

UNION PROPOSALS BETWEEN

Cargill Case Ready

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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The following represent the Union's proposed amendments to the existing Collective Bargaining Agreement and are presented without prejudice to the Union's interpretation of the Collective Bargaining Agreement and without prejudice to any present and/or future grievances, arbitration hearings and/or any complaints or hearings pursuant to any tribunal, court, administrative, or regulatory body.

The Union reserves the right to add, amend or delete proposals.

Proposals presented herein are only those which the Union considers outstanding; all proposals agreed or withdrawn are noted in the Proposal Tracking Sheet appended to the end of this document.

Changes to existing language are herein represented as follows:

Bolded text: add bolded text as new language in the Agreement;

~~Struck-through text:~~ remove struck through language from the Agreement. Language that is not struck-through remains unchanged in the Agreement.

All errors and omissions are excluded.

UP1 – Article 1 – Recognition

Add new the following language to the Collective Agreement as additions to Article 1:

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.

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.

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 4 – Managements Rights

Amend the current language under Article 4, Section 4 as follows:

Section 4: Explore opportunities to resolve issues with this clause. Additional language may follow.

The Company reserves the right to contract out, transfer, or assign, in whole or in part, any of the operations, procedures, or services performed by employees to any person or firm. Both parties agree, however, to minimize the effects of subcontracting generally on the job security of employees and will work to that end. The Company will ~~not notify the Union when it decides to~~ subcontract bargaining unit work. If the Union requests, the parties will meet to discuss the effects of the Company's decision on the job security of employees.

UP3 – Article 5 – Union Membership and Dues Checkoff

Amend the current language under the following Sections of Article 5 to read as follows:

Section 2: All employees shall, as a condition of employment, become members of the Union ~~within ten (10) days following the date of their employment~~ and shall thereafter maintain membership in the Union in good standing. The Company will procure from all such employees the necessary membership applications and membership in the Union shall be granted within the above mentioned **five (5)** ~~ten (10)~~ day period.

Section 3: 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.**

Section 6: ~~The Company shall by the tenth (10th) day of each month remit to the Union the dues deducted for the preceding month, and a written statement of the names of the 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 (10th) day of the following month and accompanied by a written statement of the names of the employees for whom the deductions were made, total regular hours for each week, and regular dues, initiation fees and assessments. 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.

Section 8: 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.

UP4 – Article 5 – Union Membership and Dues Checkoff

Add new the following language to Article 5 of the Collective Agreement as a new Section 10:

Section 10: 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.**

UP5 – Article 6 – Hours of Work

Explore opportunities to resolve issues around hours of work, weekly payroll cut off, and the usage and locations of 8, 9, and 12 hour shift language.

Additional language may follow.

UP6 – Article 6 – Hours of Work

Amend the current language in the follow Sections of Article 6 to read as follows:

Section 2: Hours of work shall be scheduled in line with production requirements and employees will be given the following notices of schedule changes in writing except when such change is due to circumstances beyond the control of the Company.

- A. **Seventy-two (72)** ~~Twenty-four (24)~~ hours of notice prior to a change in shift starting
- B. Notice of sixth (6th) day work **by noon**, three (3) days prior
- C. Notice of shift change one (1) week prior to the effective day of the change.
- D. Notice of start times for all jobs.

Section 3: Time and one-half (1½x) will be paid for all hours worked in excess of forty (40) in any one (1) week or eight (8) hours in any one (1) day except for employees who are regularly scheduled to work a twelve (12) hour shift per day in which event they will be paid time and one-half (1½x) over forty (40) hours in any one (1) week. ~~or twelve (12) hours in any one (1) day.~~

Employees will be paid time and one-half (1½x) for all work performed on an employee's first (1st) scheduled day off.

Section 4: Employees will be paid double (2x) time for work performed on their seventh (7th) consecutive day of work. ~~within the work week provided they have worked on the first (1st) six (6) days for the work week.~~

Employees will be paid double time (2X) for all work performed on an employee's second (2nd) scheduled day off.

