



**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE ALBERTA TERMINALS,  
A Division of Cargill Limited**

**AND THE**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES  
on behalf of  
LOCAL 118 CHAPTER 109**

**January 1, 2021 - December 31, 2027**

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COLLECTIVE AGREEMENT

BETWEEN:

Alberta Terminals, a division of Cargill Limited  
hereinafter called the "Employer",

of the First Part

- and -

Local 118/109 of The Alberta Union of Provincial Employees,  
on behalf of The Alberta Union of Provincial Employees  
hereinafter called the "Union"

of the Second Part

WHEREAS; the parties are mutually desirous of entering into an Agreement with the intent and purpose to maintain harmonious and mutually beneficial relationship between the Employer, the Employees and the Union to set forth certain terms and conditions affecting Employees covered by this Agreement and to ensure that all reasonable measures are provided for the safety and occupational health of the Employees.

This Agreement witnesseth that the Parties hereto in consideration of the covenants herein contained do agree with each other as follows.

ARTICLE 1  
Interpretation

- 1.01 (a) "Act" means the Canada Labour Code 1978, as amended.
- (b) "Regular Full-time Employee" shall mean one who has completed the probationary period and who is regularly required to work full-time hours of work in a job classification covered by this Agreement.
- (c) "Temporary Employee" shall mean a person employed up to full time hours in an indefinite, irregular, or seasonal basis.
- (d) "Continuous Uninterrupted Service" shall mean employment in full time hours of work without any interruptions due to lack of work but not including casual illness and other time off as provided for by this agreement.
- (e) "Seniority" shall mean the length of continuous, uninterrupted service within the bargaining unit as a regular full time employee. Seniority shall not be lost during approved leaves of absence and during layoff.

ARTICLE 2  
Application

- 2.01 The Employer and Union agree that the terms and conditions of employment and pay rates as set out herein shall not be changed during the life of this Agreement except by written mutual agreement between the Parties. Any changes agreed to shall be deemed to form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

ARTICLE 3  
Union Recognition

- 3.01 For the purpose of this article, "Emergency" is defined as a serious, unexpected, or dangerous situation requiring immediate action.
- 3.02 The Employer recognizes the Union as the sole bargaining agent for the Employees covered by this Agreement, as described in the Certificate of the Canada Labour Relations Board and Amendments thereto.
- 3.03 No Employee or group of Employees shall be required or permitted to make any written or verbal agreement which is in conflict with the terms of this Agreement, without prior written approval of a member of the Local Union Executive.
- 3.04 Employees whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purposes of instruction, or emergencies as defined in Clause 3.01. Patterns of non-bargaining unit members doing the work of the bargaining unit does not meet the definition of "Emergency".

- 3.05 The parties agree that there shall be no discrimination or coercion exercised or practiced with respect to any Employee for reason of membership, religious objection to membership or legitimate activity in the Union.

#### ARTICLE 4

##### Union Membership and Dues Check-Off

- 4.01 All Employees covered by this Agreement must become members of the Union within thirty (30) days of the date of employment, as a condition of employment. An Employee who has a religious objection to becoming a member of the Union shall be permitted to opt out of membership by providing the Union with a signed statutory declaration outlining the objection within sixty (60) consecutive calendar days from the date of commencement of employment, but such Employee shall continue to pay Union Dues.
- 4.02 Notwithstanding the generality of the above, all Employees covered by this Agreement shall be required to pay Union dues. The Employer shall, therefore, as condition of employment, deduct each month the amount of the Union dues as set by the Union from time to time from the pay of all Employees covered by this Agreement.
- 4.03 The Employer shall remit Union dues deducted from the pay of all Employees to the Union by the first working day after the fifteenth calendar day in the following month. Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effected in the succeeding month. The deductions remitted shall be accompanied by written particulars identifying each Employee showing starting date, classification, amount of Union dues deducted, name and last known address.
- 4.04 The Union agrees that for purposes of this Article, all Employees are members of the Union except those who have voluntarily opted out in accordance with Clause 4.01.
- 4.05 The Union shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the Employees covered by this Agreement. Such notice shall be communicated to the Employer at least thirty (30) days prior to the effective date of change.
- 4.06 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.

#### ARTICLE 5

##### Management Recognition

- 5.01 The Union recognizes that all functions, rights, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are retained by the Employer.

ARTICLE 6  
Employer/Union Consultation

6.01 The Employer and the Union agree that in the exercise of each of their rights and in the administration of this Agreement they shall do so in good faith and in a fair and reasonable manner.

6.02 Employee Management Advisory Committee (EMAC)

(a) EMAC Structure

Employee Management Advisory Committees (EMAC) shall be maintained. Each Committee shall consist of at least two (2) representatives of the Union, selected by AUPE members, and equal representation of the Employer.

(b) Frequency of Meetings

The Employer and the Union agree that meetings should be held at least once a year, however, in order to promote a harmonious relationship, either party can request such a meeting for the purpose of resolving a specific issue or difficulty. Such a request must not be unreasonably denied. The Party requesting the meeting shall provide the issues(s) of concern to the other party.

(c) Advanced Notice

Meetings will be set fourteen (14) days in advance along with a call for agenda items to all Employees at the relevant Elevator location prior to an EMAC Meeting. While advanced notice of agenda items are encouraged, the agenda may be brought forward at the time of the meeting.

(d) EMAC Mandate

Each Committee shall concern itself with the following general matters:

- (i) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the Employees;
- (ii) Communicating and consultation in advance of the introduction of policies or changes to existing policies.
- (iii) Improving and extending customer service.
- (iv) Reviewing suggestions from Employees, questions of working conditions and services.
- (v) Correcting conditions that may lead to grievances and/or misunderstandings.

ARTICLE 7  
Grievance Procedure

7.01 Settling of Disputes and Grievances:

An Employee who believes that they have a grievance, shall within seven (7) days of the date they became aware of, or reasonably should have become aware of the occurrence, first discuss the matter with their Production Supervisor. A sincere attempt shall be made by both Parties through discussion to resolve the problem at this level. In the event that the Employee is not satisfied with the results of the discussion with their Production Supervisor, the matter will be advanced in accordance with the following steps:

STEP # 1

If the Union Steward considers the grievance or complaint to be justified, the Employee concerned shall present the grievance or complaint in writing and signed, to the Plant Manager, or designate, within twenty-one (21) days of the date that the grievor became aware or reasonably should have become aware of the occurrence prompting the grievance. The grievance must specify the Article of the Collective Agreement alleged to have been violated, details of the circumstances surrounding the grievance, and the remedy sought. A sincere attempt shall be made by both parties through discussion to resolve the problem at this Step.

STEP # 2

Failing satisfactory settlement within ten (10) days after the dispute was submitted under Step #1, the Union shall within ten (10) days forward the grievance or complaint in writing to the Regional Operations Leader. The Regional Operations Leader shall render their decision in writing within ten (10) days after receipt of such notice. A sincere attempt shall be made by both parties through discussion to resolve the problem at this Step.

STEP # 3

If the decision of the Regional Operations Leader is not acceptable to the Local Union, the written grievance shall be submitted to Arbitration as hereinafter provided within ten (10) days of receipt of their decision.

7.02 Throughout this Article, the reference to "days" shall not include Saturdays, Sundays, or Named Holidays.

7.03 The time limits specified throughout the Steps of the Grievance Procedure may be extended by mutual consent in writing between the Union and the Employer.

7.04 Should the Union or the grievor fail to comply with any time limits in the Grievance Procedure, the grievance will be considered abandoned and cannot be further appealed or filed. Should the Employer fail to comply with any time limits in the Grievance Procedure, the grievance will automatically proceed to the next step.



- 7.05 Union Grievance: Where a dispute involving the question of general application or interpretation occurs, the Union may by-pass Step #1, of this Article.
- 7.06 Employer Grievance: The Employer may commence a grievance by filing it with the President of The Alberta Union of Provincial Employees.
- 7.07 Replies in Writing: Replies to grievances giving reasons for the decision shall be in writing at all steps.
- 7.08 Notwithstanding anything in this Article, a probationary Employee shall not be entitled to grieve their dismissal beyond Step #2.
- 7.09 The Employer will grant Union Staff Officers access to its premises when participating in negotiations or committees with representatives of the Employer, or when investigating a grievance, provided that, in the latter instance, prior approval for appointment with the grieving Employee has been obtained through the Regional Operations Leader or their designate. Such approval shall not be unreasonably denied.

