

# Memorandum of Settlement

Grain Millers Canada Corporation

And

Grain and General Services Union (IWLU-Canada)

May 31, 2019

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All collective agreement language not specifically altered or changed by mutual agreement between the parties will remain unchanged in the new collective agreement.

All renumbering of collective agreement articles affected by changes to this new collective agreement will occur when the Master Collective Bargaining Agreement between the parties is prepared for final proof reading and signatures.

This Memorandum of Settlement includes 3 sections:

1. The economic offer, including changes to wages, benefits, and other financial considerations.
2. A summary of new collective agreement language or changes to current collective agreement language.  
**All new or changed contract language is written in bold type.**
3. Changes made to Letters of Understanding as agreed by the parties.

# 1. Economic Offer and Wage Progression Grids

Term: 3 years -April 1, 2019 to March 31, 2022			
Recommendations	April 1, 2019	April 1, 2020	April 1, 2021
1 Wages - ATB Increase	3.00% Retroactive to Apr. 1, 2019	3.00%	3.00%
Vacation Accrual increase to 160 hours per year after 8 years of service		Year 2	
2 Weekend Premiums begin at 7pm on Friday Evenings			Year 3
Sick Leave Accrual increase from 6.66 hours per month to 8 hours per month	Year 1 Accrual retroactive to Apr. 1, 2019; access to take effect on date of signing.		
3 Removal of 40-hour annual maximum and 4-hour daily minimum thresholds for Family Medical Leave	Year 1 To take effect on date of signing		
4 All Modified Schedule Employees to be paid Stat pay for the length of their scheduled shift when working a Stat		Year 2	
5 12-hour shift employees paid 12 hours (paid lunches) when their department is scheduled to run continuously	Year 1		
6 Vacation and Sick Leave hours paid in a pay period applied against OT threshold	Year 1 To take effect on date of signing		
7 RRSP Matching Contributions increased to 6% (from 5%) after 10 years of service			Year 3
8 Night Shift Premium increase to from \$1.10 / hour to \$1.25 / hour		Year 2	
9 Annual Boot Allowance increase from \$200 to \$300	Year 1 To take effect on date of signing		

Effective April 1, 2019 with 3.0 % increase				Year 1			
Classification	A	B	C	D	E	F	
	Sanitation	Shpr/Rcvr	CPO	Assistant Miller	Miller	Supervisors	
		FMO	Lead Hands				
		Packaging Operator	Maintenance				
		Instant Mfg	Office Clerical- 2				
		Office Clerical-1					
		Lab Tech					
		Elevator Assistant					
		Sanitation II					
		Forklift Operator					
	Start	\$ 19.51	\$ 21.69	\$ 23.92	\$ 24.86	\$ 26.44	\$ 28.03
	500 hours	\$ 19.98	\$ 22.49	\$ 24.29	\$ 25.24	\$ 26.85	\$ 28.41
	2080 hours	\$ 20.67	\$ 23.20	\$ 25.08	\$ 26.05	\$ 27.61	\$ 29.19
	3120 hours	\$ 21.17	\$ 23.82	\$ 25.55	\$ 26.51	\$ 28.10	\$ 29.66
	4160 hours	\$ 22.03	\$ 24.53	\$ 26.27	\$ 27.61	\$ 29.36	\$30.91
<b>Note 1</b>	<b>Labour</b>					<b>Power Engineers</b>	
	General	\$ 15.76				Start	\$ 29.74
	Temp/Casual	\$ 15.76				90 day	\$ 30.52
	Students	\$ 15.76				6 mos	\$ 31.33
						1 year	\$ 32.10
						2 year	\$ 32.75
<b>Classification</b>	<b>Trades</b>			<b>Trades</b>	<b>Trades</b>		
					Supervisor		
		Start apprenticeship		\$ 35.33			
1st level		1yr experience and with passing grade in school		\$ 37.31			
2nd level		2 years experience and with passing grade in school		\$ 39.28			
3rd level		3 years experience and with passing grade in school		\$ 41.24			
Journeyman Status		4 years experience and with passing grade in school		\$ 43.21	\$ 45.79		