In the event that regularly scheduled maintenance employees working four (4) twelve (12) shifts are required to work on their second (2nd) scheduled day off they will be paid at double (2x) time. Work on their other scheduled days off shall be at time and one half (1½x).

Section 8: ~~For employees working an eight (8) hour shift,~~ Work beyond twelve (12) hours per day is **not permitted** ~~voluntary~~ except in emergencies. **The company will pay two (2X) times the employee's regular hourly rate of pay for all work performed in excess of twelve (12) hours in a day.**

UP7 – Article 6 – Hours of Work

Add new the following language to the Collective Agreement as new Sections under Article 6:

Section 9: NEW - Production Forecasts: The Company will post upcoming products and production numbers 3 days in advance.

Section 10: New - Weekly Guarantee

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.

UP8 – Article 7 – Seniority

Amend the current language to read as follows:

Section 1: 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 **but will provide the employee with the reason in writing upon termination. While the termination** which shall not be subject to a grievance under the grievance procedure **a Union Representative shall be present at the time of the termination.** ~~however the~~ 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.

UP9 – Article 7 – Seniority

Discuss and explore opportunities to resolve issues with Article 7 – Section 8:

Section 8: Job Bidding.

- 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, 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.

- B. The successful bidder on the job posting will be required to accept the job. Job bidders accepting the job posting shall make a sincere effort to learn the job; however, in the event they cannot, in the judgment of the Company, perform the work in a satisfactory manner, the bidders shall be permitted to return to their former job. A reasonable trial period to learn the job is usually two (2) weeks. However, the trial period may be less than two (2) weeks, or in some cases, more than two (2) weeks as circumstances require. All successful bidders who are not moved within thirty (30) calendar days of the job bid award will be paid the rate of such job, for upward movement. In the event of a downward or lateral movement, the employee will be paid the rate of the job they are performing plus fifty (\$0.50) cents per hour if not moved within thirty (30) days. Successful bidders will be moved within ninety (90) days of the date of the job bid award. Employees will not be disqualified from a job merely for the purposes of avoiding penalty pay as set forth in this section. Job bidders who voluntarily forfeit the job before they become qualified will be allowed to return to their former job, but will not be allowed to bid for six (6) months.
- C. In any event, employees are limited to two (2) bids in any calendar year.
- D. Employees temporarily assigned to a job having a lower rate of pay than their regular rate will receive *their* regular rate while performing such job except in the cases of modified duty due to health reasons for work related injuries or illnesses they receive the rate until it is medically determined they can no longer perform the job permanently. This will not apply when employees are assigned to a lower-rated job in accordance with their seniority, as a result of a change in the department or Plant operations. This will also not apply where, in accordance with seniority, an employee is recalled after a

layoff and assigned to a lower-rated job than that held prior to layoff.

- E. Employees temporarily assigned to a job having a higher rate than their regular rate will receive the higher rate if performing qualified work.
- F. Employees shall be paid the level of the job as soon as they are qualified to perform the job.
- G. An employee is deemed qualified when they can perform the job regularly without instruction or assistance.

UP10 – Article 7 – Seniority

Explore opportunities to resolve issues with seniority and overtime posting and selection processes.

Additional language may follow.

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

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

Section 15: Assignments of work outside of an employee's department will be offered to the most senior qualified employee(s).

The Company will follow the policy of "senior may, junior must". If no junior qualified employee(s) are available to perform the work, the senior qualified employee(s) will be required to perform the work. This language does not apply if the Company determines that all

employees from a department are needed to perform work in another department(s).

Overtime work shall be offered to the most senior qualified employee. The Company will follow the policy of "senior employee may, junior must". If no junior qualified employee(s) is available to perform the work, the senior qualified employee(s) will be required to perform the work. This language will not apply if the Company determines that it needs all employees to work the overtime in question.

UP11 – Article 8 – Vacation

Explore opportunities to resolve all issues with the scheduling of vacation. Additional language may follow. Additionally, Amend the current language in Section 3, 4, and 7 as follows:

Section 3: 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. **Once approved, the employee will receive written confirmation of the approved vacation, within five (5) working days.**

Section 4: ~~Vacation may not be carried over from one year to another.~~
Employees shall be allowed to carry over up to two (2) weeks of any unused vacation into the next year. Any remaining vacation time not taken beyond this amount will be paid out.

