shall earn Paid Time Off (PTO) hours at the rate of ~~one (1) hour~~ **two (2) hours** for each one hundred and sixty (160) hours of regular hours worked up to a maximum of forty (40) hours credit. Paid Time Off (PTO) hours will not accumulate again until the accrual is below the cap of ~~forty (40) hours~~ **eighty (80) hours**. Once the cap is reached, there will be an automatic ~~transfer~~ **pay out** of eight (8) hours to the Employee. ~~Employee's Health & Wellness Time accrual. Should the Employee's Health & Wellness Time also be at the cap, then the eight (8) hours of Paid Time Off (PTO) will be paid out to the Employee.~~ Employees in the Casual Department will not earn Paid Time Off hours.

Paid Time Off (PTO) hours may be used for situations not covered by ~~Health & Wellness Time hours.~~ **ESA Sick Leave. If an Employee has exhausted all ESA Sick Leave entitlements, they may use PTO to cover additional sick days.**

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 Paid Time Off (PTO) hours.

An Employee's Paid Time Off (PTO) hours credits will be shown on each pay cheque.

An Employee who leaves the Company for any reason (resignation, termination, or retirement) will be paid any Paid Time Off (PTO) credits ~~he or she~~ **they** may have accumulated.

ARTICLE 20 – HEALTH AND WELFARE PLAN

Update as follows:

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. **Employees enrolled in the benefit plan will continue to be responsible for their portion of the benefit premiums while absent on WorkSafeBC or a disability claim. If payment is not received by the Employer within one month of the Employee being sent an invoice for the benefit premiums, all benefits will be suspended. Prior to return to work, if there is an outstanding balance for the benefits, an approved payment plan will need to be established before benefits are reinstated and the Employee is permitted to return to work. Should there be no return to work date or repayment arrangements, the Employee's employment status will be reviewed.**

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. **If outstanding premiums are not paid within one month of the statement being sent, then benefits will be suspended. Prior to return to work, if there is an outstanding balance for the benefits, an approved payment plan will need to be established before benefits are reinstated and the Employee is permitted to return to work. Should there be no return to work date or repayment arrangements, the Employee's employment status will be reviewed.**
- 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.

Delete Article 20.07

~~**20.07** The Company will look into the possibility of having post-retirement benefit options available to Employees when they retire from the Company. These benefit options would be at the Employee's cost.~~

ARTICLE 21 – PENSION PLAN

Update Article 21.06 as follows:

21.06 As the former Grimm's Pension Plan will be closed, ~~at ratification of this agreement,~~ **at some point in the future**, Employees in the former Grimm's Pension Plan will be asked to choose between one the following two options:

ARTICLE 22 – MATERNITY, PATERNITY AND PARENTAL LEAVE & OTHER LEAVE OF ABSENCES

Amend Article 22 Header & Add New Sub-Article 22.04 as follows:

22.04 **The *Employment Standards Act of British Columbia* shall govern maternity, paternity, family and adoption leaves.**

For expanded leave of absence provisions and information see the *Employment Standards Act of British Columbia*. ([Leaves of Absence - Province of British Columbia \(gov.bc.ca\)](http://gov.bc.ca)).



ARTICLE 24 – MISCELLANEOUS

Amend Article 24.12 as follows:

24.12 Engineer Fee

Upon receipt, the Company will reimburse the cost of engineering fee up to ~~one hundred dollars (\$100.00)~~ **one hundred and thirty dollars (\$130.00).**

LETTERS OF UNDERSTANDINGS

LETTER OF UNDERSTANDING NO. 1 – CURRENT PRACTICES

RENEW

LETTERS OF UNDERSTANDING NO. 2 – MEDICAL SERVICES PLAN (MSP)

RENEW

LETTERS OF UNDERSTANDING NO. 3 – APPRENTICESHIP

DELETE LOU#3 and Replace with the Following:

BETWEEN: FG DELI GROUP LTD.

AND: UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 247

The Company and the Union agree to the joint creation of an Apprenticeship Program. The purpose of the Apprenticeship Program is to encourage growth from within the organization by providing opportunities to existing employees and to aid in the employer's efforts to attract and employees with Skilled Trade Certification. It is not intended to displace encumbered Maintenance Technicians with recognized trade tickets.