## ARTICLE 8 Arbitration

- 8.01 Where a grievance is referred to arbitration which has been properly processed through the grievance procedure, the party desiring arbitration shall so notify the other party in writing and name its appointee to the Arbitration Board. The recipient of the notice shall, within five (5) days, advise the other party of its nominee to the Arbitration Board. The two arbitrators so nominated shall select by agreement a Chair of the Arbitration Board. If they are unable to agree on a Chair within a further period of five (5) days, then either party may request the Minister of Labour for Canada to appoint such a Chair.
- 8.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance in question.
- 8.03 Each of the parties hereto shall bear the expenses of its arbitrator, and the parties shall equally bear the expenses and/or fees of the Chair of the Arbitration Board.
- 8.04 The Arbitration Board shall not have jurisdiction or power to make any decision inconsistent with the terms of this Agreement, but shall base its decision on the contractual rights of the parties as disclosed by this Agreement. The arbitrator or Arbitration Board shall have the powers specified in Division IV of Part I of the Act.
- 8.05 The decision of the Arbitration Board shall be binding upon the parties and persons covered by this Agreement.

8.06 The parties may mutually agree in writing to the appointment of a sole arbitrator in place of an Arbitration Board. Such sole arbitrator shall have the same function and powers of an Arbitration Board. The expenses of the sole arbitrator shall be shared equally between the Employer and the Union.

ARTICLE 9  
Union Stewards

9.01 The Employer recognizes the right of the Union to select Employees as Union Stewards to act on behalf of Employees in conformance with the provisions of this Agreement.

9.02 The Union shall determine the number of Union Stewards, having regard to the plan of organization and the distribution of Employees at the work place. For the life of this Agreement there shall not be more than two (2) Union Stewards per Elevator.

9.03 An Employee who is to be interviewed for the purpose of discussing a performance related issue, disciplinary action or action or investigation, meeting, or interview that may reasonably lead to disciplinary action shall be notified of their right to Union representation, the time and place of the interview with reasonable advance notice, which shall not be less than twenty-four (24) hours unless otherwise mutually agreed upon. A request by any Employee for Union representation at a meeting with the Employer shall not be denied. The Employee may have a Union Steward of their choice accompany them. In the event Steward of their choice is not available a Membership Service Officer (or designate) or Chapter Chair may attend in their place.

9.04 The Employer recognizes the Union Stewards as official representatives of the Union.

9.05 A currently maintained list of Union Stewards shall be supplied to the Employer by the Union.

9.06 Members who have been appointed as Union Stewards may wear a lapel pin insignia denoting such position and shall carry a Union Steward identification card.

9.07 The Employer agrees to acquaint new Employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Membership and Dues Check-Off. A new Employee shall be advised of the name and location of their Steward.

ARTICLE 10  
Discipline and Discharge

10.01 Mandatory Requirements

The following requirements must be met in order to impose a disciplinary measure:

(a) Discipline For Just Cause Only

No disciplinary measure shall be imposed on any Employee without just cause.

(b) Progressive Discipline

Culpable Misconduct shall be subject to Progressive discipline as per Clauses 10.02 and 10.03. Progressive discipline is corrective in nature and seeks compliance using a disciplinary measure proportionate to the misconduct.

(c) Culpable Misconduct

Culpable misconduct is behaviour that has the following characteristics:

- (i) The Employee knows, or could reasonably be expected to know, what is required.
- (ii) The Employee is capable of carrying out what is required.
- (iii) The Employee performs in a manner other than as expected.

10.02 Disciplinary Steps

The steps in the Progressive Discipline procedure include the following:

- (a) Verbal Warning
- (b) Written Warning
- (c) Suspension
- (d) Dismissal

10.03 Foregoing Disciplinary Step

The Employer may forego a disciplinary step in order to achieve a disciplinary measure proportionate to the misconduct and other relevant factors.

10.04 Investigations Timely

The Employer will investigate allegations of culpable misconduct in a timely fashion.

10.05 Administrative Leave

In the event the Employer determines an Employee being investigated for alleged culpable misconduct needs to be removed from the workplace, the Employee will be placed on Administrative Leave and kept whole throughout the investigation period.

10.06 Union Representation

Prior to any meeting, interview or investigation that may reasonably lead to discipline the following requirements must be met:

- (a) The Employee is provided reasonable notice and informed of their right to Union representation.
- (b) The Employee provided with the time and location of the meeting, interview, or investigation.
- (c) The Employee provided with the notice of the purpose of the meeting and copies of any documentation the Employer intends to rely on.
- (d) The conditions set out in 10.06(a) to 10.06(c) may be waived with mutual consent of the Employee and Employer.
- (e) An Employee who is required to attend a meeting where discipline is being imposed must be informed of their right to Union representation with no less than twenty-four (24) hours reasonable notice.

10.07 Disciplinary Documents

Any disciplinary document placed on an Employee's personnel file must indicate details of the findings including a summary of the evidence the Employer relies on in forming just cause when appropriate and not already covered by an investigation report.

10.08 Employee Files

- (a) Access to, and a copy of, an Employee's personal file shall be provided to the Employee or their authorized representative, upon request and within reasonable time and in the event of a grievance. The Employee may request a representative of the Union to be present at the time of such examination.
- (b) An Employee may make a written request to the Plant Manager to have disciplinary documents removed from their file after one (1) year. The onus will be on the Employee to provide adequate reasons to have the document(s) removed.
- (c) Disciplinary documents are assumed to have been removed from an Employee's file after two (2) years unless there are disciplinary documents of equal or greater severity placed on the Employee's file within the two (2) year period.

ARTICLE 11  
Time Off for Union Business

- 11.01 Time off from work without loss of regular earnings will be provided on the following basis:
- (a) The grievor and/or one (1) Union appointee for time spent in discussing grievances with representatives of the Employer as outlined in the grievance procedure.
  - (b) Union appointees not to exceed three (3) in number for time spent in meetings with representatives of the Employer pursuant to Article 6 Employer/Union Consultation.
- 11.02 Time off work without pay may be granted to Union members for the following purposes:
- (a) Members of the Union Negotiating Committee, not to exceed three (3) in number, for time spent meeting with representatives of the Employer during the formal negotiation of a Collective Agreement and for preparatory meetings for and during negotiations.
  - (b) An elected member of the Provincial Executive of the Union to attend Provincial Executive meetings, normally held once every two (2) months;
  - (c) Members selected as representatives of the Union according to the Union Bylaws to attend the Annual Union Convention;
  - (d) Members designated as delegates representing the Union at Conventions of labour organizations with which the Union is affiliated, not to exceed one (1) member for each location (three (3) members for each convention);
  - (e) Members selected as representatives of the Union to attend Seminars and Special Union Meetings, because of their office held in the Union.
- 11.03 In all of the foregoing provisions, time off, including necessary travel time, shall be granted where operational requirements permit. Members shall provide as much advance notice in writing to the Production Supervisor, as is reasonably possible when requesting time off.
- 11.04 When leave to attend to Union Business has been approved, pursuant to Clause 11.02, it is granted with pay. The Union agrees to reimburse the Employer for actual salary paid to the Employee while on leave or the salary of their replacement, whichever is greater.

ARTICLE 12  
Probationary Period

- 12.01 The probationary period for all classifications covered by this Agreement shall be the initial six (6) months of employment, for Employees as defined in Article 1.01(b).
- 12.02 Temporary Employees shall have their temporary time credited (calculated by hours worked) to their probationary period.
- 12.03 During the probationary period, Employees shall be covered by all the provisions of this Agreement, except that the employment of such Employees may be terminated for cause at any time during the probationary period without such Employee having recourse to the grievance procedure.

ARTICLE 13  
Job Opportunities

- 13.01 In making promotions and filling job vacancies, seniority shall be the deciding factor where the ability and qualifications of candidates are relatively equal. Any unsuccessful candidate, who requests an explanation in writing as to why they were unsuccessful, shall be provided with same.
- 13.02 When a permanent vacancy occurs such vacancy shall be posted for seven (7) calendar days on the bulletin board in each elevator and the following order for consideration of the applicants shall apply:
- (a) consideration will first be given to applicants from the regular, full-time staff;
  - (b) next, all other staff of the Employer;
  - (c) applicants from the general public.
- 13.03 The parties shall meet within thirty (30) days of the signing of this collective agreement to look at minimum staffing levels for all locations.
- 13.04 Employee applications for vacancies shall be in writing to their supervisor. Facilities will be provided to accept applications for posted positions at any time within the posting period.
- 13.05 The name of the successful applicant shall be posted on the bulletin board in each elevator within five (5) days of the date of the appointment.

