

# UNION PROPOSALS BETWEEN

# ALSCO CANADA CORPORATION

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.

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## **UP1 – Article 1 – Purpose**

- 1.01 It is the purpose of this Agreement, in recognizing a common interest between the Company and the Union in promoting the utmost cooperation and between the Company and its employees, to set forth conditions covering rates of pay, hours of work and conditions of employment to be observed between the parties and to provide a procedure for prompt and equitable adjustment of grievances.
- 1.02 It is agreed that this Agreement is the only Agreement between the Employer and its employees and that it supersedes any arrangements made or terms and conditions applicable to employees before the signing of this Agreement. It is further agreed that the terms and conditions outlined herein are minimums.
- 1.03 The Company agrees not to enter into any agreement or contract with the employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement or any applicable statute of the Province of Alberta or Dominion of Canada. Any such agreement will be null and void.
- 1.04 To these ends, this Agreement is signed in good faith by the two parties.

## **UP2 – Article 2 – Term of the Agreement**

- 2.01 This Agreement shall be in force and effect from the date of the ratification up to and including \_\_\_\_\_, 2022 and from year to year thereafter.
- 2.02 Either Party may, by written notice to the other Party of not more than one hundred and twenty (120) days but not less than sixty (60) calendar days prior to the expiration of this Collective Agreement, advise of their intention to commence collective bargaining.
- 2.03 Where notice is served by either Party to commence collective bargaining, this Collective Agreement shall continue in full force and effect until a new Collective Agreement has been ratified by both Parties or until the requirements of the Alberta Labour Relations Code, RSA 2000, C. L-1 have been met.
- 2.04 Any notice required to be given in this Collective Agreement shall be deemed to have been sufficiently served if personally delivered, emailed, or mailed in a prepaid registered envelope addressed in the case of the Employer to \_\_\_\_\_ or designate of the Employer.

### **UP3 – Article 3 – Clarification of Terms**

- 3.01 It is agreed that throughout this Agreement wherever the words “he” or “his” or “him” appear, it shall be construed as meaning any employee, male or female covered by this Collective Agreement.
- 3.02 It is agreed that wherever the words “employee” or “employees” appear, it shall refer to any person or persons covered by this Agreement.
- 3.03 Emergency – For the purpose of this Agreement, emergency shall be defined as any sudden or unusual occurrence or condition that could not, by the exercise of reasonable judgment, have been foreseen by the Company.

#### **UP4 – Article 4 – Strikes and Lockouts**

- 4.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during the term of this Agreement.
- 4.02 The words “strike” and “lockout” shall be defined as in the Alberta Labour Relations Code, RSA 2000, c. L-1, as amended.
- 4.03 In the event of a breach of a violation of this Article, the Union, upon being informed thereof by the Employer, shall immediately notify the employees it represents that such conduct and/or other work interferences is unauthorized and in violation of this Agreement, and direct those involved to immediately resume work. Further, upon being notified of any conduct or acts on the part of any of the employees it represents in violation of this Article, the Union shall take immediate positive action to cause such conduct to be ceased.
- 4.05 In the event of a strike or lockout there will be no plant staff or anyone else Driving the routes.

## **UP5 – Article 5 – Definitions**

“Employee” means a person covered by this Collective Agreement and employed by the Company.

## **UP6 – Article 6 – Recognition**

- 6.01 The Company recognizes the Union as the sole collective bargaining agency for all Drivers working in or out of Edmonton, Grande Prairie and Red Deer Alberta in accordance with Certificate number C1997-2022 of the Alberta Labour Relations Board issued pursuant to the Alberta Labour Relations Code, RSA 2000, c L-1, as amended.
- 6.02 The Company agrees to meet and negotiate with Union Representatives on matters pertaining to rates of pay, hours of work and other terms and working conditions of the Employees covered by this Agreement.
- 6.03 (a) This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event the entire operation or any part thereof, which is covered by this Agreement, is sold, leased, transferred or taken over by sale, lease, transfer, assignment, receivership or bankruptcy proceedings, or another Limited Company is set up to perform any of the functions previously performed by the Company covered herein, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.
- (b) If at any time the Company intends to sell, transfer or lease the entire operation or any part thereof, the Company shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc. of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union, not later than the effective date of sale.
- 6.04 The Employer will supply a report to the Union containing the following information on a mutually agreed data processing medium following the close of the Employer's four (4) or five (5) week accounting period:
- a) full name;
  - b) employee number;
  - c) status (full-time, casual, active, inactive);

- d) classification;
- e) social insurance number;
- f) date of birth;
- g) date of hire;
- h) union seniority date;
- i) termination date and reason for termination;
- j) home address (including City and Postal Code);
- k) phone numbers (cell and home);
- l) current rate of pay; and
- m) hours worked in the period.

## **UP7 – Article 7 – Scope**

This Collective Agreement shall cover all employees engaged in Driving duties at the above-mentioned location, except those in a supervisory capacity with the right to hire and fire, those in a confidential capacity with a knowledge of Labour relations, office staff, and Management trainees.

## **UP8 – Article 8 – Legislated Minimums**

The Employer agrees to abide by all legislation that applies to the workplace. At a minimum, employees shall have all the rights and entitlements provided under all legislation applicable to the workplace, including without limitation, the following:

- Alberta Employment Standards Code;
- Alberta Labour Relations Code;
- Alberta Human Rights Act;
- Occupational Health and Safety (OHS) Act; and
- Workers' Compensation Act.

The provisions of all applicable workplace legislation, including any legislated improvements for employees, shall be deemed incorporated into and shall be enforceable under this Collective Agreement.

## **UP9 – Article 9 – Bargaining Agency**

The Employer shall provide the Union in January of each calendar year, with a list containing the classifications and number of persons in those classifications excluded from the Collective Agreement.

The Employer shall provide the Union with a list containing the current names, addresses, phone numbers, classifications, full-time or part-time status and rates of pay of all bargaining unit employees, in January and July of each year.

## **UP10 – Article 10 – Bargaining Unit Work**

The Company shall not assign work performed by members of the UFCW bargaining unit to AlSCO Edmonton plant employees or any other employees of any other organization who are outside the bargaining unit (i.e. Management or Edmonton, Red deer and Grand Prairie office staff, client/customers).

