

UNION PROPOSALS BETWEEN

HEAVEN HILL DISTILLING CANADA INC

AND



United Food and Commercial Workers Canada Union, Local No. 401



Without prejudice to grievances filed or yet to be filed; and without prejudice to the Union's interpretation of the Collective Agreement, the union reserves the right to add, delete, alter, or amend. Agreement on any item is subject to an agreement on an overall package.

The following represent the Union's proposed amendments to the existing Collective Bargaining Agreement and are presented without prejudice to the Union's interpretation of the Collective Bargaining Agreement and without prejudice to any present and/or future grievances, arbitration hearings and/or any complaints or hearings pursuant to any tribunal, court, administrative, or regulatory body.

The Union reserves the right to add, amend or delete proposals.

Proposals presented herein are only those which the Union considers outstanding; all proposals agreed or withdrawn are noted in the Proposal Tracking Sheet appended to the end of this document.

Changes to existing language are herein represented as follows:

- **Bolded text:** add bolded text as new language in the Agreement;
- ~~Struck-through text:~~ remove struck through language from the Agreement. Language that is not struck-through remains unchanged in the Agreement.

All errors and omissions are excluded.

UP's	Article Number	Language
New Proposal		
UP1	Entire Policy	The Union proposes to review and discuss the Quality Policy
Monetary <input type="checkbox"/> Non-Monetary <input type="checkbox"/> Time: ___:___		
Date Agreed to: ___/___/___ Date Amended and Agreed to: ___/___/___ Date Withdrawn: ___/___/___		

UP's	Article Number	Language
New Proposal		
UP2	Entire Policy	The Union proposes to review and discuss the Environmental Policy.
Monetary <input type="checkbox"/> Non-Monetary <input type="checkbox"/> Time: ___:___		
Date Agreed to: ___/___/___ Date Amended and Agreed to: ___/___/___ Date Withdrawn: ___/___/___		

UP's	Article Number	Language
New Proposal		
UP3	Entire Policy	The Union proposes to review and discuss the Health & Safety Policy.
Monetary <input type="checkbox"/> Non-Monetary <input type="checkbox"/> Time: ___:___		
Date Agreed to: ___/___/___ Date Amended and Agreed to: ___/___/___ Date Withdrawn: ___/___/___		

UP's	Article Number	Language
Article 1 – Preamble		
UP4	1.02; 1.04	<p data-bbox="537 310 805 344"><u>Article 1 – Preamble</u></p> <p data-bbox="537 380 919 413">1.02 Review and discuss</p> <p data-bbox="638 413 1442 548">The Company's Compliance Programs, I.S.O. 9001 Quality Program, ISO 14001 Environmental, <i>and</i> Health & Safety Program requires a high level of participation, cooperation, and ongoing training for all employees.</p> <p data-bbox="638 583 1442 648">All employees have been made aware of this initiative and will supply full support to these programs.</p> <p data-bbox="537 684 1442 749">1.04 NEW - The Company agrees to act reasonably in the interpretation of the Collective Agreement as a whole.</p>
Monetary <input type="checkbox"/> Non-Monetary <input type="checkbox"/> Time: ___:___		
Date Agreed to: ___/___/___ Date Amended and Agreed to: ___/___/___ Date Withdrawn: ___/___/___		

UP's	Article Number	Language
Article 3 – Union Security and Check-Off		
UP6	3.01; 3.02; 3.03; Add new	<p>Amend the current language to read as follows, and add new the below language as Article 3.05:</p> <p><u>Article 3 – Union Security and Check-Off</u></p> <p>3.01 Only members of the Union in good standing shall be employed by the Company. save and except a new employee, who shall apply for membership in Local Union 401 upon commencing employment. Upon commencing employment, the employer shall require all employees to complete a membership application form and remit same to the Union with regular dues plus the established initiation fee on or before the fifteenth (15th) day of the following month.</p> <p>3.02 The Employer agrees to deduct from the wages of each employee, such initiation fees, assessments, and Union dues as authorized by the Union. The parties agree that should the Union require a dues structure that creates a new administrative process for the Employer, the parties will meet to discuss and resolve. The amount of dues paid by each employee will be included on the T-4 document. Uniform special assessments will also be deducted from the employees' pay upon proper notification from the Union. Notice must be forwarded to the Company thirty (30) calendar days before any change is to become effective. Upon receipt of proper written notice from the employee, the Company will deduct assessments, Union dues and initiation fees, as determined by the Union for all new employees.</p> <p>3.03 Monies deducted during any month shall be forwarded by the Employer to the Union not later than the fifteenth (15th) day of the following month and accompanied by a written statement of the names of the employees for whom the deductions were made, total hours for each week, and the amount of each deduction separated by dues and other assessments.</p> <p>Dues checkoffs are to be submitted on a four (4) or five (5) week accounting period.</p> <p>The above dues and initiation fees shall be submitted electronically in a manner acceptable to both parties.</p> <p>The Company shall be advised of the total amount of assessments, current monthly Union dues and initiation fees</p>

