

## Trophy Foods Company Proposal - June 1, 2023

Proposal #	Article #	Clause #	Current Language	New Language
CP1	1 – Nature of the Bargaining Unit	1.03	1.03 A temporary seasonal employee is a person who is hired, for a term not to exceed nine (9) consecutive months, specifically to enable the Company to meet increases in business due to seasonality. Except where otherwise stated, the following articles do not apply to temporary seasonal employees: Article 13 –Temporary and Backup Assignments, Article 14 – Vacations, Article 19 – Leaves of Absence, Article 20.06 - Health and Safety (Footwear), Article 27.05 – Uniforms and Tools (tool allowance), Appendix “A” – Benefits, Appendix “B” – Plan Text/Health and Welfare Benefits. In addition, seniority and seniority rights apply to temporary seasonal employees only in respect to job postings. Specifically, seniority rights under Articles 6.02 and 6.05 do not apply to temporary seasonal employees	1.03 A temporary seasonal employee is a person who is hired, for a term not to exceed nine (9) consecutive months, specifically to enable the Company to meet increases in business due to seasonality. Except where otherwise stated, the following articles do not apply to temporary seasonal employees: <b>Article 5.03</b> ; Article 13 –Temporary and Backup Assignments, Article 14 – Vacations, Article 19 – Leaves of Absence, Article 20.06 - Health and Safety (Footwear), Article 27.05 – Uniforms and Tools (tool allowance), Appendix “A” – Benefits, Appendix “B” – Plan Text/Health and Welfare Benefits. In addition, seniority and seniority rights apply to temporary seasonal employees only in respect to job postings. Specifically, seniority rights under Articles 6.02 and 6.05 do not apply to temporary seasonal employees
	2 – Management Rights	All	No changes	
	3 – Union Shop	All	No changes	
CP2	4 – Deduction of Union Dues	4.01	4.01 The Company agrees to deduct from the wages of each employee, such Union dues and initiation fees as are authorized by the Union. The Company further agrees to deduct the Union dues automatically from the wages of each new or rehired employee’s first pay period.	4.01 The Company agrees to deduct from the wages of each employee, such Union dues and initiation fees as are authorized by the Union <b>and employees, consistent with the requirements of the Labour Relations Code</b> . The Company further agrees to deduct the <b>authorized</b> Union dues automatically from the wages of each new or rehired employee’s first pay period.
CP3	5 – Probationary Period	5.01	5.01 Any employee who is hired by the Company will be on probation for three (3) months from date of hire.	5.01 Any employee who is hired by the Company will be on probation for <b>ninety (90) days</b> from date of hire.
CP4		5.03	5.03 Any probationary employee whose service with the Company is interrupted by a termination of employment, but who is rehired by the Company within six (6) months, will receive full credit for all past service with the Company	5.03 Any probationary employee whose service with the Company is interrupted by a termination of employment, but who is rehired by the Company within <b>three (3) months</b> , will receive full credit for all past service with the Company
CP5		6.02	A layoff is a shortage of work expected to last more than one (1) week. In the event of a layoff, employees will be laid off in reverse order of seniority, subject to senior	A layoff is a shortage of work expected to last more than one (1) week. In the event of a layoff, employees will be laid off in reverse order of seniority, subject to senior employees

