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**EMPLOYER INGOING NON-MONETARY COLLECTIVE BARGAINING PROPOSAL
("INGOING PROPOSAL")**

For Renewal of Collective Agreement Between:

UNITED FOOD AND COMMERCIAL WORKERS LOCAL 401 (the "UNION")

-and-

CARGILL LIMITED (the "EMPLOYER")

Dated for reference: July 25, 2023

Introduction:

- The Employer Bargaining Committee has the authority to negotiate a collective agreement, subject to ratification by the Employer's principals.
- The proposals outlined in this Ingoing Proposal are presented on a without prejudice basis as a package offer. Where the package is not accepted as a whole and/or the remaining outstanding matters are not resolved through negotiations, none of the specific provisions of this package are to be considered agreed, unless and until specifically stated otherwise. Where a matter is tentatively agreed to, it is subject to agreement on all other provisions.
- The Employer reserves the right to correct any errors or omissions.
- The Employer reserves the right to introduce new proposals and/or change or withdraw any of its proposals in response to proposals brought forward by the Union or in response to issues that arise as a result of collective bargaining discussions.
- This proposal and all subsequent positions and proposals advanced by the Employer during negotiations are and will be made in the interests of a settlement of a Collective Agreement. If this result is not achieved, the Employer reserves the right to review its position and amend and or recede from all collective bargaining issues and or positions that have not been signed off by the parties.
- Only articles where changes are proposed to the prior collective agreement are included in this proposal.
- Monetary proposals are not included at this time. The Employer will table monetary proposals at an appropriate time.

EP 1; Re: Article 3 - Non-Discrimination Policy/Harassment	
Article	Language
3.3	<i>Amend current language to read as follows:</i> The Company will not tolerate harassing conduct that interferes <i>unreasonably</i> with an individual's work performance, or that creates an intimidating, hostile, or offensive work environment.
Notes:	
Date Agreed to: __/__/__ Date Amended and Agreed to: __/__/__ Date Withdrawn: __/__/__	

EP 2; Re: Article 6 - Hours of Work	
Article	Language
6.8	<p><i>Amend from current to revised language:</i></p> <p>Current:</p> <p>For employees working an eight (8) hour shift, work beyond twelve (12) hours per day is voluntary except in emergencies.</p> <p>Revised:</p> <p>Hours of work will be confined within a period of 12 consecutive hours in any one work day except in the event that (a) the employee consents to work additional hours or (b) an accident occurs, urgent work is necessary, or other unforeseeable or unpreventable circumstances occur.</p>
<p>Notes: The Employer's proposal is to amend the language to apply to all shift lengths and provide language that is consistent with the <i>Employment Standards Code</i> - Reference: Sections 16(1) and 16(3).</p>	
<p>Date Agreed to: __/__/__ Date Amended and Agreed to: __/__/__ Date Withdrawn: __/__/__</p>	

EP 3; Re: Article 7 - Seniority	
Article	Language
7.1	<p><i>Amend from current language to revised:</i></p> <p>Current:</p> <p>All employees shall be on probation for fifty (50) days worked from the date of last hire; however, the probationary period shall be extended to eighty (80) days worked if the Company gives written notice to the Union and the employee during the first fifty (50) days worked stating the reason for the extension and the probationary period will be extended by time spent on modified duty. During the probationary period the Company may terminate an employee for any reason at Its discretion which shall not be subject to a grievance under the grievance procedure however the Company shall not act in a manner that is arbitrary, discriminatory, or in bad faith. During probation employees have no seniority rights other than those specifically set forth in this Agreement.</p> <p>Revised:</p> <p>All employees shall serve a probationary period of 480 working hours from the date of last hire. The probationary period shall be extended to 800 working hours if the Company gives written notice to the Union and the employee during the first 480 working hours stating the reason for the extension. In addition, the probationary period shall be automatically extended by the number of hours an employee spends working on modified duty during the probationary period.</p> <p>During the probationary period, the Company may terminate an employee at its sole discretion and for any reason which shall not be subject to a grievance under the grievance procedure. The Company shall not act in a manner that is arbitrary discriminatory or in bad faith. During the probationary period an employee shall have no seniority rights other than those specifically set forth in this Agreement.</p>
<p>Notes: The Employer's proposal is to change the probationary period to reflect hours worked rather than days worked. In light of the various possible shift lengths this will create consistency for all employees and be easier to administer.</p>	
<p>Date Agreed to: ___/___/___ Date Amended and Agreed to: ___/___/___ Date Withdrawn: ___/___/___</p>	

