

UFCW Local 401

AND

Cargill Limited

Calgary, AB

(Cargill Case Ready)

Offer of Settlement

Information meetings – February 20, 2020

Ratification Vote – February 21, 2020

This document reflects the changes to the current Collective Agreement only. All other clauses and articles remain the same as they currently are, if they are not referenced here.

Entire Agreement:

Change all references from UFCW Local 1118 to UFCW Local 401

Remove all references to “Business Agent” and replace with “duly authorized Union Representative”

Replace all gender specific pronouns with gender neutral pronouns

ARTICLE 3 – NON-DISCRIMINATION POLICY / HARRASMENT

Section 1: *(Delete current language and replace with)* Neither the Company nor the Union will discriminate against any employee or applicant for employment because of race, colour, sex, sexual orientation, gender, gender identity, gender expression, mental disability, source of income, physical disability, age, religious beliefs, ancestry, place of origin, marital status, or any other ground prohibited by any applicable law.

Section 2: *(Delete current language and replace with)* Harassment of any employee due to that employee’s race, colour, sex sexual orientation, gender, gender identity, gender expression, mental disability, source of income, physical disability, age, religious beliefs, ancestry, place of origin, marital status, or any other ground prohibited by any applicable law is prohibited by this Agreement. Harassment consists of unwelcome conduct whether verbal or physical that is based upon a person’s race, colour, sex, sexual orientation, gender, gender identity, gender expression, mental disability, source of income, physical disability, age, religious beliefs, ancestry, place of origin, martial status, or any other ground prohibited by any applicable law.

Section 5: (NEW) The Company is committed to treating people with dignity and respect in the workplace.

Section 6: (NEW) The Company will abide by all legislated requirements.

Section 7: (NEW) Cargill will not tolerate retaliatory acts against those who, in good faith, provide information or participate in an investigation.

ARTICLE 5 - UNION MEMBERSHIP AND DUES CHECKOFF

Section 7: *(Delete current language and replace with)* The Union will provide written notification to the Company at least fourteen (14) days in advance of any changes in the amount of dues, uniform assessments, and initiation fees and the effective date thereof.

ARTICLE 6 – HOURS OF WORK

Section 1: *(Delete current language and replace with)* The work week for payroll purposes shall start at 12:01 on Sunday and end on midnight Saturday evening.

ARTICLE 7 – SENIORITY

Section 2: Seniority shall be defined as the length of continues service dating from the employees most recent date of hire. Seniority shall be applied on the following basis within the plant:

- First – Department
- Second – Plant

Layoff, recall and promotion will be based on length of service ~~within a department or~~ the plant provided the qualification sand ability to perform then work are sufficient among employees eligible for consideration. Seniority within the plant shall operate within each of the departments as defined in Section 12.

Section 4: In circumstances where hours of work are being reduced the Company shall endeavor to place employees in other jobs or other areas of the plant. The Company shall ~~try to~~ ensure that senior qualified employees are the last to have their hours reduced and the first to have their hours increased.

Section 5: replace two (2) with five (5) working days’ notice for temporary layoffs

Section 8A: Permanent full-time vacancies shall be posted for a period of seven (7) working days, and will state the specific job title, shift, level, department and line number. Employees within the department or plant may bid according to their choice. Jobs shall be awarded to the senior bidder within the plant, with the exception of maintenance department jobs, which will be awarded to the senior bidder within the maintenance department by maintenance department seniority.

Section 8C: ~~Employees who successfully bid into another department will establish seniority in the in the department when they qualify for the job and shall lose all seniority in their previous department. An employee’s department seniority date will be the same as the employee’s plant seniority date.~~

Section 12: Seniority within the plant shall operate within each of the following departments:

- A. Production
- B. Distribution
- C. Maintenance

Section 13: Replace “leadperson” with lead hand

ARTICLE 10 – LEAVE OF ABSENCE

Section 2: *(Delete current language and replace with)* Employees chosen by the Union to attend Union business outside of the plant shall, with permission of the Company’s management, be granted leaves of absence for a period not exceeding thirty (30) days, provided that when feasible such employees give the Company at least five (5) days’ notice in advance of the date such leave is desired. The Company agrees to pay employees for approved Union leaves and bill the Union accordingly for their scheduled hours missed.

ARTICLE 11 – MEALS AND REST PERIODS

Section 1: *(Delete current language and replace with)* Employees will be granted a paid rest period of twenty (20) minutes scheduled during the third (3rd) hour of each workday. A second rest period of fifteen (15) minutes will be paid provided the employee is working more than eight (8) hours and twenty (20) minutes. If the employee is working more than nine (9) hours the second rest period will be taken during the eighth (8th) hour and will be twenty (20) minutes with fifteen (15) minutes paid. A third rest period of fifteen (15) minutes will be paid provided the employee is working more than ten (10) hours and twenty-five (25) minutes. If the employee is working more than eleven (11) hours the third rest period of fifteen (15) minutes will be taken during the tenth (10th) hour of the workday.

Section 2: *(Delete current language and replace with)* Employees will be allowed a thirty (30) minutes unpaid meal period in the sixth (6th) hour of each workday.

