

# UNION PROPOSALS BETWEEN

# TROPHY FOODS INC.

AND



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



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

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*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 proposals contained below. Any agreement on one item is subject to an agreement on an overall package.*

**Legend**

**Bold text**

New language to be added.

~~Struck through~~—

Current language to be deleted.

## UP1 – Article 1 – Nature of the Bargaining Unit

Amend the current language to read as follows:

1.02 ~~The Company will provide the Union with a list containing the current names, addresses, and telephone numbers of all bargaining unit employees monthly. All employees will notify the Company in writing of any change in name, address, or telephone number, either temporary or permanent.~~

**The Employer will supply a report to the Union monthly containing the following information on a mutually agreed data processing medium:**

- (i) Full Name;**
- (ii) Employee number;**
- (iii) Status (Full-Time, Part-Time, Active, Inactive);**
- (iv) Classification;**
- (v) Social Insurance Number;**
- (vi) Date of Birth;**
- (vii) Date of Hire;**
- (viii) Union Seniority Date;**
- (ix) Vacation Date;**
- (x) Termination Date and reason for termination;**
- (xi) Home Address (including City and Postal Code);**
- (xii) Phone Number;**
- (xiii) Current Rate of Pay.**

## **UP2 – Article 1 – Nature of the Bargaining Unit**

Amend the current language to read as follows:

### **1.03 Explore opportunities to resolve issues with this clause. Further language may follow.**

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.

### UP3 – Article 3 – Union Shop

Amend the current language to read as follows:

- 3.01 The Company agrees to retain in its employ within the bargaining unit as outlined in Article 1 of this Agreement, only members of the Union in good standing. The Company will be free to hire or rehire employees who are not members of the Union, provided said non-members will make application on the official membership application form within **five (5)** ~~fourteen (14)~~ calendar days from the date of hire or rehire ~~and become members within thirty (30) calendar days.~~ The term “hired or rehired” will not apply to employees who are on layoff.

## UP4 – Article 3 – Union Shop

Amend the current language to read as follows:

- 3.02        The Company agrees to forward the form as stated in Article 3.02 above, duly completed to the Union **within one (1) week of the start of employment.** ~~with the monthly remittance of dues as per Article 4.~~



## **UP5 – Article 3 – Union Shop**

Add new the following language to the Collective Agreement:

### **3.08 NEW – Union Orientation**

**At the end of a new employee orientation session the Shop Steward or Union Representative will be allowed thirty (30) minutes of paid time to address new employees.**

## **UP6 – Article 3 – Union Shop**

Add new the following language to the Collective Agreement:

### **3.09 NEW – 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 is 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.**

## **UP7 – Article 3 – Union Shop**

Add new the following language to the Collective Agreement:

### **3.10 NEW – Union Governance**

**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.**

## **UP8 – Article 3 – Union Shop**

Add new the following language to the Collective Agreement:

### **3.11 NEW – 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 while on strike or being locked out and further recognizes their right to do so at both primary and secondary locations.**

## **UP9 – Article 4 – Deduction of Union Dues**

Amend the current language to read as follows:

- 4.01 The Company agrees to deduct from the wages of each employee, such Union dues, ~~and~~ initiation fees, **and assessments** 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.

## **UP10 – Article 4 – Deduction of Union Dues**

Amend the current language to read as follows:

4.02 Monies deducted during any month will be forwarded by the Company to the Secretary-Treasurer of the Union before the fifteenth (15<sup>th</sup>) of the following month, accompanied by a written statement of the names and social insurance numbers of the employees for whom deductions were made and the amount of each deduction, **broken down into regular dues, initiation fees and assessments, and the total regular hours worked.** The Company will also provide the Union, when remitting the monthly cheque, with any name change of employees and names and termination dates of employees who have terminated their employment in that accounting period.

**The above dues, initiation fees and assessments shall be submitted electronically in a manner acceptable to both parties.**

**The parties agree that should the Union require a dues structure that creates a new administrative process for the Employer, the parties will meet to discuss and explore opportunities for a resolve.**

## UP11 – Article 5 – Probationary Period

Amend the current language to read as follows:

- 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 **twelve (12)** ~~six (6)~~ months, will receive full credit for all past service with the Company.