EP 4; Re: Article 7 - Seniority	
Article	Language
7.8	<p><i>Amend current language to read as follows:</i></p> <p><u>Job Bidding.</u></p> <p>A. Permanent full-time vacancies shall be posted for a period of seven (7) working days, and will state the specific job title, shift, level, <u>and</u> department,<u>and</u> <u>line number.</u> Employees within the department or Plant may bid according to their choice. Jobs shall be awarded to the senior bidder within the Plant, <u>with the exception of flexible employees who will be considered only if there are no other candidates, and</u> with the exception of maintenance department jobs, which will be awarded to the senior bidder within the maintenance department by maintenance department seniority. <u>If no candidate is found within the bargaining unit, the Company may hire externally.</u></p>
<p>Notes: Cargill's proposal is to eliminate job ownership by line. Ownership by line causes hardship to the business and creates an inflated need for flexible employees. The business is dynamic and customers need flexibility. Allowing employees to bump onto different lines causes a constant rotation of open positions that impedes operations. As a corollary to the elimination of line ownership, the Employer would be in a position to convert a significant portion of current flexible employees to regular employees.</p>	
<p>Date Agreed to: __/__/__ Date Amended and Agreed to: __/__/__ Date Withdrawn: __/__/__</p>	

EP 5; Re: Article 7- Seniority	
Article	Language
7.13	<p><i>Amend current language to read as follows:</i></p> <p>Any employees promoted to a <u>permanent</u> Company position outside of the bargaining unit covered by this Agreement shall retain all of their seniority for a period of ninety (90) days following the date of their promotion. Employees who were promoted to a supervisory position and return to the bargaining unit within the ninety (90) day period shall return to their previous department and displace the least senior employee in the department with the exception of employees who were in a trainer or lead hand positions who shall return to their previous trainer or lead hand positions in their department.</p> <p><u>Any employee promoted to a definite term Company position outside of the bargaining unit covered by this Agreement shall retain all of their seniority for the period of the temporary or definite term position. Employees returning to the bargaining unit at the end of a definite term shall return to their previous department and displace the least senior employee in the department with the exception of employees who were in a trainer or lead hand positions who shall return to their previous trainer or lead hand positions in their department.</u></p>
<p>Notes: The Employer's proposal is to add language to cover employees promoted for a definite term. Employees who are promoted for a definite term should have the right to return to their position at the end of the term.</p>	
<p>Date Agreed to: __/__/__ Date Amended and Agreed to: __/__/__ Date Withdrawn: __/__/__</p>	

EP 6; Re: Article 8 - Vacation	
Article	Language
8.1	<p><i>Amend current language to read as follows:</i></p> <p><u>In this Article, Vacation Year is defined as the period from January 1st to December 31st. The December 31st preceding a Vacation Year will be the common anniversary date for determining years of service for the purposes of vacation credit.</u></p> <p><u>An employee shall earn vacation credits in a Vacation Year as follows:</u></p> <ul style="list-style-type: none"><u>(a) Employees who complete their first partial Vacation Year of continuous service with the Company will be granted a pro-rated paid vacation (based on two (2) weeks of paid vacation per Vacation Year), which may be taken at any time, with Management approval, during the first (1st) full Vacation Year.</u><u>(b) Employees who complete one (1) full Vacation Year of continuous service with the Company will be granted two (2) weeks of paid vacation, which may be taken at any time, with Management approval, during the second (2nd) Vacation Year of service;.</u><u>(c) Employees who complete five (5) full Vacation Years of continuous service will be granted three (3) weeks of paid vacation;.</u><u>(d) Employees who complete ten (10) full Vacation Years of continuous service will be granted four (4) weeks of paid vacation; and.</u><u>(b)e) Employees who complete twenty (20) full Vacation Years of continuous service will be granted five (5) weeks of paid vacation.</u>
<p>Notes: The Employer proposal is to clarify that years of service for the purposes of vacation entitlement is calculated based upon the calendar year of service. It creates an administrative burden to calculate years of service for the purposes of vacation entitlement based upon each employee's date of hire. In addition, minor language changes are required for clean-up and to create consistency.</p>	
<p>Date Agreed to: __/__/__ Date Amended and Agreed to: __/__/__ Date Withdrawn: __/__/__</p>	

