

UNION PROPOSALS BETWEEN

**SOBEYS CAPITAL INC.
(EDMONTON WAREHOUSE)**

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 4 – Union Security

Amend the current language in Article 4.1, 4.2, 4.3, 4.4, 4.5, 4.6 and 4.7 to read as follows:

- 4.1 The Company agrees to retain in its employ within the bargaining unit as outlined in Articles 2 and 3 of this Agreement, only members of the Union in good standing. The Company shall be free to hire new employees who are not members of the Union, provided said non-members shall be eligible for membership in the Union and shall make application within **seven (7)** ~~ten (10)~~ days after employment. ~~and become members within thirty (30) days.~~ Employees shall pay Union dues as set forth from time to time by the Union upon written authorization by the Union.
- 4.2 The Company agrees to provide each new employee at the time of employment with a form letter outlining to the employee his/her responsibility in regard to Union membership and outlining the provisions of Article 4.1 of this Agreement and to provide the Union, in writing, with the name and address of each employee to whom the form letter has been presented, along with the employee's date of hire. The form letter shall be forwarded to the Union not later than ten (10) working days after the employee's date of hire. The Union shall bear the expense of printing the letter, the contents of the letter to be such that it is acceptable to the Company.
- ~~The Company will continue to provide the Union with a monthly report of new hires and terminations.~~
- 4.3 The Company agrees to deduct from the regular pay cheque of each employee, upon proper authorization from the employees affected, initiation fees, Union dues, and assessment as authorized by the Union. Moneys deducted during any month shall be forwarded by the Company to the ~~President~~ of the Union not later than the fifteenth (15th) day of the following month, and accompanied by written statement of the names of the employees for whom the deductions were made and the amount of each deduction.

The Company further agrees, automatically, to deduct Union dues from the wages of all new employees. The employee shall, within **seven (7)** ~~thirty (30)~~ days after commencement of employment, provide the Company with a signed authorization for such deductions. The Company agrees to have the membership application forms, dues, and initiation fee deduction forms signed by the employee at the time of hiring.

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.

4.4 In the event the Company engages the services of a temporary employment agency to perform bargaining unit work, the Company will pay the Union an amount equivalent to the weekly Union dues that would have been paid by bargaining unit members.

4.5 Upon mutual agreement, the Company may submit the dues electronically in a manner acceptable to both parties.

4.6 **The Employer agrees to list Union dues deductions of the employees on the T-4 Income Tax form for all employees in the Bargaining Unit.**

4.7 **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:**

- i. Full Name;**
- ii. Employee number;**
- iii. Status (Full-Time, Part-Time, Active, Inactive);**

- iv. Classification;**
- v. Store Number;**
- vi. Social Insurance Number;**
- vii. Date of Birth; viii. Date of Hire;**
- ix. Union Seniority Date;**
- x. Vacation Date;**
- xi. Termination Date and reason for termination;**
- xii. Home Address;**
- xiii. Phone Number(s);**
- ~~**xiv. Gender;**~~
- xv. Current Rate of Pay;**
- xvi. Hours worked in the period;**
- xvii. Career hours in current classification;**
- xviii. Balance of Accumulated Sick Leave Credits;**
- xix. Union Dues Deducted for the Period;**
- xx. Initiation Fees Deducted for the Period; and**
- xxi. Education and Training Fund Hours.**

Memorandum Note: the membership will vote to Join the NDF as part of the ratification process.

UP2 – Article 5 – Basic Work Week

The union wishes to discuss the distribution of overtime.

UP3 – Article 5 – Basic Work Week

Part time usage language:

Add new the following language to the Collective Agreement:

Part time employees shall not be employed or scheduled to the extent that their work results in a displacement of or prevents the hiring or recall of fulltime employees.

UP4 – Article 5 – Basic Work Week

The Union wishes to discuss a sign-up sheet for Overtime and Article 2.04 in Appendix A for drivers.

