

UNION PROPOSALS BETWEEN

BURNBRAE FARMS EGG GRADING PLANT

AND



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



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

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UP1 – Article 1 – ~~Bargaining Agency~~ Union Recognition

Amend the title and add new the following language:

- 1.1 The Employer recognizes the Union as the sole agency for the purpose of collective bargaining for all employees coming under the provisions of this Agreement employed in the Burnbrae Farms Egg Grading Plant located in Calgary, Alberta. This includes all plant help, but excludes office staff and those employees in a supervisory capacity.

1.2 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.

1.3 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.

1.4 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.

UP2 – Article 2 – Union Establishment

Amend the current language to read as follows:

- 2.1 The Employer 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 Employer shall be free to hire new employees who are not members of the Union, provided said non-members, whether part-time or full-time employees, shall be eligible**

for membership in the Union and shall **procure from all such employees the necessary membership applications and submit them to the Union within five (5) days.** ~~make application on the first day of employment and become members within thirty (30) days.~~

UP3 – Article 3 – Deduction of Union Dues, Initiation Fees, and Assessments

Amend the current language to read as follows:

3.1 The Employer agrees to deduct from the wages of each employee upon proper authorization from the employee affected, initiation fees, **assessments** and Union dues. The Employer further agrees to automatically deduct Union dues from the wages of all new employees. Upon commencement of employment, the employee shall provide the Employer with a signed authorization for such deduction.

3.2 Monies deducted during any month or agreed upon period shall be forwarded by the Employer to the President of the Union not later than fifteen (15) working days following the Employer's accounting period, whether it is on a monthly or a four (4) week basis during which deductions are made, accompanied by a written statement of the names of the employees from whom the deductions were made ~~and the amount of these deductions,~~ **total regular hours paid for each pay period, and the amount of each itemized deduction for dues, fees and other assessments.**

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.

3.3 In the event of a change in the Union dues, the Union will give the Employer four (4) weeks prior notice of the effective date of the change or deduction as the case may be.

3.4 The Employer agrees to provide each new employee, at the time of employment, with a form letter outlining to the new employee his or her responsibility in regard to Union membership and to provide the Union, in writing, with the name and address of each employee to whom they have presented the form letter along with the employee's date of hire.

3.5 **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) Email address;
- (xiv) Current Rate of Pay.

~~—————The Union shall bear the expense of printing the letter, the contents of the letter to be such that it is acceptable to the Employer. The Employer agrees to provide the Union, once a month, with a list containing names of all employees who have terminated their employment or have been terminated during the previous month.~~

- 3.6 Upon mutual agreement, the Employer may submit the dues electronically in a manner acceptable to both parties.
- 3.7 **The Company shall be responsible for any errors or emissions in the deduction of Union dues. No employee shall be responsible to remit Union dues or assessments which were the error of the Company.**

UP4 – Article 4 – Basic Work Week – Overtime – Paid Holidays

Amend the current language as follows:

- 4.1 The **guaranteed** basic work week for full-time employees covered by this Agreement shall consist of forty (40) hours, to be worked in five (5), eight (8) hour days over a period of seven (7) days. All employees shall receive two (2) consecutive days off.

UP5 – Article 4 – Basic Work Week – Overtime – Paid Holidays

Explore opportunities to resolve issues around Article 4.5 Overtime. Additional language may follow.

Amend the current language as follows:

4.5 Overtime

The “department(s)” for the purpose of this article will consist of: 1) Maintenance; 2) Shipping/Receiving; and; 3) Production. The Employer reserves the right to establish new departments after a discussion with the Union.

All hours worked over those, as outlined above, shall be considered as overtime and shall be paid for at the rate of time and one half (1 ½ X). All work performed on Sunday and paid holidays shall be paid for at the rate of time and one half (1 ½ X) and shall be assigned as described in the following paragraph.

In the event that overtime is required in a particular department, the Employer will execute the following procedure for fulfilling the overtime requirement.

Step 1

The overtime will be offered to employees with the ability to complete the work on shift inside the department by order of seniority. If the overtime requirement is not fulfilled then move to Step 2.

Step 2

The overtime will be offered to employees with the ability to complete the work on shift outside the department by order of seniority. If the overtime requirement is not fulfilled then move to Step 3.