UP's	Article Number	Language
		<p>to be deducted by written notice from the Local Union's Secretary-Treasurer, and such notice shall absolve the Company of any liability regarding the amount of such assessments, current monthly Union dues and initiation fees. Notice must be forwarded to the Company thirty (30) calendar days before any change is to become effective.</p> <p>3.05 NEW - The Company shall be responsible for any errors or emissions in the deduction of Union dues. No employee shall be responsible to remit Union dues or assessments which were the error of the Company.</p>
Monetary <input type="checkbox"/> Non-Monetary <input type="checkbox"/> Time: ___:___		
Date Agreed to: ___/___/___ Date Amended and Agreed to: ___/___/___ Date Withdrawn: ___/___/___		

UP's	Article Number	Language
Article 4 – Union Activity		
UP7	Entire Article	<p>Amend the current language to read as follows, and add new the following articles:</p> <p><u>Article 4 – Union Activity</u></p> <p>4.02 The Union will be provide four (4) lockable bulletin boards which will be installed by the Employer in four (4) conspicuous, mutually agreed locations in the plant. The Union Representative only will have a key, but it is understood that only Union sanctioned materials shall be posted. The bulletin board is for Union information only. The Union will be responsible for the maintenance and the repair of the bulletin board. The Company shall provide one (1) Bulletin Board upon which notices concerning official Union business will be posted, such notices to be given to the Plant Manager prior to posting. The <i>Union Representative</i> will be responsible for this notice board. No notices of a scurrilous, defamatory, or electioneering nature shall be posted.</p> <p>4.03 No individual employee or group of employees shall undertake to represent the Union at meetings with the Company without proper authorization of the Union. In order that this may be carried out, the Union will supply the Company with the names of its officers, signing officers authorized to bind the Union, Union Stewards and authorized committee members, and every amendment thereto.</p> <p>4.05 The Union agrees that in no circumstances shall there be more than one (1) Shop Steward in each department.</p> <p>4.06 When an employee is being formally interviewed where a discipline memorandum will be placed in their file, they will be granted five (5) minutes prior to the interview to discuss the matter with a representative of the Union. A Union Steward or other Union representative, shall be present at meetings between management and bargaining unit employees or when disciplinary measures are to be presented by management to such employees. This will not apply to annual reviews and/or ongoing coaching / counseling with the employee.</p> <p>4.07 NEW - Effective the first week after ratification, the Company agrees to contribute into the UFCW Local 401 Training and Education Fund.</p> <p><i>Additional language to follow in monetary</i></p>

UP's	Article Number	Language
		<p>4.08 NEW – <u>Union Orientation</u></p> <p>At the end of a new employee orientation session the Shop Steward or Union Representative will be allowed twenty (20) minutes of paid time to address new employees.</p> <p>4.09 NEW - <u>Recognition in the Union's Role in Society</u></p> <p>The Company recognizes the role of the Union in society. The Union advances workers rights in a variety of means but it also a social justice organization and is fully entitled to engage in a broad range of activities from advocacy to charity work, from protest and freedom of expression to joining with other organizations in furtherance of a better world. The Company recognizes the Union's rights to self regulate and to self define. The Union's governance belongs to the Union.</p> <p>4.10 NEW - The Union's Governance and management of its finances are matters that fall entirely within the purview of the Union. The Employer agrees to not in any way interfere with the Union's financial well-being, the flow and management of the Union's finances, or the Union's Governance and internal decision making.</p>
Monetary <input type="checkbox"/> Non-Monetary <input type="checkbox"/> Time: ___:___		
Date Agreed to: ___/___/___ Date Amended and Agreed to: ___/___/___ Date Withdrawn: ___/___/___		

UP's	Article Number	Language
New Proposal		
UP8	Add new	<p>Add new the following language to the Collective Agreement as a new Article 6 and renumber remaining articles:</p> <p><u>Article 6 – NEW - No Discrimination/Harassment</u></p> <p>6.1 <u>No Discrimination</u></p> <p>Neither the Company nor the Union will discriminate against any employee or applicant for employment because of race, colour, sex, sexual orientation, gender, gender identity, gender expression, mental disability, source of income, physical disability, age, religious beliefs, ancestry, place of origin, marital status, or any other ground prohibited by any applicable law.</p> <p>6.2 <u>No Harassment</u></p> <p>Harassment of any employee due to that employee's race, colour, sex, sexual orientation, gender, gender identity, gender expression, mental disability, source of income, physical disability, age, religious beliefs, ancestry, place of origin, marital status, or any other ground prohibited by any applicable law is prohibited by this Agreement. Harassment consists of unwelcome conduct whether verbal or physical that is based upon a person's race, colour, sex, sexual orientation, gender, gender identity, gender expression, mental disability, source of income, physical disability, age, religious beliefs, ancestry, place of origin, marital status, or any other ground prohibited by any applicable law.</p> <p>6.3 <u>No Tolerance for Harassing Conduct</u></p> <p>The Company will not tolerate harassing conduct that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile or offensive working environment.</p> <p>The Union and the Company agree that paragraph 2.2 and 2.3 can be read independently.</p> <p>6.4 The Employer recognizes the vital role that employees play in the success of the business. The Employer agrees that all employees should be treated with fairness, dignity, and respect in all circumstances.</p>

