

THIS AGREEMENT

BETWEEN:

**DISCOVERY CO-OPERATIVE LIMITED**

**AND:**

**GRAIN AND GENERAL SERVICES UNION, LOCAL 1**

**MEMORANDUM OF AGREEMENT**

*(Errors and Omissions Excluded)*

The parties agree to recommend the attached changes to the expired Collective Agreement as the terms for a replacement agreement to each of their respective principals for ratification. Upon ratification both parties shall execute a replacement agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017, in the City of North Battleford, Saskatchewan.

**For the Union:**

**For the Employer:**

## 1. General

- Amend "Viterra" to "**Discovery Co-operative Limited**" throughout the Collective Agreement.
- Amend "Company" to "Co-operative" throughout the Collective Agreement

## 2. Article 1 – Scope and Definition

- Amend to read as follows:

"Discovery Co-operative Ltd. (hereinafter referred to as "the Co-operative") recognizes the Grain and General Services Union (ILWU – Canada)(hereinafter referred to as "the Union") for the duration of this agreement as the sole collective bargaining agent for purposes of collective bargaining in respect of wages/salaries and other conditions of employment on behalf of employees of the Co-operative at the Farm Supply centre located at 10060 Hereford St, North Battleford, Saskatchewan, with the exception of the Agro Division Manager and the Operations Manager."

## 3. Article 1.9 – Job Family Level

- Delete and re-number the balance of remaining sub-articles

## 4. Article 4.6 – Company Relations

- Delete "members of the four designated groups as defined by the Employment Equity Act."

## 5. Article 5.3 – Maintenance of Membership

- Delete ", job family level"

## 6. Article 6.1 – Grievances

- Amend to read:

Step 1 – The grievance shall be taken up with the employee's immediate manager, who shall render a decision within three (3) working days of the receipt of the grievance. Executive grievances (those submitted by the Union organization rather than any an individual) shall dispense with step 1.

Step 2 – Within seven (7) working days of the receipt of the decision in step 1, the grievance shall be taken up with the General Manager who shall render a decision within seven (7) working days.

Step 3 – A grievance is referred to arbitration by either party giving notice to the other in writing of their intention to do so. Such written notice shall be given within ten (10)

working days of the receipt of decision at step 2, or from the expiry of the time limits at step 2, whichever is the earlier. Within seven (7) working days of receipt of such written notice, each party shall appoint a nominee. Within a further seven (7) working days the General Secretary of the Union, and the General Manager, or their designates shall consult with regarding to appointing a Chairperson to the Board. If the Union and the Company fail to agree on the appointment of a Chairperson, they shall request the Provincial Minister of Labour to appoint a Chairperson of the Arbitration Board and the person so appointed shall be duly empowered to act accordingly. Upon agreement between the Co-operative and the Union the Board may consist of a single arbitrator.”

**7. Article 6.4 – Grievances (New)**

- Add a new sub-section 6.4 to read **“The grievor shall have the right to attend the arbitration of their grievance without the loss of wages, benefits, or service.”**

**8. Article 6.5 – Grievances**

- Amend the sub-section to read “References to disciplinary matters shall not be used against an employee after two (2) years providing there have been no further incidents of the same or substantially similar nature during that two (2) year period.”

**9. Article 8.2 (b) – Benefit Plans**

- Add to the end of the paragraph:

**“The employee can opt to transfer to the Long Term Disability Plan, subject to the rules and regulations of the plan and the timely filing of proof of loss, at any time between ninety (90) calendar days and the limit of their accumulated sick leave credits, or the maximum of one hundred and nineteen (119) calendar days, in any one illness.”**

**10. Article 8.3 (b) – Benefit Plans**

- Amend “fifteen (15) weeks or for one hundred and five (105) calendar days” to **“seventy-six (76) calendar days”**

**11. Article 9.1 – Pension Plan**

- Amend the first paragraph to read:

**“All Regular Full-time and Regular Part-time employees shall, as a condition of employment, participate in a defined contribution pension plan maintained by the Co-operative, in accordance with the bylaws of that plan. These eligible employees shall be enrolled in the plan on the first day of the month following completion of the ninety (90) day service period.”**

- Amend the second paragraph to read:

“Participating employees will each contribute **six percent (6%)** of earnings of the plan. The Co-operative will contribute six percent (6%) of an employee’s earnings to the plan.”