Section 7: For vacation submitted after April 1st of each year, vacation will be based on first come, first serve basis. **The Company will provide the employee a response either approving or providing a reason for the denial of the request within five (5) working days.**
~~Upon submission, the Company will respond to the employee within fourteen (14) days.~~

UP12 – Article 9 – Holidays

Amend the current language to include National Truth and Reconciliation Day as follows:

Section 1: The following paid holidays are observed: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, First Monday in August, Labour Day, **National Truth and Reconciliation Day**, Thanksgiving Day, Boxing Day, and Christmas Day.

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.

UP13 – Article 9 – Holidays

Add new the following language to the Collective Agreement as new Section under Article 9:

Section 6: 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.

UP14 – Article 10 – Leave of Absence

Add new the following language to the Collective Agreement as a new Section under Article 10:

Section 5: Personal and Family Responsibility Leave

An employee can take up to five (5) days of unpaid personal and family responsibility leave in each calendar year. Any leave days not used by an employee cannot be carried over into a new calendar year.

UP15 – Article 10 – Leave of Absence

Add new the following language to the Collective Agreement as a new Section under Article 10:

Section 6: Sick Leave

Employees will be entitled to ten (10) paid sick days per year.

UP16 – Article 11 – Meals and Rest Periods

Explore opportunities to resolve issues around breaks for all shifts and departments.

Language may follow.

UP17 – Article 11 – Meals and Rest Periods

Add new the following language to the Collective Agreement under Article 11:

Section 4: Bathroom breaks – The Company agrees that using the bathroom is a human right. Further, the Company will allow employees to use the bathroom facilities as needed.

UP18 – Article 11 – Meals and Rest Periods

Add new the following language to the Collective Agreement under Article 11:

Section 5: New - The Employer shall not permit employees to work through their breaks and rest periods.

UP19 – Article 13 – Bereavement Leave

Amend the current language to read as follows:

~~Section 1: The Company will grant regular full-time employees scheduled for work paid leaves of absence to make arrangements for and attend the funeral or memorial service of immediate family members or bereavement upon proof of the death of an immediate family member as defined in this Article.~~

~~Section 2: The Company will pay up to a maximum of twenty-four (24) hours at the employee's regular hourly rate for time lost on regularly scheduled consecutive work days which fall on three (3) consecutive days, one of which must be the day of the funeral or memorial service when possible for a spouse, child, step-child, parents, step-parent, brother, sister, mother-in-law, father-in-law, sister-in-law, or brother-in-law.~~

~~Section 3: The Company will pay up to a maximum of eight (8) hours at the employee's regular hourly rate for time lost on a regularly scheduled workday which falls on the day of the funeral of either the employee's or the employee's spouse's natural grandparents.~~

~~Section 4: To receive a paid leave of absence under this provision, regular full-time employees must notify the Company about the need for the leave no later than the start of their shift on the first day of absence; and, if additional unpaid leave is necessary, they must request additional time off prior to the bereavement leave. The employee must furnish satisfactory proof for the bereavement leave if requested by the Company.~~

Bereavement Leave

In the event of the death of a family member, as described in this Article, a non-probationary, full-time employee shall, upon proper notification to the Company, be granted an excused leave of absence for bereavement. The leave should be taken within one week of the date of the funeral or notification of the death. Leave taken outside of this timeframe can be approved by the Company.

In the event of the death of an “immediate family member,” the employee shall be paid their regular hourly rate to the maximum of thirty-two (32) hours for the hours they would have been scheduled to work over four (4) consecutive days for time lost during the leave of absence so granted. “Immediate family member” shall mean an employee’s parent, step-parent, parent-in-law, spouse, child, step-child, ward, sibling, step-sibling, sibling-in-law.