UP's	Article Number	Language
		<p>6.5 The Company will not tolerate retaliatory acts against those who, in good faith, provide information or participate in an investigation or make a complaint against the Company.</p>
Monetary <input type="checkbox"/> Non-Monetary <input type="checkbox"/> Time: ___:___		
Date Agreed to: ___/___/___ Date Amended and Agreed to: ___/___/___ Date Withdrawn: ___/___/___		

UP's	Article Number	Language
Article 6 – Strikes and Lockouts		
UP9	Add new	<p>Add new the following language to the collective agreement as new sub-articles under what is currently listed as Article 6:</p> <p>6.02 NEW - <u>Freedom of Expression and the right to strike</u></p> <p>The Employer recognizes the Union's right to freedom of expression and the right to strike. The Employer recognizes the Union's right to picket while on strike or being locked out and further recognizes their right to do so at both primary and secondary locations.</p> <p>6.03 NEW – <u>Hot Cargo</u></p> <p>Employees covered by this agreement shall have the right to refuse to cross a legal picket line. The Company agrees to co-operate where an issue is brought to their attention as determined by the Union to not accept "hot cargo" or specific items on an active boycott. The Company recognizes the right of individual Union members to refuse to cross a legal picket line, which may include handling product indirectly related to a specific strike or lockout. It shall not be considered a violation of this agreement nor cause for discipline, if an employee refuses to cross a picket line recognized by the Union, or for refusing to handle "hot cargo".</p>
Monetary <input type="checkbox"/> Non-Monetary <input type="checkbox"/> Time: ___:___		
Date Agreed to: ___/___/___ Date Amended and Agreed to: ___/___/___ Date Withdrawn: ___/___/___		

UP's	Article Number	Language
Article 8 – Seniority		
UP11	8.03	<p>Amend the current language to read as follows:</p> <p>8.03 An employee shall lose their seniority or job rights for any of the following reasons:</p> <ul style="list-style-type: none"> (a) if an employee is discharged for any just cause; (b) if an employee voluntarily leaves the employ of the Company; (c) any layoff exceeding length of service to a maximum of twelve (12) months duration; (d) failure to report to work as required by the General Recall Procedure; (e) if an employee is unduly absent from work for more than three (3) scheduled working days without notice to the Company, unless the employee can provide a reasonable explanation that such notice was impossible; (f) if an employee fails to report to work at the termination of a leave of absence; (g) if an employee fails to return to work from layoff within the time limits outlined in Article 9.05; (h) if an employee accepts the terms as outlined in Article 9.06.
Monetary <input type="checkbox"/> Non-Monetary <input type="checkbox"/> Time: ___:___		
Date Agreed to: ___/___/___ Date Amended and Agreed to: ___/___/___ Date Withdrawn: ___/___/___		

UP's	Article Number	Language
Article 9 – Layoff and Recall Procedures		
UP12	9.01; 9.02.1	<p>Amend the current language as follows under 9.01 and renumber 9.02.1:</p> <p><u>Article 9 – Layoff and Recall Procedures</u></p> <p>9.01 It is understood that, in the event of changing conditions or the curtailment of business predicated the necessity of a layoff, probationary and supplemental employees and students shall be laid off prior to the layoff of regular employees, except where a probationary employee, employed in the following classifications: Process Operators Power Engineer; Process Operator Programmers Relief Power Engineer; Journeyman Mechanics; Packaging Maintenance Mechanic (Millwright); Project Mechanic (Millwright); and Instrument Technician and Master Blender as listed under the Classification and Wage Schedule to this Agreement, cannot be replaced by a regular employee who is qualified and willing to carry out the duties required of that "classification". However, prior to any layoff of regular employees, the Company will discuss the problem with the Union in order that the most equitable method of handling the problem may be determined.</p> <p>9.02.1 Discuss renumbering</p>
Monetary <input type="checkbox"/> Non-Monetary <input type="checkbox"/> Time: ___:___		
Date Agreed to: ___/___/___ Date Amended and Agreed to: ___/___/___ Date Withdrawn: ___/___/___		

