

# Tentative settlement summary and report GSU Local 15 (CPS - Saskatchewan)

May 6, 2016

## **GSU Local 15 Members (CPS Saskatchewan),**

On April 22, 2016 the bargaining committees for GSU Local 15 and CPS reached a tentative settlement of agreement renewal bargaining with respect to the collective agreements that expired on October 31, 2015.

The tentative settlement provides for the amendment and renewal of the collective agreements covering Operations and Regina office employees. It is subject to approval by GSU members employed by CPS in Saskatchewan.

Arrangements are being made for a province-wide vote union members.

Each union member is entitled to vote on the tentative settlement. The questions on the ballot members will receive will be as follows:

I have reviewed the terms of the April 22, 2016 tentative collective bargaining settlement between GSU and CPS and I approve same as the basis for renewing the collective agreement between the employer and my union.

I have reviewed the terms of the April 22, 2016 tentative collective bargaining settlement between GSU and CPS. I reject same.

GSU's bargaining committee is recommending approval of the April 22, 2016 tentative settlement with CPS. If a majority of members voting approve the tentative settlement, a renewed collective agreement will be finalized. If a majority of members voting reject the tentative settlement, the Local 15 bargaining committee will invite the Company to return to the bargaining table and/or serve notice of a collective bargaining dispute under the provisions of the Saskatchewan Employment Act.

Each member is entitled to a vote by casting a ballot. There will not be any proxy voting permitted. Absentee voting will be permitted provided the member wishing to cast an absentee ballot makes prior arrangements with the GSU office in Regina.

Once the voting is complete, the ballots cast will be counted by the executive committee. The results will be reported to GSU members and CPS management.

ON BEHALF OF  
GSU LOCAL 15 BARGAINING COMMITTEE



Hugh Wagner, Bargaining Committee Spokesperson

BARGAINING COMMITTEE MEMBERS

Local 15 – Carolyn Illerbrun, Brian Cowan, Brent Pelechaty, Lynn Woods-Nordin and Hugh Wagner

# Settlement Summary

If an Article or section of an Article of the collective agreement is not mentioned in this report, it means there will not be any change to that Article or section as the case may be.

There are numerous grammatical and “housekeeping” changes to the collective agreement. These types of changes clarify the wording, but do not change rights. There may be adjustments to the precise wording of some amendments to better capture the intent of the parties. Where these occur members will be informed.

**Article 1 – Scope & Definitions** of the collective agreements will be amended to reflect the fact that CPS is the employer and will be subject to a certification order issued by the Saskatchewan Labour Relations Board once the applications pending before the Board have been heard and decided.

## **Definitions:**

**Section 1.5** will be amended to reflect that CPS is the employer.

**Sections 1.6 and 1.7** will be amended by substituting “salary grade” for “salary range”.

**Section 1.8 Transfer** will be amended to read: Transfer shall mean the movement of an employee from a position to another position or to another location that is 50 kms or less from her/his parent or satellite location(s), with an identical salary grade.

The foregoing **Transfer definition** will be clarified to ensure the 50 km transfer radius is by the safest, most direct route.

**Section 1.9** will be changed to read: Salary Grade shall mean the level into which positions are grouped for compensation purposes.

**Section 1.10** will be changed to read: Salary Range shall mean the range of salaries established to pay employees performing a particular position.

**Article 8 – Benefit Plans** of the collective agreements will be changed by re-titling and substituting “short term disability” for “extended sick leave” and by inserting 2013 as the current date of the Workers’ Compensation Act. These changes do not affect employees’ rights.

**Article 10 – Health & Safety**, section 10.4, will be changed to provide that employees who are required to wear safety footwear shall be provided with a payment of \$175.00 per approved purchase. This means that employees may be eligible to receive more than one boot allowance per year, subject to employer approval.

**Article 11 – Workers’ Compensation:** The date of the Act will be changed to 2013.

**Article 12 – Seniority,** will be changed by amending section 12.1 to provide for 5 working days posting of vacant positions as opposed to the current 10 working days. Section 12.2 will be changed to recognize that postings are on the Company’s intranet site.

In addition, section 12.7 will continue to say that the Company will make a reasonable effort to provide two weeks written notice of layoff or pay in lieu. However, the period of notice or pay in lieu must not be less than required by the Saskatchewan Employment Act where notice of layoff increases in conjunction with an employee’s service to a maximum of eight weeks’ notice.

**Article 13 – Leaves of Absence,** section 13.1 c), will be changed to provide that employees have the option of continuing their benefit coverage during leave without pay in accordance with Company policy.

Section 13.2 will be changed by substituting “Parental Leave” for” for “Child Care Leave” in the title and to clarify that accumulation of sick leave and vacation **is** limited to the first two months of the leave when employees are on maternity, adoption or parental leave.

**Article 15 – Probation & Termination of Employment of the Regina Office Agreement,** will be changed by deleting the reference to a 180 day probationary period for IT positions graded PTAS 2 or higher.