In the event of the death of a grandparent or spouse’s grandparent, the employee shall be granted a one (1) day leave of absence with pay. The leave should be taken within one (1) week of the date of the funeral or notification of the death. Leave taken outside of this timeframe can be approved by the Company.

Bereavement leave will be used on an employee’s scheduled workday.

Upon the Company’s request, an employee may be required to provide reasonable proof of the family member’s death.

UP20 – Article 17 – Grievance Procedure

Discuss and explore opportunities to resolve issues with this clause. And amend current language as follows:

Section 1: A grievance is defined as a difference between the Company and an employee or the Union as to the interpretation, application, operation, or alleged violation of any provision of this Agreement. The Company and the Union agree that grievances should be resolved promptly; however, the right to present and investigate grievances during working hours will be exercised only at reasonable and mutually convenient times and shall not interfere with production. The Company will allow an employee the right to a Steward's presence at all discipline. If such Steward is readily available, the Company will have a Union designated Steward or a Union designated alternative Steward present during the discipline. Before an employee is disciplined, the parties will jointly investigate the incident that gives rise to the potential discipline. When an employee is being suspended or terminated, the Steward will interview the employee before the employee leaves the premises. The interview will take place in an appropriate area designated by the Company. If a Steward needs to interview witnesses in relation to the incident, the Company will allow such an interview as soon as possible, except there is no guarantee that witness interviews will always be held on Company time and the Steward must accept responsibility for using their own time if necessary to conduct the investigation. An employee has the right to choose an interpreter of their choice from a list of interpreters mutually agreed upon by the Company and the Union at any discipline or step of the grievance procedure. Employees will not stop working on account of their grievances. When a grievance is satisfactorily resolved at any step, such settlement will be reduced to writing and is final and binding. Time limits are mandatory but may be extended by mutual agreement. Grievances may be filed by the Union, or the Company. Copies of all discipline will be forwarded to the Union.

Section 2: The employee who has a difference will discuss it with their department Supervisor within three (3) working days after the employee should have known about the occurrence of the event out of which the difference arises or the matter will be considered closed. The employee may request the presence of a department Steward at this step. The Company's answer will be given within five (5) working days of the close of the investigation.

Grievances will be resolved progressively in the following manner; all grievances will be heard by the appropriate Company representative who has the authority to settle the grievance.

First Step: The Steward with or without the employee, will meet the appropriate Management person to resolve the issue within **ten (10)** ~~three (3)~~ working days of the event which gave rise to the issue. The Company's answer will be given within five (5) working days of the first step meeting.

Second Step: If the difference is not satisfactorily resolved in Step 1, the difference becomes a grievance. The employee and their department Steward has **ten (10)** ~~five (5)~~ working days following the Step 1 meeting to reduce the grievance to writing, sign it, and deliver it to the Human Resources Department or the matter will be considered closed. The written grievance must state the problem, the date of the event out of which the grievance arises, the employee's name, the applicable provisions of the Agreement which the employee relies on for support, and the requested remedy.

The next week on a mutually agreed upon day, the Plant Manager or their designated representative

will discuss the grievance with the Union grievance committee of not more than three (3) members and the employee if they choose. If the grievance is not satisfactorily resolved in Step 2, the Union has five (5) working days after receipt of the Plant Manager's answer to submit the grievance to the Third Step or the matter will be considered closed. The Company's answer will be given within five (5) working days of the 2nd step meeting.

Third Step: If the grievance is not satisfactorily resolved in Step 2, the Plant Manager or their designee and the Human Resources Representative and the Union grievance committee of not more than five (5) members will meet to resolve the grievance if possible. The Company's answer will be given within ten (10) working days of the 3rd step meeting. If it is not satisfactorily resolved, it may then be submitted to arbitration upon written request of either party to the other within ten (10) working days of the Company's third step meeting answer or the matter will be considered closed.

Section 3: Any employee who feels they have been unjustly dismissed has **ten (10)** ~~three (3)~~ working days following receipt of notice of dismissal to file a written grievance with the Human Resources Department and the Union. Thereafter, the grievance will be dealt with beginning at Step 2.