UP's	Article Number	Language
Article 10 – Promotions, Transfers, and Job Postings		
UP13	10.01; 10.05	<p>Amend the current language to read as follows:</p> <p>10.01 Opportunities for promotions and transfers will be posted on the plant Bulletin Board for five (5) consecutive working days, soliciting the names of employees who wish to fill such positions, outlining generally the nature and condition of the position. This posting will also be emailed to all employees.</p> <p>In the event that the Company creates a new classification, the Union shall be given notice and the wages of such job shall be negotiated with the Union before posting. If a satisfactory settlement is not reached within one (1) week of the notice, the posting shall be made with wages set by the Company, but the posting shall contain the statement, “the final settlement of wages is being negotiated”.</p> <p>10.05 If an employee is absent during the period when a position is job posted, they may have their name submitted by the Union Steward(s) or Representative Committee and, if they are the successful applicant, all of the provisions of Article 10.04 will apply. The Company will provide the Union Representative Secretary-Treasurer with a copy of all job postings prior to posting.</p>
Monetary <input type="checkbox"/> Non-Monetary <input type="checkbox"/> Time: ___:___		
Date Agreed to: ___/___/___ Date Amended and Agreed to: ___/___/___ Date Withdrawn: ___/___/___		

UP's	Article Number	Language
Article 11 – Hours of Work and Overtime		
UP14	Entire Article	<p>The Union wishes to explore opportunities around shifts, shift scheduling, notices of schedules and shift changes, including the notification process of shift changes. The Union proposes putting a shift schedule in the CBA.</p> <p>Language may follow.</p> <p>Amend the current language in the below sub-articles as follows:</p> <p>11.04 All regular full-time employees will receive a weekly guarantee in the amount of forty (40) hours pay at their straight time rate. The stated number of daily hours of work and/or weekly hours of work is stated solely for the purpose of calculating overtime and shall not be construed as a guarantee of hours of work.</p> <p>11.10 Shift employees who are required to work on a Saturday or Sunday as part of their regular schedule, or who start or finish work on a Saturday or Sunday, shall be paid one and one-half (1-1/2) times the rate of the job being performed, plus any shift differential that is applicable for hours worked on Saturday or Sunday.</p> <p>Shift employees who work on a Sunday or who start or finish work on a Sunday, shall be paid two (2) times the rate of the job being performed, plus any shift differential that is applicable for hours worked on Sunday.</p> <p>Saturday and Sunday overtime rates will not be pyramided with earned overtime in determining the total overtime hours for the work week. For all work in excess of twelve (12) hours per shift or forty (40) hours in the work week or on their day off or for hours worked outside their regular shift, an employee shall be paid one and one half (1-1/2) times the rate of the job being performed. Two (2) times the rate of the job being performed will be paid for all overtime hours worked by an employee in excess of eight (8) hours' overtime in the work week.</p> <p>11.12 One and one-half (1-1/2) times the rate of the job being performed will be paid for all hours worked by a day employee on a Saturday or Sunday.</p> <p>Two (2) times the rate of the job being performed will be paid for all hours worked by a day employee on a Sunday.</p>

UP's	Article Number	Language
		<p>11.15 <u>Call In</u></p> <p>An employee who is called in to do work outside of their regular schedule shall be paid a minimum of four (4) hours' pay at double the regular rate of pay, the applicable overtime rate, save and except an employee who is required to report to work two (2) hours or less before the commencement of their regular starting time shall be paid only the double applicable overtime rate of pay for hours worked prior to the commencement of their scheduled starting time. An employee called in shall not be required to perform work other than that specified for the call-in and reasonably related thereto.</p>
<p>Monetary <input type="checkbox"/> Non-Monetary <input type="checkbox"/> Time: ___:___</p>		
<p>Date Agreed to: ___/___/___ Date Amended and Agreed to: ___/___/___ Date Withdrawn: ___/___/___</p>		

UP's	Article Number	Language
Article 12 – Grievance Procedure and Arbitration		
UP15	Entire Article	<p>Discuss and resolve all issues with the grievance procedure and process.</p> <p>Amend the current language in the below articles as follows:</p> <p>12.06 <u>Replies in Writing</u></p> <p>Replies to grievances shall be in writing to the Union Representative Secretary, the employee concerned, and the Shop Steward, at all stages of the grievance procedure. Any grievance shall be deemed to have been withdrawn if, after an answer has been given at any step, more than ten (10) working days have elapsed before the grievance is carried to the next step.</p> <p>12.11 The parties shall share equally the cost of the Arbitrator. Each party to the difference shall bear the expenses of the Arbitrator.</p>
Monetary <input type="checkbox"/> Non-Monetary <input type="checkbox"/> Time: ___:___		
Date Agreed to: ___/___/___ Date Amended and Agreed to: ___/___/___ Date Withdrawn: ___/___/___		