	6 – Seniority		employees being adequately trained previously in the remaining work required and have the skill and ability to perform that work. Employees will be recalled to work in order of seniority, subject to the senior employees having been adequately trained previously in the remaining work required and having the skill and ability to immediately perform that work. No new employees will be hired by the Company as long as there are non-probationary employees who are on layoff status, who are willing to perform the work required and who have the skill and ability to immediately perform that work.	<b>having completed training previously</b> in the remaining work required and <b>having</b> the skill and ability to perform that work. Employees will be recalled to work in order of seniority, subject to the senior employees having <b>completed training</b> previously in the remaining work required and having the skill and ability to immediately perform that work. No new employees will be hired by the Company as long as there are non-probationary employees who are on layoff status, who are willing to perform the work required and who have the skill and ability to immediately perform that work.
CP6		6.03 (c)	The employee has been laid off continuously for a period of six (6) months.	The employee has been laid off continuously for a period of <b>four (4)</b> months.
CP7		6.04	Skill and ability (including, but not limited to, strength and other physical ability) will be the governing factors in all matters of job posting and promotions; however, it is understood that where these factors are relatively equal amongst the applications, seniority will govern.	Skill, <b>training</b> , and ability (including, but not limited to, strength and other physical ability) will be the governing factors in all matters of job posting and promotions; however, it is understood that where these factors are relatively equal amongst the applications, seniority will govern.
CP8		6.07	An employee leaving the bargaining unit for the purpose of advancement within the Company and returning prior to the expiration of ninety (90) days will suffer no loss of seniority nor change in job classification or location, where reasonably possible.	An employee leaving the bargaining unit for the purpose of advancement within the Company and returning prior to the expiration of ninety (90) days will suffer no loss of seniority nor change in job classification or location, where reasonably possible.  <b>Based on the requirements of the position being filled, the ninety (90) days to return to the bargaining unit may be extended at the Company's discretion.</b>
CP9	7 – Hours of Work	7.04	The Company agrees that when there is a need to make a shift change, the Company will give the affected employees at least forty-eight (48) hours' notice unless the employee agrees otherwise.	The Company agrees that when there is a need to make a shift change, the Company will give the affected employees at least forty-eight (48) hours' notice unless the employee agrees otherwise.  <b>Such notice is not required when the need for the change is caused by circumstances beyond the Company's control. Such circumstances include but are not limited</b>

				<b>to fire, flood, mechanical breakdown, weather conditions, or conditions of force majeure.</b>
	8 – Meal and Rest Periods	All	No changes	No changes
	9 – Overtime	All	No changes	No changes
CP10	10 – General Holidays	10.01	The following General Holidays will be recognized:  [List of holidays]  plus any other General Holiday proclaimed by Provincial and/or Federal legislation.	The following General Holidays will be recognized:  [List of holidays]  plus any other General Holiday proclaimed by Provincial and/or Federal legislation <b>that applies to the Company.</b>
CP11		10.02	To qualify for holiday pay, an employee must satisfy the following requirements:  (a) For eligible employees, General Holiday pay will be calculated as five (5%) percent of wages earned in the four (4) weeks immediately preceding the General Holiday.  (b) The employee must not be absent without the consent of the Company on the employee's last regular workday preceding or the employee's first regular workday following the General Holiday.	Add (c):  <b>(c): The employee must work on the General Holiday when scheduled or required to do so.</b>
	11 – Minimum Call-in	All	No changes	No changes
CP12	12 – Job Posting	12.02	Applications for a posted job will be considered with respect to skill and ability (including, but not limited to, strength and other physical ability) to do the job in a competent manner. Where the factors are relatively equal amongst the applicants, then seniority will govern.	Applications for a posted <b>permanent</b> job will be considered with respect to skill, <b>previous training</b> , and ability (including, but not limited to, strength and other physical ability) to do the job in a competent manner. Where the factors are relatively equal amongst the applicants, then seniority will govern.
CP13		12.03	Employees filling a posted position will be allowed a trial period of two (2) weeks. Before the end of the trial period, the employee may choose to return to his/ her previous position, in which case the employee must allow sufficient time for the Company to find a suitable replacement for the position he/ she is leaving.	Employees filling a posted <b>permanent</b> position will be allowed a trial period of two (2) weeks. Before the end of the trial period, the employee may choose to return to his/ her previous position, in which case the employee must allow sufficient time for the Company to find a suitable replacement for the position he/ she is leaving.