- Add the following after the last sentence in the third paragraph:

**“Earnings shall include time taken off as banked time under Article 18.4.”**

## **12. Article 10.4 – Boot Allowance**

- Delete the last two sentences and replace with:

**“Regular employees at these worksites who are required to wear safety footwear shall be reimbursed for the purchase of safety footwear to a maximum of one hundred and seventy-five dollars (\$175.00), upon providing a receipt. For new employees, reimbursement will not be made until the employee passes probation.”**

## **13. Article 12.1 – Seniority**

- Delete “ten (10)” and replace with **“five (5)”**

## **14. Article 12.3 – Seniority**

- Delete “wage/salary and”

## **15. Article 12.7 – Seniority**

- Amend to read as follows:

- “a) After three (3) months’ services and up to one year’s service – one (1) week’s written notice or pay in lieu.**
- b) After one (1) year of services and up to three (3) years’ service – two (2) weeks’ written notice or pay in lieu.**
- c) After three (3) years’ of services and up to five (5) years’ service – four (4) weeks’ written notice or pay in lieu.**
- d) After five (5) years’ of services and up to ten (10) years’ service – six (6) weeks’ written notice or pay in lieu.**
- e) After ten (10) years’ – eight (8) weeks’ written notice or pay in lieu.**

**For the purpose of this section, pay in lieu of notice shall be at regular rates, exclusive of overtime.”**

## **16. Article 12.10 – Seniority**

- Amend to read **“The Co-operative will make benefit plans available to employees on layoff (except for seasonal layoffs) up to a maximum of one (1) year, provided the employee pays the full premium for the plan.”**

**17. Article 13.2 – Leave of Absences**

- Delete “Canada Labour Code” and replace with **“Saskatchewan Employment Act”**

**18. Article 13.3 – Leave of Absences**

- Amend the title to be **“Family Leave”**
- Amend the sub-section to read as follows:

**“Employees shall be allowed to take up to three (3) days paid leave per year, chargeable to earned sick leave credits, to attend to family matters, including but not limited to parental/school requirements, medical, dental, and other healthcare appointments of the employee or members of his/her immediate family.”**

**19. Article 13.4 – Leave of Absences**

- Amend to read:

**“Special leave of absence with pay shall be granted a minimum of two (2) days, to a maximum of seven working days in cases of pressing emergency. Pressing emergency shall include death, serious accident or illness in the immediate family of an employee. Length of such leave shall be determined by the Co-operative, who will take into consideration emergency and travel time. Immediate family shall be confined to spouse, mother, father, brother, sister, children of an employee, step-parent and step-children, grandparent, and grandchildren.**

**Two days’ leave of absence with pay will be granted to attend the funeral of an employee’s mother-in-law, father-in-law, brother-in-law and sister-in-law.”**

**20. Article 13.5 – Leave of Absences**

- Delete in its entirety, and re-number the balance of the remaining sub-Articles.

**21. Article 13.7 a) – Leave of Absences**

- Amend to read **“two (2) bargaining unit employees to a maximum of eight (8) days for attending negotiations.”**

**22. Article 15.2 – Probation and Termination of Employment**

- Delete “3” and replace with “2”

### 23. Article 16.1 – Demotion Formula

- Amend (a) and (b) to read as follows:
  - “a) The employee shall continue to receive the wage/salary being received prior to demotion for a period not to exceed **nine (9)** months.
  - b) Upon commencement of the **tenth (10th)** month, the employee’s wage/salary shall be reduced to an appropriate rate within the range of the new position.”

### 24. Article 18.2 – Hours of Work and Overtime

- Amend the second sentence to read “The Co-operative may implement modified or variable hours of work schedules provided the Union is notified and the affected employees agree to vary or modify their hours of work.”