- 5.5 When there is overtime to be worked, it will be offered in order of seniority to the employees currently working within the department provided they are capable of performing the required work. If there are insufficient volunteers, the overtime will next be offered in order of seniority to the employees currently working in the other departments, excluding transportation, provided they are capable of performing the required work. If there are still insufficient volunteers, employees within the department will be called in early for their shift by seniority, provided they are capable of performing the required work. After this, employees in other departments will be called in early for their shift, provided they are capable of performing the required work. Finally, if there is still a need for overtime, employees will be called in by seniority on their day off. The Company will advise employees required to work overtime by mid-shift of the same day. Employees will be excused from the requirement to work overtime for bona fide reasons such as pre-arranged appointments and pre-arranged personal commitments, provided they advise of the restriction at the start of the shift. The Company will not act unreasonably in excusing employees from overtime for bona fide reasons, and employees will limit their requests to be excused to the greatest extent possible. Employees who are students will not be required to work overtime while attending school.

UP5 – Article 5 – Basic Work Week

Article 5.14

The union wishes to discuss the ratio of part-time to full-time and part-time employees being offered full-time jobs.

UP6 – Article 6 – Wage Scale and Classification

The union proposes substantial wage increase.

UP7 – Article 6 – Wage Scale and Classification

The union proposes the introduction of Cost of Living Allowance (COLA).

Add new the following language to the Collective Agreement:

In the event that the cost of living exceeds the pay increases outlined in the collective bargaining agreement, the company and the union agree to meet to negotiate new rates of pay to reflect the increase to the cost of living.

UP8 – Article 8 – Annual Vacations

Name change

Article 8 – Annual Vacations

The Union proposes a substantial increase to Vacation entitlement and pay.

The Union wishes to discuss the elimination of the prime-time provisions.

UP9 – Article 10 – Paid Holidays

Add new the following language to the Collective Agreement:

The Company recognize the National Day for Truth and Reconciliation-September 30 the day to honours the lost children and Survivors of residential schools, their families, and communities as a paid holiday.

The Union wishes to discuss a sign-up sheet for people willing to work on a Paid Holiday.

The Union wishes to discuss the Article 2.01 in Appendix A.

UP10 – Article 11 – Shift and Freezer Premium

Substantial increase to all shift premiums

The Union wishes to discuss the Article 2.01 in Appendix A.

Amend the current language to read as follows:

11.1 A shift premium as of March 22nd, 2011, shall be eighty (\$0.80) cents per hour paid to afternoon ~~and night shift~~ employees. An afternoon shift shall be any shift that commences between the hours of 12:00 p.m. and 10:00 p.m. ~~A night shift shall be any shift that starts between the hours of 10:00 p.m. and 4:00 a.m.~~

Add new the following language to the Collective Agreement:

11.3 A shift premium as of XXX XX, 20XX, shall be one dollar and fifty cents (\$1.50) per hour paid to night shift employees. A night shift shall be any shift that starts between the hours of 10:00 p.m. and 4:00 a.m.

Add new the following language to the Collective Agreement:

11.4 A premium of one dollar and fifty cents (\$1.50) per hour shall be paid in addition to the employee's regular hourly rate for all hours worked on Saturday or Sunday.

UP11 – Article 11 – Shift and Freezer Premium

The union wishes to discuss a doorstep deliver premium.

UP12 – Article 19 – Health and Safety

The union wishes to discuss health and safety, vehicle maintenance and equipment maintenance, trailer maintenance, and supply of proper equipment issues.

UP13 – Article 19 – Health and Safety

The union wishes to discuss driver safety meetings.

UP14 – Article 19 – Health and Safety

The union wishes to discuss drivers unloading and being provided with the proper equipment at the drop off locations.

UP15 – Article 19 – Health and Safety

Article(s) 19.4 and 19.5

The Union wishes to discuss the application of the clothing allowance and proposes an increase to the clothing allowance.

UP16 – Article 19 – Health and Safety

Add new the following language to the Collective Agreement:

Article 19.9

The Company will not ask or require any maintenance personnel to do any work they are not certified to do.

UP17 – Article 20 – Health and Welfare

The Union proposes a substantial increase to the pension contributions.

UP18 – Article 20 – Health and Welfare

Amend the current language to reflect a substantial increase in all benefits.

UP19 – Article 20 – Health and Welfare

Amend the current language to read as follows:

20.5 Bereavement Leave

In the event of a death in the immediate family, an employee shall, upon request, be granted paid leave of absence for the purposes of ~~attending a funeral or for~~ bereavement.