## **UP11 – Article 11 – Codifying Pre-Unionization Rights and Privileges**

The Employer agrees that the intention of the parties is to ensure that employees, in addition to the improvements to their terms and conditions set out in this Collective Agreement, continue to enjoy no less than the remuneration, rights, entitlements, privileges, and/or benefits provided before recognition and/or certification of the Union.

In the event that the negotiation of this First Collective Agreement, by omission or error, has failed to account for any aspect of employees' pre-unionization remuneration, rights, entitlements, privileges, and/or benefits, all relevant information about the issue shall be shared with the Union by the Employer so that it can be fairly and transparently investigated and addressed.

## **UP12 – Article 12 – Deemed Fairness Provision**

In administering this Agreement, the Employer and the Union shall act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.

### **UP13 – Article 13 – Non-Discrimination**

- 13.01 The Employer will not discriminate in its hiring and employment practices against persons, in accordance with the *Alberta Human Rights Act*, as amended and to include union membership and activity in the Union.
  
- 13.02 The Union will not discriminate in its practices against persons, in accordance with the *Alberta Human Rights Act*, as amended.

## **UP14 – Article 14 – Management Rights**

The Employer will be the sole judge of the appropriate location of its place or places of business, the number of employees to be employed, and the work to be performed at all such locations. Except where otherwise expressly limited by a specific provision of this Agreement, the Employer shall have the sole and exclusive right to determine all matters pertaining to the management of the Employer and its affairs. Without limiting the generality of the foregoing, such Employer rights shall include the right to:

- (a) Maintain order, discipline efficiency and to make, alter, and enforce, from time to time, rules and regulations to be observed by an employee, which are not in conflict with any provision of this Agreement;
- (b) Direct the working force and to create new classifications and work units and to determine the number of employees, if any, needed from time to time in any work unit or classification and to determine whether or not a position, work unit, or classification will be continued or declared redundant;
- (c) Hire, promote, transfer, layoff, and recall employees;
- (d) Demote, discipline, suspend, or discharge for just cause.

~~36.05~~ An employee shall lose their seniority and their employment shall be at an end, if they:

- (a) retire;
- (b) resign;
- (c) fail to return to work at the expiration of an authorized leave;
- (d) fail to respond to a recall notice within the time required under this Agreement;
- (e) are discharged for just cause; or
- (f) fail to report for five (5) consecutive shifts without providing the Employer with a reasonable explanation for the absence.

## **UP15 – Article 15 – Management Training**

The Employer shall ensure that management staff are appropriately trained in Labour relations, all applicable workplace legislation, and the provisions of this Collective Agreement.

## **UP16 – Article 16 – Union Representation**

- 16.01 The representative of the Union can visit the company property or office anytime. The Union can talk to Union members on clock for up to 3 minutes.
- 16.02 The Union shall appoint or elect shop stewards (One (1) at each location) and shall notify the Company in writing of such appointment or election. The Company shall recognize shop stewards and shall not discriminate against them for lawful union activity.
- 16.03 The Union shall advise the Company in writing of the names of the Stewards, of any change of Employees selected to so act during the term of the Agreement.
- 16.04 The Company will distribute to new Employees appropriate written information provided by the Union as to the Benefits and Dues of union membership.
- 16.05 Shop Stewards shall be permitted to take up grievances during working hours without loss of pay for no more than one (1) hour per week. In any meeting with the Company on Union business, including the renewal of this Agreement with the Company, the Shop Steward will not suffer loss of wages and will be paid applicable rates per Collective Agreement by the Company.
- 16.06 Alternate Stewards.
- The Company agrees to recognize any Employees, selected by the Union Stewards, to act as alternate Stewards to assist in the presentation of any proper grievances that may arise, in the event that the Steward is absent from work. The Company will be advised in writing of the names of any Alternate Stewards once they are selected.
- 16.07 If the Company discharges the Shop Steward, the Union shall be advised prior to such discharge and he shall have the right to representation from his or her Labour Relations officer.

16.08 The Employer recognizes, as far as it is reasonably practical to do so, the following employee rights:

- (a) Full, fair, and due process with Union representation in all circumstances contemplated by this Agreement;
- (b) The right to a safe and healthy workplace;
- (c) Be compensated for all work required to be performed in accordance with this Agreement and at the direction of the Employer;
- (d) Be informed of all applicable workplace rights, obligations, policies, and rules;
- (e) To receive training that is reasonably required for the performance of the employee' job duties;
- (f) Participation in lawful Union activity;
- (g) All statutory benefits, rights, and other privileges.

## **UP17 – Article 17 – Union Security**

- 17.01 Every Employee who is now or hereafter becomes a member of the Union shall maintain their membership in the Union as a condition of their employment and every new Employee whose employment commences hereafter shall, within seven (7) days after the commencement of their employment, apply for and maintain membership in the Union.
- 17.02 On commencing employment, the Employee's immediate supervisor shall introduce the new Employee to their Labour Relations Officer. An officer of the Union shall be given the opportunity to meet with the new Employee within regular working hours without loss of pay for a maximum of fifteen (15) minutes during the first week of employment for the purpose of acquainting the new employee with the benefits and duties of the Union membership and their responsibilities and obligations to the Company and the Union.
- 17.03 Union Stewards may be appointed or elected by the Union from time to time, and the Union will identify to the Employer its designated Union Stewards. The Union agrees that it shall only be entitled to name up to one (1) Union Steward for every 7 members.
- 17.04 Employees of the Employer who are Union Stewards shall not suffer loss of regular straight time wages for time spent in Union-Management meetings, grievance meetings or for performing other Union Steward functions.
- 17.05 The Union acknowledges that Union Stewards have regular duties to perform on behalf of the Employer and may not leave their regular duties without notifying their manager. Each Union Steward shall, with the consent of the manager, be permitted to leave their regular duties for a reasonable length of time, without loss of pay, to function as a Union Steward as provided in this Agreement. Such consent from the manager shall not be unreasonably withheld. When Union Steward or Union Labour Relation Officers are meeting with an employee(s) pertaining to Union business, it is expected that wherever possible such discussion shall take place

during the employee's coffee or meal break. Where this is not possible, the employee must receive approval of their immediate supervisor who is not within the scope of the bargaining unit prior to leaving their regular duties.