Section 4: The party requesting arbitration shall request in writing the Director of Mediation Services of the Province of Alberta to appoint a single arbitrator.

Section 5: The arbitrator's award is final and binding on the parties and on every employee affected by it. The Company and the Union shall each pay its own expenses in arbitration. The Company and the Union shall equally share compensation of the neutral arbitrator for services and the expenses for the hearing room.

Section 6: Arbitration shall be limited to one (1) issue at any one time. The arbitrator shall have no power to alter, amend, change, add to, or subtract from the wages, terms, or conditions of the Collective Agreement or any agreement made supplementary hereto.

Section 7: The Union agrees that the foregoing grievance and arbitration procedure provides the exclusive forum for a bargaining unit employee to remedy a claim of unjust dismissal or suspension for any and all causes. Furthermore, the Union agrees that the exclusive remedy for unjust dismissal for any and all causes is reinstatement either with or without full or partial backpay and full or partial seniority in the judgment of the arbitrator.

UP21 – Article 18 – Union Activity

Add new the following language to the Collective Agreement as new Article 18, Section 5:

Section 5 The Union will designate one (1) representative from day shift and one (1) representative from afternoon shift who will be excused from work and paid for all hours of the shift for Union business, including disciplinary meetings, if a shop steward is not available. Representatives will be appointed for a minimum of six (6) months, unless mutually agreed. In the event that the representative is absent, no alternate will be provided.

UP22 – Article 19 – Clothing, Tools, and Equipment

The Union proposes an increase to boot allowance. Additional language will follow in monetary.

Section 1: Following the employee's probationary period and each January thereafter, the Company will give each employee one hundred (\$100.00) dollar cash allowance for the purchase of safety shoes.

UP23 – Article 20 – Safety

Delete current language under Article 20, Section 3 in its entirety and add new the following language in its place:

Section 3: ~~The Company and the Union will establish a safety committee to insure and promote safety at and away from work. The safety committee will also identify potential ergonomic problem areas and potential solution.~~

1. ~~There will be an equal number of Management and Union employees on the committee. There will be a minimum of one (1) employee and Management from each of the following areas, except for *Production which will have a minimum of two (2)*. The Company will determine the number of people on the committee.~~

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

2. ~~Union members shall be appointed by the Union.~~

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

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

~~b. Company co-chair is chosen by the Company members.~~

1. Composition of Committee

The Joint Health and Safety Committee will be comprised of ten (10) employee members appointed by the Union, and up to an equal amount of 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. Production (4 members, 2 member from days, 2 member from nights);
- B. Distribution (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.**

UP24 – Article 20 – Safety

Add new the following language to the Collective Agreement under Article 20:

Section 6: Working alone

Explore opportunities to provide for protocols that meet or exceed requirements under the Alberta Occupational Health and Safety Code for employees who are directed by the Company to work alone.

UP25 – Article 20 – Safety

Add new the following language to the Collective Agreement under Article 20:

Section 7: Line speed

**Explore opportunities to resolve issues around line speed.
Language may follow.**

UP26 – Article 20 – Safety

Add new the following language to the Collective Agreement under Article 20:

Section 8: Modified Work

The assignment of an employee to modified work shall be the subject of mutual agreement between the Company and the Union. The intent of modified work is to assist the worker to return to work in a safe and healthy atmosphere. In order for the modified work program to be successful, all parties have to see the placement as beneficial. Working towards this, the Company and the Union agree to the following process.

- 1. The Company and the Union identify and trains persons for the purpose of placing workers on modified duty. This will create a committee.**
- 2. The above committee will be responsible for placing injured workers in the appropriate jobs.**

The process should be as follows:

1. The injured worker is sent for medical attention and returns the following day with the medical restrictions.
2. The worker returns the following day at the time scheduled by the occupational health nurse responsible for the health office, to turn in the medical restrictions to the health office, for the committee to review. If there is no work available, the worker then returns home, where they are to be contacted.

The committee reviews the restrictions and identifies jobs to be offered to the injured worker the following day.