- 13.06 Transferred or promoted Employees shall be considered on a trial period of sixty (60) days worked in their new position. During this trial period the Employee may choose to return or the Employer may direct the Employee to return to their former position and rate of pay without loss of seniority. In the event that such an Employee chooses or is directed to return to their former position, the Employee thereby replaced shall be reverted to their former position or if they are a new hire they may be laid-off without notice.
- 13.07 When circumstances require the Employer to fill a vacancy before expiration of the posting period, the appointment shall be made on a temporary basis only until a permanent appointment is made.
- 13.08 The salary of an Employee promoted and/or transferred to a higher classification shall be advanced at least to the start rate of the higher classification. Where the start rate of the higher classification is lower than the Employee's existing rate the Employee's salary shall be advanced to the next higher rate of the higher classification.
- 13.09 The Employer shall have the right to temporarily transfer Employees between classes at an equivalent or higher level or between facilities as the need arises. Such transfers shall not exceed two (2) weeks without the agreement of the Employees. Where work schedules allow, the Employer shall pay the Employees at straight-time rates to allow the Employee to return home for the weekend.
- Such transfers will first be offered on a voluntary basis. If that does not result in filling the necessary transfer, the Employer shall have the authority to assign the transfer.
- The Employer shall pay all reasonable living expenses (not to include personal entertainment).
- 13.10 The parties to this Collective Agreement affirm the Employer's right under Article 5 Management Recognition to manage the size of the workforce consistent with the provisions of the Agreement. However, it is further agreed that it is not the intention of the Employer that a Regular Full-Time Employee under Clause 1.01(b) be laid off for the purpose of replacing that Regular Full-Time Employee with a Temporary Employee as defined under Clause 1.01(c).
- 13.11 The Employer shall at all times endeavor to fill job vacancies as outlined in this Article.

ARTICLE 14  
Classification

- 14.01 The Employer shall give written notice to the Union of the establishment of a new or altered class level affecting compensation. The Union may contest the proposed compensation by notifying the Employer in writing of its intention. The Union's notice must be delivered to the Employer within fourteen (14) days from the date the Union received the Employer's notice.

- 14.02 The Employer and the Union shall meet within fourteen (14) days, and if the parties are unable to reach agreement on the rate of pay for the position involved, the matter may be submitted to Arbitration under Article 8.
- 14.03 An Employee's written request to the Production Supervisor for a review to determine whether they are properly classified will be dealt with within sixty (60) days of receipt. The review will be based on the job as it was on the date of the request for review. The Employee will be advised in writing of the results of the review within ninety (90) days of the date of the request. An Employee not satisfied with the decision may appeal according to the Grievance Procedure commencing with Step 2.
- 14.04 The Employer will provide the Union with a set of job descriptions for all classes covered by this Agreement and with any subsequent amendments to these descriptions.
- 14.05 An Employee whose position is reclassified to one with a higher salary assignment shall be paid in the manner set out in Clause 13.08.
- 14.06 An Employee whose position is reclassified to a lower salary assignment, through no cause of their own, such as in the event of technological change, re-organization or re-structuring of the Employer's operations, or the creation of new positions, shall not suffer a loss in pay. It is understood however, that the foregoing does not apply in the case of Employee demotion for cause relating to job performance.
- 14.07 (a) In the case of an Employee whose salary is being maintained overrange (red-circled), pursuant to Clause 14.06 they shall receive a lump sum cash payment equal to the annualized general increase received by the lower classification in lieu of any increase to such Employees hourly rate until the hourly rate of such lower classification matches the hourly rate of such overranged Employee.
- (b) When the salary of the lower classification matches or exceeds the salary of the Employee who is being maintained overrange their salary rate shall become the new rate and they shall receive retroactive pay, if any is provided for, on the difference between the former overrange rate and the new rate they move up to. In addition, they shall receive a lump sum payment equal to the annualized general increase received by the lower classification less the amount received to bring their former overrange salary to the new rate.
- 14.08 All Employees shall receive a copy of their job description within one (1) month of the date of signing the Collective Agreement.



ARTICLE 15  
Hours of Work

- 15.01 The normal work week for all Employees shall consist of five consecutive work days of eight (8) hours each, Monday through Friday, except as outlined in Clause 15.10.
- 15.02 Normally shift schedules shall be posted not less than seven (7) calendar days in advance. Where a change is made in the Employee's schedule with less than three (3) calendar days notice, the Employee shall be paid at time and one-half (x 1 1/2) for all hours worked on the first shift of the changed schedule. The above will not apply where the change is requested by the Employee and approved by the Employer.
- 15.03 If an Employee is required to change shifts without receiving eight (8) hours off duty they shall be entitled to premium pay at time and one-half (x 1 1/2) their basic rate for their first hour of duty on the new shift.
- 15.04 When Employees are required to rotate shifts they shall be assigned day duty at least one-third (1/3) of the time unless otherwise mutually agreed by the Employee and the Employer.
- 15.05 All Employees covered by this Agreement shall normally receive two (2) fifteen (15) minute paid rest periods in each work period in excess of six (6) hours, one (1) period to be granted before the meal break and one (1) to be granted after. Rest periods shall not be granted within one (1) hour of commencement or termination of a work period.
- 15.06 A meal period of not less than one-half (1/2) hour shall be granted to all Employees at approximately the mid-point of each shift that exceeds four (4) hours.
- 15.07 Meal periods taken away from the Employee's station of employment shall be without pay. Any Employee who is unable, due to assignment or responsibility, to leave their station of employment during their meal period shall be paid at the overtime rate.
- 15.08 There shall be no split shifts.
- 15.09 Where the Employer determines there is a clear-cut need, wash-up time up to a maximum of ten (10) minutes will be permitted immediately before the end of a work shift.
- 15.10 Extended/Modified Workday
- (a) Where the Parties agree to implement a system employing an extended/modified work day, they shall evidence such agreement by signing a document indicating those positions/work areas/programs to which the agreement applies and indicating the implementation timelines, and the resulting amendments to regular hours of work and related articles.

- (b) The Employer will provided at least fourteen (14) calendar days notice, in writing, of their intent to terminate this agreement. Within the fourteen (14) day notice period, the Employer shall post a new schedule pursuant to Clause 15.02.
- (c) The Parties agree that with the exception of those amendments when an extended/modified workday is implemented, all other Articles shall remain in full force and effect.
- (d) It is agreed that a majority of the employees who are to affected is required to approve and implement the extended/modified work day.

ARTICLE 16  
Overtime

- 16.01 Employees will be given as much advance notice as possible when they are required to work overtime. Employees are expected to cooperate to the end that work schedules are met although the reasonable wishes of an Employee shall be given consideration with the allocation of such overtime.
- Overtime for any crew or shift will first be offered by seniority on a voluntary basis provided the volunteer is qualified for the job. If this does not result in a sufficient number of volunteers, the Employer may assign overtime to any Employee subject to qualification from those in the applicable crew or shift.
- 16.02 All authorized time worked in excess of the normal hours of work per day as specified in Article 15, shall be considered overtime and shall be paid for at the rate of time and one-half (x 1-1/2) for the first two (2) hours and double time (x 2) thereafter.
- 16.03 Employees required to work on their scheduled days off shall be paid for the first day off at the rate of time and one-half (x 1-1/2) for normal hours worked and at the rate of double (x 2) time for all time worked thereafter. If they are required to return on a second or subsequent day in conjunction with the first day, they shall be paid at the rate of double (x 2) time, provided that the second or subsequent day(s) are scheduled day(s) off. This Clause shall not apply if the scheduled days off are changed by giving not less than five (5) calendar days notice.
- 16.04 Every Employee who is called out and required to work outside of their regular working hours shall be paid for all hours worked at double (x 2) time, but not less than two (2) hours at double (x 2) time for any one call.
- 16.05 Employees shall not be required to take time in lieu of overtime during their regular shift to compensate for any overtime previously worked.
- 16.06 Time off at applicable overtime rates in lieu of overtime worked shall only be granted, if requested by the Employee and approved by the Employer.

ARTICLE 17  
Transportation Allowance

17.01 An Employee who normally travels from work to their place of residence by means of public transportation following the completion of their duty shift but who is prevented from doing so by being required to remain on duty longer than their regular shift and past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expense from work to their place of residence.

ARTICLE 18  
Shift and Weekend Premiums

18.01 An Employee will receive a shift premium of one dollar and ten cents (\$1.10) per hour for all hours worked, including overtime hours worked, on shifts more than half of the hours of which are regularly scheduled between 1800 and 0600 hours except that an Employee working on a shift regularly scheduled to start between the hours of 2200 and 0200 hours will receive instead a shift premium of one dollar and thirty five cents (\$1.35) per hour for all hours worked.

- 18.02
- (a) Employees shall receive an additional premium of one dollar (\$1.00) per hour for work on Saturday and/or Sunday for hours worked as stipulated in (b) below.
  - (b) Weekend premium shall be payable in respect of all regularly scheduled hours at straight-time rates worked on Saturday and/or Sunday.
  - (c) Weekend premium is not applicable to persons employed on a temporary basis for a period of less than six (6) months.

ARTICLE 19  
Paid Holidays

19.01 Employees are entitled to one day's paid leave for each of the following holidays:

- (a) New Year's Day                      Labour Day
- Good Friday                         Thanksgiving Day
- Easter Monday                      Remembrance Day
- Victoria Day                         Christmas Day
- Canada Day                         Boxing Day
- Civic Holiday (1 day)              National Day for Truth and Reconciliation
  
- The last full workday before Christmas Day

- 19.02 If a municipality does not proclaim a Civic Holiday as specified in Clause 19.01, the first Monday in August shall be observed as such holiday.
- 19.03 When a day designated as a holiday under Clause 19.01 falls during an Employee's work week and an Employee is not required to work, the Employee shall be granted holiday leave on the day observed as the holiday.
- 19.04 An Employee whose regular day off falls on an observed holiday or is on vacation shall receive another day off in lieu at their regular rate to be observed on their next work day, unless otherwise mutually arranged.
- 19.05 Where an Employee is required to work on the day observed as the holiday, the Employee shall receive:
- (a) pay at one and one-half times (1-1/2X) their regular rate for the hours worked; and
  - (b) one (1) day off in lieu with pay at their regular rate.
- 19.06 Employees shall have the opportunity to have the alternate day or days off scheduled at a mutually agreed time.