UP's	Article Number	Language
Article 14 – Holidays		
UP17	14.01; 14.02	<p>Amend the current language as follows:</p> <p><u>Article 14 – Statutory Holidays</u></p> <p>14.01 An employee shall receive up to, but not more than, eight (8) hours' pay at their basic rate for each of the following Holidays, subject to the provisions set out below:</p> <p style="padding-left: 40px;">New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, August Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day.</p> <p>If a Holiday falls on a Tuesday, it shall be observed on the preceding Monday; if it falls on a Wednesday or Thursday, it shall be observed on Friday; if a Holiday falls on a Saturday or Sunday, it shall be observed on either the previous Friday or the following Monday; except Remembrance Day, Christmas Day, Boxing Day, and New Year's Day Holidays, which shall be observed on the days when they occur, except when they occur on a Saturday or Sunday they shall be observed on the preceding Friday and/or the following Monday, or on another day mutually agreed to.</p> <p>For employees in continuous operations, the day which the statutory falls will be the day that it is recognized.</p> <p>14.02 In order to qualify for Holiday pay, an employee must have been on the Company's payroll continuously for ten (10) working days prior to the date on which the Holiday falls, and must have worked their entire last scheduled shift prior to and their entire next scheduled shift after such Holiday unless time lost is authorized.</p>
Monetary <input type="checkbox"/> Non-Monetary <input type="checkbox"/> Time: ___:___		
Date Agreed to: ___/___/___ Date Amended and Agreed to: ___/___/___ Date Withdrawn: ___/___/___		

UP's	Article Number	Language
Article 15 – Vacations with Pay		
UP18	15.01; 15.02; 15.03; 15.04	<p>The Union Proposes the following:</p> <p>15.01 Explore opportunities to increase vacation entitlements.</p> <p>15.02, 15.03, 15.04 Explore opportunities with vacation scheduling.</p>
Monetary <input type="checkbox"/> Non-Monetary <input type="checkbox"/> Time: ___:___		
Date Agreed to: ___/___/___ Date Amended and Agreed to: ___/___/___ Date Withdrawn: ___/___/___		

UP's	Article Number	Language
Article 16 – Bereavement Leave		
UP19	Entire Article	Explore opportunities to resolve issues with bereavement leave including increasing time as well as removing the qualifier to attend a funeral.
Monetary <input type="checkbox"/> Non-Monetary <input type="checkbox"/> Time: ___:___		
Date Agreed to: ___/___/___ Date Amended and Agreed to: ___/___/___ Date Withdrawn: ___/___/___		

UP's	Article Number	Language
Article 18 – General		
UP20	18.01; 18.03; 18.05; 18.09	<p>Amend the current language to read as follows:</p> <p>18.01 All safety related suspensions will be removed from the employee's folder after five (5) years. All disciplinary records dealing with suspensions will be removed from the employee's folder after two (2) three (3) years and in the case of other disciplinary action after one (1) two (2) years to the day of issuance and destroyed and thereafter shall not be relied upon for any purpose.</p> <p>Employees wishing to see their personnel file must request permission from their Manager and may view their file under Management supervision. Transcripts will be provided if requested.</p> <p>18.03 The Company and the Union will co-operate in requesting or holding any joint meetings involving safety. Such meetings shall be held during regular business hours and employees appointed to the Safety Committee shall not lose any regular earnings for attending such meetings.</p> <p>The Union agrees that in no circumstances shall there be more than one (1) Union Representative to the Safety Committee from each department.</p> <p>18.05 Hand tools will be provided to employees, provided the privilege is not abused.</p> <p>18.09 The Union proposes an increase to the boot allowance.</p>
Monetary <input type="checkbox"/> Non-Monetary <input type="checkbox"/> Time: ____:____		
Date Agreed to: __/__/__ Date Amended and Agreed to: __/__/__ Date Withdrawn: __/__/__		