CP14		12.04	Up to two (2) weeks after an employee moves into a posted position for which he/she has successfully bid (other than a temporary assignment), the Company may return the employee to his/her previous position if the employee is not performing the new job satisfactorily.	Up to two (2) weeks after an employee moves into a posted <b>permanent</b> position for which he/she has successfully bid (other than a temporary assignment), the Company may return the employee to his/her previous position if the employee is not performing the new job satisfactorily.  <b>For Machine Operator, Roaster/ Candy Kitchen/ Mixer, and Material Handler positions, this return time will be up to six (6) weeks.</b>
	13 – Temporary and Backup Assignments	All	No changes	No changes
CP15	14 – Vacations	14.08	Employees with three (3) or more weeks of vacation may use one (1) of their weeks of vacation as single days off during the year, providing at least two (2) weeks' notice is given to the Company, and the Company approves the requested vacation day or days, in its reasonable discretion and subject to operational needs. In order to take one (1) week of vacation as single days, employees must leave one (1) week of their vacation entitlement unscheduled under Article 14.04.	Employees with three (3) or more weeks of vacation may use one (1) of their weeks of vacation as single days off during the year, providing at least two (2) <b>weeks'</b> notice is given to the Company <b>in writing</b> , and the Company approves the requested vacation day or days, in its reasonable discretion and subject to operational needs. In order to take one (1) week of vacation as single days, employees must leave one (1) week of their vacation entitlement unscheduled under Article 14.04.
	15 – Notice of Layoff	All	No changes	No changes
	16 – Strikes and Lockouts	All	No changes	No changes
	17 – Union Access	All	No changes	No changes
	18 – Shop Stewards	All	No changes	No changes
CP16	19 – Leaves of Absence	19.07	... An employee who wishes to resume employment upon the expiration of parental leave must give the Company at least three (3) weeks' notice in writing of the day on which the employee intends to resume employment. ...	... An employee who wishes to resume employment upon the expiration of parental leave must give the Company at least <b>four (4)</b> weeks' notice in writing of the day on which the employee intends to resume employment. ...
	20 – Health & Safety	All	No changes	No changes
	21 – Severability	All	No changes	No changes

CP17	22 – Discipline/ Discharge	22.04	The Company will arrange for Union representation by a Shop Steward or another Union Representative when meeting with employees that is part of an investigation that could reasonably lead to discipline or the issuing of any discipline; however, employees have the right to refuse Union representation.	Change Language to Suit Common Practice - The Company will arrange for Union representation by a Shop Steward or another Union Representative when meeting with employees that is part of an investigation that could reasonably lead to discipline or <b>when</b> issuing <del>of</del> any discipline; however, employees have the right to refuse Union representation. <b>The Steward will be used as a witness for discipline unless the employee being disciplined decides otherwise.</b>  <b>The Employer may discipline an employee without the presence of a Steward if there is no Steward available. If no Steward is available, the employee may request another member of the bargaining unit, selected by the employee, to be present.</b>  <b>An employee has no entitlement to Union representation when receiving verbal coaching.</b>
CP18		22.05	The file will be reviewed in the presence of Management and the employee cannot remove parts or documents from the file without permission from the Company.	The file will be reviewed in the presence of Management and the employee cannot remove <b>or copy</b> parts or documents from the file without permission from the Company.
CP19	23 – Grievance Procedure and Arbitration	23.06	No matter may be submitted to arbitration which has not been properly carried through the required steps of the grievance procedure.	No matter may be submitted to arbitration which has not been properly carried through the required steps of the grievance procedure <b>or which has not been submitted to arbitration within 60 (sixty) days of the end of Step 2.</b>
	24 – Bulletin Boards	All	No changes	No Changes
CP20	25 – Workplace Injury or Illness		No current language	<b>25.05 (new) An injured employee will be provided modified work where it is available, practical, meaningful to the Company, and within the employee's abilities. The Company and employee will also follow physician recommendations regarding limitations and restrictions and any agreements with WCB regarding modified work. An injured employee will cooperate in the return to work process and accept modified work when the above conditions are satisfied.</b>

	26 – Discrimination	All	No changes	No changes
	27 – Uniforms and Tools	All	No changes	No changes
CP21	28 – Wages	All		To be addressed in monetary proposals.
CP22	29 – Expiration and Renewal	All		Subject to monetary proposals.
	Appendix B	All	No changes	No changes
	Sick/ Wellness Days	All	No changes	No changes

These proposals represent the issues the Company seeks to amend with UFCW Local 401 in regards to the 2023 Collective Agreement renewal negotiations between the parties. These proposals are confidential and are presented on a Without Prejudice basis. The proposals are presented as a package and are conditional on the successful negotiation of all outstanding matters. Where the package is not accepted as a whole and/or the remaining outstanding matters are not resolved through negotiations, none of the specific provisions of this package are to be considered agreed, unless and until specifically stated otherwise. The Company reserves the right to introduce new proposals in response to any proposal submitted by the Union and to add, delete, amend, or correct any errors or omissions that may be contained within this proposal.

The Company's wage proposal will be provided later.