Step 3

The Employer will compile a seniority list that includes all departments and the overtime will be assigned by reverse seniority until the requirement is fulfilled.

When overtime is required the Employer will give as much notice as possible.

- (a) In the event that a weekend or holiday overtime shift is scheduled, the Employer will execute whichever of the following two (2) options is applicable in order to assign the work.
 - (i) If the time before the commencement of the overtime shift is greater than one and one half (1 ½ X) regular working days, the Employer will post an overtime notice with a sign up sheet allowing employees that want the overtime to sign up. The notice and sign up sheet will remain posted until the midpoint on the second last shift prior to the commencement of the scheduled overtime at which point the Employer will remove the notice and the overtime will be awarded to the senior person on the sign up sheet provided they have the skill and ability to complete the required work. By posting this notice, the Employer is deemed to have satisfied Step 1 and Step 2 as outlined in this Article 4.5. If the overtime requirement is not fulfilled, then the Employer can proceed to Step 3.
 - (ii) If the time before the commencement of the overtime shift is less than one and one half (1 ½ X) regular working days, the Employer will make reference to a plant wide seniority list and the overtime will be offered to the most senior employee, provided they have the skill and ability to complete the required work. If the overtime requirement is not fulfilled then the Employer can proceed to Step 3 as outlined in Article 4.5.
- (b) An employee's schedule may be changed without notice in the event of absence of other staff due to sickness or accident, or in

the event of emergencies such as fire, flood, breakdowns of machinery, and other instances of force majeure. The working of overtime shall not constitute a change in shift. In all other cases at least **seventy-two (72)** ~~twenty-four (24)~~ hours notice of any change of schedule must be given. In the case of full-time employees having their schedule changed without at least **seventy-two (72)** ~~twenty-four (24)~~ hours notice where required, they will be paid at a rate of two times their regular rate for all hours worked on the first shift of the shift change ~~four (4) hours~~ ~~additional pay~~ in lieu of notice.

UP6 – Article 4 – Basic Work Week – Overtime – Paid Holidays

Amend the current language as follows under Article 4.6 – Paid Hoidays:

Also, addition of National Truth and Reconciliation Day and Employee’s birthday.

Paid Holidays

The following days shall be considered as paid holidays:

New Year’s Day	1 st Monday in August (Heritage)
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day

and all other public holidays proclaimed by the Federal, Municipal and Provincial Governments ~~and observed by the wholesale industry.~~

The Employee's birthday shall be observed on their actual birthday if it falls on a working day, or the following Friday or Monday, at the employee's option.

UP7 – Article 4 – Basic Work Week – Overtime – Paid Holidays

Add new the following language to the Collective Agreement as new Article 4.8, re-number remaining articles:

4.8 Faith Observance

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

UP8 – Article 4 – Basic Work Week – Overtime – Paid Holidays

Move current language under Article 4.8 to Hours of Work Section:

4.8 Call-In

If an employee is called by the Employer to report for work and upon reporting finds his or her services are not needed, he or she shall receive four (4) hours pay at the applicable rate.

UP9 – Article 5 – Shift Differential

Increase shift premiums. Language to follow in monetary.

- 5.1 An afternoon shift premium of fifty-five (\$0.55) cents will be paid to employees commencing a shift between one p.m. (1:00 p.m.) and ten fifty-nine p.m. (10:59 p.m.). This premium will be paid for the complete shift for all hours worked.
- 5.2 A night shift premium of sixty (\$0.60) cents will be paid to employees commencing a shift between eleven p.m. (11:00 p.m.) and two fifty-nine a.m. (2:59 a.m.). This premium will be paid for the complete shift for all hours worked.
- 5.3 Shift differential pay, or premium rate for evening work, shall not be added to the employee's hourly rate of pay for the purpose of computing overtime pay.

UP10 – Article 6 – Rest Periods

Increase meal allowance. Language to follow in monetary.

- 6.2 When an employee is required to work in excess of ten (10) hours in a day, a thirty (30) minute supper break without pay will be taken and either a meal will be provided or the employee will receive a fifteen (\$15.00) dollar supper allowance.