UP's	Article Number	Language
New Proposal		
UP21	Add new	<p>Add new the following language to the Collective Agreement as a new Article 19, and renumber remaining articles:</p> <p><u>Article 19 – Heightened Health Concerns</u></p> <p>The Employer recognizes that a situation may occur where there may be a real or perceived health concern in the workplace. The circumstances of such concern shall be referred to as a Heightened Health Concern in the workplace and the employer agrees to the following in order to ensure the safety and health of its employees.</p> <p>19.01 <u>Health and Safety</u></p> <p>In the event of a Heightened Health Concern the employer will take the following steps to ensure that the health and safety of employees is a top priority:</p> <ol style="list-style-type: none"> 1. The employer will call an emergency Joint Health and Safety meeting. All policies and procedures will be reviewed and amended as required to ensure that recommended health measures are met. 2. Ensure that all employees are provided with appropriate personal protective equipment 3. The employer agrees to provide and maintain all personal protective equipment 4. The employer will arrange a meeting with the union to consult and review all procedures and strategies to be implemented or considered. 5. The employer will initiate weekly meetings with all employees to ensure that all procedures are known and followed. 6. The Joint Health and Safety Committee will conduct a workplace inspection once a week. Any recommendations shall be actioned immediately. 7. The employer will provide the union with copies of all policies, procedures, and of all JHSC minutes. 8. If a Heightened Health Concern is determined in the workplace, according to public health and occupational health standards, the employer will immediately cease operations. During the closure, the employer shall: <ol style="list-style-type: none"> (a) Compensate all employees during the shutdown for lost time (b) Clean and sanitize all areas of the workplace (c) Put in any additional measures or protections to ensure employees are safe at work

UP's	Article Number	Language
		<p style="text-align: center;">(d) ensure the union is involved and communicate any strategies with the union from the onset of the declaration</p> <p>The employer recognizes and respects an employee's right to refuse unsafe work during a Heightened Health Concern. Should an employee refuse unsafe work, the employer will call an emergency JHSC meeting to investigate the matter. All necessary steps will be taken to correct the matter given rise to the refusal in a timely fashion.</p> <p>Pending the outcome of the investigation the affected employee will be scheduled in another area of work. Should there not be available work within the employee's qualifications, the employee will be sent home until the matter is resolved. Should the employee be sent home, the employee will be compensated by the employer for any time lost as a result of the refusal up to and including the resolve of the matter given rise to the refusal and the employees return to work.</p> <p>In all of the above circumstances, the employer agrees to consult and adhere to all recommendations put forth by the Union on behalf of its members.</p> <p>19.02 <u>Leaves of Absence</u></p> <p>Should an employee be required to isolate or quarantine at the recommendation of provincial health services or be unable to work due to employer policies, the employer shall compensate the employee for all lost time while doing so. This will include any premiums, statutory holiday pay, or any other lost income the employee might incur. The employee's seniority shall not be affected.</p> <p>If the employee is required to isolate or quarantine as a result of a work-related contact or positive test, the employer will immediately complete an employer's report for the workers compensation board in order to prevent delay in the employees claim. The employer further agrees to provide any required information to the workers compensation board immediately. The employee's seniority shall not be affected.</p> <p>Should an employee feel it is unsafe to continue to work during a Heightened Health Concern, whether it is due to their own personal health or to care for another, the</p>

UP's	Article Number	Language
		<p>employer shall grant the employee a leave of absence. Such leave shall have no effect on the employee's seniority. The employer agrees to compensate the affected employee with the difference between any government subsidy and that of the employees' regular pay. If no subsidy is available, the employer agrees to compensate the employee for all lost earnings.</p> <p>The employer agrees to pay for all premiums related to benefits for any employee on a leave of absence or required to isolate or quarantine due to a close contact or positive case that may have been work related.</p> <p>19.03 <u>Benefits</u></p> <p>During a Heightened Health Concern, the employer will ensure that all employees have access to benefits. This includes but not limited to prescription coverage, short term disability and long-term disability. Where an employee would not normally be covered by such benefits, the employer will extend coverage to said employee and pay all related premiums.</p> <p>If the employee is required to isolate or quarantine while working as a temporary foreign worker, the employer shall make arrangements, and provide appropriate accommodations for the employee. The employer agrees to cover all costs associated with the additional accommodation.</p> <p>19.04 <u>Severance</u></p> <p>In the event that the employer is no longer able to operate during a Heightened Health Concern and will permanently close the business, the employer agrees to compensate all employees with the two (2) weeks of pay for every year of service and no less than one (1) month of pay, whichever is greater.</p> <p>In the case where an employee is above 55 years of age, the employer also agrees to pay any pension contributions the employee may have received up to the age of retirement.</p> <p>The employer agrees to pay for three (3) months of additional benefit premiums for all employees.</p> <p>The employer agrees to negotiate all other severance entitlements with the union withing fourteen (14) days of</p>

