

# **Employer Offer of Settlement**

**between**

**Cargill Limited, High River, Alberta**

**and**

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

Company Proposal  
November 10, 2021

330 p

**ARTICLE 6 – GUARANTEE**

**6.1 Weekly Guarantee**

Amend section

Unless notified of a layoff on or before Saturday of the prior week, all regular full-time employees will receive a weekly guarantee in the amount of thirty-six (36) hours of work or pay equivalent to thirty-six (36) hours at their regular hourly wage rate of pay each week of employment. The Company may change the weekly guarantee to thirty-two (32) hours pay in a week; not more than fifteen (15) times per contract year, provided the Company gives notice of intent to reduce the guarantee by Friday of the preceding week.

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, cattle supply, strike or boycott by a labour union or other similar group. Holiday pay will be considered part of the thirty-six (36) or the thirty-two (32) hours guaranteed pay, whichever is applicable.

**ARTICLE 8 – WAGES**

**8.1 Pay Progression Scale**

		After 6 months
Production	\$19.55	\$21.25
Maintenance	\$20.55	\$22.15

The hourly rates listed above will be increased during the term of this Agreement as follows:

	Production	Maintenance
The Sunday following ratification	\$2.00/hr (\$23.25/hr)	\$.50/hr (\$22.65/hr)
January 2, 2022	\$.50/hr (\$23.75/hr)	\$.40/hr (\$23.05/hr)
January 1, 2023	\$.50/hr (\$24.25/hr)	\$.40/hr (\$23.45/hr)
January 7, 2024	\$.50/hr (\$24.75/hr)	\$.40/hr (\$23.85/hr)
January 5, 2025	\$.50/hr (\$25.25/hr)	\$.40/hr (\$24.25/hr)
January 4, 2026	\$.50/hr (\$25.75/hr)	\$.40/hr (\$24.65/hr)

Employees paid off the production base will receive \$1.00 retroactive pay for all hours worked since January 3, 2021. Employees paid off the maintenance base will receive \$.50 retroactive pay for all hours worked since January 3, 2021. Retroactive pay only applies to employees employed by the Company as of the date of ratification.

Ratification bonus from last round of bargaining needs to be removed, this is a housekeeping item.

**ARTICLE 13 – BENEFITS**

**Package Proposal (All changes effective January 1, 2022 unless otherwise noted)**

**13.1 Benefits - Insert after first sentence**

Effective January 1, 2022 employee's will pay weekly contributions for all health and welfare benefits. An Employee will select either self coverage or family coverage for health and dental benefits. An employee's weekly contribution for single coverage will be \$3.00 per week. An employee's weekly contribution for family coverage will be \$6.00 per week.

Short-Term Disability

<b>Production Apprentice – Level 3</b>	<b>Production Level 4 and Above</b>	<b>Maintenance</b>
Align to EI Sickness Benefit Weekly Maximum	EI Sickness Benefit Weekly Maximum + \$55	EI Sickness Benefit Weekly Maximum + \$193

Vision Care Plan

Vision care plan \$250 maximum payment per employee, employee's spouse and children every two (2) years. One (1) eye exam per every two (2) years.

Prescription Plan

Dispensing Fee - \$7.00 (Effective January 1, 2023)

**Benefit Booklet Changes**

1. Provide per practitioner coverage of \$350 / year.  
Additional Practitioners not current covered: Naturopath, Massage Therapist, Speech Therapist, Osteopath, Acupuncturist and Audiologist.
2. Provide Psychology at \$2000 / year
3. Terminate health and dental once an employee has been on LTD for two years
4. All dependents must be added to the plan within thirty-one (31) days of a relevant life event.
5. An annual open enrollment period will be implemented to allow employees to make changes to their family status.
6. Remove termination ages for Emergency Travel Insurance and STD
7. Offer Manulife optional Life (up to \$500K) and AD&D (up to \$250K)

**LOU – COVID Bonus**

Upon ratification, the Company will pay all active employees a COVID Bonus in the amount of \$1200 provided the Union and the Company resolve grievance numbers 88, 89, 90, 96 and 121 on a without prejudice / without precedent basis.