EP 7; Re: Article 8 - Vacation	
Article	Language
8.3	<p><i>Amend from current to revised language:</i></p> <p>Current:</p> <p>The vacation will be scheduled as far in advance as possible at a time specified by the employee. It is recognized, however, that the Company must approve the vacation schedule in order to insure regular and efficient production. A vacation schedule shall be prepared and posted by April 15th of each year. Employees will be given their preference of vacation based on department seniority provided the choice is made prior to April 1st. After April 1st, a senior employee may not change their choice if it interferes with another employee's choice. Employees may sign up for vacation preferences by seniority from March 1st through March 31st. The vacation sign up calendar will be posted or made available to employees during the March 1st to March 31st time period so that employees can determine the week(s) that are available to them by their seniority.</p> <p>Revised:</p> <p>Vacation must be scheduled as far in advance as possible at a time specified by the employee. It is recognized, however, that the Company must approve the vacation schedule in order to ensure regular and efficient production.</p> <p>Employees may schedule vacation by seniority from March 1st through March 31st. The vacation sign up calendar will be posted or made available to employees during the March 1st to March 31st time period so that employees can determine the week(s) that are available to them by their seniority.</p> <p>Employees will be given their preference of vacation based on department seniority provided the request is made prior to April 1st. After April 1st, a senior employee may not change the date of their scheduled vacation if it interferes with another employee's scheduled vacation. In any event, after April 1st, each employee may change the dates of their scheduled vacation a maximum of two (2) times. Any additional changes are subject to the discretion of the Employer.</p> <p>A vacation schedule shall be prepared and posted by April 15th of each year.</p>
<p>Notes: The Employer's proposal is to add a maximum number of vacation date changes - 2 . Changes beyond the maximum would be at the discretion of the Employer. The Employer wishes to discourage employees repeated vacation changes. It creates an administrative burden for the Employer to manage multiple vacation change requests</p>	

EP 7; Re: Article 8 - Vacation	
Article	Language
	for each employee. In addition, minor language changes are required for clean-up and to create consistency.
Date Agreed to: __/__/__ Date Amended and Agreed to: __/__/__ Date Withdrawn: __/__/__	

EP 8; Re: Article 8 - Vacation	
Article	Language
8.5	<p><i>Strike Article 8.5 from Agreement:</i></p> <p>Employees who file a timely request therefore shall receive their vacation pay at the beginning of their vacation period.</p>
<p>Notes: The Employer proposal is to strike this section because vacation pay is now paid based on a weekly payroll cycle. As vacation pay is no longer paid in advance, this section is no longer applicable.</p>	
<p>Date Agreed to: __/__/__ Date Amended and Agreed to: __/__/__ Date Withdrawn: __/__/__</p>	

EP 9; Re: Article 9 – Holidays	
Article	Language
9.1	<p><i>Amend the current language to read as follows:</i></p> <p>The following paid holidays are observed The following days are General Holidays: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, First Monday in August, Labour Day, Thanksgiving Day, Boxing Day, and Christmas Day.</p> <p>Employees that wish to observe Remembrance Day, the Company will endeavour to allow up to ten (10%) percent of the workforce to take an unpaid leave of absence on that day.</p>
Notes: Minor change to change language consistently to "general" holidays.	
Date Agreed to: __/__/__ Date Amended and Agreed to: __/__/__ Date Withdrawn: __/__/__	

EP 10; Re: Article 10 - Leave of Absence	
Article	Language
10.4	<i>Strike Article 10.4 from Agreement:</i> Time off for Union business will be counted as hours worked for the purpose of computing overtime providing that such time off has been previously approved by the Company.
Notes:	
Date Agreed to: __/__/__ Date Amended and Agreed to: __/__/__ Date Withdrawn: __/__/__	

EP 11; Re: Article 18 - Union Activities	
Article	Language
18.1	<p><i>Amend the current language to the revised language below:</i></p> <p>Current:</p> <p>The Union shall designate a reasonable number of Stewards for each department and the Company shall be advised in writing of the names of such Stewards and the department each Steward will represent. Only such Stewards as are so named shall be recognized.</p> <p>Revised:</p> <p>The Union shall designate three (3) Stewards per shift in Production, one (1) Steward per shift in Warehouse, and one (1) Steward per shift in Maintenance. The Company shall be advised in writing of the names of such Stewards and the department each Steward will represent. Only such Stewards as are so named shall be recognized.</p>
<p>Notes: The Employer's proposal is for the Union to designate a specific number of stewards per department/shift.</p>	
<p>Date Agreed to: __/__/__ Date Amended and Agreed to: __/__/__ Date Withdrawn: __/__/__</p>	

EP 12; Re: Article 21 - General	
Article	Language
21.10	<p><i>Strike Article 21.10 from Agreement:</i></p> <p>When an employee is transferred to work where the job rate is lower, as a direct result of the introduction of new equipment or where an employee remains on a job reduced in value following a technological change, their level rate will not be reduced for a period of one (1) year. However, in the event the employee bids to a new position they will be paid the applicable rate of pay for that position.</p>
Notes:	
Date Agreed to: __/__/__ Date Amended and Agreed to: __/__/__ Date Withdrawn: __/__/__	