## UP12 – Article 6 – Seniority

Amend the current language to read as follows:

6.03 An employee's seniority and any rights under this Agreement will be lost and the employee will be deemed terminated for any of the following reasons:

- (a) The employee voluntarily quits or resigns;
- (b) The employee is discharged and is not reinstated through the grievance or arbitration procedure contained in the Agreement;
- (c) The employee has been laid off continuously for a period of **twelve (12)** ~~six (6)~~ months;
- (d) The employee has been laid off and fails to return to work when recalled in accordance with the following procedure:
  - (i) If the employee is not working elsewhere and is contacted personally (by phone conversation or in person), he/she must return to work within three (3) working days, unless a reason satisfactory to the Company is given by the employee;
  - (ii) If the employee is not working elsewhere and cannot be contacted personally, he/she must return to work within three (3) working days of receipt of a registered or similar couriered notice to return, unless a reason satisfactory to the Company is given by the employee;
  - (iii) If the employee is working elsewhere and is contacted either personally or via registered mail, he/she must give the Company notice to return to work within two (2) working days of being contacted. The employee is expected to be back within one (1) week unless a reason satisfactory to the Company is given.



- (e) The employee overstays a leave of absence granted by the Company without securing an extension of such leave and who does not present satisfactory reason and evidence to the Company showing he/she was unable to report for work;
- (f) The employee is absent from work without an approved leave of absence for more than two (2) consecutive working days and who does not as soon as possible present reason and evidence satisfactory to the Company showing he/she was unable to report for work;
- ~~(g) The employee utilizes a leave of absence for a purpose other than for which it was granted.~~

## **UP13 – Article 6 – Seniority**

Amend the current language to read as follows:

- 6.04        **Seniority, skill and ability** (including, but not limited to, strength and other physical ability) will be the governing factors in all matters of job postings and promotions; ~~however, it is understood that where these factors are relatively equal amongst the applicants, seniority will govern.~~

## **UP14 – Article 7 – Hours of Work**

Amend the current language to read as follows:

7.08 All employees will be paid for all time worked; ~~however, nothing in this Agreement constitutes a guarantee of hours.~~

## **UP15 – Article 7 – Hours of Work**

Amend the current language to read as follows:

7.09       **All employees will receive a weekly guarantee in the amount of forty (40) hours of work or pay equivalent at their regular hourly wage rate of pay each week of employment.**

- (a)       **The guarantee shall be reduced by time absent for any reason for eight (8) hours each full day in which the plant is unable to operate because of fire, explosion, power failure, storm, strike or boycott by a labour Union or other similar group. Holiday pay will be considered part of the forty (40) hours guaranteed pay,**

## **UP16 – Article 9 – Overtime**

### **9.01 Explore opportunities to resolve issues with this clause.**

#### **Language may follow.**

The Union and employees recognize that the nature of the business may require overtime to be performed and accordingly, employees may be required to work overtime when requested.

The Company will act reasonably in assigning overtime work and will take into consideration employees who have conflicting scheduled medical appointments, professional appointments, child care obligations, or other employment commitments.

Scheduled overtime is scheduled additional work that the Company has the ability to communicate to employees well in advance. Scheduled overtime will be offered to the most senior employees able to perform the required work in the department and classification where the work is required. If the most senior employee is unavailable to work the overtime, the next senior employee will be asked and so on, in decreasing order of seniority. Each employee will make an effort to work the required overtime. If no employee accepts the overtime, the Company will assign, by reverse seniority, employees who are capable of performing the work and these employees must work the overtime.

Unscheduled overtime is overtime that is unforeseen and required on the same day. Unscheduled overtime will be assigned based on seniority to employees working in the shift, department, classification, and machine where the overtime is immediately required.

## **UP17 – Article 10 – Employee Rights**

Amend the current language to read as follows:

10.01 The following General Holidays will be recognized:

New Year's Day	Labour Day
Alberta Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	
<b>National Truth and Reconciliation Day</b>	

plus any other General Holiday proclaimed by Provincial and/or Federal legislation.

## UP18 – Article 12 – Job Postings

Amend the current language to read as follows:

- 12.02 Applications for a posted job will be considered with respect to **seniority**, 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.~~

## UP19 – Article 13 – Temporary and Backup Assignments

Amend the current language to read as follows:

- 13.02 Adjustments in any employee's rate of pay only apply when a temporary assignment is of a duration of **two (2) hours** ~~one (1) day~~ or more.
- (a) Any employees who are temporarily assigned to work in a higher classification for **two (2) hours** ~~one (1) day~~ or more will receive the higher rate of pay for all time employed in the higher paying classification.
  - (b) Any employees who are temporarily assigned to work in a lower paying classification will continue to receive their normal rate of pay.



