

# Grain and General Services Union (ILWU•Canada) Bargaining Proposals

To Amend and Renew the Collective Agreements With

Viterra Inc.

Covering the Country Operations and Maintenance  
And Regina Head Office Bargaining Units

December 5, 2018



The following agreement renewal bargaining proposals are based on policy direction given by members of GSU and adopted by their duly elected representatives. These bargaining proposals are submitted on a without prejudice basis to the right of the GSU bargaining committee to amend, modify, set aside or introduce new proposals as required or in response.

## ARTICLE 1 – SCOPE & DEFINITIONS (Both Agreements)

1. Amend section 1.3 by deleting the last sentence and by deleting Schedule B of the Agreements.

## ARTICLE 8 – BENEFIT PLANS (Both Agreements)

2. Amend section 8.1 to incorporate the benefit plans' language in the Collective Agreement.
3. Amend section 8.2 by inserting the following new sub-section f) and by renumbering current sub-section Articles 8.2 f), g), & h) to g), h), & i) accordingly.  
  
"f) Employees may use sick leave to attend medical and dental appointments."

## ARTICLE 13 – LEAVES OF ABSENCE (Both Agreements)

4. Amend Article 13 – Leaves of Absence by adding a new section 13.4 to be titled, Personal Leave, and renumbering the subsequent sections of the Article accordingly.

The proposed new section 13.4 will read as follows:

"Employees shall be allowed to take up to five (5) non-consecutive days of personal paid leave per year chargeable to the employee's earned sick leave."

5. Amend section 13.2 Maternity/Adoption/Parental Leave to incorporate the top-up benefit.
6. Amend Bereavement Leave to read as follows:

"Leave of absence with pay up to five (5) days shall be granted to employees for the purpose of arranging or attending the funeral of members of his/her immediate family. Where major travel or special circumstances are involved, approval may be given to extend the five-day limit to seven (7) days. Immediate family shall be defined to include only the employee's mother, father, mother-in law, father-in-law, spouse (including common-law relationships), daughter, son, sister, brother, sister-in-law, brother-in-law, daughter-in-law, son-in-law, aunt, uncle, grandmother, grandfather, grandchild, and spouse's grandparents, or equivalent relationship."

## ARTICLE 14 – SUPPLEMENTAL Employment Benefit (SEB) (Both Agreements)

7. Amend section 14.1 a) to read as follows:

“An employee who has completed the probationary period will be eligible for SEB benefits.”

Delete the current eligibility table.

## ARTICLE 17 – TEMPORARY PERFORMANCE OF HIGHER DUTY (TPHD) (Operations & Maintenance Agreement)

8. Amend Article 17 to include a new section 17.5 which shall read as follows:

“When a location does not have an assigned Assistant Manager or higher position present during working hours, another employee shall be delegated to be the Shift Leader and shall be paid a two-dollar (\$2.00) premium for all hours worked. This premium shall be over and above any shift or weekend premiums and shall be in calculation of overtime pay.”

## ARTICLE 18 – HOURS OF WORK AND OVERTIME (Both Agreements)

9. Amend Article 18 to provide for a new section 18.4 - Shift Changes and renumber subsequent sections accordingly. The new section 18.4 shall read as follows:

“When the Company changes an employee’s shift with less than seventy-two (72) hours’ notice, the employee shall be paid double time for the first changed shift.”

10. Amend the renumbered section 18.5 Overtime to read as follows:

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

Overtime at the rate of two (2) times the employee’s regular rate of pay shall be paid for all hours of overtime work.

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-eight (48) hours in any week (00:01 Sunday to 24:00 on the following Saturday).

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 overtime rate, to be taken as paid time off work.”

## ARTICLE 19 – SHIFT DIFFERENTIAL, CALL OUT AND STANDBY PAY (Both Agreements)

11. Amend Articles 19.1 Shift Differential and 19.2 Weekend Differential to provide for a shift/weekend differential of two dollars per hour (\$2.00).

## ARTICLE 21 – VACATIONS (Both Agreements)

12. Amend Article 21.2 d) to read as follows:

“d) Employees who have completed twenty-five (25) years of service shall in the years of service subsequent to the twenty-fifth (25th) anniversary date of employment earn vacation at the rate of six (6) weeks per year.”

## ARTICLE 22 – GENERAL HOLIDAYS (Both Agreements)

13. Amend Article 22.3 – General/Statutory Pay for Modified Week Schedules to read as follows:

“Employees working a Modified Work Week Shift Schedule or whose work is averaged over multiple weeks as described in Article 18.5 shall receive the number of hours’ pay of their modified shift at their regular rate in addition to overtime at the rate of double times (2 X) their regular rate of pay for all hours worked on a general holiday. Employees who do not work on a general holiday, will receive the number of hours’ pay of their modified shift at their regular rate of pay.”

## ARTICLE 24 – Position Elimination (Both Agreements)

14. Amend section 24.1 by deleting the last sentence of the first paragraph.

## ARTICLE 25 - SCALE of WAGES and SCHEDULE A (both Agreements)

15. Amend the current collective agreement to provide an across the board general wage increase of five percent (5%) for all employees and to all current rates of pay set out in Schedule A of the collective agreement effective November 1, 2018 and retroactive to that date.
16. Further amend the current collective agreement to provide additional five percent (5%) across the board general wage increases for all employees and to be added to all current rates of pay set out in Salary Schedule A effective November 1, 2019 and November 1, 2020.
17. Amend the compensation structure set out in Schedule A of the collective agreement by increasing the minimum and maximum of each salary range equal to the wage increases proposed in 12 and 13 above.
18. Amend the compensation structure by providing for annual pay steps between the minimum and maximum of each salary grade as set out in the attached Schedule "A". Employees will be slotted into the next higher pay step in their salary grade.
19. Amend Schedule A by re-wording the first three introductory paragraphs to reflect the above amendments and to clarify the bonus plans and by re-wording the third paragraph to read, "The Company shall maintain the current annual bonus/incentive program for the duration of this collective agreement."
20. Amend paragraphs 1 to 4 on pages 45 and 46 of the collective agreements by substituting the language of proposals 12 and 13 above.