ARTICLE 14 – MATERNITY / PARENTAL LEAVE

(Delete current language and replace with) Employees shall be entitled to Maternity Leave consistent with the Alberta Employment Standards Code.

ARTICLE 15 – PARENTAL / ADOPTION LEAVE

(Delete current language and replace with) Employees shall be entitled to Parental and Adoption Leave consistent with the Alberta Employment Standards Code.

ARTICLE 17 – GRIEVANCE PROCEDURE

Section 1: Move to Article 18, Section 1 (renumber accordingly)

Section 3: replace “Human Resource Manager” with “Human Resource Representative”.

Section 3: replace “Complex Manager” with “Plant Manager”

Section 9: Move to Article 18, Section 4

ARTICLE 18 – *(rename to)* UNION ACTIVITIES

ARTICLE 20 – SAFETY

Section 3: (NEW) 3. Each committee must have two (2) co-chairpersons:

- a. Worker co-chair is chosen by the worker members
- b. Employer co-chair is chosen by the Employer members

ARTICLE 21 – GENERAL

Section 1: *(add to end of paragraph)* The Union and the Company will make all reasonable efforts to seek and promote the participation of women in the Maintenance Apprenticeship Program.

ARTICLE 23 – WAGES

Section 2:

January 7, 2019 - \$.35

January 6, 2020 - \$.30

January 4, 2021 - \$.35

January 3, 2022 - \$.45

Retroactivity does not apply to job level increases in Exhibit I.

ARTICLE 24 - BENEFITS

Section 2

Amend the eligibility to the first of the month after 90 calendar days.

Other

After an employee has been on LTD for two years, health and dental coverage will terminate. This change applies to participants that become eligible for LTD after the ratification.

Coverage changes will be limited to life events or during an annual open enrollment process.

Remove termination ages for ETA and STD.

Packaged Benefit Changes (in benefit handbook) – Changes effective June 1, 2020

Major Medical Plan Including Drugs

- Mandatory generic substitution will be required under the Plan unless medical documentation prescribes otherwise.
- Paramedical Services - Remain at \$350. Add in massage for covered providers.

ARTICLE 25 -FLEX WORKERS

Section 6: (NEW) The Company will provide the Union, upon request, the names and duties of all flex workers as well as the full-time employees that the flex workers are assigned to cover.

ARTICLE 27 – TERM OF AGREEMENT

Section 3: Amend December 31, 2018 to December 31, 2022

EXHIBIT I – JOB LEVELS

Base Labour Rate

Traying
Palletizing
Scrapping
Tying
Housekeeping
Deboxing
Trim Separator (**NEW**)

Level 1 (+\$.50)

Wrapper Operator (**Omori, Galaxy**)
Scale Operator

Level 2 (+\$1.00)

Direct Issue (**NEW**)
Custom Order Picker (**NEW**)
Grind Line Formulator (**NEW**)
Sausage Formulator (**NEW**)

Level 3 (+\$1.25)

Machine Operator 1 (Bizerba, Tote/Tower, Robot, TFS, Slicer, Flow Wrapper and Bizerba, Tray Denester) (*Was level 2*)
Knife Skills (*Was level 2*)
Forklift (*Was level 2*)

Level 4 (+\$1.50)

Machine Operator II (Vemag, Mondini, Polyclip) (*Was level 2*)
Saw Operator (*Was level 3*)

Level 5 (+1.75)

Lead Hand (*Was level 4*)

Maintenance

Millwrights
Electricians
Lead Hands – paid \$2.00 per hour more than the rate

EXHIBIT II – 9 HOUR SHIFTS

10. *(Delete current language and replace with)* Employees will be granted a paid rest period of twenty (20) minutes during the second (2nd) hour of the workday. Employees will be granted an thirty (30) minute meal period in the fifth (5th) hour after the start of the shift. Employees will be granted a second rest period of twenty (20) minutes, fifteen (15) minutes paid in the seventh hour. A third rest period of fifteen (15) minutes will be paid provided the employee is working more than ten (10) hours. If the employee is working more than eleven (11) hours the third rest period of fifteen (15) minutes will be taken during the tenth (10th) hour of the workday.

EXHIBIT III – 12 HOUR SHIFTS

5. A. *(Delete current language and replace with)* Employees will be granted a paid rest period of twenty-five (25) minutes in the third (3rd) hour of each workday. A second (2nd) paid rest period of twenty-five (25) minutes will be given during in the ninth (9th) hour of each workday.

5. B. *(Delete current language and replace with)* Employees will be allowed a thirty (30) minute unpaid meal period during the sixth (6th) hour after the start of the shift.

Letters of Understanding

#1 - Transfer Policy – Renew

Significant Cultural Events (NEW)

This letter of understanding is entered into between, the United Food Commercial Workers Union, Local 401 (Union) and Cargill Limited, Calgary Case Ready (Company).

The Company will endeavor to accommodate employees time off for significant cultural events. This should not be construed as a guarantee for time off. The ability to allow employees time off is subject to production requirements.