EP 13; Re: Article 25 – Flexible Employees	
Article	Language
Title	<i>The use of flexible employees could be significantly amended/reduced if line ownership is eliminated or decreased. In any event, amendments are required to simplify the language and better reflect the intention of the parties. Amend the current language as follows:</i>
25.1	<p>ARTICLE 25</p> <p>FLEXIBLE EMPLOYEES</p> <p>Flexible employees work group is comprised ofare permanent part-time employees who commit to work a minimum of four (4) shifts bi-weekly through a posted schedule. The purpose of flexible employees is flexible work group is to supplement the full-time employee not to permanently replace. <u>to meet the variable needs of the business.</u></p> <ul style="list-style-type: none">• _____ A) <u>The schedule for flexible employees will be posted weekly.</u>• _____ B) <u>Flexible employees may express preference for available shifts based on seniority. This is not a guarantee of work.</u>• _____ <u>The assignment of open shifts will be based on the employee's preference and in accordance with the employee's seniority; the employee's preference is limited to available shifts. This is not a guarantee of work.</u>• _____ C) <u>Where available shifts remain open after taking into account employee seniority preference, junior flexible employees will be assigned to the available shifts by reverse seniority. the junior employees, in reverse order are assigned to the open shifts.</u>• _____ D) <u>Temporary vacancies of longer than 6 months as that are the result of a full-time employee being on vacation, short term disability, long term disability, maternity leave, or unpaid leaves of absences will be posted for the flexible employees work group and awarded by seniority. The flexible part-time employee must commit to working in this position for the duration of the opening.</u>
25.2	
25.3	<ul style="list-style-type: none">• _____ E) <u>At the discretion of the Company, temporary vacancies of less than 6 months that are the result of a full-time employee being on vacation, short-term disability, or other leaves, may be assigned</u>

EP 13; Re: Article 25 - Flexible Employees	
Article	Language
25.4	<p>based on seniority as described in (B) and (C) above or many be posted in accordance with (D) above.</p> <p>A flexible employee worker will be paid the applicable rate of pay for the job performed. A flexible employee worker will receive no benefits except for WCB, CPP, EI, and Vacation Pay.</p>
25.5	<p>Flexible employees will be paid Time and one-half (1½x) for all hours will be paid for all hours worked in excess of forty (40) hours per week or nine (9) hours per day.</p> <p>A flexible workers' probationary period will be five hundred (500) hours. The flexible employee-workers' seniority list shall be separate from the regular full-time seniority list. This list shall show the total number amount of hours worked for each part-time flexible employee. This list shall be posted quarterly.</p>
25.6	<p>When posting from part-time flexible to regular full-time, an employee's seniority shall be converted from total hours to days of seniority on the full-time seniority list; (i.e. employee with eight hundred (800) hours will equal twenty (20) weeks of full-time seniority. The seniority date will be twenty (20) weeks prior to being awarded the job).</p> <p>When posting from regular full-time to flexible part-time status, an employee's full-time seniority shall freeze, effective the first flexible part-time shift. No regular full-time seniority shall be carried to the flexible part-time seniority list.</p> <p>The Company may hire up to fifteen (15%) percent of the workforce as part of the flexible workforce.</p> <p>The Company will provide the Union, upon request, the names and duties of all flexible employees as well as the any regular full-time employees that the flexible workers are assigned to cover.</p>

EP 13; Re: Article 25 - Flexible Employees	
Article	Language
<p>Note: In addition, the Employer's proposal is to discuss the way the Employer uses flexible employees as a corollary to the line ownership issue. If line ownership is eliminated then the Employer may be prepared to convert a large number of flexible employees to regular employees.</p>	
Date Agreed to: __/__/__ Date Amended and Agreed to: __/__/__ Date Withdrawn: __/__/__	

EP 14; Re: Exhibit II - 9 Hour Shifts	
Article	Language
Exhibit II	TBD if agreement in principle can be reached.
Notes: The Employer's view is that it is not sensible to have LOUs that repeat many of the same provisions of the collective agreement for each different shift length. Our proposal is to incorporate all shift lengths into the collective agreement. In addition, the Employer is likely to move to a five day operation and require a new 10 hour shift.	
Date Agreed to: __/__/__ Date Amended and Agreed to: __/__/__ Date Withdrawn: __/__/__	

EP 15; Re: Exhibit III - 12 Hour Shifts LOA	
Article	Language
Exhibit III	TBD if agreement in principle can be reached.
Notes: The Employer's view is that it is not sensible to have LOUs that repeat many of the same provisions of the collective agreement for each different shift length. Our proposal is to incorporate all shift lengths into the collective agreement. In addition, the Employer is likely to move to a five day operation and require a new 10 hour shift.	
Date Agreed to: __/__/__ Date Amended and Agreed to: __/__/__ Date Withdrawn: __/__/__	

EP 16; Re: LOU #1 - Transfer Policy	
Article	Language
LOU #1	Eliminate LOU #1 - Transfer Policy
Notes: No longer applicable.	
Date Agreed to: __/__/__ Date Amended and Agreed to: __/__/__ Date Withdrawn: __/__/__	