**UP18 – Article 18 – Digital Membership Cards**

The Union Wishes to discuss digital membership cards.

## **UP19 – Article 19 – Dues Check-Off**

- 19.01 The Employer will ensure dues and similar fees deductions, or assessments are being made and remitted properly. The parties agree to work together to resolve any challenges. In the event of an error by the Employer, the Employer shall compensate the shortfall to the Union.

The Employer agrees to report on the T-4 slip of each affected employee, the respective amounts deducted on behalf of the Union. Should the Union need to implement a different system/administrative process for Union dues or fee deductions, the parties will agree to meet and resolve.

- 19.02 The Company agrees to deduct from the wages of each employee upon proper authorization from the employee affected such initiation fees, assessments and Union dues as authorized by the Union.

The Company further agrees, automatically, to deduct Union dues from the wages of new employees in biweekly instalments.

- 19.03 The Company shall remit once each accounting period to the Union:

- (a) Monies deducted from the wages of its employees for Union initiation fees, dues, and assessments;
- (b) A statement showing each employee's name from whom deductions were made, and the amount of the deductions.

Commencing with the first week of employment, initiation fees shall be deducted.

**Every three (3) months, the Employer shall meet with the Union to ensure that the Union dues, initiation fees and any other assessments are being deducted and remitted properly and correctly.**

**The Union will provide the required changes and the Company will apply them. If the Company has made errors or omissions, they shall correct the situation and fully compensate the Union as necessary.**

## **UP20 – Article 20 – Health and Safety**

- 20.01 The Employer and the Union recognize employees' right to working conditions which show respect for their health, safety, and physical well-being.
- 20.02 The parties recognize that the maintenance and development of the employee's general well-being constitute common objectives. Consequently, all efforts shall be deployed to prevent and correct any situation and any conduct liable to compromise the health and safety of employees, or which deteriorates the work environment.
- 20.03 An employee shall be entitled to refuse unsafe work in accordance with the process outlined in the *Occupational Health and Safety Act*.
- 20.04 The Employer will reimburse employees for cleaning, repair or replacement costs if their personal property necessary to be brought to work (glasses, clothing, cars, etc.) is damaged, soiled or destroyed by a civilian, patron, client or customer. The employee must report the damage and submit a request for reimbursement within fifteen (15) calendar days of the damage occurring.
- 20.05 No employee shall use their personal vehicle for any type of work.

### **Safety and Health Committee**

- 20.06 A committee will be established to consider matters of occupational health and safety.
- 20.07 The committee shall meet at least monthly or more frequently if required by either party at a mutually acceptable hour and date.
- 20.08 The Safety and Health Committee will be comprised of one (1) union representative for every seven (7) members, up to four (4) individuals appointed by the Union and up to an equal amount on behalf of the Employer. The basic rate of pay for any lost time will be paid to such employees for time spent in attendance at a meeting of the committee.

## **Workers' Compensation**

- 20.09 An employee involved in an accident or illness as a result of work for the Employer must report such accident and/or illness immediately to the Employer.
- 20.10 In the event an employee is injured due to an event arising out of, and in the course of employment, if medically possible, the injured employee will fill out a notice of injury form, as soon as possible and the employee shall provide the completed form to the Employer management representative on site. A copy of the completed form shall be provided to the injured employee immediately following the report of the incident. The notice of injury form will be in compliance with the *Workers Compensation Act*.
- 20.11 If the illness or injury is such that the employee cannot report for work on their next or subsequent shifts, they must notify the Employer prior to the start of the shift(s) indicating the necessity for and expected amount of time away from the workplace.
- 20.12 Workers' compensation benefits shall be paid directly to the employee. The Employer agrees to ensure an employee suffers no loss of regular pay during a shift where they are injured and seek and obtain medical care.
- 20.13 The Employer recognizes the Union provides WCB assistance to its members and will assist the Union in doing so.

## **Dignity and Respect**

- 20.14 The Employer agrees that in all circumstances, employees shall be treated with dignity, respect, and fairness.
- 20.15 It is agreed that all employees have the right to a safe workplace, including all reasonably necessary safety equipment and protection from patrons or customers of the Employer.

- 20.16 Employees shall report and communicate all instances of civilian, patron, client or customer aggression, improper PPE, threats of violence or any other incident to their manager immediately.
- 20.17 The Employer, in exercising its responsibility, endeavors at all times to provide a work environment that is supportive of both productivity and the personal goals, dignity and self-esteem of every employee. The Employer acknowledges that some civilian, patron, client or customers can be unreasonable, aggressive, untrustworthy, mentally unstable and/or have other bad intentions or actions so therefore the company will protect the employee's at all cost.

## **UP21 – Article 21 – Contracting Out**

21.01 The *Employer* agrees that it will not contract out work, let the plant staff or any other part of the employers organization or any other organization, do work that is performed by members of the bargaining unit if it may lead to or directly results in:

- (a) a layoff of employees in the bargaining unit, or
- (b) a reduction of hours of work in the bargaining unit.

21.02 Supervisors not included in the bargaining unit shall not perform work assigned to employees in the bargaining unit except for instruction or training

### 21.03 Refusal of “Hot Goods”

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 as determined by the Union to be “hot goods” is brought to their attention. The Company recognizes the right of individual Union members to refuse, as a matter on conscience, to handle any goods that have been sent to this plant because of a labour dispute or cross a legal picket line of any union engaged in a legal strike or lockout. The Company will not discipline any employee for failing to cross a legal picket line or for refusing to handle “hot goods”.

## **UP22 – Article 22 – Security Cameras and Company Cameras**

- 22. 01 The use of security Cameras, as it pertains to delivery trucks being followed, will only be for the reason of protecting Company property and not for monitoring an employee's work performance.
  
- 22.02 The use of any company camera will only be for the reason of protecting Company property and not for monitoring an employee's work performance.