**Article 18 – Hours of Work and Overtime, section 18.4** of the Operations and Regina Office agreements will be changed to read as follows:

## **Operations**

### **18.4 Overtime**

Overtime **for full-time employees** is defined as time worked in excess of an employee’s regularly scheduled hours of work.

- 1) **Where the employee is eligible for overtime, he/she shall be paid at the rate of time and one half (1.5) times the employee’s regular rate of pay on the following basis:**
  - a. **For the first four (4) hours of work in excess of the employee’s regularly scheduled shift on a scheduled day of work; and**

- b. For the first twelve (12) hours on a day of rest.
- 2) Where the employee is eligible, overtime at the rate of two (2) times the employee's regular rate of pay shall be paid on the following basis:
- a. For all hours in excess of those worked in (1) a. above on a scheduled day of work; and
  - b. For all hours worked in excess twelve (12) hours on a day of rest.

When the needs of the operation require it, employees may be required to work overtime. However, all overtime is voluntary after an employee has worked twelve (12) hours in any shift or forty-four (44) hours in any week.

Employees shall be paid for all overtime worked at the appropriate overtime rate of pay as described in this Article. However, with the agreement of the Company, employees may bank their overtime worked, at the appropriate overtime rate, to be taken as paid time off work.

## **Regina Office**

### **18.4 Overtime**

Overtime for full-time employees is defined as time worked in excess of an employee's regularly scheduled hours of work.

- 1) Where the employee is eligible for overtime, he shall be paid at the rate of one-half (1.5) times the employee's regular rate of pay on the following basis:
- a. For the first four (4) hours of work in excess of the employee's regularly scheduled shift on a scheduled day of work; and
  - b. For the first eleven and a half (11.5) hours on a day of rest.
- 2) Where the employee is eligible, overtime at the rate of two (2) times the employees' regular rate of pay shall be paid on the following basis:
- a. For all hours in excess of those worked in 1 a. above on a scheduled day of work; and
  - b. For all hours worked in excess of eleven and a half (11.5) hours on a day of rest.

Employees shall be paid for all overtime worked at the appropriate overtime rate of pay as described in this Article. However, with the agreement of the Company, employees may bank their overtime worked, at the appropriate overtime rate, to be taken as paid time off work.

**Article 19 – Shift Differential, Call Out and Standby Pay** - Section 19.2 of both agreements will be changed by increasing the weekend differential to \$1.25 per hour (was .80 cents).

Section 19.5 of both agreements will provide for Standby Pay of two (2.0) hours (was one (1) hour) for each eight (8) hour period an employee is assigned to be on standby.

**Article 21 – Vacations:** Both agreements will be changed to read as follows and to provide for lowered threshold for accumulating vacation with pay at a higher rate.

**21.1** Vacation is to be taken at times mutually agreed to between the employee and her/his supervisor. Vacation will be paid at an employee's regular rate of pay.

At the end of each calendar year, the Company may pay out an employee's unused vacation, in excess of forty (40) hours, unless the employee has received approval to carry over a greater amount of unused vacation.

**21.2** Vacation Entitlement

a. Subject to Article 21.1, employees shall be entitled to the following vacation with pay each year:

<u>Years of Service</u>	<u>Equivalent Weeks</u>
0-4	3
5-9	4
10+	5

Employees shall progress to the next annual vacation threshold at the beginning of the calendar year of their 5th and 10th year of service with the Company.

b. Any employee who was earning six (6) weeks of vacation pay per year as of the commencement of this agreement will continue to earn six (6) weeks of vacation per year.

**21.3** Vacation Pay on Overtime Worked

In addition to the above Vacation Entitlement, employees will earn vacation pay on overtime worked at the same rate as their vacation accrual rate up to a maximum of eight percent (8%).

#### **21.4** Payout of Vacation Earnings upon Termination of Employment

In the case of termination of employment, the Company shall pay to the employee any vacation pay owing to him/her in respect of any prior completed year of employment plus the vacation pay owing to him/her for the current year.

If an employee's vacation is in a negative balance at the date of termination they will be required to repay amounts owing.

**21.5** When vacation pay is paid out rather than being taken as vacation, the payout shall be based on the employee's accrual rate at their rate of pay at the time of payout.

#### **Article 24 – Position Elimination**

The third paragraph of section 24.1 will be changed to read as follows:

“For clarity, this article is intended to apply to internal Company reorganizations that result in the elimination of positions and is not applicable in the case of successorship, which shall be administered pursuant to the *Saskatchewan Employment Act*.”

This article does not apply in the case of a transfer of 50 kms or less.

The 50 km radius will be determined in relation to the safest, most direct route.

**Sections 24.7, 24.8 and 24.9 will be deleted since they are redundant.**

**Article 25 – Scale of Wages/Salaries, Job Titles, Salary Ranges and Salary Grades and Schedule A** have been changed to reflect the following.

1. Substitution of Salary Grades for Job Family Levels.
2. A new five grade Compensation Structure effective November 1, 2015.
3. Elimination of redundant job titles.
4. Assignment of the remaining jobs and title changes to the salary grades in the new Compensation Structure.