### 25. Article 18.4 – Hours of Work and Overtime

- Delete the first paragraph and replace with:

**“All hours worked, either before or after regular hours of work, arrived at pursuant to this Article, shall be considered as overtime hours and shall be paid at the rate of time-and-a-half (1 ½ x) for the first three hours’ worked in any one day, and double (2x) the regular rate for hours worked in excess of three hours’ overtime in any one day.**

**Double (2x) the regular rate shall be paid for all hours worked on an employee’s days or part-days of rest. If an employee is called back to work on their regular days or part-days of rest, they shall receive not less than four (4) hours’ pay at double (2x) their regular rate of pay.”**
- Amend the last sentence of the last paragraph to read:

**“However, with agreement of the Co-operative, employees may bank their overtime worked, at the appropriate overtime rate, to be taken as paid time off work on mutual agreement between the Co-operative and the employee.”**

### 26. Article 18.5 – Hours of Work and Overtime

- Amend the first paragraph to read:

“The hours worked by employees may be averaged over four (4) weeks or a longer period provided the Union and affected employees are informed of the circumstances and terms of the proposed averaging and, provided the affected employees approve of the averaging.”

**27. Article 19.3 – Shift Differential, Call Out, and Standby Pay**

- Amend to read “**There shall be only one premium paid per hour worked, and where two may be applicable, it will be the larger of the two that will be paid. Where overtime is worked there will be no premiums paid on the same hour.**”

**28. Article 21.1 – Vacations**

- Amend the second sentence to read “**Vacations will be paid on the basis of 1/52 gross pay in the previous year per week of vacation entitlement, or on current earnings, whichever is greater.**”

**29. Article 21.3 – Vacations**

- Delete in its entirety, and re-number the balance of the remaining sub-Articles.

**30. Article 23 – Trades Training Allowance**

- Delete and re-number the balance of the remaining Articles

**31. Article 24.1 – Position Elimination**

- Delete “Canada Labour Code” and replace with “**Saskatchewan Employment Act**”

**32. Article 24.1 – Position Elimination**

- Add a new sub-section 24.2 to read as follows:

**33. Article 24.5 – Position Elimination**

- Delete “Sections 52, 54, and 55 of the Canada Labour Code” and replace with “**The Saskatchewan Employment Act**”

**34. Article 24.6 – Position Elimination**

- Delete “Sections 214 and 229 of the Canada Labour Code” and replace with “**The Saskatchewan Employment Act**”

**35. Article 26.4 – Part-Time Employees**

- Delete “benefit plans referenced in Article 8 – Benefit Plans” and replace with “**Plan B benefits**”

**36. Article 26.5 – Part-Time Employees**

- Amend to read:

**“Part-time employees will take part in the pension plan once qualified under the bylaws of the plan. These eligible employees shall be enrolled in the plan on the first day of the month following completion of the ninety (90) day service period.”**

**37. Article 25 – Scale of Wages/Salaries, Job Titles, Salary Ranges and Job Family Levels**

- **Amend Title of Article 25 to change Job Family Levels to Classifications**

**38. Add a new sub-section 25.2 to read as follows, and renumber the balance of the remaining sub-Articles**

**“All regular full-time employees on staff as of April 7, 2017 shall receive a \$3000 signing bonus.”**

**39. Article 27 – Duration of Agreement**

- Amend to read:

**"This Agreement shall be effective from the 1st day of November, 2015 and shall be valid until the 31st day of October, 2018, and thereafter from year to year unless a written notice is given by either party within the period of 120 to 60 days immediately preceding the date of expiration..."**

**40. Schedule A**

- Delete “job family level” and replace with “**classification**” in the three places it occurs
- Provide for only the following classifications: Facility Assistant I, Facility Assistant II, Facility Sales & Admin, Sales Representative, Sales Representative Trainee, Agronomist, Agronomy Summer Student
- Amend “Ag Retail Manager” to be “**Assistant Manager**”
- Add the following after the wage scales:

**“The following adjustments will be made to compensation:**

1. **Effective November 1, 2015 and each subsequent year of the contract, the Co-operative shall pay a salary increase of no less than the two percent (2%). Amounts over the minimum will be based on the performance of the organization, the location, and the employee. This determination will be made by the Senior Leadership Team.**
2. **The minimum and maximum of each salary range shall be increased two percent (2%) effective November 1, 2015 and each subsequent year of the contract.”**

**41. Schedule B**

- Delete “job family level” and replace with “**classification**”