Effective April 1, 2020 with 3.0 % increase				Year 2			
Classification	A	B	C	D	E	F	
	Sanitation	Shpr/Rcvr	CPO	Assistant Miller	Miller	Supervisors	
		FMO	Lead Hands				
		Packaging Operator	Maintenance				
		Instant Mfg	Office Clerical- 2				
		Office Clerical-1					
		Lab Tech					
		Elevator Assistant					
		Sanitation II					
		Forklift Operator					
	Start	\$ 20.10	\$ 22.34	\$ 24.64	\$ 25.61	\$ 27.23	\$ 28.87
	500 hours	\$ 20.58	\$ 23.16	\$ 25.02	\$ 26.00	\$ 27.66	\$ 29.26
	2080 hours	\$ 21.29	\$ 23.90	\$ 25.83	\$ 26.83	\$ 28.44	\$ 30.07
	3120 hours	\$ 21.81	\$ 24.53	\$ 26.32	\$ 27.31	\$ 28.94	\$ 30.55
	4160 hours	\$ 22.69	\$ 25.27	\$ 27.06	\$ 28.44	\$ 30.24	\$ 31.84

Note 1	Labour					Power Engineers	
	General	\$	16.23			Start	\$ 30.63
	Temp/Casual	\$	16.23			90 day	\$ 31.44
	Students	\$	16.23			6 mos	\$ 32.27
						1 year	\$ 33.06
						2 year	\$ 33.73

Classification	Trades		Trades	Trades Supervisor
	Start apprenticeship		\$ 36.39	
1st level	1yr experience and with passing grade in school		\$ 38.43	
2nd level	2 years experience and with passing grade in school		\$ 40.46	
3rd level	3 years experience and with passing grade in school		\$ 42.48	
Journeyman Status	4 years experience and with passing grade in school		\$ 44.51	\$ 47.16

**Effective April 1, 2021 with 3.0 % increase**

				Year 3			
Classification	A	B	C	D	E	F	
	Sanitation	Shpr/Rcvr	CPO	Assistant Miller	Miller	Supervisors	
		FMO	Lead Hands				
		Packaging Operator	Maintenance				
		Instant Mfg	Office Clerical- 2				
		Office Clerical-1					
		Lab Tech					
		Elevator Assistant					
		Sanitation II					
		Forklift Operator					
	Start	\$ 20.70	\$ 23.01	\$ 25.38	\$ 26.37	\$ 28.05	\$ 29.74
	500 hours	\$ 21.20	\$ 23.86	\$ 25.77	\$ 26.78	\$ 28.49	\$ 30.14
	2080 hours	\$ 21.93	\$ 24.61	\$ 26.61	\$ 27.64	\$ 29.29	\$ 30.97
	3120 hours	\$ 22.46	\$ 25.27	\$ 27.11	\$ 28.12	\$ 29.81	\$ 31.47
	4160 hours	\$ 23.37	\$ 26.02	\$ 27.87	\$ 29.29	\$ 31.15	\$ 32.79

Note 1	Labour		Power Engineers	
	General	\$ 16.72	Start	\$ 31.55
Temp/Casual	\$ 16.72	90 day	\$ 32.38	
Students	\$ 16.72	6 mos	\$ 33.24	
		1 year	\$ 34.05	
		2 year	\$ 34.74	

Classification	Trades	Trades	Trades Supervisor
	Start apprenticeship	\$ 37.48	
1st level	1yr experience and with passing grade in school	\$ 39.58	
2nd level	2 years experience and with passing grade in school	\$ 41.67	
3rd level	3 years experience and with passing grade in school	\$ 43.75	
Journeyman Status	4 years experience and with passing grade in school	\$ 45.84	\$ 48.58