If the Company has not specifically addressed a Union proposal our response remains unchanged.

## LEGEND

**Bold lettering** = *this will be new language added to the Collective Agreement.*

~~Crossed-out~~ = *this language will be removed from the Collective Agreement.*

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2.4 **NEW - The Company is committed to treating people with dignity and respect in the workplace.**

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2.5 **NEW - The Company will not tolerate retaliatory acts against those who, in good faith, provide information or participate in an investigation.**

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4.3 Union Dues

Under this Agreement, employees who either are or become members will maintain their membership in the Union in good standing if they pay the regularly prescribed initiation fee, regular Union dues, and periodic assessments uniformly required of all members of the Union in accordance with the provisions of this Agreement. **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.**

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4.6 Dues Remittances and Statements

~~The Company shall by the tenth (10<sup>th</sup>) day of each month remit electronically to the Union the dues deducted for the preceding month, and submit a statement of the names of employees for whom the deductions were made and of the amount or percentage of the employee's wages of each deduction.~~

**Monies deducted during any month shall be forwarded by the Company to the Union not later than the tenth (10<sup>th</sup>) day of the following month and accompanied by a written statement of the names of the employees for whom the deductions were made, total hours for each week, and weekly dues deduction. Dues checkoffs are to be submitted on a four (4) or five (5) week accounting period.**

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

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#### 4.8 Indemnification

The Union shall indemnify and save the Company harmless against any and all claims, demands, suits, or other forms of liability which shall arise out of or by reason of action taken or not taken by the Company in reliance on such authorization cards furnished to the Company by the Union or any employee or for complying with any provision of this Article.

**Every three (3) months, the Company shall meet with the Union, at their request, to review deductions being made on their behalf. The Union will notify the company of any errors or omissions.**

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#### 8.2 *Delete old language under Lead Person Rate and replace with the following:*

**Lead Person Rate: The production lead person rate, (in all divisions except maintenance) shall be seventy-five cents (\$0.75) per hour above highest rate in department providing the lead person is qualified on the highest rated job in the department or level 4 whichever is greater. The maintenance lead hand will be paid seventy-five cents (\$0.75) above their current rate.**

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#### 9.1 Recognized General Holidays

The Company recognizes the following general holidays:

New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, **Heritage Day** (first Monday in August), Labour Day, Thanksgiving Day, Christmas Day, **and Boxing Day (in lieu of Remembrance Day)**

*\*there is still an outstanding Union monetary proposal on this article.*

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#### 10.3 Vacation Pay Entitlement

The amount of pay employees receive for vacation is equal to their gross earnings in the preceding year multiplied by four percent (4%) for two (2) weeks' vacation, six percent (6%) for three (3) weeks' vacation, eight percent (8%) for four (4) weeks' vacation, and **ten percent (10%)** for five (5) weeks' vacation.

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#### 10.5 Deferring Vacation (change title) (delete entire section and replace with)

Employees shall be allowed to defer up to a maximum of one (1) week of any unused vacation into the next anniversary year. Any remaining vacation time not taken beyond this amount will be paid out. ~~Employees cannot waive their unused vacation time, with the exception of deferred time, or draw pay in lieu of vacation time.~~

**Upon ratification, Employees will be paid out any outstanding vacation balance from previous anniversary years, that exceeds five (5) days.**

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~~12.8~~ Seniority on Bid or Transfer

~~When an employee successfully bids or transfers into another department or division, the employee will establish seniority in the new department or division when they qualify for the job, and shall lose all seniority in their previous department or division. The seniority date for the new department or division will be the same as the employee's plant seniority date.~~

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12.13 Recall from Layoff

Subject to the provisions of Section 4 above the Company will recall employees in the reverse order of layoff according to plant seniority. The Company will provide recall notice first by telephone and then by registered mail to the employee's last known postal address on record as furnished by the employee. Notice will be considered received **ten (10)** ~~five (5)~~ working days after the date of mailing.