UP's	Article Number	Language
		<p>the notice of closure.</p> <p>19.05 <u>Layoffs/Recall</u></p> <p>If a reduction in work is required that may lead to potential layoff of employees, the employer will notify the union immediately. This notice will permit discussion of the problem and provide an opportunity for either the Union Labour Relations Officer assigned by the Local Union or the employer to make suggestions which could eliminate or reduce the extent of the layoff or shorten the time of layoff anticipated.</p> <p>In the event of layoff, the employer shall first layoff temporary employees and then probationary employees. If additional layoffs are required, employees will be laid off in reverse order of seniority.</p> <p>Employees with seniority who are laid off shall be recalled in reverse order to that in which they were laid off.</p> <p>The length of a layoff is not to exceed one and a half (1 1/2) years.</p> <p>In the event an employee is not recalled to work upon the expiration of their layoff notice, the employer shall compensate the employee with payment of severance as stated in the collective agreement.</p> <p>19.06 <u>Pay</u></p> <p>In the event that a Heightened Health Concern is deemed to exist, the employer agrees to compensate all employees during this time an additional 15% premium for all hours worked.</p> <p>Such premium will remain in place until the Heightened Health Concern is alleviated or no longer perceived in the workplace.</p> <p>19.07 <u>Vacation</u></p> <p>In the event of a Heightened Health Concern employees who contract a virus or are required to isolate during their vacation will have the ability to cancel their vacation and reschedule their allotted vacation.</p> <p>An employee may also choose to cancel any vacation</p>

UP's	Article Number	Language
		<p>they may have scheduled and reschedule for a later date.</p> <p>Should the employee choose, they may during this time be given the opportunity to carry over any unused vacation or have the balance of their vacation paid out at the end of the vacation calendar year.</p> <p>The employee may also choose to convert any unused vacation time to sick time.</p> <p>19.08 <u>Grievance and Discipline</u></p> <p>During a Heightened Health Concern, the employer recognizes that employee absences may be higher than normal due to the need to isolate, quarantine or due to employees need to protect themselves and their loved ones. The employer agrees not to discipline any employees for attendance during a Heightened Health Concern.</p> <p>During a Heightened Health Concern, the employer recognizes the elevated stress and anxiety their employees may experience and will not issue discipline to employees during this time.</p> <p>The employer agrees to waive all time limits relating to the filing or advancing of grievances during a pandemic.</p> <p>Should a grievance need to be advanced to arbitration during a Heightened Health Concern, the parties agree that the matter will be heard within sixty (60) days and the hearing will take place using any means available.</p> <p>The parties agree that any matter advanced to arbitration shall be heard by one of the following agreed to arbitrators:</p> <ol style="list-style-type: none"> 1. To be discussed 2. To be discussed 3. To be discussed <p>19.09 <u>Revised work schedule</u></p> <p>Should an employee require a revised work schedule to care for a child or loved one during a global pandemic the employer will immediately accommodate the request. The employer will allow an employee the ability to change their availability beyond which is provided for in the collective bargaining agreement.</p>

UP's	Article Number	Language
		<p>19.10 <u>Vaccinations</u></p> <p>The employer agrees to make every effort to ensure that safe vaccines are available for its workforce as soon as possible - but no employee will be required to take a vaccine and getting a vaccine will not be a condition of employment.</p>
Monetary <input type="checkbox"/> Non-Monetary <input type="checkbox"/> Time: ___:___		
Date Agreed to: ___/___/___ Date Amended and Agreed to: ___/___/___ Date Withdrawn: ___/___/___		

UP's	Article Number	Language
New Proposal		
UP22	Add new	<p>Add new the following language to the collective agreement as a new Article 20 and renumber the remaining articles.</p> <p><u>Article 20 – Joint Health and Safety Committee</u></p> <p>20.01 A joint health and safety committee comprising of X members appointed by the Union and X by management will meet monthly to review all matters pertaining to the Act and/or procedures and policies of the Company, and make recommendations to the Company.</p> <p>The JHSC committee must have 2 co-chairs:</p> <ul style="list-style-type: none"> • worker co-chair is chosen by the Union • employer co-chair is chosen by the Employer <p>These committees have many duties including the following:</p> <ul style="list-style-type: none"> • to consider and expeditiously address health and safety complaints; • to participate in all of the inquiries, investigations, studies and inspections pertaining to employee health and safety including work refusals; • to participate in the implementation and monitoring of a program for the provision of personal protective equipment, clothing, devices, or materials, and, if there is no policy committee, participate in the development of the program; • to participate in the implementation of changes that may affect occupational health and safety, including work processes and procedures, and, if there is no policy committee, participate in the planning of the implementation of those changes; • to inspect all or part of the workplace each month, so that every part of the workplace is inspected at least once a year; • to be involved in the creation/update/review of any hazard assessment; • to be notified of and to participate when governmental or safety organizations (OH&S, AHS, etc.) is conducting a tour, inspection or is attending the plant; <p>Employees sitting on the workplace health and safety committee must receive training and compensation for</p>

UP's	Article Number	Language
		<p>participating in meetings and carrying out their duties.</p> <p>20.02 The Union Representative will be invited to attend and all Joint Health and Safety Committee meetings.</p> <p>20.03 The Union will be provided copies of all documents that are requested or ordered to provide by any governmental health or safety organization.</p>
Monetary <input type="checkbox"/> Non-Monetary <input type="checkbox"/> Time: ___:___		
Date Agreed to: ___/___/___ Date Amended and Agreed to: ___/___/___ Date Withdrawn: ___/___/___		