UP11 – Article 7 – Wage Rates and Job Classification

Amend the current language under Article 7, to read as follows:

7.1 Job classifications and the hourly wage rates for all employees covered by this Agreement shall be as set out in Appendix “A” of this Agreement.

7.2 Electronic deposit by direct bank deposit shall be completed to cover pay periods not to exceed two (2) weeks in duration. An itemized summary of the employee’s pay, deductions, and all hours of work shall be provided and shall be distributed on Employer time for the same pay periods as stated here.

The Company’s policy will be to issue an electronic funds transfer (EFT) within two (2) business days manual cheque for any Company caused paycheck error or backpay amount greater than fifty (\$50) dollars. Grievance resolves will be processed on the next pay cheque cycle.

7.3 Relieving in Higher Classifications

Any employee who is required on a temporary basis to fill a classification paying a higher rate of pay ~~for one (1) hour or more~~ shall receive the rate established for such classification for all time so employed.

An employee, who is temporarily required to work in a classification which has a lower rate than his/her own classification, shall receive their regular rate of pay.

7.4 The Union agrees that the Employer may utilize non-union personnel as Management trainees for the purpose of becoming familiar with overall plant operations providing members of the bargaining unit are not displaced from their jobs or have their regular hours reduced when such personnel are employed in the above capacity. Further, Management trainees will not be used as relief staff (employees).

UP12 – Article 8 – Annual Vacation

The Union proposes an increase to vacation entitlement. Language to follow in monetary.

UP13 – Article 9 – Seniority

Explore opportunities to resolve issues around full and part-time employees.

Amend the current language as follows:

- 9.1 Once each quarter, a seniority list stating employee's name, date of hire, full-time seniority date, job classification, and department shall be posted in a location where all employees have access to it **and a copy shall be sent to the Union.**
- 9.3 **During the probationary period the Company may terminate an employee for any reason at its discretion but will provide the employee with the reason in writing upon termination. While this termination shall not be subject to a grievance under the grievance procedure a Union Representative shall be present at the time of the termination. The Company shall not act in a manner that is arbitrary, discriminatory, or in bad faith.**

~~Termination of any employee during his or her first three hundred (300) hours or sixty (60) days, whichever comes first, of employment shall not be subject to Article 16 and 17 of this Agreement.~~

UP14 – Article 9 – Seniority

Explore opportunities to resolve issues with the job posting and promotion process.

Amend the current language as follows:

- 9.4 (a) Promotions within the bargaining unit shall be based on **seniority**. ~~fitness, merit, and ability. Fitness, merit, and ability being relatively equal, seniority shall prevail.~~
- (b) Seniority shall govern in lay-offs and recall after lay-off unless there is a less senior employee whose qualifications and ability to perform the job are significantly greater.
- (c) Job Postings

When job vacancies occur with the exception of Lead Hand in the plant and the Employer requires replacements and/or creates new jobs, they shall be posted on the bulletin board for a period of seven (7) calendar days during which time applications may be made by employees. Postings will include a description of the job, the shift, and the hours of work. Copies of such applications will be sent to the Union. If no suitable applications are received, then the Employer may hire a person to fill the job. It is understood to apply for a posting in the Maintenance Department, an employee must be qualified. Temporary appointments may be made by the Employer pending receipt of application. Fitness, merit, and ability being relatively equal, the most senior applicant shall receive the job.

An employee receiving a new job or promotion will be on a trial basis for up to thirty (30) working days. If they cannot perform the job satisfactorily, they shall be returned to their prior job. Notwithstanding the foregoing, should an employee fail to demonstrate his/her competence prior to the expiry of the thirty (30) day trial period, then the Employer shall have the right to return the employee to his/her classification immediately. In addition, an employee who wishes to transfer

back to his/her classification prior to the expiration of the trial period, will be given the opportunity to do so.

~~Fitness, merit, and ability~~ being relatively equal, **The** next senior applicant will be selected from the original posting if the vacancy occurs within thirty (30) working days. Vacancies after thirty (30) working days must be reposted.

An employee who will be absent for any approved reason for up to six (6) weeks may submit a written application prior to leaving on an approved leave for a specific position which may be posted during their absence. The application will be void at the conclusion of the six (6) week period.

UP15 – Article 9 – Seniority

Discuss current process under 9.7 (e). Language may follow.