## **UP23 – Article 23 – Investigation and Assessment**

When a civilian, patron, client or customer makes an accusation against an employee of any wrongful doing a full investigation will be done and no discipline toward the employee will be made until the employer has enough actual proof the employee did wrong.

**UP24 – Article 24 – No Working Short**

The Employer will make every effort to replace employees who are away from work for any reason.

## **UP25 – Article 25 – Coming in Early**

Employees can enter the plant anytime before 6am to load their trucks or do any type of work, if any one (1) other person is in the plant.

## **UP26 – Article 26 – Notice Boards**

A suitable notice board shall be provided by the Company for the use of the Union to be located in a room easily accessible and conspicuous to employees.

## **UP27 – Article 27 – Communication**

- 27.01 When an employee schedule, route, pay is changed in anyway, or any other working condition is changed from any result of the customer or any other reason, then management will notify the employee immediately with a full debrief and a level of understanding of why the employee's working conditions are being changed.
- 27.02 Employees, both hourly and commissioned, will be consulted prior to additional stops being added or removed from their route. The Employee can request a steward to be present at such meeting.
- 27.03 Quarterly meetings will be held between Management and Employees to discuss matters of mutual interest regarding route management.

### **Change of Shift**

- 27.04 When a employee is required to change hours of work or shift schedules, he/she will be given a minimum of five (5) day's notice of such change, or twelve (12) hours pay at thirty-two (32) dollars per hour in lieu.

## **UP28 – Article 28 – Joint Labour Management Committee**

The Union and the Company have agreed that a formal process of communication would help everyone deal with changes and issues affecting the workplace. The Committee will be made up of Local Management, the Stewards and the Business Agent for United Food and Commercial Workers Canada Union, Local No. 401 (UFCW Local 401). The Committee may invite other employees or Company staff members if required. The Committee shall meet on a quarterly basis.

## **UP29 – Article 29 – Fresh Start**

The Employer agrees that, effective immediately upon Union ratification of this Collective Agreement, all employees employed at the date of ratification shall have the records of any discipline fully expunged from their personnel files and any other files that may exist. To be clear, employees shall not be affected by any discipline records that may be on their files prior to ratification of this Collective Agreement.

Employees shall have the right to review and take copies of their complete disciplinary and personnel files and records. A duly authorized Full-Time Union Representative shall be provided copies of the complete disciplinary and personnel files and records of each employee upon written request.

### **UP30 – Article 30 – Discipline**

- 30.01 Any employee shall have the right to have a Union Stewart or Union Labour Relation Officer present at any meeting that the employee believes may be disciplinary in nature or in any other meeting with the employer. The Employer shall notify the Union of the date, time, and place of such meetings and the meetings shall be scheduled in advance in order for the Union Stewart or Union Labour Relation Officer to be present and will not be unreasonably delayed. It is understood that the Union can choose to attend by phone, virtually or in person.
- 30.02 Upon written request, an employee shall have the right to review their personnel file once a year.
- 30.03 A copy of all written disciplinary action shall be provided to the employee concerned. A copy shall be forwarded to the Union office.
- 30.04 Reprimands and suspensions will be removed from an employee's personnel after eight (8) months.

## **UP31 – Article 31 – Grievance Procedure**

- (a) Any complaint, disagreement, or difference of opinion between the Employer and the Union or the employees covered by the Agreement which concerns the interpretations, application, operation, or alleged violation of the terms and provisions of this Agreement, shall be considered as a grievance.
- (b) Any employee, the Union, or the Employer may present a grievance. Any grievance which is not presented within thirty (30) days following the event giving rise to such grievance or the last day worked in the case of a dismissal, shall be forfeited and waived by the aggrieved party. Time limits are mandatory and final and may be extended by mutual agreement with written confirmation.
- (c) All grievances, except those submitted by the employee to their immediate superior or to the Union, shall be submitted in writing and shall set forth, clearly, the issues and contentions of the aggrieved party; the Employer shall then reply, in writing, to the Union's letter, setting forth their answer to the points raised by the Union in its grievance.
- (d) The procedure for adjustment of grievances and disputes by an employee shall be as follows:
  - (i) By a discussion between the employee and the Shop Steward or Union Representative and the employee's immediate superior and/or Store Manager. If satisfactory settlement cannot be reached then:
  - (ii) The Union Representative(s) may submit a written grievance and take up the matter with the Employer's official designated by the Employer to handle labour relations.

If a satisfactory settlement cannot be reached, the matter may then be referred to arbitration. A referral to arbitration will not be made until both parties have had a grievance meeting or conference call on the matter. A grievance meeting will be held within thirty (30) days of the request of either party.

## **UP32 – Article 32 – Arbitration**

- 32.01 All grievances that cannot be settled by the Representative of the Employer and the Union in accordance with Article 31 may be submitted to a single arbitrator as set out below.
- 32.02 The single arbitrator shall be mutually agreed upon by the Union and the Employer. In the event that a single arbitrator cannot be mutually agreed upon, then application for appointment of an arbitrator shall be made to the Director of Mediation Services for the Province of Alberta.
- 32.03 The arbitrator shall not be vested with the power to change, alter, or modify any of the terms of this Agreement.
- 32.04 No person shall serve as an arbitrator if they are involved or directly interested in the grievance.
- 32.05 The decisions of the arbitrator shall be binding and enforceable to all parties.
- 32.06 It is agreed that the expenses of the arbitrator shall be borne equally by both the Union and the Employer.

### **UP33 – Article 33 – Training and Employment Checks**

- 33.01 The Employer shall reimburse employees for the cost of all checks or things required to be produced prior to hire within sixty (60) days of the employee providing an original receipt to the Employer. Some examples can be Driver's abstract, venerable sector check, criminal record check or anything other thing that is required from the company to get hired. It is the responsibility of the employee to request the reimbursement of such costs.
- 33.02 Employees are required to take and attend all classes, training, workshops or anything else required by the Employer to get hired. All classes, training, workshops or anything else shall be paid for by the Employer.
- 33.03 Orientation shall be paid. No Employee shall be expected to work without paid orientation.
- 33.04 If the government legislates or regulates mandatory changes to the training requirements for AlSCO employees, employees requiring certain certifications or academic standings or anything else, will receive such training and the employer agrees to pay for all expenses associated with such training and education. A reasonable amount of time will be allowed to each employee to attain such required training, academic standing, certifications or anything else that is required.
- 33.05 When training or workshops required to be completed cannot be completed during regularly scheduled work hours, an employee will be required to complete the training or workshop while the employee is not scheduled to work, during which time the employee will be paid thirty-two (32) dollars per hour.