## **UP20 – Article 14 – Vacations**

Amend the current language to read as follows:

14.02 Employees in the active employ of the Company will be entitled to vacation on the following basis:

One (1) year or more service

- 2 weeks (4% of total earnings)

Four (4) years or more service

- 3 weeks (6% of total earnings)

Seven (7) years or more service

- 4 weeks (8% of total earnings)

**Twelve (12) years or more service**

- **5 weeks (10% of total earnings)**

## **UP21 – Article 14 – Vacations**

Amend the current language to read as follows:

### **14.09      Tied to 1.03**

Temporary seasonal employees will receive vacation pay of four (4%) percent of their gross earnings and will receive their vacation pay paid bi-weekly.

## **UP22 – Article 15 – Notice of Layoff**

Amend the current language to read as follows:

15.01 The Company will give as much notice as possible but at least ~~one (1) weeks~~ notice of layoff **according to the chart below** or pay in lieu of notice, except in the case of temporary layoff as a result of fire, mechanical breakdown, weather conditions, or force majeure.

### **Notice period**

**1 week**

**2 weeks**

**4 weeks**

**5 weeks**

**6 weeks**

**8 weeks**

### **Length of employment**

**More than 90 days but less than 2 years**

**2 years but less than 4 years**

**4 years but less than 6 years**

**6 years but less than 8 years**

**8 years but less than 10 years**

**10 years or more**

## **UP23 – Article 18 – Shop Stewards Union Business**

Amend the current language to read as follows:

- 18.02        The Company agrees to recognize ~~a maximum of four (4)~~ Union Shop Stewards for the purpose of representing the Union within the plant. The Union acknowledges that the Shop Stewards have their regular work to perform as employees of the Company and it is therefore agreed that they must not leave their work to investigate or process a grievance or undertake any other Union business on the Company's premises during working hours without prior Management consent.

## UP24 – Article 19 – Leaves of Absence

Amend the current language to read as follows:

### 19.04 Jury Duty/**Witness** Leave

Each employee who is summoned to and reports for jury duty **or as a subpoenaed witness**, will be paid by the Company the difference between the employee's basic hourly rate for the number of hours up to eight (8) hours that he/she otherwise would have been scheduled to work and the daily jury duty fee paid by the court.

The Company's obligation to pay an employee for jury duty under this section is limited to a maximum of five (5) days in any calendar year and in order to receive payment under this section an employee must meet all the following eligibility requirements:

- (a) The employee must give five (5) working days' notice to his/her supervisor that he/she has been summoned for jury duty **or subpoenaed as a witness**;
- (b) The employee may be required to give satisfactory evidence to the Company that he/she reported for and performed jury duty, on the days for which he/she claims payment;
- (c) The employee would otherwise have been scheduled to work for the Company on the day or days for which he/she claims payment;
- (d) The employee must produce to the Company a cheque or voucher from the court showing the amount paid and the dates in reference to which such payment is made, exclusive of meal and/or travel allowance.

## UP25 – Article 19 – Leaves of Absence

Amend the current language to read as follows:

### 19.05 Bereavement Leave

- (a) Employees will be allowed time off from work, with pay, up to a maximum of **five (5)** ~~four (4)~~ days to ~~arrange and/or attend the funeral service or~~ for the purposes of bereavement of an immediate family member. Immediate family means current spouse including common-law spouse or same sex spouse, son, **step-son**, daughter, **step-daughter**, mother, **step-mother**, father, **step-father**, sister, **step-sister**, ~~or~~ brother, **step-brother or ward**.
- (b) A maximum of three (3) days will be allowed under similar conditions in the event of the death of an employee's mother-in-law, father-in-law, grandparent, grandchild, sister-in-law, brother-in-law, son-in-law, and daughter-in-law.  
  
In the event of death of aunts, uncles, nieces, and nephews, employees will receive one (1) day off without pay.
- (c) An extended leave of absence beyond those mentioned in (a) and (b) will be unpaid and at the discretion of the Company.
- (d) The Company may ask for proof of death by way of obituary notice or death certificate.
- (e) An employee is not eligible for bereavement leave if they are on layoff, vacation, a leave of absence, or Workers' Compensation.

