

J'ai codé # 11618(01) et le  
Memorandum of agreement 11618(02)  
Louise

SOURCE	Union
EFF.	98 06 01
TERM.	03 05 31
No. OF EMPLOYEES	200
NOMBRE D'EMPLOYÉS	LP

## MEMORANDUM OF AGREEMENT

BETWEEN:

GRIMM'S FINE FOODS LTD. (the Company)

AND:

U.F.C.W. LOCAL 2000 (the Union)

The parties agree to the following changes to be made to the Collective Agreement. The Parties agree that the changes are the result of collective bargaining. Both Parties will present the changes to their respective principals for ratification.

DATE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1999.

ON BEHALF OF THE UNION:

ON BEHALF OF THE EMPLOYER:

\_\_\_\_\_  
DON GEROW

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

\_\_\_\_\_  
ETHEL RUPP

\_\_\_\_\_  
THOMAS ARNOULD

\_\_\_\_\_  
FRED HERMOSURA

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

\_\_\_\_\_  
BARBARA RAMSAY

\_\_\_\_\_  
JOHN MCCANN

*D Louise  
5/9/2001*

*11618(02) 1*

**ARTICLE 1.0      RECOGNITION**

**Change "B.C. Fancy Sausage Co. Ltd." to "Grimm's Fine Foods Ltd." throughout the Collective Agreement.**

## **ARTICLE 5.0      TERMINATION OF EMPLOYMENT**

### **5.04      Changed to Read**

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.**

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### **NEW ARTICLE Severance Pay on Plant Closure**

In the event of plant closure, the Employer will offer all Employees, by seniority, a Severance Package. The terms of this package will consist of the following:

- 1) Severance pay will be calculated according to the requirements of the Employment Standards Act.
- 2) The following benefits will be provided by the Employer to the end of the calendar month in which the end of the period covered by the amount of the Severance Package paid falls to those Employees who accept the Severance Package:

MSP  
Life  
Extended Health  
Vision  
**AD&D**  
Dental

## **ARTICLE 6.0      GRIEVANCE PROCEDURE**

Article has been re-written as follows:

- 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.
- New **6.02** Grievances must be in writing and shall clearly outline the complaint stating the Article allegedly violated.
- New **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 varied by mutual agreement between Human Resources, Chief Shop Steward and/or Shop Steward.
- Step 2 A meeting to be held with the Employee, Human Resources, Department Supervisor/Supervisor, Chief Shop Steward and/or Shop Steward and a decision rendered within two **(2)** working days of this meeting.
- Step 3 If no resolution, then Human Resources to receive a written grievance within seven **(7)** working days of rendered decision at Step 2.
- Step 4 A meeting to be held with Employee, Human Resources, Union Representative, Chief Shop Steward and/or Shop Steward regarding decision of written grievance with documentation within seven **(7)** working days from receipt of grievance at Step 3.
- New **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.

**ARTICLE 7.0 BOARD OF ARBITRATION**

**7.02 Changed to Read:**

The Board of Arbitration shall have three (3) members or, if mutually agreed, a single Arbitrator.

**ARTICLE 8.0 SENIORITY**

**Total re-write on article.**

**8.01 & 8.02** A new Employee shall be considered as probationary for his/her first forty-five (45) days worked. This probationary period may be extended by mutual agreement between the Union, the Employer, and the Employee.

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

**8.04** Established departments will be as follows:

Boning Room	Packaging	ProductionII
Shipping	Sanitation	Office
Smokehouse	Maintenance	
Curing Room	Production I	

Employees will be listed in their department by their plant seniority date.

**8.05** 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.

**8.06** It is understood the provisions of this Article are subject to Articles ? and ? of this agreement.

**8.07** Any Employee who fails to receive hours of work to which he/she is entitled according to the provisions of this article shall be compensated for those hours at his/her regular rate of pay.

**8.08** Deleted.

**LAY-OFF AND REDUCTION OF HOURS OF WORK**

Reduction of hours and lay offs shall be dealt with as follows:

**1. Same Day Reduction of Hours**

Within the same day, a reduction of hours shall be done by Plant seniority within the department on the shift affected. If work is available elsewhere in the plant, as determined by the Company, the most senior affected Employee(s) may accept that work or accept the reduction of hours. In the finished goods area, if one (1) hour or more of work is available and he/she accepts the work, he/she will be given up to twenty (20) minutes to comply with the Company HACCP policies and procedures for that work area.