## 2. New Collective Agreement Language or Changes to Current Collective Agreement Language

1. Change “Operations Manager” to “**General Manager**” throughout the Collective Agreement.
2. Article 1.4 Non-Discrimination – The Company will not discriminate in its hiring and employment practices against persons **within a protected status in accordance with Canadian Human Rights and/or union activity or political affiliation.**
3. Article 5.5 Arbitration – The parties shall continue to work towards agreeable language providing for the use of Expedited Arbitration when both parties agree.
4. Article 7.6 Job Posting – On promotion or change of position, an employee shall be required to serve a sixty (60) day assessment period. **At any time** during this period the Company shall determine the employee’s suitability for the position, subject to the employee’s right to grieve if they are deemed unsuccessful.
5. Article 7.7 Job Posting – Employees who do not complete the assessment period shall revert to their former position. The employee may choose to revert to their former position **at any time** during the assessment period. In either case, if the employee’s move resulted in successive internal employee move(s), all successive employees will also revert to their former positions, unless otherwise agreed upon by the Company.
6. Article 9.4 (a) Union Leave – Leave of absence without pay shall be granted to **four (4)** designated Union representatives for the purpose of collective bargaining.
7. Article 11.1 (a) Sick Leave Plan – Employees shall earn and accumulate sick leave credits on the basis of **eight (8)** hours per month of continuous service from commencement of employment. Maximum accumulative sick leave credits shall be one hundred and sixty (160) hours. **Casual, temporary and/or part-time employees will earn and accumulate sick leave credits on a pro-rated basis.**
8. Article 11.1 (c) Family Medical Leave – In an effort to enhance employee work life and **assist in balancing family medical responsibility, permanent full-time employees shall be allowed Family Medical Leave. Family Medical Leave hours will be paid at the employee’s regular rate of pay and hours drawn from the employee’s accrued sick leave balance.**

An employee may be granted this leave to attend to a family member for whom he/she has a reasonable expectation for duty of care. Leave may be granted where the Employee has made reasonable efforts to use other available solutions. Family medical days may be granted for cases of illness of members of the employee’s immediate family.

Immediate family shall be defined to include:

- i. The employee's spouse or common-law partner;
- ii. The employee's mother or father, and the spouse or common-law partner of the mother and father;
- iii. The employee's child(ren) and the child(ren) of the spouse or common-law partner;
- iv. The employee's grandchild(ren);
- v. The employee's brothers and sisters;
- vi. The grandmother and grandfather of the employee;
- vii. The mother and father of the spouse or common-law partner of the employee and the spouse or common-law partner of the father and mother; and
- viii. Any relative of the employee who resides permanently with the employee or with whom the employee permanently resides;
- ix. Or as otherwise modified in accordance with the Canada Labour Code.

This may also include transportation of an employee and/or an immediate family member to a medical appointment. An employee that was unable to make the necessary arrangements for appointments for personal health care outside of scheduled work time may utilize this benefit.

~~Time will be paid at regular rate of pay and at minimum of ½ of the hours in your scheduled work day.~~

Requests for leave will be made to the employee's manager and/or designate. In order to meet the Company's need of running an effective, efficient operations, employees will be required to provide reasonable notice when the day is required and unless there are unusual circumstances, family medical leave days should be utilized one day at a time. The Company reserves the right to request evidence from the employee that the leave is for personal/family medical responsibilities. The individual employee's judgment should be tempered with good faith, reasoning and an understanding that if misused the ability to take time off with pay for important family medical responsibilities may be denied.

9. Remove Article 11.2.

10. Article 11.7, Second Paragraph, Retirement Plan – ~~Effective April 1, 2015~~ The Company shall contribute a 100% match up to 5% of employee's contribution. **Effective April 1, 2021, the Company shall contribute a 100% match up to 6% of employee's contribution after 10-years or more of continuous employment.**

11. Article 13.3 – The Company shall consult with the Local Union Executive before implementing any new shift arrangement or modified shift arrangement. Such consultations

shall begin, where possible, at least **four (4)** weeks before the intended change is to take place. The Company shall consider any alternatives put forward by the Union and shall endeavor to reach an agreement acceptable to all.