## **UP26 – Article 19 – Leaves of Absence**

Add new the following language and re-number:

### **19.11      Personal and Family Responsibility Leave**

**An Employee shall receive five (5) days of personal and family responsibility leave per calendar year: for:**

- (a)      The health of the employee or**
- (b)      The employee to meet their family responsibilities in relation to a family member**

**Such leave shall not be cumulative from year to year. Before taking a leave, the Employee must give the Company as much notice as is reasonable and practicable in the circumstances.**

## **UP27 – Article 19 – Leaves of Absence**

Add new the following language and renumber:

### **19.12      Critical Illness Leave**

**Employees will be entitled to take Critical Illness Leave. Notification, eligibility, definition of family member, and duration requirements shall be as per Alberta Employment Standards legislation.**



## **UP28 – Article 19 – Leaves of Absence**

Add new the following language and renumber:

### **19.13      Citizenship Ceremony Leave**

- (1)      An employee who has been employed for at least ninety (90) days is entitled to up to a half-day of unpaid leave to attend a citizenship ceremony to receive a certificate of citizenship, as provided for under the Citizenship Act (Canada) and regulations made under that Act.**
  
- (2)      Before taking a leave under this article, the employee must give the Employer as much notice as is reasonable and practicable in the circumstances.**

## **UP29 – Article 19 – Leaves of Absence**

Add new the following language and renumber:

### **19.14      Death or Disappearance of Child Leave**

**Employees will be entitled to take Death or Disappearance of a Child Leave. Notification, eligibility, definition of family member, and duration requirements shall be as per Alberta Employment Standards legislation.**

## **UP30 – Article 19 – Leaves of Absence**

Add new the following language and renumber:

### **19.15      Compassionate Care Leave**

**Employee(s) who have been employed for at least ninety (90) days will be allowed up to twenty-seven (27) weeks of compassionate care leave without pay for the purpose of providing care or support to a gravely ill family member. The employee must also provide a medical certificate stating that the eligible family member has a serious medical condition with a “significant risk of death within twenty-six (26) weeks”, and that the family member requires care or support from one (1) or more family members.**

**Notification, eligibility, definition of family member, and duration requirements shall be as per Alberta Employment Standards legislation.**

## **UP31 – Article 19 – Leaves of Absence**

Add new the following language and renumber:

### **19.16      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 subarticle (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.**

## **UP32 – Article 20 – Health and Safety**

Amend the current language to read as follows:

20.02 ~~The Company and the Union will maintain a joint Health and Safety Committee to ensure and promote health and safety in the workplace. The Health and Safety Committee will consist of an equal number of representatives from both Management and the employee group. Up to three (3) representatives may be appointed by the Union and up to three (3) representatives may be appointed by the Company ensuring where possible, representation by the a.m. and p.m. shifts. The Committee will meet monthly on average during working hours. No employee will be obligated to be on the Health and Safety Committee.~~

**A joint health and safety committee comprising of three (3) members appointed by the Union and three (3) by management, will meet monthly to review all matters pertaining to the Act and/or procedures and policies of the Company, and make recommendations to the Company.**

**The JHSC committee must have 2 co-chairs:**

- **worker co-chair is chosen by the Union**
- **Union co-chair is chosen by the Employer**

**These committees have many duties including the following:**

- **to consider and expeditiously address health and safety complaints;**
- **to participate in all of the inquiries, investigations, studies and inspections pertaining to employee health and safety including work refusals;**
- **to participate in the implementation and monitoring of a program for the provision of personal protective equipment, clothing, devices, or materials, and, if there is no policy committee, participate in the development of the program;**

- to participate in the implementation of changes that may affect occupational health and safety, including work processes and procedures, and, if there is no policy committee, participate in the planning of the implementation of those changes;
- to inspect all or part of the workplace each month, so that every part of the workplace is inspected at least once a year;
- to be involved in the creation/update/review of any hazard assessment;
- to be notified of and to participate when governmental or safety organizations (OH&S, AHS, etc.) are conducting a tour, inspection or are attending the plant;

**Employees sitting on the workplace health and safety committee must receive training and compensation for participating in meetings and carrying out their duties.**

**The Union Representative will be invited to attend all Joint Health and Safety Committee meetings.**

**The Union will be provided copies of all documents that are requested or ordered to provide by any governmental health or safety organization.**



## **UP33 – Article 20 – Health and Safety**

Amend the current language to read as follows:

20.06        **Increase boot allowance.**

**The Union will provide language in monetary.**

Following each year of employment, the Company will reimburse an employee up to one hundred (\$100.00) dollars towards the cost of CSA approved safety footwear provided they wear such approved footwear daily and provide an appropriate receipt for the purchase. If an employee does not seek compensation under this Article for one (1) year, the employee may carry over the one hundred (\$100.00) dollars into the next year only and be reimbursed up to two hundred (\$200.00) dollars towards the cost of CSA approved safety footwear provided they wear such approved footwear daily and provide an appropriate receipt for the purchase.