## **UP34 – Article 34 – Uniforms**

34.01 The Company will provide without cost to the employee, wearing apparel where it is required to those employees (other than a probationary employee) by January 15<sup>th</sup> of each calendar year consisting of the following:

- 5 Long Sleeve shirts
- 5 Short Sleeve shirts
- 5 Sweatshirts
- 1 Winter Jacket
- 5 Pants
- 1 Toque

34.02 It is agreed that all employees will clean and maintain their own Uniforms in a neat and presentable fashion.

34.03 Following completion of the probationary period, new regular employees will be issued Uniforms immediately.

34.04 The company agrees to keep all it's Personal Protective Equipment (PPE) practices and supply at no cost. These items are gloves, masks and whatever else is required by the company for PPE use.

34.05 **Safety Footwear**

The Company shall subsidize the cost of CSA approved safety boots by January 15<sup>th</sup> of each calendar year, for employees with proof of purchase to a maximum payment of two hundred and eighty (\$280.00) dollars including taxes per year.

Employees shall be subsidized to a maximum of two hundred and ninety-five (\$295.00) dollars including taxes once annually but may purchase two (2) pairs of boots to achieve this amount. Such employees shall be required to wear CSA approved boots at all times while on duty. Should a customer require specialty footwear exceeding these costs, the Company agrees to pay the full amount to the Employee who is assigned to said route.

### **UP35 – Article 35 – Probationary Period**

New Employees shall be on probation for a continuous period of employment consisting ninety (90) days' worked during which time they may be dismissed without reference to seniority. The termination of a probationary Employee shall be deemed to be for just cause and shall not be the subject of a grievance under this Agreement.

## **UP36 – Article 36 – Seniority**

- 36.01 After successful completion of the probationary period in accordance with Article 35, seniority shall then be established from the date an employee first permanently entered the service of the Company. It is agreed that seniority shall be based on continuous service with the Company.
- 36.02 Seniority for full-time employees shall be defined as length of continuous service with the Company in the bargaining unit as a full-time employee. Full-time employees are considered senior to part-time employees for all purposes of this Collective Bargaining Agreement. The seniority date of a full-time employee who has been reinstated to full-time employment shall be his/her original full-time date unless the employee has voluntarily reduced himself/herself to part-time or has refused to return to full-time employment due to his/her restrictions in availability. Seniority for part-time employees shall be defined as length of continuous service with the Company in the bargaining unit. All employees shall be scheduled, called in, laid off, and recalled by seniority within the bargaining unit.
- 36.03 The Company shall prepare a seniority list of all employees in January and June of each year showing seniority date and classification. The list shall be posted in places accessible to all employees and a copy shall be forwarded to the Union. The Union shall report any errors in the seniority list shall be reported in writing to the Company within fifteen (15) days by receipt of the Union. Any errors identified by the Union in the seniority list shall be corrected and a new seniority list shall be posted.
- 36.04 If an Employee is on an approved unpaid leave of absence in excess of thirty (30) days, they shall retain their accrued seniority but shall not accumulate additional seniority while on such leave.
- 36.05 If an employee is transferred or promoted to a position outside of the bargaining unit, he shall retain his accumulated seniority and a right to return to his former position for a maximum of three (3) months while on probation in the new position. If the employee is outside of the bargaining unit longer than the above mentioned

three (3) months and is subsequently rehired to the bargaining unit, his seniority shall commence effective the first day he is returned to the bargaining unit.

36.06 The Union wishes to discuss relief for part time.

36.09 License Suspensions

The Company will review the case of a driver who loses his/her license for the first time, depending on the seriousness of the offence. A driver, whose record merits consideration, may apply for a leave of absence for the duration of the suspension of his/her license or, alternatively, he/she may be assigned non-driving work that is available for the company.

## **UP37 – Article 37 – Layoffs and Recalls**

37.01 In the event of a layoff, senior Employees shall be retained, provided that they have the required and sufficient qualifications and ability to perform the work to be done. Any Employee laid off shall be returned to work in order of seniority, provided that they have the required and sufficient qualifications and ability to perform the work being resumed. A layoff shall be defined as a period of more than six (6) consecutive calendar days during which no work is available for the employee.

37.02 The Union wishes to discuss.

When the Company wishes to recall an employee who has been laid off, they shall notify such Employee by Registered Letter addressed to the Employee's last known address and shall notify the Union of this action. The Employee shall have forty-eight (48) hours after being notified by the Company to advise the Company of his intention to return to work and must do so within five (5) days of having informed the Company. The Company may telephone an employee but if the employee cannot be reached personally, the Registered Letter must be sent.

37.03 The Union wishes to discuss severance pay.

### **UP38 – Article 38 – Promotions and Vacancies**

- 38.01 Any full-time vacancies or any new full-time positions created within the Bargaining Unit during the life of this Agreement shall be posted.
- 38.02 The posting shall remain open for five (5) working days to allow Employees to make written application for any such vacancies or new positions. All such vacancies or new positions shall be filled on the basis of seniority, qualifications and ability to perform the duties of the position in an efficient manner. When the position is to be filled, the Union shall be notified of the name of the successful applicant within ten (10) days of the appointment being made.
- 38.03 All Employees filling a new position or vacancy shall be on trial period in the new position for a period of ninety (90) days' worked. If such Employee does not perform the duties satisfactorily during such time, he shall be reverted by the Company to his former position at his former rate of pay without loss of seniority.

**UP39 – Article 39 – Wages**

The Union wishes to discuss wages of all employees.

## **UP40 – Article 40 – Bonuses**

The Union wishes to discuss Bonuses.

**UP41 – Article 41 – Cost of Living Allowance**

The Union wishes to discuss cost of living allowance.