The length of such absence with pay shall be at the discretion of the Company for scheduled days of work missed by an employee.

For the purposes of this article, immediate family includes a spouse, parent/**step parent**, child, brother, sister, step-child, step-parent, brother-in-law, sister-in-law, grandparents, legal dependent, or spouse's parents.

Notwithstanding the foregoing, if the death is a ~~an~~ case of a current spouse, parent, or child, the employee shall be entitled to, up to one (1) week's leave of absence with pay at the time of bereavement. ~~leave shall be a minimum of three (3) days.~~ Consideration shall be given to more time in special circumstances.

Common law, adult interdependent partner, and same sex spouses are to be recognized by the Employer for the provisions of this article.

An employee's day off will not be used to circumvent funeral/bereavement leave. In addition to the foregoing, an employee shall be entitled to any unpaid leave they are eligible for under Employment Standards legislation including bereavement leave for a person the employee is not related to but considers to be like a close relative.

UP20 – Article 20 – Health and Welfare

Add new the following language to the Collective Agreement:

20.11 Domestic Violence Leave

- (1) 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 acts or omissions listed in sub article (2) 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 (1) 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**
 - (e) resides with the employee and has care and custody over the employee pursuant to an order of a court.**
- (2) 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.
- (3) An employee who is a victim of domestic violence is entitled to unpaid domestic violence leave of up to ten (10) days in a calendar year.
- (4) An employee may take domestic violence leave for one (1) 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 regulations to the relevant legislation.**
- (5) Before taking a leave under this article, the employee must give the Employer as much notice as is reasonable and practicable in the circumstances.**

UP21 – Letters of Understanding 1

Renew LOU 1

UP22 – Letters of Understanding 2

LOU 2 – Move to Article 20.3 renumber

Amend the current language to read as follows:

2. **Sick Leave Credits**

Full-time employees shall accumulate sick leave credit at the rate of ~~four (4)~~ **eight (8)** hours for each full month of employment up to a maximum of twelve (12) days. Credit shall accumulate only on full-time employment following the completion of a three (3) month, full-time employment eligibility period.

The Company shall apply any accumulated sick leave for the first three (3) days of absence due to illness and may supplement Short Term Disability benefits (or similar benefits) with unused sick leave credits in an amount equal to but not to exceed the employee's normal earnings.

Employees found abusing the privilege shall be disciplined by the Company.

The union wishes to discuss Record sick time recorded on pay stubs

UP23 – Article 20 – Health and Welfare

Article 20.3

Union wishes to discuss - 10 personal days

UP24 – Letters of Understanding 3

Renew LOU 3 and Move to Article 4.6

3. **Bargaining Unit Work**

The Company shall not assign work normally performed by members of the UFCW bargaining unit to Sobeys Edmonton RSC employees who are outside the bargaining unit (i.e. Management or Edmonton RSC employees represented by another trade union).

UP25 – Letters of Understanding 4

Renew LOU 4 and Move to Article 19.9

4. ELS Committee

The Company and the Union agree to restructure the ELS Committee in the following way:

Composition

The ELS Committee will be composed of two (2) members of Management appointed by the Company and six (6) bargaining unit employees appointed by the Union, two (2) from each of ***Inbound/Outbound*** on the afternoon shift and one (1) from each of ***Inbound/Outbound*** on the day shift. The Sobeys Industrial Engineer with primary responsibility for the Edmonton RSC will be assigned as a resource to the committee.

Training

The Company will ensure that new members of the ELS Committee receive an up-to-date overview of the ELS system by a member of the Sobeys Industrial Engineering team.

Mandate

The mandate of the committee will include the following roles and responsibilities:

- develop a process to receive and review any changes made to the ELS system
- develop a process to ensure employees are trained in preferred methods
- review individual situations where employees appear unable to meet the production standards
- investigate and respond to any questions or concerns that are raised about ELS

- review accident reports, lost time incidents, WCB claims referred to it by the Occupational Health and Safety Committee as appearing to be ELS-related
- recommend ergonomic review of work practices as necessary
- develop a process for submitting delay requests

Meetings

The committee will hold regular quarterly meetings and can also schedule additional meetings with the Sobeys Industrial Engineers when they are on site.