- (e) When a part-time employee is scheduled an average of thirty-two (32) hours for thirteen (13) consecutive weeks, a full-time position will be deemed to exist and will be filled as per the job posting language.

UP16 – Article 10 – Management’s Rights

Explore opportunities to resolve issues with this Article:

- 10.2 The parties agree that the foregoing enumeration of Management’s rights shall not be deemed to exclude other functions not specifically set forth. The Employer therefore, retains all rights not otherwise specifically covered by this Agreement. The exercise of the foregoing rights shall not alter any of the specific provisions of this Agreement, nor shall they be used to discriminate against any member of the Union. It is the sole right and function of the Employer to designate and change the hours of operation of the Egg Plant and the hours of work of each employee.

The Employer agrees to furnish all employees with a current copy of Employer rules and regulations and a copy of same, if requested, will be forwarded to the Union.

UP17 – Article 12 – Union Representatives Visits

Amend the current language to read as follows:

- 12.1 An authorized representative or executive officer of the Union shall be permitted, after notifying the Manager, to talk with an employee regarding Union matters during regular working hours. The interview shall be carried on in a place provided for and designated by the Employer. ~~Time taken for such an interview in excess of five (5) minutes shall not be on Employer time.~~

UP18 – Article 13 – Leaves of Absence

Amend the current language to read as follows:

- 13.1 **Members of the Union shall be allowed time off with pay but with no loss of benefits for official Union business with due regard given production requirements of the Company. Such leaves will not be unreasonably denied. This shall be considered as time worked.**

The Company will invoice the Union for the cost of the time off with pay.

~~The Employer agrees to grant necessary time off without pay and without discrimination to not more than one (1) employee designated by the Union, for a maximum of two (2) weeks, or longer period as may be mutually agreeable, to attend a labour convention or to serve in any capacity on any other official Union business, provided that notification is given to the Employer in sufficient time to secure relief person for the job involved.~~

- (a) An employee not to exceed one (1) elected or appointed to a full-time job with the Union shall be granted a leave of absence up to six (6) months and any extension mutually agreed upon up to a maximum of a further six (6) months to attend Union business.

13.2 Maternity/Parental Leave

An employee must have **ninety (90) days** ~~fifty-two (52) weeks~~ of continuous employment with the Employer to be eligible for maternity and/or parental leave.

- (a) Maternity Leave

Maternity leave can begin at any time within **thirteen (13)** ~~twelve (12)~~ weeks of the estimated date of delivery. Birth mothers will provide a request for leave in writing together with a medical certificate indicating the estimated date of leave, at least six (6) weeks prior to the date she intends to commence

such leave. A birth mother who takes both maternity and parental leaves must take the leaves consecutively.

Where the pregnancy of an employee interferes with the performance of her duties during the twelve (12) weeks before the estimated date of delivery, the Employer may require the employee to begin maternity leave early.

Birth mothers can take up to fifty-two (52) consecutive weeks of unpaid job protected leave. This will be made up of **sixteen (16)** ~~fifteen (15)~~ weeks of maternity leave and **sixty-two (62)** ~~thirty-seven (37)~~ weeks of parental leave.

The Employer will continue to pay its share of the Health and Welfare Benefits during the employee's maternity leave.

A birth mother must take at least six (6) weeks of maternity leave after the birth of the child, unless the Employer agrees to early resumption of employment and the employee provides a medical certificate indicating that resumption of work will not endanger her health.

(b) Parental Leave

Fathers and/or adoptive parents will be eligible for up to **sixty-two (62)** ~~thirty-seven (37)~~ consecutive weeks of unpaid, job protected, parental leave. Parental leave may be taken by one (1) parent or shared between them, but the total leave cannot exceed **sixty-two (62)** ~~thirty-seven (37)~~ weeks. Parental leave can begin at any time after the birth or adoption of the child, but it must be completed within **seventy-eight (78)** ~~fifty-two (52)~~ weeks of the date a baby is born, or an adopted child is placed with the parents.

Employees requesting parental or maternity leave will provide written notice six (6) weeks prior to the estimated date that the leave is to commence and four (4) weeks written notice before returning from leave or changing their date of return.