## **UP42 – Article 42 – Benefits**

The union wishes to discuss: Benefits, Weekly indemnity, dental, pension plan, education fund, etc.

The Employer agrees to make contributions to the United Food and Commercial Workers Canada Union, Local No. 401 Education and Training Fund of fourteen (\$0.14) cents per hour for each hour that each employee works.

**UP43 – Article 43 – Personal Cell Phone Allowance**

The Union wishes to discuss personal cell phone used for work allowance.

## **UP44 – Article 44 – Hours of Work**

44.01 The Company retains the exclusive right to schedule hours of work of Employees and additional shifts as may be necessary to provide coverage for the determined hours of operation. Without limiting the generality of the foregoing, normal hours of work will be as follows:

Route Sales Representatives - The normal workweek for Route Sales Representatives shall be four (4) days per week, Monday to Thursday or Tuesday to Friday and forty (40) hours per week averaged over a four (4) - week period. Saturday and Sunday will be time off.

44.02 All Employees who are required to report for work on any day and do so report but for reasons of some breakdown or weather conditions are dismissed for the day shall receive not less than four (4) hours' pay at Basic Rate of Pay. The Employees shall perform such duties as the Company may require during that four (4) hour period.

44.03 It is understood and agreed that the provisions of this Article are only to provide a basis for calculating overtime compensation and should not be construed or interpreted as a weekly or daily guarantee or hours and/or days of work.

44.04 Notwithstanding Article 44.03, the Company agrees to guarantee to every Employee a minimum of thirty-seven (37) hours' work per week at thirty-two (32) dollars per hour for pay in lieu of work even in the case of breakdown, vehicle breakdown, weather conditions, incidents beyond the Company or employee's control, or while an Employee is absent from work at their own request, or as hereinafter provided.

44.05 Any Employee who fails to attend work without informing their manager for three days shall be deemed to have abandoned their position and will have their position terminated.

44.06 Any Employee who will not be attending work on their normal shift must contact their manager by phone at fifteen (15) mins before the start of their shift.

## Minimum Pay

- 44.07 Employees shall receive a minimum of twelve (12) hours pay at thirty-two (32) dollars per hour for reporting to work when no work is available, unless they have been notified a minimum of five (5) days before the start of their regular shift not to report to work. Where an employee attends a pre-scheduled meeting on his/her day off, he/she will receive a minimum of six (6) hours pay at the applicable rate.

## **UP45 – Article 45 – Overtime**

45.01 (a) Overtime pay at one and one-half (1 ½X) times an Employee's regular rate shall be paid on the next pay period for all hours worked in excess of ten (10) hours in any one day or forty four (44) hours in a week, except as otherwise stated. Notwithstanding the above, overtime hours worked on a Sunday shall be paid at two times (2X) an Employee's regular rate. No employee will be permitted to work any overtime without receiving the appropriate overtime pay as set out above. No Employee will be permitted to work overtime without first getting approval from their manager or any manager at their location.

### 45.02 Banked Overtime

An employee, upon written request, will have the option of banking their overtime earned, and/or replenished to a maximum of eighty (80) bankable regular hours and paid at the applicable rate of pay. No more than eighty (80) hours may be taken as time off per calendar year. The banked overtime may be paid out at any time or taken as paid days. No request for time off will be unreasonably withheld. Any unused banked overtime may be carried over into the following calendar year; however the overtime bank may not exceed eighty (80) hours at any given time.

## **UP46 – Article 46 – Rest Periods and Lunch Breaks**

The Union wishes to discuss rest periods and lunch breaks.

**UP47 – Article 47 – Out-of-Town**

The Union wishes to discuss out of town per diem.

**UP48 – Article 48 – Driving and Company Vehicles**

The Union wishes to discuss Company Vehicles.

**UP49 – Article 49 – Driving Distances or Windshield Time**

The Union wishes to discuss driving distances or windshield time.

## **UP50 – Article 50 – Personal Tools**

If an employee is required to use personal tools on the job as part of their employment and the tool is broken while performing this work the Company will replace the broken tool with one of equivalent quality.

**UP51 – Article 51 – Sick Leave**

The Union wishes to discuss sick days.

## **UP52 – Article 52 – Vacations**

The Union wishes to discuss vacations.

## **UP53 – Article 53 – Statutory Holidays**

53.01 The following days shall be observed as Statutory holidays:

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- Labour Day
- National Day for Truth and Reconciliation
- Thanksgiving Day
- Remembrance Day
- Christmas Day

and any other holiday when duly legislated by the Provincial Government as a Statutory Holiday. Any holiday falling on a weekend shall be observed on a day before or after the weekend as determined at the discretion of the Company.

53.02 Any Employee who works on any holiday as set out in Article 53.01 of this Article shall be paid, in addition to his statutory pay entitlements, an amount equal to one and one-half (1 ½X) times his regular rate for all hours worked.

53.03 There will be no entitlement to pay for the statutory holiday from the Company in cases where the Employee is:

- (a) Being paid benefits under the Workers' Compensation Act for the week in which the Statutory Holiday is observed, or absent from work due to disability during the week in which the Statutory Holiday occurs, or
- (b) Is on approved leave of absence without pay for the week in which the Statutory Holiday occurs, or
- (c) Is absent from work without authorization, on either the working day immediately before or after the Statutory Holiday

53.04 Each year, an employee may elect to transfer general holidays that are based on the Christian Faith (Good Friday and Christmas Day), to days that are observed as holy days generally recognized by

followers of their sincerely held religious beliefs. The employee may be required to provide confirmation of their affiliation by a confirmed religious leader. All requests to transfer a general holiday(s), for the upcoming year must be made by May 1 of each year. If an employee is hired after May 1, the employee shall not be entitled to transfer general holidays in accordance with this Article until the following year. The Employer shall notify all affected employees by June 1. Requests will not be unreasonably denied and will be subject to the needs of the business as determined by the Employer.

### Service Recognition Premium

- 53.05 All employees that have over seven (7) years of seniority shall receive one (1) additional paid holiday. All employees that have over ten (10) or more years of seniority shall receive an additional two (2) paid holidays. All employees that have over fifteen (15) or more years of seniority shall receive an additional three (3) paid holidays.