12. Article 17 Hours of Work and Overtime – Incorporate complete rewrite as mutually developed. See Appendix A.

13. Article 18.3 Reporting Pay, Call-Out Pay, Premium Pay - Addition of underlined heading **Evening Shift Premium**

14. Article 18.4 Reporting Pay, Call-Out Pay, Premium Pay – Addition of underlined heading **Night Shift Premium**

15. Article 18.4 Reporting Pay, Call-Out Pay, Premium Pay – Employees who work more than 50 percent of their assigned hours between the hours of 11:00 p.m. and 7:00 a.m. shall be paid a shift differential of \$1.10 per hour for all hours worked on that shift. **Effective April 1, 2020, Employees who work more than 50 percent of their assigned hours between the hours of 11:00 p.m. and 7:00 a.m. shall be paid a shift differential of \$1.25 per hour for all hours worked on that shift.**

16. Article 18.5 Reporting Pay, Call-Out Pay, Premium Pay – Addition of underlined heading **Weekend Shift Premium**

17. Article 18.5 Reporting Pay, Call-Out Pay, Premium Pay – **Until March 31, 2021** employees shall be paid a premium of \$1.50 per hour for all hours worked between 7:00 a.m. Saturday and 7:00 a.m. Monday. **Effective Apr 1, 2021, employees shall be paid a premium of \$1.50 per hour for all hours worked between 7:00 p.m. Friday and 7:00 a.m. Monday.**

18. Article 20 – General Holidays –

New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day shall be recognized as General Holidays, and employees shall be entitled to the above-named General Holidays with full pay. ~~In the event that an employee on an 8 hrs/day, 40 hrs/week schedule is required to work the whole or part of a General Holiday, he/she shall be entitled to one and one half (1 ½) times his/her normal pay for the period so worked in addition to the regular day's pay for the General Holiday. Employees who work in a modified work schedule shall be paid in accordance with the modified schedule rules.~~

An employee who does not work on a statutory holiday is not entitled to pay for a statutory holiday that occurs in the first 30 days of employment with the Company.



19. Article 21, Second Paragraph, Effective Date and Duration of Agreement –

This agreement shall be effective from April 1, **2019**, and remain in full force and effect until March 31, **2022** and shall automatically continue thereafter from year to year until either party serves notice to the other of their desire to negotiate a revision thereof...

20. Article 22.6 Administration of Salary Schedule –

An employee who successfully bids into a promotion must be paid at the increased rate as soon as they assume the new position, or within sixty (60) days of their appointment, if their placement is delayed, **except in the case of newly created or additional positions.**

21. Addition of new Article 22.7 and renumber subsequent articles. New Article 22.7 to read:

**In the case of newly created or additional positions, and back-fill positions resulting from employee movement into these, an Effective Start Date will be established at the time of posting. An employee who successfully bids into a promotion under these circumstances must be paid the increased rate as soon as they assume the new position, or within sixty (60) days of the Effective Start Date.**

### 3. Changes made to Letters of Understanding

1. Removal of Letter of Understanding #5.
2. Change to Language in Letter of Understanding #3

#### Employee Uniforms, Second Paragraph

The Company shall provide a safety boot allowance of 100 percent of the cost of approved safety footwear to a maximum Company payment of **\$300.00** annually, upon presentation to the Company of a paid receipt. At the discretion of the Company an employee may be eligible to receive an additional allowance for the purchase of a second pair of boots at a frequency less than on (1) year.