ARTICLE 20  
Annual Vacation Leave

- 20.01 An Employee shall not take vacation leave without prior authorization from the Employer.
- 20.02 Vacation entitlements with pay, shall be as follows:
- (a) an Employee who has completed twelve (12) full calendar months of service as of December 31st, shall receive fifteen (15) workdays' vacation.
  - (b) an Employee who has completed eight (8) years or more of service as of December 31st, shall receive twenty (20) workdays' vacation.
  - (c) an Employee who has completed fifteen (15) years or more of service as of December 31st, shall receive twenty-five (25) workdays' vacation.
  - (d) an Employee who has completed twenty-five (25) years or more of service as of December 31st, shall receive thirty (30) workdays' vacation.

- (e) an Employee who has completed less than twelve (12) full months of service as of December 31st, shall receive one and one-quarter (1 1/4) work days' vacation for each calendar month worked from the commencement of their service, provided that when employment has commenced on or before the fifteenth (15th) day of any month, they shall earn vacation entitlements from the first day of that month and when employment has commenced on or after the sixteenth (16th) day of any month, they shall earn vacation entitlements from the first day of the following month.
- (f) an Employee who takes vacation during their first year of employment as of December 31st shall have their following year's entitlement, as calculated per Clause 20.02(e), reduced by the number of vacation days taken.

20.03 All calculations which result in one-quarter or three-quarters workday fractions shall be rounded out to the next half or full day, whichever applies.

20.04 If one or more paid holidays falls during an Employee's annual vacation period, another day or days may be added at the end of the vacation period or as may be authorized by the Employer.

20.05 Vacation leave may be taken:

- (a) in one (1) continuous period,
- (b) in separate periods of not less than five (5) consecutive workdays,
- (c) in lieu of one (1) five (5) consecutive workday period, five (5) single workdays off or in some other combination provided the total does not exceed five (5) workdays.

20.06 Except as is otherwise provided herein, vacation leave in respect of each year of service shall be taken:

- (a) within twelve (12) months after the end of that year, and
- (b) at such time or times as may be approved by the Employer.

20.07 If an Employee is granted permission to carry-over their vacation, or part thereof beyond 20.06(a) for reasons acceptable to the Employer, they shall be permitted to do so. This carry-over must be taken prior to the end of the second twelve (12) month period, unless the Employee and Employer mutually agree otherwise.

20.08 When vacation leave is postponed as provided by Clause 20.07, it may be taken immediately before the next period of vacation leave to which the Employee is entitled.

- 20.09 Except when two periods of leave are merged as provided by Clause 20.08, at least one (1) month must elapse between the ending of vacation leave taken in respect of one (1) year's service and the commencement of vacation leave taken in respect of the succeeding year's service.
- 20.10 Where, in respect of any period of vacation leave with pay, an Employee is granted:
- (a) bereavement leave, or
  - (b) sick leave on production of a medical certificate.
- the period of vacation leave with pay so displaced shall either be added to the vacation period if requested by the Employee and approved by the Employer or reinstated for use at a later date.
- 20.11 An Employee who terminates their service or who is terminated, shall receive vacation pay in lieu of such vacation earned but not taken.
- 20.12 Once vacations are authorized they shall not be changed, other than in cases of emergency, except by mutual agreement.

ARTICLE 21  
Special Leave

- 21.01 An Employee not on leave of absence without pay shall be granted upon application, special leave at their basic rate of pay. The circumstances under which special leave is granted, subject to Clause 21.02, and the corresponding maximum length of each are as follows:
- (a) bereavement - three (3) days. For the purposes relating to the bereavement, but not extending beyond two (2) days following the day of the funeral.
  - (b) travel time for bereavement - two (2) days,
  - (c) write required examination(s) for course(s) approved by the Employer,
  - (d) attend funerals as pall-bearer - one (1) day,
  - (e) be present at birth or adoption proceedings of an Employee's child - one (1) day,
  - (f) attend formal hearing to become Canadian Citizen - one (1) day.
  - (g) at its discretion, the Employer may grant leave with pay when circumstances not directly attributable to the Employee, including but not limited to illness in the immediate family as defined in Clause 21.02 prevent their reporting for duty. Such leave will not be unreasonably withheld.

- 21.02 For purposes of determining eligibility for special leave under Clause 21.01, the following provisions shall apply:
- (a) illness within the immediate family - leave of absence shall be granted for the purpose of arranging for the care of the person that is ill, or for the care of the children. Immediate family shall mean: wife, husband, son, daughter, mother, father, or a person permanently residing in the Employee's household or with whom the Employee permanently resides;
  - (b) bereavement - leave of absence will be granted in the event of the death of any of the following relations of an Employee or spouse: parents, guardian, parent-in-law, grandparent, grandchild, son, daughter, brother, sister or the husband or wife of any of them, or a person permanently residing in the Employee's household or with whom the Employee permanently resides;
  - (c) travel time for illness within the immediate family or for bereavement shall mean for travel where distances of three hundred and fifty (350) kilometres or more one way are involved.
- 21.03 The maximum length specified for each circumstance requiring use of special leave shall not be exceeded, however special leave may be granted more than once for the same circumstance within a calendar year, provided the total special leave granted does not exceed five (5) working days per calendar year, unless additional special leave is approved by the Employer.
- 21.04 Two (2) weeks notice may be required for leave requested under Clause 21.01, Sub-Clause (c), and (f).
- 21.05 The Employer may, at its discretion, grant leave with or without pay for purposes other than those specified in this Agreement.

ARTICLE 22  
Maternity Leave/Parental Leave/Adoption Leave

- 22.01 An Employee who qualifies for leave shall be granted such leave in accordance with Part III of the Canada Labour Code and any subsequent amendments.

ARTICLE 23  
Jury or Witness Duty

- 23.01 Any Employee required by law to appear in court for jury or crown witness duty shall be allowed time off without loss of regular earnings during such absence. The jury or witness fee, however, shall be paid to the Employer.

ARTICLE 24  
Illness Leave

**Casual Illness**

- 24.01 “Casual Illness” means an illness which causes an Employee to be absent from duty for a period of five (5) consecutive workdays or less, and includes dental, physiotherapy and medical treatment involving an absence of one-half (1/2) day or longer which has been given prior authorization by the Employer.
- 24.02 An Employee after the first month of employment, shall be granted three (3) casual illness days. Thereafter, an Employee during their first year of employment, shall accumulate casual sick leave entitlement at the rate of one (1) day per calendar month to a maximum of ten (10) working days.
- 24.03 An Employee in their second and in each subsequent year of employment shall be entitled to a maximum of ten (10) workdays of casual illness leave with pay. Each day or portion of a day, of casual illness used, within a year of service, shall be deducted from the remaining casual leave entitlement for that year of service. There shall be no accumulation of entitlements from one year to the next.
- 24.04 This Article is subject to Clause 24.05.

**Proof of Illness**

- 24.05 Subject to Federal sick leave legislation, the Employee may upon return to work or after five days or more of absence be required to provide proof of illness satisfactory to the Employer. The Employer may require that such proof take the form of a medical certificate certifying the Employee is unable to satisfactorily perform their job duties and/or a sworn statutory declaration. The Employer may also require the Employee to submit proof of attendance at a medical, dental, or optical appointment when time-off from work is granted to attend such appointment.
- 24.06 The Employer may require that an Employee be examined by a Company appointed physician or by a medical board:
- (a) in the case of prolonged or frequent absence due to illness, or
  - (b) when it is considered that an Employee is unable to satisfactorily perform their duties due to disability or illness.
- 24.07 Pursuant to Clause 24.06, an Employee shall be entitled to have their personal physician or other physician of their choice to be a member of the medical board or to act as their counsel before the medical board. Expenses incurred under their Clause shall be paid by the Employer.
- 24.08 Where an Employee has been examined by a Medical Board and is also applying for STD or LTD benefits, a copy of the report of the Board shall be considered as part of the Employee's application.



24.09 Employees reporting sick shall do so as soon as possible, and not later than one (1) hour after the commencement of their shift or they shall be deemed absent for that shift.

ARTICLE 25  
Health and Welfare Benefits

25.01 Employees will be enrolled in the Cargill Standard Plan at the time of hire with no waiting period subject to the eligibility requirements.