The Employer is not required to make any payments to the employee, or pay for any benefits during parental leave.

The employee shall be returned to their former position at the completion of the leave of absence with no loss of seniority.

Where an employee fails to provide this notice, or fails to report to work the day after their leave ends, the Employer is under no obligation to reinstate the employee unless the failure is the result of unforeseen or unpreventable circumstances.

13.3 Paternity Leave

An employee, about to become a **parent father**, shall be entitled to an unpaid leave of absence up to two (2) day's at the time of the birth of **their** ~~his~~ child.

13.4 Bereavement Leave

In the event of death in the immediate family of an employee, the employee will be granted leave of absence **of up to one (1) week**, with pay ~~to attend the funeral or to attend to other arrangements, at the time of bereavement. The length of such absence shall be at the discretion of the Employer.~~ The term "immediate family" shall mean: spouse, legal dependent, parent, child, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandchild, niece, nephew, step relatives, or any relative living in the household of the employee.

~~Notwithstanding the foregoing, if the death is a case of spouse, father, mother, or child, the employee shall be entitled to up to one (1) week's leave of absence, with pay, at the time of bereavement.~~ If the death is that of a common-law spouse or the common-law spouse's child living in the household, then the employee shall be entitled to the foregoing bereavement leave.

It is understood that in the case of a part-time employee they shall be compensated for the number of hours they would normally have worked on such day/days. The method of determining the normal hours worked shall be computed by averaging the hours worked on such day/days for the preceding four (4) weeks.

13.5 All employees after one (1) year of service may request a leave of absence not to exceed one (1) month, exclusive of the vacation period (June 1st to September 30th). The leave of absence may be added to the employee's vacation, if taken outside of vacation period (June 1st to September 30th) without loss of seniority. The request must be in writing to the Plant Manager three (3) months prior to when the time is required and shall be subject to the approval of the Employer. Such request by an employee will normally be allowed every second year but no application will be unreasonably denied.

13.6 **The Company shall apply all statutory unpaid leave provisions as outlined under the *Alberta Employment Standards Code*. Information regarding statutory leaves is available on-line at:**

<https://www.alberta.ca/employment-standards.aspx>

For ease of reference, the current statutory leaves include:

Leave Type	Leave Duration
Compassionate care	Up to 27 weeks
Critical illness of a child	Up to 36 weeks
Critical illness of an adult	Up to 16 weeks
Disappearance of a child	Up to 52 weeks
Death of a child as a result of a crime	Up to 104 weeks
Reservist/Military	Up to 20 days per year for annual training and as long as needed to accommodate international or domestic deployment
Citizenship ceremony	Half day once per lifetime
Domestic violence	Up to 10 days per year

Military Leave

~~An employee who is a member of the Canadian Armed Forces and who is called to active duty will be granted a leave of absence.~~

UP19 – Article 13 – Leaves of Absence

Add new the following language to the Collective Agreement as new sub-articles under Article 13:

13.7 Personal and Family Responsibility Leave

An Employee shall receive up to five (5) days of leave per calendar year paid at the employee's regular rate of pay 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.

13.8 Domestic Violence Leave

An employee who is a victim of domestic violence is entitled to both the following periods of domestic violence leave in each 52-week period:

- (a) Leave of up to ten (10) days, which the employee may choose to take intermittently or in one continuous period; and**
- (b) Leave of up to seventeen (17) weeks to be taken in one continuous period.**

An employee may take a domestic violence leave only for one or more of the following purposes:

- (a) To seek medical attention for the employee or the employee's child 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;**
- (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 prescribed purpose.**

An employee who wishes to take a leave under this Article must give the Company as much notice as is reasonable and practical in the circumstances. Leave taken under this Article is unpaid leave.

Upon the Company's request, an employee may be required to provide reasonable verification of the necessity of the leave.

UP20 – Article 14 – Safety and Health

Explore opportunities to resolve issues around line speed and staffing concerns. Amend the current language as follows, additional language may follow:

14.1 Joint Health and Safety Committee

The Company and the Union agree that safety in the workplace and the protection of all employees is of primary importance. Safety is a shared responsibility and the input of all employees to improve safety practices and conditions is encouraged and expected.