**ARTICLE 8.0 SENIORITY Cont.**

**2. One Day Reduction of Hours**

On a reduction of hours for one day, plant seniority within each shift (day, afternoon, or night) shall apply. An Employee who has the plant seniority shall exercise that seniority by replacing the least senior Employee and may accept the assigned work as determined by the Company, or accept the reduction of hours. The Employer will give sixteen (16) hours notice of such reduction of hours of less than two (2) days excluding week-ends.

**3. 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-offswill be issued according to plant seniority beginning with the least senior Employee.

**4. Long Term Lay-off**

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

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

**5. EXEMPTIONS TO THE ABOVE**

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

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.

**NEW – 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,

## **ARTICLE 8.0 SENIORITY Cont.**

- 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 on the Plant seniority list will be contacted.
  - d) If the Employee first contacted cannot report for work until three **(3)** working days, he/she shall exchange his/her Plant seniority with the next Employee on the Plant seniority list who is immediately available for work and he/she shall resume his/her original Plant 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.
- 8.13** 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.
- 8.14** 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.
- 8.15** An Employee commencing a new job posting in the position of Meat Cutter, Smokehouse Operator, Stuffer Operator, Roll Stock Machine Operator, Silent Cutter Operator, Engineer, or Shipping Head **(1 per shift)** will be on a trial basis for one hundred and twenty **(120)** days worked. All other posted positions will be on a trial basis for **forty-five (45)** days worked. If the Employee cannot perform the job satisfactorily after an appropriate familiarization period, he/she will be returned to his/her former position.
- 8.16** An Employee commencing a new job posting will be paid at the rate as set out in Article ?
- 8.17** It is agreed that Articles **8.13, 8.14,** and **8.15** shall not apply to the Classification of Sausage Maker, Spice Mixer, or Office positions.
- 8.18** 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.
- 8.19** Employees will notify the Employer immediately of any changes of address and telephone number, temporary or permanent. Failure to do so will relieve the Employer of any responsibilities it may have under this Agreement regarding lay-offs, recalls, and schedule changes.



## **ARTICLE 9.0        HOURS OF WORK**

### **9.07    Changed to Read:**

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.
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### **9.11    Deleted**

## **ARTICLE 11.0 OVERTIME**

### **11.05 NEW**

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

- a) employees currently working on the activity requiring overtime will be asked first, unless there **is** a senior qualified employee(s) available in the department;
- b) employees working in the department requiring overtime will be asked second;
- c) employees from other departments will be asked third by Plant seniority;
- d) if after following the above procedures, enough qualified employees are not available, then the Company may require qualified employees to work the overtime in reverse order of seniority within the department in which the overtime is required;
- e) an employee who works consistent shifts of overtime may, at any time, relinquish the overtime shift provided forty-eight (48) hours notice is given at which time the procedure in **c)** above will be followed.

**If** overtime is required outside the current **shift**, the procedures from **b)** to **e)** above will be followed.

**ARTICLE 12.0      PREMIUM PAY**

**12.05   Changed to Read:**

A Lead Hand will receive a premium of seventy-five cents (\$0.75) per hour.

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**12.07   Changed to Read:**

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

- a) An Employee who holds an Occupational First Aid certificate level 2 will be paid a premium of one dollar (\$1.00) per hour.

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

**ARTICLE 13.0 VACATIONS WITH PAY**

**13.04 Changed to Read:**

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
<b>Twenty-one (21) or more</b>	<b>Six (6) weeks</b>

12 B  
2 - 1  
3 - 3  
4 - 9  
5 - 15  
6 - 21

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

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**13.05 Changed to Read:**

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 (1700) 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 (1700) 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.

**ARTICLE 13.0 VACATIONS WITH PAY Cont.**

**13.08 Changed to Read:**

Upon resignation, and provided an Employee has given two (2) weeks written notice of such resignation, he or she will receive as vacation pay, a percentage of the total wages he or she has earned during the period of employment for which no vacation allowance has been paid as follows:

<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 <b>Weeks</b>	Twelve <b>(12) Percent</b>

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**13.10 Changed to Read:**

Two (2) weeks of an Employee's vacation will be consecutive and given during the regular vacation period which is **May 15<sup>th</sup>** to September **30<sup>th</sup>**. This can be varied if mutually agreeable to the Employee and the Employer.

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**13.11 Changed to Read:**

The Employers shall post a Vacation Request Schedule by **December 1<sup>st</sup>** of each year and Employees must indicate by **January 1<sup>st</sup>** 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 1 cannot bump for weeks already chosen by another Employee.

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**13.12 Changed to Read:**

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.

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**13.13 Deleted**

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**13.17 Deleted**

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**ARTICLE 13.0 VACATIONS WITH PAY Cont.**

**13.18 Changed to Read:**

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 (1700) hours in a calendar year, that year will be bridged, that is, not counted, and the Employee's service shall be deemed to be continuous.