To that end, the Parties agree as follows:

- 1) The Apprenticeship Program will be available to:
 - a) Any employee who successfully posts into the classification of Maintenance Technician pursuant to the job posting provisions of the Collective Agreement;
 - b) Any Maintenance Technician who does not hold a Recognized Trade Ticket; and
 - c) Any Maintenance Technician who holds a Recognized Trade Ticket but who may be desirous of obtaining an additional ticket.
- 2) For employees in the Apprenticeship Program, the Employer will provide:
 - a) Reimbursement for schooling and examination fees;
 - b) The necessary time off work to complete schooling; and
 - c) Verification of the apprentice's work-based training hours for each level of the apprenticeship, which would be signed by the Maintenance Manager or designate.

- 3) Pursuant to the provisions of the Collective Agreement, it is understood that an employee may meet the minimum requirement of a Maintenance Technician job posting when they have:
- a) Successfully completed, on their own time and at their own expense, a Foundation program (previously Entry Level Trade Training) recognized by Skilled Trades BC and approved by the Company; and/or
 - b) Met the requirements to become a Level Challenger and have successfully challenged a level exam for a Skilled Trade approved by the Company.

The applicability of Rates of Pay, Wage Classification Categories, Maintenance Certification Premiums, and all other terms and conditions of employment shall remain as set out in the Collective Agreement.

The Employer and the Union may meet on a periodic basis, as necessary, to assess the Program and make any necessary adjustments that might help in its success.

NEW LETTER OF UNDERSTANDING NO. 4

RE: ARTICLE 10.05 STATUTORY HOLIDAYS

BETWEEN: FG DELI GROUP LTD.

AND: UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 247

In order to facilitate the Company being able to operate the business more efficiently, the Company and Union have agreed to the following provisions regarding statutory holidays that fall on a different day of the week each year. The statutory holidays this applies to will be Canada Day, National Day for Truth and Reconciliation and Remembrance Day.

For the statutory holidays listed above, the Company will canvass employees to see if any are interested in volunteering to work on that day. Those employees who volunteer to work on the statutory holiday above will be paid at their regular rate of pay and will receive a day off as their statutory holiday either on the Monday preceding the actual statutory holiday or on the Friday following the actual statutory holiday. Pay for the day off observed as the statutory holiday will be per Article 10.01.

The setting up of this schedule will be done a minimum of two (2) weeks prior to the statutory holiday concerned.

Once this LOU is used the first time, the Company and the Union will meet to review how the process went. Upon either party providing fourteen (14) days' notice to the other, the Company and Union will meet to review any challenges with the process.

NEW LETTER OF UNDERSTANDING NO. 5 – HEALTH AND WELLNESS TIME (HWT)

Health and Wellness Time (Formerly Article 19)

1. Eliminate HWT, but carry current HWT bank hours until exhausted

- (a) Union agrees to elimination of HWT provided unused HWT hour banks are retained and segregated from the PTO bank until fully utilized;**
- (b) HWT hours can be taken until the balance is exhausted for sick time or any reason covered by PTO.**
- (c) Ability to transfer all unused HWT to be utilized as PTO separate from PTO bank; HWT transferred hours can be used for same purposes as PTO**

Memorandum Note: (Example)

- *Employee currently has 70 hours of HWT and 40 hours of PTO: Upon ratification, Employee's 70 HWT hours are retained and may be utilized and exhausted for sick time or any reason covered by PTO.*
- *Employee's HWT hours do NOT go into the PTO bank.*
- *Employee to elect whether to use retained HWT hours or existing PTO hours.*
- *Employee continues to accrue beyond the 40 hours in their PTO bank per the new formula (2 hours for every 160 hours) with a cap of 80 hours in PTO.*

Agreed Changes to Benefit Program

1. Treatments for physiotherapy (max. \$2,000.00/yr.), massage therapy (max. \$500.00/yr.), and chiropractic (max \$500.00/yr.). \$750.00/yr. for dependents for all three (3) combined.
2. Services provided by a licensed, registered counselor will be added to the plan.
3. Coverage for glasses changes to \$350.00 every 24 months for employees and every 12 months for children.
4. Coverage for eye exams changes to \$120.00 every 24 months.
5. Coverage for major dental (crowns, bridges, dentures) changes to \$1,500.00 per person per year.