Plant safety programs and efforts will include the involvement of employees from all levels of the organization. The Company and the Union agree to cooperate in making safety programs work effectively.

- 1) The Joint Health and Safety Committee will be comprised of not more than five (5) Management and five (5) Union members.**
- 2) The Joint Health and Safety Committee will have 2 Co-Chairs, one appointed by the Union and one appointed by the Company.**
- 3) The Joint Health and Safety Committee's duties will include:**
 - to conduct routine housekeeping inspections with the participation of both Staff and Union members;**
 - to consider and expeditiously address health and safety complaints;**
 - to participate in all of the inquiries, investigations, studies and inspections pertaining to employee health and safety including work refusals;**
 - to participate in the implementation and monitoring of a program for the provision of personal protective**

equipment, clothing, devices, or materials, and, if there is no policy committee, participate in the development of the program;

- to participate in the implementation of changes that may affect occupational health and safety, including work processes and procedures, and, if there is no policy committee, participate in the planning of the implementation of those changes;**
 - to inspect all or part of the workplace each month, so that every part of the workplace is inspected at least once a year;**
 - to be involved in the creation/update/review of any hazard assessment;**
 - to be notified of and to participate when governmental or safety organizations (OH&S, AHS, etc.) is conducting a tour, inspection or is attending the plant;**
- 4) Copies of the Joint Health and Safety Committee and Departmental Safety Committee minutes will be made available, with copies to the Union.**
 - 5) The Joint Health and Safety Committee can make recommendations to improve plant safety.**
 - 6) Union members shall be appointed to the Joint Health and Safety Committee by the Union.**
 - 7) The Joint Health and Safety Committee meetings will be held monthly on dates established by the Joint Health and Safety Committee.**
 - 8) Employees sitting on the workplace health and safety committee must receive training and compensation for participating in meetings and carrying out their duties.**
 - 9) The Union Representative will be invited to attend and all Joint Health and Safety Committee meetings.**

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

~~The Shop Stewards and appropriate members of Management will form the plant safety committee and meetings will be held every month on Employer time. It is also understood that other employees may also form part of said committee as may be deemed necessary. Copies of all Health and Safety meeting minutes shall be sent to the Union.~~

~~The Employer shall make provisions for the safety and health of its employees during working hours, in accordance with the provisions of the "Occupational Health and Safety Act". The Union may from time to time bring to the attention of the Employer recommendations for improvements in conditions of work and such recommendations shall be subject to discussion between the Employer and the Union, but not subject to Article 17 of this Agreement.~~

UP21 – Article 14 – Safety and Health

Increase boot allowance. Language to follow in monetary.

- 14.2 All employees are required to wear approved safety footwear while on the job. Upon completion of the probationary period, the Employer will contribute up to one hundred fifty (\$150.00) dollars as of date of ratification, upon submission of a receipt, to assist with the purchase.

UP22 – Article 15 – Union Representation

Amend the current language to read as follows:

- 15.1 The Union will provide a lockable bulletin board which will be installed by the Employer. This bulletin board is for Union information only. The Union will be responsible for all maintenance and repair of the bulletin board.
- 15.2 The Employer agrees to allow time off work without pay for delegates selected to attend seminars, Union conventions, Union business, and to attend negotiations. The Union will give the Employer two (2) weeks notice. No request will be unreasonably withheld.

Time spent on Union business by employees, where the Employer is reimbursed by the Union, shall be considered as time worked for all purposes under the Collective Agreement.

15.3 New Employee Orientation

The Employer agrees to allow the Union a **thirty (30) fifteen (15)** minute presentation that shall be included in Employer scheduled New Employee Orientations. The purpose of the presentation shall be to help new employees understand the rights afforded them as members of the Union and to introduce the Union officials representing them. A Union official or Shop Steward appointed by the Union shall deliver the Union portion of the orientation.