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20.1 1. It is the intent and purpose of the parties hereto that this Agreement shall promote and **ensure** ~~insure~~ harmonious relations, cooperation and understanding between the Company and its employees, set forth rates of pay and other conditions of employment to be observed between the parties hereto.

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21.1 Employment Opportunities in Maintenance

The Company is not opposed to production employees becoming maintenance employees and, to that end, agrees to post information including necessary skills on available maintenance jobs which becomes open. Interested production employees can submit their qualifications and make their interest in the maintenance job known to the Human Resources Department. If the skills required are less than journeyman trade skills, successful candidates must pass the appropriate apprentice entrance exam, **which will be supported by the Company.** If their qualifications are equal and they meet Company requirements, the entry level maintenance positions will be filled by seniority and may be indentured into the apprenticeship program as set forth in Exhibit F subject

to Company needs. If no successful candidates are found within the bargaining unit, the Company may hire externally. The Union is entitled to review successful candidate qualifications if it is determined that a less senior employee has more qualifications. The Union and the Company will make all reasonable efforts to seek and promote the participation of women in the Maintenance Apprenticeship Program.

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21.7 Union Orientation for New Employees

The Company will grant a duly authorized Union Representative **thirty (30)** ~~fifteen (15)~~ minutes to meet new employees during the new hire orientation.

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21.15 Payroll Errors

The Company's policy will be to issue **an electronic funds transfer (EFT) within two (2) business days** ~~a manual cheque~~ for any company caused pay cheque error or back pay amount greater than \$50.00.

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Exhibit A: Job Level Increases

- Side puller - level 1 to 2
  - Clod puller – level 5 +\$0.50
  - Strip Boner – Level 2 to 3
  - Butt Boner – Level 2 to 3
  - Chuck Boner – Level 3 to 4
  - Drop Insides – Level 3 to 4
  - Collect Aorta – increase to level 1
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EXHIBIT C: Joint Health and Safety Committee (JHSC)

*Delete old language under and replace with the following:*

**1. Composition of Committee:**

**The Joint Health and Safety Committee will be comprised of eight (8) employee members appointed by the Union, and eight (8) non-bargaining unit representatives appointed by the Company. Each committee position will be for a two (2) year term. Employee members shall be appointed from the following areas:**

- A. Slaughter (2 members, 1 member from days, 1 member from nights);**

- B. Fabrication (4 members, 2 members from days, 2 members from nights);
- C. Maintenance (2 members)

The JHSC committee must have two (2) co-chairs which will be rotated on an alternating basis:

- worker co-chair is chosen by the Union from the employee representatives
- employer co-chair is chosen by the Company from the company representatives

## 2. Committee Meetings and Inspections:

The Safety Committee shall meet monthly, on company time, not to exceed two (2) hours and discuss their findings with the General Manager or their designee. The meetings of the Committee will be scheduled by the General Manger or their designee. The committee will determine at the time of their meetings the inspections to be made. In the event that special circumstances require a meeting in excess of two (2) hours, the Committee shall request additional time from the General Manager or their designee. In addition to the monthly meeting of the Safety Committee, one member of the Safety Committee designated by the Union will be allowed time off with pay at least one day per month to tour the plant on a safety inspection. A Safety Committee member designated by the Union from fabrication, slaughter and maintenance will be allowed time off with pay to assist in the safety inspection tour in their respective division.

## 3. Committee Responsibilities:

The responsibilities of the committee shall include but not limited to:

- (a) Investigation of accidents and causes of work related illnesses.
- (b) Notification when OH&S and / or AHS is conducting a tour or inspection of the plant. One (1) employee representative from the committee, designated by the Union will be invited to participate.
- (c) A union steward, who is designated by the Union, as a member of the Safety Committee will be part of any investigation of an on job accident that is a lost time injury. Another representative will be appointed if there is no union steward.
- (d) Participation in the employer's hazard assessment, as contemplated by the *Alberta Occupational Health and Safety Act*, as amended.
- (e) Reviewing of meeting minutes, hazard assessments and other relevant documents deemed necessary.
- (f) Reviewing and promoting of initiatives for education and information concerning health and safety and
- (g) Ensuring and promoting a safe work environment.