## **UP54 – Article 54 – Leave of Absence**

### 54.01 Union Leave

- (a) Upon giving the Company at least seven (7) days' notice in writing, a maximum of one (1) Employee, elected or selected as a delegate to attend business meetings in connection with the affairs of the Union shall be granted leave of absence without pay for a period not exceeding seven (7) days and without loss of seniority or any other rights enjoyed by such employee.
- (b) Insofar as operational efficiency will permit, not more than one (1) Employee who is elected or selected to do Union work may, upon request and upon giving the Company not less than thirty (30) days' notice, be granted up to six (6) months' leave of absence in any one year without pay and, upon return to work without loss of seniority or any other rights enjoyed by such Employee prior to such leave of absence.
- (c) The Company agrees to pay lost straight-time wages for Collective Bargaining negotiations for up to two (2) Employees up to an aggregate total of forty (40) hours' pay for any contract renewal.
- (d) Subject to any other provision of this Agreement, an Employee will receive the pay and benefits provided for in this Agreement when on unpaid leave of absence for Union work or conventions. However, the Union shall reimburse the Company for all pay and benefits during the period of absence.

### 54.02 General Leaves of Absence:

- (a) An Employee may request a leave of absence through a written application stating the requested date for commencement of the leave and the date of return to work.

### 54.03 Statutory Leaves of Absences

- (a) Bereavement Leave:

In the event of a death of an employee's parents, legal guardian, grandparents, children, grandchildren, sister, brother, spouse, stepparents, mother-in-law, father-in-law, sister-in-law, brother-in-law, spouse's grandparents, step-son or step-daughter, the Employee will be granted up to five (5) working days with pay for bereavement.

In the event that an employee is on vacation and there is a death in his immediate family, access shall be given to the appropriate bereavement leave and affected vacation shall be rescheduled with pay at a mutually agreed date.

(b) Maternity Leave:

An employee, upon her written request, will be granted maternity leave to become effective twenty (20) weeks immediately preceding the date of delivery or such shorter period as may be requested by the employee, provided that she commences maternity leave no later than the date of delivery.

- 54.04 Where the pregnancy of an employee interferes with the performance of the employee's duties before the estimated date of delivery, the Employer may request the employee begin medical leave supported by a doctor's certificate.
- 54.05 Maternity leave shall be without pay and benefits.
- 54.06 Maternity leave shall not exceed twenty (20) weeks however may be combined with parental leave entitlements below to provide for a total leave of absence which shall not exceed eighty- two (82) weeks.
- 54.07 A birth mother must take at least six (6) weeks leave after the birth of the child unless the Employer agrees to early resumption of employment and the employee provides proof satisfactory to the Employer that she is fit to resume work and will not endanger her health.
- 54.08 A parent upon their written request, be granted a leave of absence without pay and benefits for a period up to sixty-two (62) weeks for

parenting duties following the birth or adoption of a child. For the birth mother, Parental Leave starts immediately following Maternity Leave.

54.09 An employee adopting a child must:

Make written request for such leave at the time the application for adoption is approved and keeps the Employer advised of the status of the applications; and Provide the Employer with at least one (1) days' notice that such leave is to commence.

54.10 An employee intending to take maternity leave and parental leave, shall inform the Employer as to anticipated length the employee intends to take for maternity and/or parental leave.

54.11 An employee absent on Parental/Maternity/Adoptive Leave shall provide the Employer with two (2) weeks written notice of readiness to return to work, following which the Employer will reinstate the employee in the same step in the salary scale or provide the employee with alternate work of a comparable nature at no less than the same step in the salary scale and other benefits that accrued to the employee up to the date they commenced the leave.

54.12 Employee will have the option of maintaining their coverage under the Employer benefit plan by pre-paying the cost of those benefits prior to commencing such leave.

54.13 Employees who choose not to maintain their benefit coverage under the Employer benefit plan will have their benefits reinstated upon return to work, provided they are still eligible.

(a) Jury or Witness Duty:

All employees who have been called for jury duty, or who have been summoned or subpoenaed as a witness in any court, except for proceedings to which the employee is a party, shall be granted leave without pay for the duration of that duty. An employee who has been selected to be part of a jury or who has been summoned or subpoenaed as a witness must notify the Employer forthwith.

(b) Compassionate Leave:

Employees shall be entitled to up to twenty-seven (27) weeks' unpaid compassionate care leave for the purpose of providing care or support to a seriously ill family member.

(c) Personal and Family Responsibility Leave:

Employees shall be entitled to up to five (5) days of unpaid leave in a calendar year for the following purposes:

- a) the health of the employee; or
- b) the meeting of family responsibilities in relation to a family member.

(d) Death or Disappearance of a Child Leave:

An employee shall be entitled to an unpaid leave as follows:

a period of up to fifty-two (52) weeks if the employee is the parent of a child who has disappeared and it is probable, considering the circumstances, that the child disappeared as a result of a crime; or

a period of up to one-hundred-four (104) weeks if the employee is the parent of a child who has died and it is probable, considering the circumstances, that the child died as a result of a crime.

An employee is not entitled to death or disappearance of a child leave if he or she is charged with the crime that resulted in the death or disappearance of the child.

(e) Domestic Violence Leave:

For the purposes of this Article, domestic violence occurs when an employee, the employee's dependent child, or a protected adult who lives with the employee is subjected to any of the following acts or omissions by another person who:

- a) is or has been married to the employee, is or has been an adult interdependent partner of the employee or is residing or has resided together with the employee in an intimate relationship;
- b) is or has been in a dating relationship with the employee, regardless of whether they have lived together at any time;
- c) is the biological or adoptive parent of one or more children with the employee, regardless of their marital status or whether they have lived together at any time;
- d) is related to the employee by blood, marriage or adoption or by virtue of an adult interdependent relationship, regardless of whether they have lived together at any time; or resides with the employee and has care and custody over the employee pursuant to an order of a court.

54.14 The following acts and omissions constitute domestic violence for the purposes of this Article:

- a) any intentional or reckless act or omission that causes injury or property damage and that intimidates or harms a person;
- b) any act or threatened act that intimidates a person by creating a reasonable fear of property damage or injury to a person;
- c) conduct that reasonably, in all circumstances, constitutes psychological or emotional abuse;
- d) forced confinement;
- e) sexual contact of any kind that is coerced by force or threat of force;
- f) stalking.