## ARTICLE 27 – RAILWAY WEEKEND BOOKING PAY (Operations & Maintenance Agreement)

21. Amend the Operations and Maintenance Agreement by adding Article 28 as follows:

"Weekend Loading Booking Pay

If employees are scheduled to work on a weekend (Saturday or Sunday) to assist with the loading of railcars and the Company does not advise of cancellation of the weekend work by 5:00 p.m. on the prior Thursday, the employees will receive Booking Pay of four (4) hours pay at two (2) times the employee's regular rate of pay.

If the train arrives as scheduled, the scheduled employee shall receive Overtime Pay as outlined in Article 18.4. Scheduled employees will not be paid the Booking Pay over and above overtime pay for time worked.

The maximum number of employees by facility type that can qualify for the booking pay are as follows:

Moose Jaw/Saskatoon = 10 employees; 100 car loaders = 7 employees; 50 car loaders = 5 employees; and 25 car loaders = 3 employees.

If an employee is scheduled to work on Saturday and the train fails requiring the employees to work Sunday, they will receive the booking pay of 4 hours for Saturday and would be entitled to overtime pay for Sunday.

Booking Pay is not part of regular work week hours and is not subject to averaging.”

## ARTICLE 28 – EFFECTIVE DATE and DURATION of AGREEMENT (Both Agreements)

22. Amend Article 27 current and proposed Article 28 – Effective Date and Duration of Agreement to read as follows:

“This Agreement shall be effective from the 1st day of November, 2018 and shall be valid until the 31th day of October, 2021, and thereafter from year to year unless a written notice is given by either party within the period of four months immediately preceding the date of expiration of the term of the Collective Agreement, of their desire to terminate this Agreement or negotiate a revision thereof, in which case this Agreement shall remain in effect without prejudice to any retroactive clause of a new Agreement until negotiations for revision or amendments hereto have been concluded and a new Agreement superseding this Agreement has been duly executed.

The amendments to the Collective Agreement, unless otherwise agreed, are effective upon the date of ratification by the parties.”

## SCHEDULE "A" (Both Agreements)

### Effective November 1, 2018

	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5
Step 1	\$33,600	\$39,900	\$48,300	\$57,750	\$69,300
Step 2	\$36,170	\$42,930	\$52,030	\$62,180	\$74,670
Step 3	\$38,740	\$45,960	\$55,760	\$66,610	\$80,040
Step 4	\$41,310	\$48,990	\$59,490	\$71,040	\$85,410
Step 5	\$43,880	\$52,020	\$63,220	\$75,470	\$90,780
Step 6	\$46,450	\$55,050	\$66,950	\$79,900	\$96,150
Step 7	\$49,020	\$58,080	\$70,680	\$84,330	\$101,520
Step 8	\$51,590	\$61,110	\$74,410	\$88,760	\$106,890
Step 9	\$54,160	\$64,140	\$78,140	\$93,190	\$112,260
Step 10	\$56,700	\$67,200	\$81,900	\$97,650	\$117,600

### Effective November 1, 2019

	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5
Step 1	\$35,280	\$41,895	\$50,715	\$60,638	\$72,765
Step 2	\$37,979	\$45,077	\$54,632	\$65,289	\$78,404
Step 3	\$40,677	\$48,258	\$58,548	\$69,941	\$84,042
Step 4	\$43,376	\$51,440	\$62,465	\$74,592	\$89,681
Step 5	\$46,074	\$54,621	\$66,381	\$79,244	\$95,319
Step 6	\$48,773	\$57,803	\$70,298	\$83,895	\$100,958
Step 7	\$51,471	\$60,984	\$74,214	\$88,547	\$106,596
Step 8	\$54,170	\$64,166	\$78,131	\$93,198	\$112,235
Step 9	\$56,868	\$67,347	\$82,047	\$97,850	\$117,873
Step 10	\$59,535	\$70,560	\$85,995	\$102,533	\$123,480

**Effective November 1, 2020**

	<b>Grade 1</b>	<b>Grade 2</b>	<b>Grade 3</b>	<b>Grade 4</b>	<b>Grade 5</b>
<b>Step 1</b>	\$37,044	\$43,990	\$53,251	\$63,669	\$76,403
<b>Step 2</b>	\$39,877	\$47,330	\$57,363	\$68,553	\$82,324
<b>Step 3</b>	\$42,711	\$50,671	\$61,475	\$73,438	\$88,244
<b>Step 4</b>	\$45,544	\$54,011	\$65,588	\$78,322	\$94,165
<b>Step 5</b>	\$48,378	\$57,352	\$69,700	\$83,206	\$100,085
<b>Step 6</b>	\$51,211	\$60,693	\$73,812	\$88,090	\$106,005
<b>Step 7</b>	\$54,045	\$64,033	\$77,925	\$92,974	\$111,926
<b>Step 8</b>	\$56,878	\$67,374	\$82,037	\$97,858	\$117,846
<b>Step 9</b>	\$59,711	\$70,714	\$86,149	\$102,742	\$123,767
<b>Step 10</b>	\$62,512	\$74,088	\$90,295	\$107,659	\$129,654