## **UP34 – Article 22 – Discipline/Discharge**

Add new the following language to the Collective Agreement:

**22.06 All discipline shall be removed from an employee's file after one (1) year.**

## **UP35 – Article 23 – Grievance Procedure and Arbitration**

Discuss and review.

## **UP36 – Article 23 – Grievance Procedure and Arbitration**

Amend the current language to read as follows:

23.02 It is the intention of the parties that this Article provide a peaceful method of adjusting **or addressing** all grievances, so that there will be no suspension or interruption of normal operations as a result of any grievances.

## UP37 – Article 24 – Bulletin Boards

Amend the current language to read as follows:

24.01 ~~The Company will provide a bulletin board in the lunchroom or otherwise mutually agreed location, for the convenience of the Union in posting notices of Union activity such as time and place of meetings, social affairs and elections, and names of officers or accredited representatives and such other notices as may be approved by the Company. All other notices must be submitted to the General Manager or his/her authorized designate for approval before being posted. Approval will not be unreasonably denied.~~

**The Union will provide the Company with three (3) lockable bulletin boards which will be installed by the Employer conspicuous, mutually agreed locations in the plant. The Union Representatives and Shop Stewards will have a key, but it is understood that only Union sanctioned materials shall be posted. The bulletin board is for Union information only. The Union will be responsible for the maintenance and the repair of the bulletin board.**

## **UP38 – Article 26 – Discrimination**

Amend the current language to read as follows:

### 26.05      Harassment Policy

The Company is committed to providing a safe, **healthy** ~~healthful~~ workplace that is free from violence, threats of violence, or harassment, in accordance with the Company policy.

The Company will send a copy to the Union of any changes to its Workplace Violence and Harassment policy.

## **UP39 – Article 27 – Uniforms and Tools**

### **27.05 Increase tool allowance**

The Company will reimburse all Millwrights and Tradespeople up to three hundred and fifty (\$350.00) dollars each year to cover the cost and maintenance of their standard tools. This premium will be paid upon production of a receipt at the time the receipt is given to the Company.

## **UP40 – Article 28 – Wages**

Amend the current language to read as follows:

28.02 In the event that the Company incorrectly underpays an employee in excess of one hundred (\$100.00) dollars, the Company will on request reimburse that employee within three (3) business days from the date that the error was reported. All other payroll shortages will be compensated on the employee's next paycheque. In the event that the Company incorrectly overpays an employee, it **will** meet with that employee, provide proper supporting documentation, and negotiate a fair and reasonable deduction schedule or repayment plan so as to minimize the financial impact upon the employee. In the event that an agreement cannot be reached by the parties, the Company or the Union (as the case may be) will utilize the grievance procedure.



## **UP41 – Article 29 – Heightened Health Concerns**

Add new the follow language to the Collective Agreement:

**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 Union agrees to the following in order to ensure the safety and health of its employees.**

### **29.01      Health and Safety**

**In the event of a Heightened Health Concern the Union will take the following steps to ensure that the health and safety of employees is a top priority:**

- 1.      The Union 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 Union agrees to provide and maintain all personal protective equipment.**
- 4.      The Union will arrange a meeting with the Union to consult and review all procedures and strategies to be implemented or considered.**
- 5.      The Union will initiate weekly meetings with all employees to ensure that all procedures are known and followed.**
- 6.      The Joint Health and Safety Committee will conduct a workplace inspection once a week. Any recommendations shall be actioned immediately.**
- 7.      The Union will provide the Union with copies of all policies, procedures, and of all JHSC minutes.**
- 8.      If a Heightened Health Concern is determined in the workplace, according to public health and occupational health standards, the Union will immediately cease operations. During the closure, the Union 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 Union recognizes and respects an employee's right to refuse unsafe work during a Heightened Health Concern. Should an employee refuse unsafe work, the Union 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 Union 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 of the above circumstances, the Union agrees to consult and adhere to all recommendations put forth by the Union on behalf of its members.**