The following day the worker attends work and sits with the committee to be assigned to modified work.

These days would be considered no time loss claims as the Company pays for the missed time.

These days not at work, would allow for further medical investigations and physical therapy.

UP27 – Article 20 – Safety

Add new the following language to the Collective Agreement under Article 20:

Section 9: 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.

UP28 – Article 21 – General

Amend the current language to read as follows:

Section 1: 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 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.

UP29 – Article 21 – General

Amend the current language as follows and Move language to Article 18 – Union Activities.

Section 5: The Company will grant a duly authorized Union Representative **thirty (30)** ~~fifteen (15)~~ minutes to meet new employees during the new hire orientation.

UP30 – Article 21 – General

Amend the current language as follows:

Section 8: **Payroll Errors**

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.** ~~four (4) hours pay.~~ Grievance resolves will be processed on the next pay cheque cycle.

UP31 – Article 21 – General

Add new the following language to the Collective Agreement as a new Section under Article 21:

Section 11: Doctors' notes will not be required until an employee is absent for 5 consecutive days.

UP32 – Article 21 – General

Add new the following language to the Collective Agreement as a new Section under Article 21:

Section 12: 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.

UP33 – Article 22 – Pension

The Union proposes a substantial increase to Pension contributions.

UP34 – Article 23 – Wages

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

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

UP35 – Article 24 – Benefits

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

Language will be provided later.

UP36 – Article 25 – Flexible Employees

Delete Article 25 in its entirety.

UP37 – Add New

Add new the following language to the Collective Agreement:

Article XX – NEW - Heightened Health Concerns

The Employer recognizes that a situation may occur where there may be a real or perceived health concern in the workplace. The circumstances of such concern shall be referred to as a Heightened Health Concern in the workplace and the Union agrees to the following in order to ensure the safety and health of its employees.

XX.01 Health and Safety

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

- 1. The Union will call an emergency Joint Health and Safety meeting. All policies and procedures will be reviewed and amended as required to ensure that recommended health measures are met.**
- 2. Ensure that all employees are provided with appropriate personal protective equipment.**
- 3. The Union agrees to provide and maintain all personal protective equipment.**
- 4. The Union will arrange a meeting with the Union to consult and review all procedures and strategies to be implemented or considered.**
- 5. The Union will initiate weekly meetings with all employees to ensure that all procedures are known and followed.**

6. The Joint Health and Safety Committee will conduct a workplace inspection once a week. Any recommendations shall be actioned immediately.
7. The Union will provide the Union with copies of all policies, procedures, and of all JHSC minutes.
8. If a Heightened Health Concern is determined in the workplace, according to public health and occupational health standards, the Union will immediately cease operations. During the closure, the Union shall:
 - (a) Compensate all employees during the shutdown for lost time.
 - (b) Clean and sanitize all areas of the workplace.
 - (c) Put in any additional measures or protections to ensure employees are safe at work.
 - (d) ensure the Union is involved and communicate any strategies with the Union from the onset of the declaration.

The Union recognizes and respects an employee's right to refuse unsafe work during a Heightened Health Concern. Should an employee refuse unsafe work, the Union will call an emergency JHSC meeting to investigate the matter. All necessary steps will be taken to correct the matter given rise to the refusal in a timely fashion.

Pending the outcome of the investigation the affected employee will be scheduled in another area of work. Should there not be available work within the employee's qualifications, the employee will be sent home until the matter is resolved. Should the employee be sent home, the employee will be compensated by the Union for any time lost as a result of the refusal up to and including the resolve of the matter given rise to the refusal and the employees return to work.

In all of the above circumstances, the Union agrees to consult and adhere to all recommendations put forth by the Union on behalf of its members.

XX.02 Leaves of Absence

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

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

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

The Union agrees to pay for all premiums related to benefits for any employee on a leave of absence or required to isolate or quarantine due to a close contact or positive case that may have been work related.

XX.03 Benefits

During a Heightened Health Concern, the Union will ensure that all employees have access to benefits. This includes but not limited to prescription coverage, short term disability and long-term disability. Where an employee would not normally be covered by such benefits, the Union

will extend coverage to said employee and pay all related premiums.