An employee may take unpaid domestic violence leave, for any length the employee believes is required, for one or more of the following purposes:

- a) to seek medical attention for the employee or the employee's dependent child or a protected adult in respect of a physical or psychological injury or disability caused by the domestic violence;
- b) to obtain services from a victim services organization;

- c) to obtain psychological or other professional counselling for the employee or the employee's dependent child or a protected adult;
- d) to relocate temporarily or permanently;
- e) to seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence;
- f) any other purpose provided for in the Alberta Employment Standards Regulation.

An employee shall endeavour to provide as much notice as reasonably possible of the need for domestic violence leave and the estimated length of the leave.

(i) Citizenship Ceremony Leave:

Employees shall be entitled up to a day of unpaid citizenship ceremony leave to attend a citizenship ceremony to receive a certificate of citizenship.

(j) Reservist Leave:

Employees who are reservists are entitled to unpaid Reservist Leave for deployment and training in the Canadian Armed Forces.

(k) Critical Illness Leave:

Employees shall be entitled to critical illness leave of up to thirty-six (36) weeks' unpaid leave to provide care or support to a child under the age of 18.

## **UP55 – Article 55 – Vaccinations**

The company agree' s to bring back all employee's that have not had a Covid-19 vaccine. The company agree' s to hire people that are not vaccinated for Covid-19.

## **UP56 – New Proposal**

The Union wishes to discuss and resolve all issue regarding the implementation of Pay Equity Legislation.

## **UP57 – New Proposal**

Discuss and resolve all issues regarding work assignments, rotation of work and favoritism.

## **UP58 – New Proposal**

Review, discuss and amend the Collective Agreement to reflect improvements under the Labour Relation and Employment Standards Codes.

## **UP59 – New Proposal**

Discuss and resolve all issues that relate to rotation of job functions.

## **UP60 – New Proposal**

Review and amend current typos, ambiguities, gender references, misnomers, etc., as appropriate.

## **UP61 – Article 6 – Wage Scale and Classification**

Amend Schedule “A” to establish an increase in employees’ wages and premiums during a Heightened Health Concern.

## **UP62 – Article – Wage Scale and Classification**

Amend Schedule “A” to establish a premium during any situation where there is a Heightened Health Concern in the workplace, which would remain in effect until the Concern is alleviated or no longer perceived in the workplace.

## **UP63 – Article – Duration, Termination, and Amendments**

The term of this Collective Agreement to be negotiated.

## **UP64 – Letters of Understanding**

Discuss and resolve all issues pertaining to Letters of Understanding.

## **UP65 – New Proposal**

Add new Article to establish job descriptions within each classification.

## **UP66 – New Proposal**

Add new the following language to the Collective Agreement:

### **Recognition in the Union's Role in Society**

**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.**

**Without restricting the generality of the forgoing, the Company agrees with the Union's efforts to advance and support charities, evolving initiatives, the promotion of health care for all and all such movements and initiatives that contribute to the well-being of society.**

### **Union Governance and Finances**

**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.**

## **UP67 – New Proposal**

Add new the following language to the Collective Agreement:

### **Heightened Health Concerns**

**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 to ensure the safety and health of its employees.**

### **Health and Safety**

**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:**

- 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, and 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, during a Heightened Health Concern, it is determined in accordance with public health and occupational health standards the Employer will immediately cease operations, the Employer shall:**
  - (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.**
  - (d) Ensure the Union is involved and communicate any strategies with the Union from the onset of the declaration.**

**The Employer recognizes and respects an employee's right to refuse unsafe work during a Heightened Health Concern, and should an employee refuse, 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.**

**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.**

**In all the above circumstances, the Employer agrees to consult and adhere to all recommendations put forth by the Union on behalf of its members.**

### **Leaves of Absence**

**Should an employee be required to isolate or quarantine in accordance with public health requirements or be unable to work due to Employer**

**policies, the employee shall not lose any wages, premiums, benefits, or seniority.**

**Should an employee be required to isolate or quarantine because of a work-related contact or positive test, the Employer will immediately complete an employer's report for the Workers Compensation Board and provide any required information immediately. The employee's seniority shall not be affected.**

**The Employer shall grant any leave of absence to an employee if they feel it is unsafe to continue to work, or if they request time off due to their own personal health or to care for another. Such leave shall not impact the employee's seniority.**

**The Employer agrees to compensate an 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.**

**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.**

### **Benefits**

**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.**

**If the employee is required to isolate or quarantine while working as a temporary foreign worker, the Employer shall arrange and provide for appropriate accommodations for the employee, and cover all costs associated with the additional accommodation.**

## **Severance**

**If the Employer is no longer able to operate during a Heightened Health Concern and will permanently close the business, they shall 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.**

**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.**

**The employer agrees to pay for three (3) months of additional benefit premiums for all employees.**

**The employer agrees to negotiate all other severance entitlements with the union withing fourteen (14) days of the notice of closure.**

## **Layoffs/Recall**

**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 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.**

**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.**

**Employees with seniority who are laid off shall be recalled in reverse order to that in which they were laid off.**

**The length of a layoff is not to exceed one and a half (1 1/2) years.**

**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.**

## **Vacation**

**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.**

**An employee may also choose to cancel any vacation they may have scheduled and reschedule for a later date.**

**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.**

**The employee may also choose to convert any unused vacation time to sick time.**

## **Grievance and Discipline**

**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.**

**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.**

**The Employer agrees to waive all time limits relating to the filing or advancing of grievances during a pandemic.**

**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.**

**The parties agree that any matter advanced to arbitration shall be heard by one of the following agreed to arbitrators:**

- 1. To be discussed**

2. To be discussed
3. To be discussed

### **Revised Work Schedule**

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.

### **Vaccinations**

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.

## **UP68 – New Proposal**

Add new the following language to the Collective Agreement:

### **Freedom of expression and the right to strike**

**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 when on strike or locked out and further recognizes their right to do so at both primary and secondary locations.**