## CPS – Positions and Compensation Grades – November 1, 2015

Grade	Salary Range		
	Minimum Annual	Mid-Annual	Maximum Annual
1	\$32,954	\$46,990	\$61,025
2	\$37,952	\$54,098	\$70,243
3	\$44,016	\$62,798	\$81,580
4	\$51,131	\$72,880	\$94,629
5	\$68,791	\$98,115	\$127,439

### Country Operations

Job Title	New Job Title	Level	Area
Facility Sales and Admin (Ag/Grain)	Customer Service Representative	1	Branch
Facility Assistant I (Ag/Grain)	Operations Support	1	Branch
	Agronomist	3	Branch
Sales Representative Trainee	Crop Production Advisor Trainee	3	Branch
Facility Assistant II (Ag/Grain)	Operations Lead	3	Branch
Assistant Manager (Ag/Grain)	Assistant Manager	4	Branch
Sales Representative	Crop Production Advisor	4	Branch
Ag Retail Managers (I, II, III)	Branch Manager	5	Branch
Technician I	Technician I	1	R&D
Technician II	Technician II	2	R&D
Technician III	Technician III	3	R&D
Clerk Seed Plant/Lab	Clerk Seed Plant/Lab	1	Seed
Warehouse Worker	Warehouse Worker	1	Seed
Seed Analyst II	Seed Analyst II	2	Seed
Quality Assurance Coordinator	Seed Quality Assurance Coordinator	4	Seed

### Office

Leasing Administrator	Leasing Administrator	1	Regina Office
Collections Coordinator	Collections Coordinator	3	Regina Office

## **Wage Increases and Signing Bonus**

Upon ratification by the Union's members there will be a signing bonus of \$450 (less statutory deductions) for each permanent employee.

In addition, if approved, the new collective agreement will provide for the following aggregate salary increases:

1. Effective [with the first pay period in April, 2016](#) the Company shall pay an aggregate salary increase to be determined in advance of the annual pay for performance program based on market. This aggregate increase shall be no less than [2%](#). The aggregate salary increase will be payable to employees covered by this agreement and shall be added to the recipient employees rates of pay. The amounts provided to individual employees will be based on each employee's demonstrated performance for the previous fiscal year.
2. Effective [with the first pay period in April, 2017](#), the Company shall pay an aggregate salary increase to be determined in advance of the annual pay for performance program based on market. This aggregate increase shall be no less than [2%](#). The aggregate salary increase will be payable to employees covered by this agreement and shall be added to the recipient employees rates of pay. The amounts provided to individual employees will be based on each employee's demonstrated performance for the previous fiscal year.
3. Effective [with the first pay period in April,, 2018](#) the Company shall pay an aggregate salary increase to be determined in advance of the annual pay for performance program based on market. This aggregate increase shall be no less than [2%](#). The aggregate salary increase will be payable to employees covered by this agreement and shall be added to the recipient employees rates of pay. The amounts provided to individual employees will be based on each employee's demonstrated performance for the previous fiscal year.
4. [Effective with the first pay period in April, 2019 the Company shall pay an aggregate salary increase to be determined in advance of the annual pay for performance program based on market. This aggregate increase shall be no less than 2%. The aggregate salary increase will be payable to employees covered by this agreement and shall be added to the recipient employees rates of pay. The amounts provided to individual employees will be based on each employee's demonstrated performance for the previous fiscal year.](#)
5. Notwithstanding anything contained in this agreement, the payments referred to under paragraphs 1, 2, 3 and 4 will be distributed to all eligible employees and will be based on demonstrated performance and position in their respective salary range.

**Article 27 – Effective Date and Duration of Agreement** - If approved by GSU members, the new collective agreement will run from [November 1, 2015 to December 31, 2019](#); a term of [fifty \(50\)](#) months.



## Analysis of the Tentative Settlement

While there are some modest improvements in the tentative settlement, the biggest success in this round of bargaining was protecting rights and collective agreement provisions gained in collective bargaining over the years.

The tentative settlement is largely a continuation of the collective agreement that expired last October 31<sup>st</sup>. This is particularly so in relation to the so called performance based pay system.

Your bargaining committee argued long and hard in favour of guaranteed minimum wage increase for each and every employee in GSU's bargaining units. We were not able to convince CPS management by ourselves.

In order to make substantial changes to so called pay for performance, it is clear to your GSU bargaining committee that solid and unequivocal action by union members is required.

That being said, it is our belief the tentative settlement you will be voting on is pretty decent compared to current trends in western Canada and Saskatchewan in particular.

As said at the beginning of this report, your Local 15 bargaining committee recommends acceptance of the tentative agreement renewal bargaining settlement reached with CPS on April 22, 2016. The final and only binding decision is yours to make by majority vote.

On behalf of the GSU Local 15 Bargaining Committee,



Hugh Wagner  
General Secretary

**Questions? Comments? Concerns?**

Contact a bargaining committee member directly or email bargaining committee spokesperson Hugh Wagner at [gsu.regina@sasktel.net](mailto:gsu.regina@sasktel.net).