25.02 Cargill Standard Plan rates and plan design changes apply to Employees every January 1.

**Short-Term and Long-Term Disability Plan**

25.03 The Employer will provide a Short-Term Disability (STD) and Long-Term Disability (LTD) Plan. All eligible Employees shall be covered in accordance with the provisions of the Plan.

25.04 Regular full-time Employees are eligible to participate in the Plan. Temporary Employees are not eligible.

25.05 An Employee absent from duty due to illness for a period of more than five (5) consecutive work days shall be entitled to Short-Term Disability benefits as defined in the Plan.

25.06 The STD and LTD benefits applicable to Employees covered by this Agreement shall not be altered except through negotiation by the Parties to this Agreement.

25.07 The Employer will provide each Employee with STD and LTD Plan Booklet outlining the provisions of the Plan.

**Insurance**

25.08 The Employer shall provide a Group Life Insurance Plan which shall also provide Accidental Death and Dismemberment coverage.

ARTICLE 26  
Position Abandonment

26.01 An Employee who absents themselves from their employment and who has not informed the Employer shall, after four (4) consecutive work days of such unauthorized absence, be considered to have abandoned their position and will be deemed to have resigned, unless it is subsequently shown by the Employee that special circumstances prevented them from reporting to their place of work.

ARTICLE 27  
Workers' Compensation

- 27.01 If an Employee sustains an injury in the course of their duties with the Employer and is eligible to receive Workers' Compensation, they shall be paid their regular full salary for their total period of sick leave entitlement on full and part pay, provided the Employee assigns their WCB payments to the Employer. If the Employee is unable to return to work when this period expires, they shall then be paid according to the rate prescribed by the Workers' Compensation Act.
- 27.02 Payments made in respect to absences under this Article shall not reduce the Employee's sick leave entitlement.
- 27.03 While an Employee is receiving a Supplement under this Article, they shall not be entitled to any benefits under Article 19 Paid Holidays.

ARTICLE 28  
Safety and Health

- 28.01 The Parties agree to be bound by all the provisions of the Canada Labour Code, Part II.
- 28.02 The Employer shall pay the costs for all Employees to have hearing and pulmonary (lung) testing on a regular cycle of one (1) time every two (2) years.

ARTICLE 29  
Safety Eyewear, Safety Footwear and Clothing

- 29.01 Effective the date of ratification, Regular Full-Time Employees will transition to the Cargill Uniform Program for personal protective equipment, work gear (including winter), and branded clothing.
- In addition to the annual boot voucher program, the Plant Manager may approve an additional reimbursement of up to three hundred dollars (\$300.00) for the purchase of safety footwear for operational needs.
- 29.02 The Employer will reimburse one hundred percent (100%) of the cost of prescription safety glasses once every twenty-four (24) months to a maximum of five hundred dollars (\$500.00).
- 29.03 The Employer will pay from receipts submitted by employees within a reasonable time period. Any unused allowance will not be carried forward to the following year.

29.04 Regular Employees who are within their probationary period will be entitled to this allowance. The Employer will be able to recover any allowance paid should the employment of the Employee be terminated during the probationary period for any reason.

29.05 For new Regular Full-time employees hired during the course of the calendar year, the allowance will be prorated by monthly increments starting in the Employee's month of hire.

ARTICLE 30  
Temporary Employees

30.01 Only the following provisions of this Collective Agreement apply to Temporary Employees:

- (a) The hourly rate of pay will be paid as provided under pay Schedule A.
- (b) Salary increases will be paid pursuant to pay Schedule A.
- (c) Work on a Paid Holiday shall be paid at one and one-half times (1.5X) their regular rate for all hours worked on the Paid Holiday.
- (d) In addition to their regular salary, ten point four percent (10.4%) of their hourly rate in lieu of vacation and paid holidays, will be paid.
- (e) Shift and Weekend Premiums and Overtime will be paid in accordance with the terms of this Agreement.
- (f) Article 4 - Union Membership and Dues Check-Off.
- (g) Article 7 - Grievance Procedure.
- (h) Article 6 - Employer/Union Consultation.
- (i) Article 11 - Time off for Union Business.
- (j) Article 31 - Layoff and Recall. Only including Clause 32.02 after the completion of six months of continuous, uninterrupted service.
- (k) Article 15 - Hours of Work, except 15.01, 15.02 and 15.04.
- (l) Article 27 – Workers' Compensation, Employees sustaining an injury in the course of their duties with the Employer shall be entitled to the benefits as covered by the Workers' Compensation Act.

- (m) Article 29 – Safety Eyewear, Safety Footwear and Clothing. Temporary Employees will be eligible for reimbursement of prescription safety glasses in accordance with Clause 29.02 after one thousand forty (1,040) cumulative hours of work. Temporary Employees will subsequently be eligible for reimbursement of replacement prescription safety glasses after an additional four thousand one hundred sixty (4,160) cumulative hours of work. All other provisions of Article 29 apply to Temporary Employees.
- (n) Article 36 - Pay Plan Application.

ARTICLE 31  
Lay-Off and Recall

- 31.01 In determining the order of lay-off for each elevator, Employee's seniority will be recognized. Employees will be laid off in reverse order of their total seniority, providing the retained Employees are qualified to do the work.
- 31.02 The Employer shall notify the Union and Employees who are to be laid off twenty (20) work days before the lay-off is to be effective. Employees with ten (10) years or more service shall be given two (2) months notice of lay-off. If any of the affected Employees have not had the opportunity to work their full notice of lay-off, they shall be paid in lieu of work for any part of their notice during the period which work was not made available.  
  
The written notice of layoff will be issued only one time for the purposes of Clause 31.02, except in the case of an employee with ten (10) years or more of service. Temporary employees shall not be eligible to access Article 7 Grievance procedure upon notice of layoff.
- 31.03 Employees who have been laid off shall be recalled by their elevator in the order of their total seniority provided they are qualified to do the work. No new Employees shall be hired until those laid off have been given the opportunity of re-employment.
- 31.04 Recall notice shall be by registered mail to the Union and to the Employee's last address on record with the Employer. It is the responsibility of each Employee to notify the Employer promptly in writing of any change of address. When recalled, unless an Employee signifies within two (2) days of receipt of the notice, their intention to return to work, or fails to report to work after so signifying within a further five (5) days, they shall forfeit their claim to re-employment.
- 31.05 The period that an Employee is entitled to recall notice shall be one (1) year from the date of lay-off. The recall period may be waived by the Employee affected.
- 31.06 Employees on layoff shall be offered any temporary shifts/hours in order of seniority. Employees may refuse these shifts/hours without adversely impacting their recall rights.

ARTICLE 32  
Lay-off and Severance Pay

32.01 Lay-Off

An Employee who has one year or more of continuous employment and who is permanently laid off is entitled to be paid severance pay at the time of lay-off. An Employee who is laid off and not recalled during the one year recall period shall be considered permanently laid off and severance pay will be mailed to their last known address.

32.02 In the case of an Employee who is laid off permanently or for a period in excess of one year the amount of severance pay shall be one and one-half (1.5) weeks pay for each year of service up to a maximum of forty-six (46) weeks.

32.03 In the event of a permanent plant closure in Edmonton or Lethbridge, any bargaining unit Employee of the closed facility will be able to use their seniority to displace any bargaining unit Employee from the remaining terminals. Any Employee who elects to transfer as a result of a plant closure shall receive up to \$2,500.00 in a transfer allowance which will be paid against receipts submitted for expenses incurred in relocating.

Any Employee who in turn loses their job as a result of this displacement shall be laid off subject to recall as provided by the current agreement.

Any Employee who chooses not to transfer shall receive severance as per Clause 32.02.

32.04 Severance pay will not be paid to Employees terminated for cause.

ARTICLE 33  
Apprentices

33.01 Apprentices shall be granted all the terms and conditions of this Agreement. Notwithstanding the foregoing:

- (a) Clause 32.02, Severance Pay, does not apply.
- (b) Apprentices shall not have access to Article 7 - Grievance Procedure for termination as a result of either:
  - (i) failure to comply with the terms and conditions of the Manpower Development Act and/or Regulations, or
  - (ii) the unavailability of tradesmen positions upon completion of the Apprenticeship Program.

33.02 The rates of pay for apprentices shall be established as follows:

- (a) Employees who enter the Apprenticeship Program may, in the discretion of the Employer, be paid in excess of the product of the appropriate percentage established in regulations pursuant to the Manpower Development Act.
  - (b) New Employees commencing employment with the Employer under a contract of Apprenticeship shall be paid the product of the appropriate percentage established in regulations pursuant to the Manpower Development Act.
- 33.03
- (a) Employees in the Apprenticeship Program attending school as required by the Manpower Development Act shall be deemed to be on leave of absence and shall not accrue benefits, but shall retain the level of pay, benefits and seniority he had at the commencement of such leave.
  - (b) Such apprentices shall not have their regular salary reduced during full-time attendance at school as required by their apprenticeship. In these cases, upon submission to the Employer of evidence of their remuneration under the Apprenticeship Program, the Employer will make up the difference between their regular salary and the amounts received under the program as salary, provided the Apprentice successfully passes the required examinations.