## **ARTICLE 14.0 WAGES**

### **14.01** Changed to Read:

Job classificationsto remain the same.

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

<u>Wage Category</u>	<u>June 1/98</u>	<u>June 3/99</u> (Ratification)	<u>June 1/00</u>	<u>June 1/01</u>	<u>June 1/02</u>
Category 1	\$ 19.42	\$ 19.42	\$ 19.42	<b>\$ 19.67</b>	<b>\$ 19.92</b>
Category 2	\$ 19.14	\$ 19.14	\$ 19.14	<b>\$ 19.39</b>	<b>\$ 19.64</b>
Category 3	\$ 16.08	\$ 16.08	\$ 16.08	<b>\$ 16.33</b>	<b>\$ 16.58</b>
Category 4	\$ 14.59	\$ 14.59	\$ 14.59	<b>\$ 14.84</b>	<b>\$ 15.09</b>
Student	<b>\$ 9.25</b>	<b>\$ 9.50</b>	<b>\$ 9.50</b>	<b>\$ 9.50</b>	<b>\$ 9.50</b>
<u>General Help</u>					
Start – 1,040 hours	\$ 9.25	<b>\$ 9.50</b>	<b>\$ 9.50</b>	<b>\$ 9.50</b>	<b>\$ 9.50</b>
1,041 – 2,080 hours	\$ 10.00	<b>\$ 10.25</b>	<b>\$ 10.25</b>	<b>\$ 10.25</b>	<b>\$ 10.25</b>
2,081 – 3,120 hours	\$ 10.75	<b>\$ 11.00</b>	<b>\$ 11.00</b>	<b>\$ 11.00</b>	<b>\$ 11.00</b>
3,121 – 4,160 hours	\$ 11.50	<b>\$ 11.75</b>	<b>\$ 11.75</b>	<b>\$ 11.75</b>	<b>\$ 11.75</b>
4,161 – 6,240 hours	\$ 13.58	<b>\$ 13.83</b>	<b>\$ 13.83</b>	<b>\$ 13.83</b>	<b>\$ 13.83</b>

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

After **6,240** hours of work, General Help employees will move to Category 4.

Employees in Category 5 at the time of ratification will move to Category 4.

All Employees, except Employees in General Help and Employees moving from Category 5 to Category 4, will receive a signing bonus in the amount of twelve hundred dollars (**\$ 1200.00**). For receipt of this signing bonus, the following options will apply:

- a) An Employee may receive the money **on** a separate cheque at time of ratification,
- b) An Employee may have the money put in their individual Group **RSP** account, or
- c) An Employee may receive the money **on** a separate cheque with the first pay in January **2000**.

ARTICLE 17.0 BEREAVEMENT PAY

**17.01** Changed to Read:

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.

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P=5 ✓

<u>Relative</u>	<u>Amount of Leave</u>
Spouse, father, mother, child, sister or brother <b>step-mother, step-father, step-child,</b> step-brother, step-sister	One (1) week
Mother-in-law, father-in-law, grandmother, grandfather, brother-in-law or sister-in-law	Three (3) days for out of town funeral One (1) day for local funeral
Ex-spouse	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.



## **ARTICLE 18.0 UNIFORMS AND TOOLS**

### **18.03 Changed to Read:**

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 dollars (\$100.00)** 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 fifty dollars (\$50.00) per year, which will be paid each year on the anniversary date of this Agreement.**

## **ARTICLE 19.0 SICK LEAVE BENEFITS**

### **19.04 Changed to Read:**

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.**

## **ARTICLE 20.0 HEALTH AND WELFARE PLAN**

### **20.05 Changed to Read:**

#### **a) Medical Benefits**

13A2  
80

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%)**.

13A3  
80

ii) The Employer will provide Extended Health Benefits coverage through Great West Life 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%)**. There will be a twenty-five dollar (\$25.00) deductible on eligible expenses in each calendar year.

#### **b) Eye-glass Coverage**

13A8  
80

i) The Extended Health Benefits coverage will include Eyeglass Coverage. This coverage will include two **hundred dollars (\$200.00)** coverage in a two (2) year period for adults. The coverage will include two **hundred dollars (\$200.00)** coverage in a one (1) year period for dependent children up to twenty-one (21) years of age or twenty-five (25) years of age if in full-time attendance at an accredited educational institution.

#### **d) Group Life Insurance**

13A1  
80

i) **Group Life Insurance coverage of forty thousand (\$40,000) will provided. The Employer will pay eighty percent (80%) of the premium and the Employee will pay twenty percent (20%).**

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### **20.06 NEW**

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 (Great West Life), 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 16.04 (a) on a timely basis.