The committee's recommendations shall be investigated by Management and the Committee will be advised of the Company action on them within one (1) week.

4. All employee members will receive annual training. Committee Co-Chairs shall be trained in all duties and functions of joint work site health and safety committees. Training will be conducted on company time.
  5. Committee members shall be compensated for participating in meetings and carrying out their agreed upon duties.
  6. The Union Representative will be invited to attend all Joint Health and Safety Committee meetings, as an observer.
  7. All JHSC members will be released from their duties in advance of the regular meetings.
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#### Exhibit D: Ergonomics

2. Ergonomics Team: The Company and the Union will form a plant wide ergonomics team comprised of the Safety Manager or their designate and two (2) hourly employees designated by the safety committee. Additionally, the committee shall include a full-time ergonomic monitor. ~~jointly selected by the Company and the Union.~~
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#### Letter of Understanding #3 – Temporary Foreign Workers

This Letter of Understanding is made and entered into between Cargill Limited, High River Division ("the Company") and the United Food and Commercial Workers Canada Union Local No. 401 ("the Union"). This Agreement shall be made an integral part of the Collective Agreement.

#### Intent and Cooperation

The Company recognizes the role and contribution of international recruitment to the success of its business and affirms that the recruitment of foreign workers through Federal and/or Provincial government programs is supplemental to the hiring of domestic workers (i.e. Canadian Citizens, Permanent Residents, etc.) and not a replacement thereof.

With consideration for the foregoing, the Company and the Union commit to cooperating in providing opportunities for foreign workers to more permanently retain their employment and status in Canada through foreign worker permits and/or programs and to seek out and provide options for foreign workers to, ultimately, attain permanent employment status with the Company and/or Permanent Residency in Canada through **the available Provincial and Federal programs.** ~~programs such as the Alberta Immigrant Nominee Program (AINP).~~

To facilitate the foreign recruitment process, the Company and the Union agree to establish a local joint committee (described below) that will enable the parties to welcome and assist foreign workers as they integrate and navigate their new workplace and community. It shall also be the mandate of the joint committee to deal with challenges related to this Letter of Understanding.

1. Applicable Laws

The Company and the Union recognize that immigrant worker programs are subject to Federal and Provincial government requirements and conditions that may change over time. Nothing in this agreement shall contravene legislation.

2. Information

The Company will notify and request the Union’s support for each Labour Market Impact Assessment (LMIA) approval request. The Union will not unduly withhold its support. The Company will communicate openly with the Union regarding the confirmation of LMIA’s, the number of international recruits requested on each application; the scheduled dates, times, and locations of worker arrivals; and will maintain a list of all international recruits.

3. Housing

Conditions and Standards: ***The company will ensure each TFW has housing that is for TFWs will be affordable and proper. and arranged by the Company.*** All TFW housing will meet or exceed minimum housing standards as outlined by the relevant regulatory body. Full furnishings for housing will be included, ***where it is not already provided.***

Rent and Utilities: The amount of rent payable per tenant will be consistent with any government guidelines and will include heat, water, power and basic internet service. Cable television and telephone services will not be covered by the Company.

Damage Deposit: The Company will secure the housing for the employee and pay the ~~necessary~~ damage deposit, ***if applicable,*** on the employee’s behalf. The Company will then be authorized to deduct fifty-dollars (\$50.00) off of each cheque until the total amount of the damage deposit has been recovered.

4. Language Training

The provision of an accessible English Language Learning Program (if required according to assessments) shall be facilitated by the Company ~~in compliance with the Alberta Immigrant Nominee Program (AINP) requirements.~~ ***if necessary to enable the individual to attain the required English competency set by the permanent residency stream the individual is pursuing.***

5. Travel

In all cases, the Company will provide return transportation to/from a TFW's country of origin, as per **agreements between the Company and the applicable foreign government agencies** Employment and Social Development Canada (ESDC) requirements.