#### ARTICLE 34

##### Pension Plan and Retirement Savings

- 34.01 The provisions of the Pension Plan applicable to Employees covered by this Agreement shall not be altered except through negotiations between the parties to this Agreement.
- 34.02 Details of the Pension Plan are outlined in the Pension Plan booklets which are provided to Employees by the Employer.
- 34.03 Effective the date of ratification, the Employer and the Union have agreed to a termination of the Cargill ATL Defined Benefit Pension Plan, with any surplus remaining in the plan to be allocated according to the provisions in the Letter of Understanding Re: Pension Wind Up.
- 34.04 The Employer shall recognize all service with the Canadian Government Elevators and the Alberta Terminals Ltd. while owned by the Province of Alberta for purposes of qualifying for pension benefits. It is recognized that this service will not be considered for calculation of benefit levels owing under the existing pension plan.

34.05 **Pension Working Group**

Subject to the ongoing responsibility of the Plan Administrator to administer the Pension Plan, the Employer and the Union agree to establish a Working Group which shall be composed of up to three (3) representatives named by the Employer, and up to three (3) representatives named by the Union. The Working Group shall meet to discuss and decided details of the Cargill ATL Defined Benefit (DB) Pension Plan wind up, and transition details to the Cargill Limited and Associated Companies Salaried Employees' Pension Plan.

The Parties agree that the Collective Bargaining process is the ultimate authority in making changes to the Pension Plan. Proposals by the Pension Working Group may be explored during the next round of collective bargaining.

34.06 The Employer agrees to provide the Employees the standard Cargill retirement savings programs. Information outlining the options available will be provided to the Employees by the Employer.

34.07 Employees may contribute up to the Canada Revenue Agency limit into a RRSP account which is established as a group RRSP in the name of the Employees. Current plan terms include the Employer match of the Employee RRSP contribution up to four percent (4%) of pensionable income at a rate of seventy-five percent (75%). Current plan terms include the maximum Employer matching amount at three percent (3%) of pensionable income.

34.08 Should the Employer decrease the RRSP match in the Salaried DC RRSP Program during the life of this Collective Agreement, the Employer will provide impacted Employees an allowance equal to the difference in the decrease in the Employer match contribution. The difference will be calculated based on the impacted Employees' contribution levels averaged over the six (6) months prior to the date of notification of the decrease in the Employer match contribution.

34.09 All matter of policy, administration, design and eligibility will not be subject to the grievance or arbitration provisions of the Collective Agreement.

ARTICLE 35  
Notice of Resignation

35.01 An Employee is required to provide the Employer with ten (10) workdays prior written notice of resignation if they wish to resign in good standing.

ARTICLE 36  
Pay Plan Application

36.01 All persons hired by the Employer shall be paid a rate contained in Schedule A.

- 36.02 In the event that the Employer has just cause to withhold an Employee's increment, the Employee must be notified on or before the due date of the increment, otherwise the increment shall not be withheld. The increment may be awarded at a later date, with or without retroactive effect, at the discretion of the Employer.
- 36.03 Classifications shall be assigned to Pay Levels as listed in Schedules B and C.
- 36.04 Schedule C Requirements for Advancement  
The Employer will make reasonable attempts to provide training time for Terminal Operators 1-3 without interfering in business operations. Training will include performing tasks independently to demonstrate competency and retention. Training assessments will be completed at least once every three (3) months to determine advancement eligibility.
- 36.05 Once training in all tasks for the next level of Terminal Operator has been completed, Employees will be observed by a Manager and a Terminal Operator 4 prior to being advanced to the next level.
- 36.06 The Employer withholds the ability to direct and assign any tasks to Employees in all classifications referenced in Schedules B and C.

ARTICLE 37  
Information for Employees

- 37.01 The Employer agrees to supply each permanent Employee with a copy of the Collective Agreement and will endeavour to do so within one (1) month after receipt from the printer.
- 37.02 On commencing employment, new permanent Employees shall be provided with a copy of the existing Collective Agreement by the Employer.
- 37.03 The Employer agrees to supply each temporary Employee with a copy of the existing Collective Agreement when the Employee joins the Union.

ARTICLE 38  
Strike and Lockouts

- 38.01 The Employer agrees that there shall be no lockouts, and the Union agrees that there shall be no strikes, as defined in the Act, during the term of this Agreement.



LETTER OF UNDERSTANDING #1  
CURRENT TEMPORARY EMPLOYEES


The Parties agree that current temporary employees shall be grandfathered at their current employment status, and rate of pay. Further it shall be agreed that if these employees are laid off, and subsequently recalled, they shall be entitled to their pre-layoff rate of pay.

  
\_\_\_\_\_  
On behalf of the Employer

*7 April 2024*  
\_\_\_\_\_  
Date

DocuSigned by:  
*Layne Maciura*  
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\_\_\_\_\_  
On behalf of the Employer

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Date

  
\_\_\_\_\_  
On behalf of the Union

*April 5, 2024*  
\_\_\_\_\_  
Date

LETTER OF UNDERSTANDING #2


RETIREES AND TEMPORARY EMPLOYMENT

Whereas employees who have retired from the Alberta Terminal possess valuable skills and experience in the grain handling industry, the parties to this Collective Agreement agree to the following principles respecting employment opportunities for retired employees:

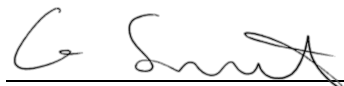
- 1) The Employer will give priority consideration for temporary employment to retirees of the Alberta Terminal facilities having five (5) or more years of continuous experience.
- 2) When retirees of the Alberta Terminal facilities are hired for temporary positions, they will be paid at minimum the rate of pay at the Terminal Operator level pay scale they received when they were last employed.
- 3) The provisions in Article 30 - Temporary Employees shall apply to all retirees who are re-hired.
- 4) Retirees considered for employment in temporary positions will be subject to bone fide medical testing related to the duties in the terminal facilities.

  
\_\_\_\_\_  
On behalf of the Employer

8 April 2024  
\_\_\_\_\_  
Date

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On behalf of the Employer

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Date

  
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On behalf of the Union

April 5, 2024  
\_\_\_\_\_  
Date

LETTER OF UNDERSTANDING #3

SHORT TERM, LONG TERM DISABILITY PLAN AND PENSION PLAN

This will serve to confirm the arrangements which have been agreed upon with respect to the administration and operation of the Short Term and Long Term Disability Plans and the Pension Plan for the Company's Employees.

A representative of the Employer's Total Rewards and/or HR Operations will meet with a benefits consultant or other designated representative of The Alberta Union of Provincial Employees, upon request, at mutually convenient times and locations.

It is understood that the purpose of such meetings may be to recommend policy direction regarding the operation of the Plan, interpretation of the provisions of the Plan when necessary, ensure satisfactory services are being provided by the third party claims adjudicator, and to undertake such additional functions as may be mutually agreed upon between the Employer and The Alberta Union of Provincial Employees.


The Parties agree that the Collective Bargaining process is the ultimate authority in making changes to the Short Term and Long Term Disability and Pension Plan. Recommendations by the designated representatives may be explored during the next round of collective bargaining.

  
\_\_\_\_\_  
On behalf of the Employer

8 April 2024  
\_\_\_\_\_  
Date

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On behalf of the Employer

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Date

  
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On behalf of the Union

April 5, 2024  
\_\_\_\_\_  
Date

LETTER OF UNDERSTANDING #4

NEW TERMINAL OPERATOR (1-4) CLASSIFICATION TRANSITION

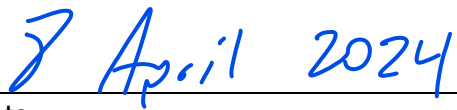
All Employees

1. Effective the date of ratification, all Employees will receive the wage increase outlined in Schedule A for their current classification.

Lethbridge Plant

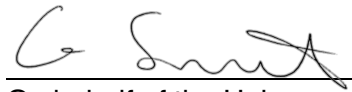
2. Upon ratification, current Grain Handlers and Terminal Operators employed at the Lethbridge Plant will be assessed based on their capabilities and placed into the new Terminal Operator (1-4) level classification.
3. If the Employee's assessed new Terminal Operator (1-4) level is lower than their current Grain Handler or Terminal Operator rate of pay:
  - a. the Employee will remain at their current Grain Handler or Terminal Operator rate of pay until the annual increment for the new Terminal Operator (1-4) level catches up to their rate of pay.
  - b. The Employer will create a training and skill development plan to reach the corresponding level of new Terminal Operator (1-4) within six (6) months of the initial assessment. Training assessments will be completed at least once every three (3) months.
4. The criteria, competencies and assessment process required to progress through the new Terminal Operator (1-4) levels are outlined in Schedule C and Article 36.