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### **20.06 OLD to become 20.07**

## **ARTICLE 21.0 PENSION PLAN**

### **21.02 Changed to Read:**

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

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### **21.03 Deleted**

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### **21.04 Changed to Read:**

The Employer will contribute fifty-eight cents (\$0.58) per hour worked, per Employee, toward the Pension Plan.

Commencing June 1, 1999 the Employer will contribute sixty cents (\$0.60) per hour worked, per Employee toward the Pension Plan.

Commencing June 1, 2000 the Employer will contribute sixty-two cents (\$0.62) per hour worked, per Employee toward the Pension Plan.

Commencing June 1, 2001 the Employer will contribute sixty-four cents (\$0.64) per hour worked, per Employee toward the Pension Plan.

Commencing June 1, 2002 the Employer will contribute sixty-six cents (\$0.66) per hour worked, per Employee toward the Pension Plan.

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### **21.06 Changed to Read:**

Employer contributions to the Pension Plan will vest 100% after the completion of two (2) years of employment with the Company.

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### **21.07 Changed to Read:**

Non-vested Employer contributions (where termination occurs 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 of 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.

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### **21.08 NEW**

The Pension Plan shall at all times conform with the provisions of the B.C. Pension Benefits Standards Act.

## **ARTICLE 24.0 MISCELLANEOUS**

### **24.01 Deleted**

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### **24.03 Changed to Read:**

The Employer will provide Employees with tea, coffee, meat, and buns.

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### **24.05 Changed to Read:**

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.

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### **24.06 Changed to Read:**

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.**

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### **24.07 Changed Company name to Grimm's Fine Foods Ltd.**

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### **24.12 NEW SHOP STEWARD**

- a) There will be one (1) Chief Shop Steward. 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.

**ARTICLE 24.0 MISCELLANEOUS Cont.**

- e) The Shop Steward and the designated representative of the Employer will make every effort to resolve complaints and grievances as quickly as possible.

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**24.13 NEW SEXUAL AND PERSONAL HARASSMENT**

The Employer and 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.

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## **ARTICLE 25.0      TERMINATION OF THIS AGREEMENT**

### **25.01    Changed to Read:**

Except as otherwise provided herein, this Agreement will be effective from **June 1, 1998** up to and including **May 31, 2003** and from then on from year to year unless the notice as described in Section **25.02** is given. **I**f 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.

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### **25.02    Changed to Read:**

Subject to the foregoing, either party may, within four (4) months prior to **May 31, 2003** or any subsequent anniversary thereof, give notice in writing to the other party to terminate this Agreement or negotiate a revision thereof.

**LETTER OF UNDERSTANDING NO. 1**

**Changed to Read:**

BETWEEN: GRIMM'S FINE FOODS LTD.

AND: UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 2000

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 Chief Shop Steward or 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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

FOR THE UNION:

FOR THE EMPLOYER:

\_\_\_\_\_  
DON GEROW

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

\_\_\_\_\_  
ETHEL RUPP

\_\_\_\_\_  
THOMAS ARNOULD

\_\_\_\_\_  
FRED HERMOSURA

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

\_\_\_\_\_  
BARBARA RAMSAY

\_\_\_\_\_  
JOHN MCCANN



**NEW LETTER OF UNDERS ' 1 1 4**

BETWEEN: GRIMM'S FINE FOODS LTD.

AND: UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 2000

The Employer has been paying vacation pay in the current year that was earned in the current year. The Employer and the Union recognize that vacation pay earned in one year should be paid out in the following year.

Notwithstanding the provisions of Article 13.05 (a), it is agreed that if at the end of any calendar year an Employee has not accumulated more vacation pay than what will be paid out in the following year, the Employee will receive only vacation pay equal to forty (40) hours multiplied by his or her regular hourly rate of pay for each week of vacation taken.

It is further agreed that although an Employee may earn in the current year more than what will be paid out in the following year, the difference that will accumulate by virtue of this letter of understanding will be to the credit of the Employee until such time as the circumstances contemplated in Article 13.05 c) are met.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

FOR THE UNION:

FOR THE EMPLOYER:

\_\_\_\_\_  
DON GEROW

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

\_\_\_\_\_  
ETHEL RUPP

\_\_\_\_\_  
THOMAS ARNOULD

\_\_\_\_\_  
FRED HERMOSURA

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

\_\_\_\_\_  
BARBARA RAMSAY

\_\_\_\_\_  
JOHN MCCANN