If the employee is required to isolate or quarantine while working as a temporary foreign worker, the Union shall make arrangements, and provide appropriate accommodations for the employee. The Union agrees to cover all costs associated with the additional accommodation.

XX.04 Severance

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

In the case where an employee is above 55 years of age, the Union also agrees to pay any pension contributions the employee may have received up to the age of retirement.

The Employer agrees to pay for three (3) months of additional benefit premiums for all employees.

The Employer agrees to negotiate all other severance entitlements with the Union within fourteen (14) days of the notice of closure.

XX.05 Layoffs/Recall

If a reduction in work is required that may lead to potential layoff of employees, the Union will notify the Union immediately. This notice will permit discussion of the problem and provide an opportunity for either the Union Labour Relations Officer assigned by the Local Union or the Union to make suggestions which could eliminate or reduce the extent of the layoff or shorten the time of layoff anticipated.

In the event of layoff, the Union shall first layoff temporary employees and then probationary employees. If additional layoffs are required, employees will be laid off in reverse order of seniority.

Employees with seniority who are laid off shall be recalled in reverse order to that in which they were laid off.

The length of a layoff is not to exceed one and a half (1 1/2) years.

In the event an employee is not recalled to work upon the expiration of their layoff notice, the Union shall compensate the employee with payment of severance as stated in the collective agreement.

XX.06 Pay

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

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

XX.07 Vacation

In the event of a Heightened Health Concern employees who contract a virus or are required to isolate during their vacation will have the ability to cancel their vacation and reschedule their allotted vacation.

An employee may also choose to cancel any vacation they may have scheduled and reschedule for a later date.

Should the employee choose, they may during this time be given the opportunity to carry over any unused vacation or

have the balance of their vacation paid out at the end of the vacation calendar year.

The employee may also choose to convert any unused vacation time to sick time.

XX.08 Grievance and Discipline

During a Heightened Health Concern, the Union recognizes that employee absences may be higher than normal due to the need to isolate, quarantine or due to employees' need to protect themselves and their loved ones. The Union agrees not to discipline any employee for attendance during a Heightened Health Concern.

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

The Union agrees to waive all time limits relating to the filing or advancing of grievances during a pandemic.

Should a grievance need to be advanced to arbitration during a Heightened Health Concern, the parties agree that the matter will be heard within sixty (60) days and the hearing will take place using any means available.

The parties agree that any matter advanced to arbitration shall be heard by one of the following agreed to arbitrators:

1. To be discussed
2. To be discussed
3. To be discussed

XX.09 Revised work schedule

Should an employee require a revised work schedule to care for a child or loved one during a global pandemic the Union will immediately accommodate the request. The Union will

allow an employee the ability to change their availability beyond which is provided for in the collective bargaining agreement.

XX.10 Vaccinations

The Union agrees to make every effort to ensure that safe vaccines are available for its workforce as soon as possible - but no employee will be required to take a vaccine and getting a vaccine will not be a condition of employment.

UP38 – Article 28 – Term of the Agreement

To be negotiated.

UP39 – Exhibit II – 9 Hour Shifts

Explore opportunities to resolve issues around hours of work, including the usage, shifts, and locations of 8, 9 and 12 hour shift language.

Additional language may follow.

UP40 – Exhibit III – 12 Hour Shifts – Letter of Agreement

Explore opportunities to resolve issues around hours of work, including the usage, shifts, and locations of 8, 9 and 12 hour shift language.

Additional language may follow.

UP41 – Letters of Understanding

Discuss all Letters of Understanding.

UP42 – Add New

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

Letter of Understanding # ___ – Expedited Arbitration Process

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

UP43 – Add New

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

Letter of Understanding # ___ – Temporary Foreign Workers

This Letter of Understanding is made and entered into between Cargill Limited, Calgary (“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 Hhousing 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 3rd 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.**

UP44 – New Proposal

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

UP45 – Housekeeping

Amend CBA numbering to reference article and clause numbers.