UP's	Article Number	Language
Article 19 – Expiration and Renewal		
UP23	Entire Agreement	Term to be negotiated.
Monetary <input type="checkbox"/> Non-Monetary <input type="checkbox"/> Time: ___:___		
Date Agreed to: ___/___/___ Date Amended and Agreed to: ___/___/___ Date Withdrawn: ___/___/___		

UP's	Article Number	Language
Appendix "A" – Classification Schedule		
UP24	Entire Appendix	The Union proposes a substantial increase to all wage rates, premiums, and shift differentials.
Monetary <input type="checkbox"/> Non-Monetary <input type="checkbox"/> Time: ___:___		
Date Agreed to: ___/___/___ Date Amended and Agreed to: ___/___/___ Date Withdrawn: ___/___/___		

UP's	Article Number	Language
Appendix "B" – Company Paid Benefits		
UP25	Entire Appendix	The Union proposed increases to Company provided benefits. Language to follow.
Monetary <input type="checkbox"/> Non-Monetary <input type="checkbox"/> Time: ___:___		
Date Agreed to: ___/___/___ Date Amended and Agreed to: ___/___/___ Date Withdrawn: ___/___/___		

UP's	Article Number	Language
Appendix "B" – Company Paid Benefits		
UP26	Pension Plan	The Union proposed increases to the Pension Plan. Language to follow.
Monetary <input type="checkbox"/> Non-Monetary <input type="checkbox"/> Time: ___:___		
Date Agreed to: ___/___/___ Date Amended and Agreed to: ___/___/___ Date Withdrawn: ___/___/___		

UP's	Article Number	Language
Appendix "B" – Company Paid Benefits		
UP27	Sick Pay	The Union proposed increases to the sick day entitlement. Language to follow.
Monetary <input type="checkbox"/> Non-Monetary <input type="checkbox"/> Time: ___:___		
Date Agreed to: ___/___/___ Date Amended and Agreed to: ___/___/___ Date Withdrawn: ___/___/___		

UP's	Article Number	Language
Letters of Understanding		
UP28	All Letters	The Union proposes discussion on any and all letters of understanding.
Monetary <input type="checkbox"/> Non-Monetary <input type="checkbox"/> Time: ___:___		
Date Agreed to: ___/___/___ Date Amended and Agreed to: ___/___/___ Date Withdrawn: ___/___/___		

UP's	Article Number	Language
New Proposal		
UP29		The Union proposes discussion on any and all company policies and procedures.
Monetary <input type="checkbox"/> Non-Monetary <input type="checkbox"/> Time: ___:___		
Date Agreed to: ___/___/___ Date Amended and Agreed to: ___/___/___ Date Withdrawn: ___/___/___		

UP's	Article Number	Language
New Proposal		
UP30		The Union proposes discussion on online access, app usage, utilization, and accessibility for all employees.
Monetary <input type="checkbox"/> Non-Monetary <input type="checkbox"/> Time: ___:___		
Date Agreed to: ___/___/___ Date Amended and Agreed to: ___/___/___ Date Withdrawn: ___/___/___		

UP's	Article Number	Language
New Proposal		
UP31		The Union proposes discussion on the implementation of an apprenticeship program.
Monetary <input type="checkbox"/> Non-Monetary <input type="checkbox"/> Time: ___:___		
Date Agreed to: ___/___/___ Date Amended and Agreed to: ___/___/___ Date Withdrawn: ___/___/___		

UP#		DESCRIPTION	STATUS	RESOLVED
UP1		Quality Policy		
UP2		Environmental Policy		
UP3		Health & Safety Policy		
UP4		Preamble		
UP5		Union Recognition		
UP6		Union Security and Check-Off		
UP7		Union Activity		
UP8		No Discrimination/ Harassment		
UP9		Strikes and Lockouts		
UP10		Probationary Period		
UP11		Seniority		
UP12		Layoffs and Recall Procedures		
UP13		Promotions, Transfers, and Job Postings		
UP14		Hours of Work and Overtime		
UP15		Grievance Procedure and Arbitration		
UP16		Leave of Absence		
UP17		Holidays		
UP18		Vacation with Pay		
UP19		Bereavement Leave		
UP20		General		
UP21		Heightened Health Concerns		
UP22		Joint Health and Safety Committee		
UP23		Expiration and Renewal		

UP24		Classification Schedule		
UP25		Company Paid Benefits		
UP26		Company Paid Benefits – Pension Plan		
UP27		Company Paid Benefits – Sick Days		
UP28		Letters of Understanding		
UP29		Company Policies and Procedures		
UP30		Online Access, App Usage, Utilization, and Accessibility		
UP31		Apprenticeship Program		