15.4 Union Representational Rights

When an employee's work performance, conduct, behaviour, or other serious matters are the subject of an interview between the employee and the Employer, a Union Steward or Union Representative shall be present. When discipline or termination is issued to an employee, a Union Steward or Union Representative shall be present. An employee who wishes to be unrepresented may only waive his or her representational rights after consultation with the Union Steward or Union Representative. Prior to any interview with the Employer, the

employee will have five (5) minutes to be counselled by the Union Steward or Union Representative. Any discipline or termination arising from the subjects discussed in the interview shall be considered null and void if a Union Steward or Union Representative is not present. Any discipline or termination shall be considered null and void if a Union Steward or Union Representative is not present when discipline or termination is issued to an employee. The only exception shall be when an employee has waived his or her representational rights. A copy of all disciplines or terminations will be sent by **email** ~~fax~~ to the Union office immediately after it is presented to the employee. All Union Steward attendance at such meetings shall be considered time worked and paid for as such.

UP23 – Article 16 – Grievances

Explore opportunities to resolve any issues with the grievance process.

- 16.1 Any complaint, disagreement, or difference of opinion application, operation or any alleged violation of the terms and provisions of this Agreement, shall be considered a grievance.
- 16.2 All grievances not presented to the Employer within fourteen (14) calendar days from date the grievance arose shall be waived. It is further agreed that seven (7) calendar days shall apply with respect to grievances concerning the dismissal of an employee. Any employee alleging wrongful dismissal shall become a grievance and be subject to the grievance procedure as established by this Agreement. Time lengths stated above may be extended if mutually agreed to in writing. The procedure for adjustment of grievances shall be as follows:

Step 1

The employee **and/or the Shop Steward**, shall discuss the matter with his/her immediate superior. If the employee is not satisfied with the settlement of the matter, then the employee shall notify the Union office, then;

Step 2

The employee and the Shop Steward and/or the **Union Business Representative of the Union** shall discuss the matter with the Plant Manager. If no settlement of the matter is reached, then;

Step 3

The grievance shall be presented in writing by the Union Representative to the Employer's Industrial Relations Department Manager and the Employer representatives and Union representatives shall meet in good faith and shall earnestly endeavour to settle the grievance submitted. If a satisfactory settlement cannot be reached or if the party on whom the grievance

has been served fails to meet the other party within fourteen (14) days of receiving the written grievance, either party may by written notice served upon the other, require submission of the grievance to a single arbitrator. Such Board to be established in the manner provided in Article 17 of this Agreement. Time lengths stated above may be extended if mutually agreed to in writing.

UP24 – Article 18 – General

Clarify meaning and interpretation of Article 18.1. Language may follow.

- 18.1 In the event of a work stoppage and should an emergency occur, such as a breakdown of machinery or necessary repairs to a building facility or equipment, the Union and its members agree they shall not do or permit to be done, anything to prevent outside maintenance service personnel from continuing all or part of their assigned duties in the service of the Employer at the operations covered by this Collective Agreement during the term of the work stoppage.

UP25 – Article 18 – General

Amend the current language under Article 18.3 as follows:

18.3 Sunset clause for discipline Grievances

Written warnings and references to suspensions which are older than **twelve (12) months** ~~two (2) years~~ will not be used to determine the severity of discipline in a current matter. The foregoing, however, will not limit an arbitrator in reviewing an employee's record where such review is warranted.

UP26 – Article 18 – General

Add new the following language to the Collective Agreement as new sub-article under Article 18:

18.5 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.

UP27 – Article 19 – Health and Welfare and Sick Leave

The Union proposes increases to the benefit plan coverage, inclusion of all employees, and an elimination of the co-pay portion from employees. The Union will provide specific proposals at a later date.

UP28 – Article 19 – Health and Welfare and Sick Leave

Amend the current language to read as follows:

19.7 In November of each year, an **eighty (80)** ~~forty (40)~~ hour bank will be credited to each full-time employee to cover incidental illnesses during the forthcoming year with a payout in November each year of any unused hours. In November when the payout of remaining sick bank credits is made should an employee have made no withdrawals from the bank in the preceding year, the employee will receive a bonus payment of two (2) days pay at base rate in recognition of good attendance.

Absences due to WCB claims or any approved leave of absences will not impact the payment of the bonus. An employee may apply once per year to his/her Supervisor for a **five (5)** ~~one (1)~~ day absence at least twenty-four (24) hours prior to the absence to deal with an urgent personal or family health related matter. The **five (5)** ~~one (1)~~ day **withdrawal** from the sick bank will not interfere with eligibility for the two (2) day attendance bonus.