The Company will provide a TFW with no less than **seven (7)** ~~fourteen (14)~~ days' written notice of any arrangements made on their behalf for travel within thirty (30) days of the last day worked, unless otherwise dictated by the government. During this time, the TFW may advise the Company of any reasonable changes they wish to make to the itinerary. After thirty (30) days the Company will no longer be held responsible for the TFW's return transportation.

6. Medical Care

The Company will ensure health care is accessible to TFWs upon arrival and for the duration of their participation in the Program. If necessary, the Company will ~~make arrangements with a local physician for this purpose~~ **provide temporary health coverage by the Company's benefit provider until provincial and extended benefits take effect.**

All TFWs will be issued Alberta Health Care Cards, and the process for receiving such documents from the Alberta Health Care Insurance Plan (AHCIP) shall be facilitated by the Company. ~~If medical care is required prior to a TFW receiving an Alberta Health Care Card, the Company will arrange for any attending medical care providers to invoice, and have the Company pay, for any such medical costs. The Company may, in turn, seek reimbursement for any such charges from AHCIP or the medical insurance provider.~~

7. Payroll Deductions

The Company will ensure that information is presented and explained in reference to all payroll deductions (Taxes, CPP, EI, Union Dues, etc.), rates of pay, and pay progressions prior to the individual's signature of the employment contract.

8. Program Candidacy

All foreign recruitment efforts shall be premised upon ensuring participants will be suitable candidates for the **available Provincial and Federal Permanent Residency streams** AINP and will have the reasonable opportunity to achieve permanent residency in Canada.

Cargill Limited will **take all reasonable steps to ensure that** ~~put forth~~ all TFW's **applications** ~~as candidates for entrance into the AINP or equivalent~~ **applicable Permanent Residency stream are submitted no earlier than three (3) months** ~~as soon as possible but not later than six (6) months under special circumstances~~ after each candidate's arrival in Canada **unless the stream has an alternate timeline**. The immigration and residency requirements and process will be explained to each TFW upon arrival, and the Company will make available literature to further explain the process to participants, their relatives, and/or dependents.

9. Program Changes

In the event of government changes or termination of the Temporary Foreign Worker Program or **there is no access** ~~the Alberta Immigrant Nominee Program~~ such that the ~~possibility~~ for TFWs to attain permanent residency status in Canada is ~~ended~~ or severely hindered, this initiative will be opened for review.

10. Termination

Any TFW in the AINP **with an IRCC (Immigration, Refugee and Citizenship Canada) file number** who is terminated will not have notice of termination sent to government officials or Consulates until such time as the conclusion of the 3<sup>rd</sup> Step Grievance Meeting, as outlined in Article 20 of this Collective Agreement.

11. Joint Committee

To support these processes, as long as a foreign recruitment initiative is in place, a joint Temporary Foreign Worker Committee will operate. The Company and the Union will each identify up to two (2) persons each to serve on this committee, and the purpose of this committee will be as follows:

- (a) Meet **on a mutually agreed to interval** ~~following the date of ratification and no less than bi-monthly thereafter~~ to collaboratively address issues that may arise on specific cases and on the initiative as a whole;
- (b) Assist ~~nominated~~ candidates with information about the AINP and **available Permanent Residency streams and** application processes;
- (c) If changes are made to the any Federal or Provincial government program, the Company and the Union shall meet to discuss whether the changes necessitate any amendments to the functionality of this committee.

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ARTICLE – To be determined.

**HAZMAT TEAM**

The Company will maintain a HAZMAT team, that will be comprised of both bargaining and non-bargaining unit employees. Some members will be assigned to the team as part of their position. Volunteers will be encouraged to participate to ensure departmental representation from all areas of the plant. The Company will provide all appropriate training during working hours. Employees are expected to maintain qualifications for the team, which for responders will include but not limited to a medical and fit test.