  
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On behalf of the Employer

  
\_\_\_\_\_  
Date

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On behalf of the Employer

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Date

  
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On behalf of the Union

April 5, 2024  
\_\_\_\_\_  
Date

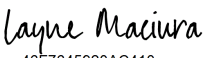
LETTER OF UNDERSTANDING #5

TRANSITION TO CARGILL STANDARD HEALTH AND WELFARE BENEFIT PLAN

Effective the date of ratification, Employees will transition to the Cargill Standard Health and Welfare Benefit Plan. Employees will have the option to enroll in the core or buy up plan at the co-share levels defined in the Standard Plan. The Employer will provide a one-year transition allowance equivalent to the Employee's annual premium for the coverage level selected at the time of transition.

  
\_\_\_\_\_  
On behalf of the Employer

8 April 2024  
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Date

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On behalf of the Employer

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On behalf of the Union

April 5, 2024  
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Date

LETTER OF UNDERSTANDING #6

BETWEEN:

Alberta Terminals, a division of Cargill Limited  
hereinafter called the "Cargill"

- and -

Local 118/109 of The Alberta Union of Provincial Employees,  
on behalf of The Alberta Union of Provincial Employees  
hereinafter called the "AUPE"

**Re: Pension Wind Up**

Re: Pension Plan for Union Employees of Alberta Terminals, A Division of Cargill Limited (the "Cargill ATL Defined Benefit (DB) Pension Plan")

Office of the Superintendent of Financial Institutions Canada ("OSFI"): 0055904  
Canada Revenue Agency Reg No.: 0421156

Unless otherwise defined in this document, capitalized terms shall have the same meaning as defined in the Cargill Defined Benefit Pension Plan document.

The Parties agree as a result of the winding up of the Cargill ATL Defined Benefit (DB) Pension Plan the following shall apply;

**Pension Plan**

1. All new hires from the date of ratification will join the Cargill Limited and Associated Companies Salaried Employees' Pension Plan, Registration No. 0055702 Canada Revenue Agency Reg. No. 0387274 (the "Salaried Cargill Defined Contribution (DC) Pension Plan"), Manulife Policy #10003230.
2. All current Employees will be transitioned to and enrolled in the Salaried Cargill Defined Contribution (DC) Plan effective June 1, 2024.
3. The Parties will work together to terminate and wind up the Cargill ATL Defined Benefit Pension Plan, effective May 31, 2024 (the "Termination Date"). The conditions are outlined in paragraphs 4 to 16 below:
4. All active Employees and deferred members will receive their pension benefits accrued as of the Termination Date, either as a lump sum, deferred or immediate annuity (as applicable), or transfer into another pension plan or registered retirement arrangement, at their option, as determined by the provisions of the Cargill ATL Defined Benefit Pension Plan, actuarial standards and pension legislation. For greater certainty, portability will be available to active employees and deferred members in the plan who are eligible under the Cargill ATL Defined Benefit Pension Plan for payment of an immediate pension.

5. All current active members enrolled in the Cargill ATL Defined Benefit Pension Plan will cease accruals in the Cargill ATL Defined Benefit Pension Plan effective May 31, 2024 and will be enrolled in the Cargill Defined Contribution (DC) Plan for all future pension accruals, effective June 1, 2024. For further clarity, all pensions accrued prior to the Termination Date shall remain in the Cargill ATL Defined Benefit Pension Plan and shall be settled based on the option elected by the plan participant upon approval of the windup by the OSFI.
6. All pensioners and beneficiaries who are currently receiving a pension, and terminated vested members who are entitled to a pension from the Cargill ATL Defined Benefit Pension Plan shall continue to receive all benefits accrued. Upon approval of the wind up from the OSFI, Cargill will purchase immediate and deferred annuities in the same amount and form of the pension benefits accrued for all retired members, beneficiaries, and terminated vested members from a life insurance company licensed to transact in Canada in accordance with legislative and regulatory requirements.

### **Surplus**

7. Subject to Paragraphs 13 and 14 below and OSFI approval:
  - (a) One hundred percent (100%) of the surplus in the Cargill ATL Defined Benefit Pension Plan as of the Wind Up Date will be distributed to plan beneficiaries as of the Termination Date.
  - (b) The portion of surplus to be allocated to each member will be determined in accordance with a method to be approved by AUPE and to be documented separately.
8. Cargill and the AUPE will review the list of plan beneficiaries who will be eligible to share in the surplus. Subject to the approval of the OSFI, eligible beneficiaries will include current active members and former members of the Cargill ATL Defined Benefit Pension Plan, including retired members, beneficiaries and terminated vested members, who are entitled to pension benefits payable from the plan on the Termination Date.
9. Subject to OSFI approval, the surplus will be deposited in a RRSP, TFSA, additional annuity, or lump sum according to each employee's election and discretion.
10. All active and former members of the Cargill ATL Defined Benefit Pension plan will be notified of the details of the allocation of the surplus funds from the plan, subject to the approval of the OSFI.

### **Transitional Allowance**

11. Cargill will establish a transitional allowance account of two hundred and fifty thousand dollars (\$250,000) to be distributed to all active members as at November 20, 2023 who will be enrolling in the Salaried Cargill Defined Contribution (DC) Pension Plan.


The transitional allowance will be allocated to members as follows:

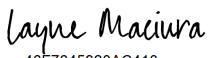
- (a) 50% of funds in the account will be paid to members in equal shares, and
  - (b) the other 50% will be allocated pro rata on a seniority basis determined by the years of service and age of each active member, to be agreed upon by the AUPE.
12. The transitional allowance will be deposited in a RRSP, TFSA, additional annuity, or lump sum according to each employee's election and discretion.

**Other**

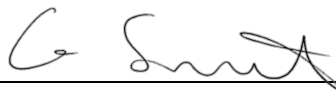
13. All expenses incurred by Cargill in terminating and winding up the ATL Defined Benefit Pension Plan and in connection with the surplus application and distribution will be allocable to and paid from the surplus. All expenses incurred by the AUPE's pension professionals will be allocable to the surplus and paid from the pension fund from time to time upon receipt by Cargill of invoices approved by the AUPE.
14. The total expense incurred by Cargill and AUPE allocable to and paid from the surplus plan will not exceed four hundred thousand dollars (\$400,000). Both parties will make efforts to control expenses incurred in terminating the plan. Expenses exceeding four hundred thousand dollars (\$400,000) to be paid from the plan will require approval by the Pension Transition Working Group.
15. Cargill will develop and implement a financial education plan for members which will include providing independent financial professional to each active member to advise on all options available on plan termination and surplus distribution.
16. Cargill and AUPE will consult through their pension professionals in the review of all documents pertaining to the termination and surplus distribution including any required plan amendments or resolutions, agreements and other regulatory requirements and the content of notices and other communications to be delivered by Cargill. The pension professionals, Cargill, and AUPE will function as the Pension Transition Working Group referenced in Clause 34.05 in the Collective Agreement.

  
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On behalf of the Employer

  
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Date

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On behalf of the Employer

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Date

  
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On behalf of the Union

April 5, 2024  
\_\_\_\_\_  
Date



**SCHEDULE A**

	<b>Jan. 1, 2020</b>	<b>Jan. 1, 2021</b> 1.5%	<b>Jan. 1, 2022</b> 1.5%	<b>Jan. 1, 2023</b> 3%	<b>Jan. 1, 2024</b> 3.5%	<b>Jan. 1, 2025</b> 2.5%	<b>Jan. 1, 2026</b> 2.5%	<b>Jan. 1, 2027</b> 2.5%
<b>Terminal Operator</b>	34.47	34.99	35.51	36.58	37.86			
<b>GH1</b>	25.33	25.71	26.10	26.88	27.82			
<b>GH2</b>	27.85	28.27	28.69	29.55	30.59			
<b>GH3</b>	32.12	32.60	33.09	34.08	35.28			
<b>Maintenance</b>	36.47	37.02	37.57	38.70	40.05	41.06	42.08	43.13
<b>Millwright</b>	38.69	39.27	39.86	41.06	42.49	43.55	44.64	45.76
<b>Electrician 1</b>	40.64	41.25	41.87	43.12	44.63	45.75	46.89	48.07
<b>Electrician 2</b>	44.85	45.52	46.21	47.59	49.26	50.49	51.75	53.04
<b>TO 1-4 to start after placement in to assessed TO level as per LOU#4</b>				<b>TO1</b>	27.00	27.68	28.37	29.08
				<b>TO2</b>	31.00	31.78	32.57	33.38
				<b>TO3</b>	34.00	34.85	35.72	36.61
				<b>TO4</b>	37.86	38.81	39.78	40.77

**Temporary Employees**

	<b>Jan. 1, 2020</b>	<b>Jan. 1, 2021</b>	<b>Jan. 1, 2022</b>	<b>Jan. 1, 2023</b>	<b>Jan. 1, 2024</b>	<b>Jan. 1, 2025</b>	<b>Jan. 1, 2026</b>	<b>Jan. 1, 2027</b>
<b>0 hours</b>	16.61	16.86	17.11	22.00	22.44	22.89	23.35	23.81
<b>1040 hours</b>	17.69	17.96	18.49	23.78	24.25	24.74	25.23	25.73
<b>2080 hours</b>	18.76	19.32	19.71	25.34	25.84	26.36	26.89	27.43
<b>4160 hours</b>	19.83	20.23	20.63	26.52	27.05	27.60	28.15	28.71
<b>6240 hours</b>	20.90	21.32	21.74	27.96	28.51	29.08	29.67	30.26
<b>8320 hours</b>	21.97	22.41	22.41	28.81	29.39	29.97	30.57	31.18
<b>10400 hours</b>	23.04	23.04	23.04	29.62	30.21	30.82	31.43	32.06
<b>12480 hours</b>	24.12	24.12	24.12	31.01	31.63	32.26	32.91	33.57

**\*Retroactive Pay to January 1, 2021, will be paid within sixty (60) days of ratification to all Employees employed as of November 20, 2023.**

## SCHEDULE B

### Levels of Classification

Grain Handler\*

Terminal Operator\*

\*Effective the date of ratification, Grain Handler and Terminal Operator classifications will be transitioned to the new Terminal Operator 1-4 classifications following LOU #4 re New Terminal Operator Classification.