Full-time employees hired after November 1st of each year will be credited with a pro-rated five (5) day sick bank allowance but will not be eligible for the bonus payment until the following year.

UP29 – Article 20 – Canadian Commercial Workers’ Industry Pension Plan

20.1 The Employer agrees to participate in and remit payments to the Canadian Commercial Workers’ Industry Pension Plan.

The Employer shall forward contributions, along with a list of employees for whom they have been made, the amount of the weekly contributions for each employee, and the number of paid hours, within twenty-one (21) days after the close of the Employer’s four (4) or five (5) week accounting period. The Employer agrees to pay interest at the rate established by the Trustees on all contributions not remitted as stipulated above. Paid hours shall include hours worked, vacation, paid hours, jury duty, funeral leave, but will exclude Weekly Indemnity hours.

Remittance Schedule

- (a) From September 5th, 2010, the remittance to the administrator will increase to one dollar twenty-five (\$1.25) cents per hour for all hours paid to a maximum of forty (40) hours per week.

20.2 The Company shall remit pension contributions for those employees over the age of 71, directly to the employee.

UP30 – Article 21 – Alberta Retail Meat Industry Dental Plan

Increase dental plan contributions. Language to follow in monetary.

- 21.1 The Employer agrees to participate in and remit payments to the Alberta Retail Meat Industry Dental Plan.

The Employer and Union agree to the original method of selection of Employer and Union Trustees to administer the plan. It is agreed that the terms of the plan and its administration will be entirely the responsibility of these original Trustees or their valid replacements, provided that the plan is administered consistently with this Collective Agreement subject to any applicable Government Law or Regulation and with the intention of meeting all of the requirements for continued registration under the Income Tax Act of Canada. Subject to the foregoing, the Employer and the Union agree to be bound by the actions taken by the Employer and the Union Trustees under the plan.

Remittance Schedule

- (a) Effective *the third year of agreement (October 23rd, 2019)*, the remittance to the administrator will be *forty-eight (\$0.48) cents* per hour for all paid hours to a maximum of forty (40) hours per week.

UP31 – Article 22 – Jury Duty and Material Witness

Amend the current language to read as follows:

- 22.1 ~~Full-time~~ employees summoned to jury duty, jury selection, or subpoenaed as a material witness shall be paid wages amounting to the difference between the amount paid them for such services and the amount they would have earned had they worked on such days. Part-time employees summoned to jury duty or jury selection shall be paid wages amounting to the difference between the amount paid them for such services and the number of hours they would normally have worked on such day/days. The method for determining the normal hours worked shall be computed by averaging the hours worked on such day/days for the preceding four (4) weeks. Employees on jury duty, jury selection, or acting as material witnesses shall furnish the Employer with such statements of earnings as the Courts may supply. This does not apply if the employee is summoned on his/her day(s) off.

UP32 – Article 23 – Duration and Renewal

Term to be negotiated. Language to be provided in monetary.

- 23.1 This Agreement shall be effective from the 14th day of June, 2016, and shall remain in force until the 13th day of June, 2020, and thereafter from year to year, but either party may, not less than sixty (60) days and not more than one hundred-twenty (120) days before the expiry date or renewal date of such Agreement, give notice in writing to the other party to (a) terminate such Agreement, or (b) to negotiate revision thereof.
- 23.2 Should either party give notice to (a) or (b) below, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of this said Agreement or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted or alter any other term or condition of employment until:
- (a) The Union serves notice of strike in accordance with the Labour Relations Code of Alberta;
 - (b) The Employer serves notice of lockout in accordance with the Labour Relations Code of Alberta.

UP33 – Appendix “A”

The Union proposes substantial wage increases to all rates of pay, premiums, and shift differentials. Review all jobs, levels, classifications, and departments. Delete obsolete, add new.

Full Retro Pay

Language to be provided in monetary.

UP34 – Letters of Understanding

Discuss and review all letters of understanding. Place into body of CBA where appropriate.

UP35 – Add New

Add new language to the Collective Agreement as a new Letter of Understanding:

Letter of Understanding # ___ – Expedited Arbitration Process

Explore opportunities for a letter of understanding outlining a process for expedited arbitration on a mutually agreed upon basis.

UP36 – New Proposal

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