The committee will keep minutes of every meeting and post them for review by all employees.

General

Time spent by the employee members of the ELS Committee at committee meetings and on committee-related work that has prior Management approval will be considered time worked.

The employee members of the ELS Committee will not be required to testify in arbitrations involving ELS related discipline of other bargaining unit employees. However, minutes of ELS Committee meetings and any reports or other documents prepared by or for the ELS Committee are not subject to this protection.

UP26 – Letters of Understanding 5

Renew LOU 5 and Move to Article 8.5

5. Employees with Midweek Days Off

When employees whose shift schedules provide for midweek day off (for example, Thursday to Monday shifts) book vacations where five (5) consecutive vacation days straddle two (2) work weeks, the week in which three (3) or more of the vacation days (for example, Thursday, Friday, and Saturday) occur will be treated as blocked, but the week in which fewer than three (3) vacation days (for example, Sunday and Monday) occur will not. Instead, those fewer than three (3) vacation days will be treated as single days; and they can be booked in the first or second round of picking rather than having to wait until the third round. However, even though the week will not be treated as blocked, the Company may exercise its right to limit the number of employees off on vacation on any particular day.

UP27 – Letters of Understanding 6

Renew LOU 6 and Move to Article13.5

6. Security Cameras

The Company confirms that it does not use security cameras for the purpose of general monitoring of employee's work performance. However, the Company reserves its rights to use security cameras in the course of investigating disciplinary offences and in connections with any arbitration or other proceedings.

UP28 – Letters of Understanding 7

Renew LOU 7 Move to Article 19.3 (b) first paragraph (A)

7. 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.

UP29 – Letters of Understanding 8

Renew LOU 8 Drivers schedule

8. Drivers Schedules

Should the Company be interested in implementing an alternative schedule for truck drivers (i.e.: four (4) days on, four (4) days off), the Company and the Union shall agree to meet to discuss the matter.

Should the parties be unable to reach an agreement, the matter shall be referred to final offer selection process in accordance with Article 18 of the Collective Agreement.

UP30 – Letters of Understanding 9

Renew LOU 9 move to Article 14.6

9. Union Representation

The parties agree to the following items with respect to Union representation for meetings with employees who have been suspended pending further investigations:

- (a) Should an employee be suspended from the workplace and called back for an interview, the Union will be notified with reasonable notice of the time and date of the interview.***
- (b) If a Representative of the Union is not able to attend, a Union Steward of the employee's choice that is at work at the time shall be present for the interview.***
- (c) It is understood that if a suspended pending employee is called back for a meeting in which he/she will not be interviewed further and only issued a discipline/termination notice, Article 13.1 will apply. The Company will attempt to advise the Union Representative of the decision in advance of the meeting.***

UP31 – Appendix “A” – Transportation

The union proposes a substantial increase to Appendix A. The union Proposes to review and include Over-the-Road in all monetary aspects.

UP32 – Appendix “A” – Transportation

Article 1.06

The union wishes to discuss 2 consecutive days off.

The Union wishes to discuss:

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”.

UP33 – Article 6 – Wage Scale and Classification

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

UP34 – Article 6 – 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.

UP35 – Article 22 – Duration, Termination, and Amendments

The term of this Collective Agreement to be negotiated.

UP36 – Letters of Understanding

Discuss and resolve all issues pertaining to Letters of Understanding.

UP37 – New Proposal

Add new Article to establish job descriptions within each classification.

UP38 – New Proposal

Add new Article to establish an Employee Rights clause as follows:

Article x – Employee Rights

X.X The Employer recognizes the vital role that employees play in the success of the business. Without restricting the generality of the foregoing, the Employer agrees that all employees shall have the following rights:

- **The right to a healthy and safe work environment;**
- **The right to be free from discrimination, intimidation, and harassment;**
- **The right to be informed of all workplace rights, obligations, policies, and rules;**
- **The right to all statutory benefits, rights, and privileges;**
- **The right to be treated with dignity and respect in all circumstances.**

UP39 – New Proposal

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

UP40 – New Proposal

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

UP41 – New Proposal

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

UP42 – New Proposal

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

UP43 – New Proposal

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

UP44 – New Proposal Education and Training

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.

UP45 – 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.

UP46 – 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.

UP47 – 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.