## **29.02 Leaves of Absence**

**Should an employee be required to isolate or quarantine at the recommendation of provincial health services or be unable to work due to Union policies, the Union shall compensate the employee for all lost time while doing so. This will include any premiums, statutory holiday pay, or any other lost income the employee might incur. The employee's seniority shall not be affected.**

If the employee is required to isolate or quarantine as a result of a work-related contact or positive test, the Union will immediately complete an Union's report for the workers compensation board in order to prevent delay in the employees claim. The Union further agrees to provide any required information to the workers compensation board immediately. The employee's seniority shall not be affected.

Should an employee feel it is unsafe to continue to work during a Heightened Health Concern, whether it is due to their own personal health or to care for another, the Union shall grant the employee a leave of absence. Such leave shall have no effect on the employee's seniority. The Union agrees to compensate the affected employee with the difference between any government subsidy and that of the employees' regular pay. If no subsidy is available, the Union agrees to compensate the employee for all lost earnings.

The Union 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.

## **29.03**

### **Benefits**

During a Heightened Health Concern, the Union 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 Union 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 Union shall make arrangements, and provide appropriate accommodations for the employee. The Union agrees to cover all costs associated with the additional accommodation.

#### **29.04 Severance**

In the event that the Union is no longer able to operate during a Heightened Health Concern and will permanently close the business, the Union agrees to compensate all employees with the two (2) weeks of pay for every year of service and no less than one (1) month of pay, whichever is greater.

In the case where an employee is above 55 years of age, the Union 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 within fourteen (14) days of the notice of closure.

#### **29.05 Layoffs/Recall**

If a reduction in work is required that may lead to potential layoff of employees, the Union will notify the Union immediately. This notice will permit discussion of the problem and provide an opportunity for either the Union Labour Relations Officer assigned by the Local Union or the Union 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 Union 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 Union shall compensate the employee with payment of severance as stated in the collective agreement.

**29.06**     Pay

In the event that a Heightened Health Concern is deemed to exist, the Union agrees to compensate all employees during this time an additional 15% premium for all hours worked.

Such premium will remain in place until the Heightened Health Concern is alleviated or no longer perceived in the workplace.

**29.07**     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.

**29.08**     Grievance and Discipline

During a Heightened Health Concern, the Union 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 Union agrees not to discipline any employee for attendance during a Heightened Health Concern.

During a Heightened Health Concern, the Union recognizes the elevated stress and anxiety their employees may experience and will not issue discipline to employees during this time.

The Union 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

**29.09**      **Revised work schedule**

Should an employee require a revised work schedule to care for a child or loved one during a global pandemic the Union will immediately accommodate the request. The Union will allow an employee the ability to change their availability beyond which is provided for in the collective bargaining agreement.

**29.10**      **Vaccinations**

The Union 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.

**UP42 – Article 30 – General**

Add new the following language to the Collective Agreement:

**30.01      NEW - Education and Training Fund**

**The Employer agrees to make contributions to the United Food and Commercial Workers Canada Union, Local No. 401 Education and Training Fund.**

**Language to follow in monetary.**

**UP43 – Article 30 – General**

Add new the following language to the Collective Agreement:

**30.02      NEW - Doctors' notes will not be required until an employee is absent for 5 consecutive days.**



**UP44 – Article 30 – General**

Add new the following language to the Collective Agreement:

**30.03        NEW - The Union and the Company will equally share the costs of the printing of the Collective Agreements.**

**UP45 – Article 29 31 – Expiration and Renewal**

Language to be provided in monetary.

**UP46 – Appendix “A”**

**The Union proposes substantial wage increases to all rates of pay, premiums, and shift differentials.**

**Review all jobs, levels, departments. Delete obsolete, add new.**

## **UP47 – Appendix “B”**

**The Union proposes amendments to the Company provided benefit plan, which includes but is not limited to increased coverage levels, additional service coverage, increased paid sick days, removal of employee contributions, and the removal of any age restrictions on benefit coverage.**

**Language will be provided later.**

**UP48 – Appendix “C”**

**The Company will upon ratification implement a new Company pension plan or RSP contribution program for all employees.**

**Review any and all Letters of Understanding/Agreement.**

## **UP49 – New Proposal**

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