### TERMINAL OPERATORS (1-4)

Terminal Operator 1

Terminal Operator 2

Terminal Operator 3

Terminal Operator 4

### TRADE PERSONS

Maintenance Worker

Millwright

Electrician - Tier 2

Electrician - Tier 3

Attached and forming part of this Schedule are the descriptions of the work referred to in the above classifications.

### JOB SUMMARIES

Notwithstanding the summaries below, all Terminal Operators will be trained in other functions incumbent in this classification.

#### Maintenance Worker

Responsible and reporting to the Production Supervisor, plans, organizes and executes the installation, maintenance and repair of all the mechanical, structural, grain conveying and building service equipment and components in grain elevators; organizes and carries out the maintenance, repair, alterations and modifications of all buildings on the elevator premises; assists in the preparation of contract project estimates and evaluates completed contract work; maintains inventory of supplies, shop tools and equipment and performs other related duties as required.

Responsible for training staff with the direction of management in the areas related to their specific job procedures.

Responsible for safety training and awareness.

From time to time, the maintenance worker will be expected to perform grain-handling responsibilities. Maintenance Worker will provide customer service and will exercise appropriate people skills when dealing with colleagues and customers.

### CERTIFIED TRADES PERSON

#### Millwright

Responsible and reporting to the Production Supervisor, plans and organizes the activity of the millwright section, maintains and repairs operating machinery, equipment and buildings, installs new machinery and equipment, estimates the cost and evaluates completed contract repair and installation work, maintains inventory of supplies, shop tools and equipment and performs other related duties as required.

Responsible for training staff with the direction of management in the areas related to their specific job procedures.

Responsible for safety training and awareness.

In isolated circumstances, the millwright will be expected to perform grain handling responsibilities. Millwright will provide customer service and will exercise appropriate people skills when dealing with colleagues and customers.

#### Electrician

Responsible and reporting to the Production Supervisor, plans, organizes, controls and executes all electrical distribution, lighting, motor control and electronic control systems, performs maintenance and annual inspection of the fire alarm system, assists in the preparation of estimates for repair and maintenance projects, installations and commissioning of the electrical portion of repair/maintenance and capital projects, maintains inventory of supplies, tools and equipment, performs other related duties as required.

In isolated circumstances, the electrician will be expected to perform grain handling responsibilities.

The electrician will be expected to perform electrical work at the other facilities which may require a substantial amount of out of town travel. Electrician will provide customer service and will exercise appropriate people skills when dealing with colleagues and customers.

### Electrician - Tier 2

In addition to the duties and responsibilities of the Electrician.

To be knowledgeable and capable of maintaining and repairing programmable controllers, microcomputers, minicomputers, digital electronics and capable of maintaining and repairing electronic scales as well as performing minor computer programming changes as required.

Supervise all electrical work and assign electrical staff their duties.

### Electrician - Tier 3

In addition to the duties and responsibilities of the Electrician - Tier 2.

Must have successfully completed the necessary training programs to improve their knowledge of computer programming technology as related to individual company operations.

Management of the electrical/electronics of capital projects and/or supervision of outside contractors.

**SCHEDULE C**  
**Terminal Operator 1-4 Requirements for Advancement**

	Operation Area	Task Skills
<p><b>Level 2 Required Capabilities</b></p>	<p>Facility Operation</p>	<p>Load and Unloading Rail Cars</p> <ul style="list-style-type: none"> <li>• Flip lids.</li> <li>• Prepare cars for loading/unloading.</li> <li>• Load cars balanced.</li> <li>• Shuttle Wagon or Car Progressioner operations</li> <li>• Receive and dump trucks in absence of controller.</li> <li>• Operate switches.</li> <li>• Be able to co-ordinate railcar movement and spotting for loading and unloading.</li> <li>• Load trucks in the shed.</li> </ul> <p>Housekeeping</p> <ul style="list-style-type: none"> <li>• Shipping/Receiving Shed and Tracks.</li> <li>• Basement and Basement Tunnels.</li> <li>• Stairwells throughout the plant.</li> <li>• Cleaner floor.</li> <li>• Bin floor.</li> <li>• Annex.</li> <li>• Distribution floor.</li> <li>• Scale floor.</li> <li>• Top floor.</li> </ul> <p>Yard Maintenance</p> <ul style="list-style-type: none"> <li>• Clean grain and dust.</li> <li>• Clear Snow.</li> <li>• Clean Tracks.</li> </ul> <p>Pre Use Inspection</p>
	<p>Mobile Equipment (Bobcat, Tractor, etc.)</p> <p>Health and Safety</p>	<p>Safe Operation (Bucketing, Scraping, Mowing, etc.)</p> <p>Maintain Safety Training Compliance as per Yearly Goals.</p> <p>Ability to identify hazards and document as required.</p> <p>Maintain at least 90% training compliance throughout the year.</p>

	Operation Area	Task Skills
<b>Level 3 Capabilities</b>	Operator Care of Equipment  Annex	<p>Inspection.</p> <p>Greasing. Safely and Accurately Set Mayo Spouts. Safely and Accurately Set Trippers. Responsible for housekeeping of area. Ensures all safety procedures are adhered to and followed. Receiving Trucks. Shipping Trucks. Shipping Rail Cars. Receiving Rail Cars. Transferring grain within all areas of terminal.</p> <p>Operate Cleaners</p> <ul style="list-style-type: none"> <li>• Setting Machines to maintain desired specifications</li> <li>• Monitoring and sampling</li> <li>• Operate Care – greasing, inspections, etc.</li> </ul> <p>Contribute and be able to Track Inspection Proactively identify and Control Workplace Hazards</p>
<b>Level 4 Capabilities</b>	Training          Health and Safety	<p>Ability to communicate information clearly.</p> <p>Shows patience for learning</p> <p>Can adapt to learner’s style</p> <p>Proactively looks to train and develop junior team members</p> <p>Confident in their abilities</p> <p>Can share and work through differences of opinion</p> <p>Approachable and engaging member of the team that promotes an inclusive environment.</p> <p>Understands all the equipment</p> <p>Troubleshooting</p> <p>Contribute to R &amp;M planning</p> <p>Demonstrate good pre job hazard discussions with TO1-3 and contractors.</p> <p>Can and will lead and run safety meetings with employees.</p>

### Term of Agreement

This Agreement, including Appendices thereto unless altered by mutual consent of both Parties hereto, shall be in force and effect from January 1, 2021 until December 31, 2027 and from year to year thereafter unless notification of desire to amend or terminate be given in writing by either Party not less than thirty (30) days and not more than one hundred and twenty (120) days prior to its expiration date.

Where notice is served by either Party, the provisions of this Agreement shall continue until settlement is agreed upon and a new Agreement signed or conciliation proceedings under the Act are exhausted.

Wage rates specified in the pay schedule attached shall be effective from dates indicated.

Any notice required hereunder to be given shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope addressed in the case of the Employer to:

Human Resources Manager  
Cargill Limited  
300 – 240 Graham Avenue  
Winnipeg, MB R3C 4C5

and in the case of the Union to:

The President  
The Alberta Union of Provincial Employees  
10025 - 182 Street  
Edmonton, Alberta T5S 0P7

IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed by their duly authorized officers in that behalf the day and year written below.

Dated this 08 day of April, 2024.

ON BEHALF OF CARGILL LTD.



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WITNESS

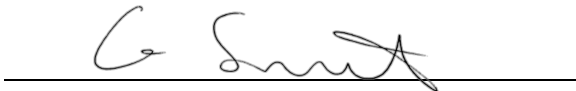
ON BEHALF OF CARGILL LTD.

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WITNESS

ON BEHALF OF THE ALBERTA UNION  
OF PROVINCIAL EMPLOYEES



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WITNESS