## APPENDIX A – ARTICLE 17 RE-WRITE

### Article 17 - Hours of Work, Overtime, and Statutory Holidays

#### Shift Options

##### 17.1 8 Hour Shift Schedule

###### A. Hours of Work and Overtime

- i. For those employees working an eight (8) hour shift, the work week shall be forty (40) hours consisting of five (5) eight-hour days. The daily hours are inclusive of rest periods and the lunch break is excluded. On all shifts, the meal period may be scheduled to minimize interruptions to production.
- ii. Overtime will be paid for all hours worked in excess of eight (8) hours per day or forty (40) hours in a week at the rate of time-and-one-half.

###### B. Statutory Holidays: All statutory holidays are twenty-four (24) hours in length, on the day the holiday is observed.

- i. Non-worked Stat holidays shall be paid at eight (8) hours pay per Stat and will reduce the normal threshold in calculating overtime accordingly.
- ii. Employees who work the Stat holiday will receive, in addition to eight (8) hours of Stat pay, a rate of one-and-one-half times their regular rate of wages for time worked on that day.

##### 17.2 Modified Shift Schedule Options:

GMCC utilizes a variety of modified shifts to staff our operations. Below are some of the shift offered.

#### **10 Hour Shift Schedule**

##### A. Hours of Work and Overtime

- i. For those employees working a ten (10) hour shift, the work week shall be forty (40) hours consisting of four (4) ten-hour days. The daily hours are inclusive of rest periods and lunch breaks.
- ii. Those employees working on a ten (10) hour modified shift will be

paid overtime at the rate of time-and-one-half for all hours worked in excess of ten (10) hours a day or forty (40) hours a week.

**B. Payment for Stat Holidays**

**i. 10-Hour Shift:**

- a. Non-worked Stat holidays shall be paid at ten (10) hours pay per Stat and will reduce the normal threshold in calculating overtime accordingly.
  
- b. Employees who work the Stat holiday will receive, in addition to ten (10) hours of Stat pay, a rate of one-and-one-half times their regular rate of wages for time worked on that day.

**12 Hour Shift Schedules**

GMCC uses four (4) teams and two (2) twelve-hour shifts to provide 24/7 coverage. These teams rotate off and on according to the schedule. The schedule consists of working the following 12-hour shifts:

Team 1: DDOODDD-OODDOOO
Team 2: NNOONNN-OONNOOO
Team 3: OODDOOO-NNOONNN
Team 4: OONNOOO-DDOODDD
D= Day shift, O = Off work, N = Night Shift

Two teams are assigned day shifts while the other two are assigned night shifts. On any given day, one team is on the day shift, one team is on the night shift, and two teams are off duty. Personnel are assigned to either day or night shifts for the 2-week cycle and will rotate every two weeks.

**12-Hour Shift Schedule (*Process not scheduled to continuously operate*)**

**A. Hours of Work and Overtime**

- i. For those employees working an eleven-and-one-half (11.5) hour shift, the work schedule shall be eighty-and-one half (80.5) hours consisting of seven (7) eleven-and-one-half (11.5) hour shifts. The daily hours are inclusive of rest periods and exclude meal breaks.

- ii. Those employees working on an eleven-and-one-half (11.5) hour modified shift will be paid overtime at the rate of time-and-one-half for all hours worked in excess of eighty (80) hours a pay period.

### **12-Hour Shift Schedule (*Process scheduled to continually operate*)**

#### A. Hours of Work and Overtime

- i. For those employees working twelve-hour shift, the work week shall be eighty-four (84) hours consisting of seven (7) twelve (12) hour shifts. The daily hours are inclusive of rest periods and meal breaks if the operation is continuously running.
- ii. Those employees working on a twelve-hour modified work schedule will be paid overtime at the rate of time-and-one half for all hours worked in excess of eighty (80) hours in the two-week pay period.

### 17.3 Breaks and Meal Breaks

- A. Employees are entitled to paid lunch when their systems are scheduled to continuously operate.
- B. Each employee shall receive a paid 15-minute rest period during each half working day provided more than two hours have been worked in each half day.

### 17.4 Statutory Holidays for Modified Shifts

- a. All statutory holiday days are twenty-four (24) hours in length, on the day the holiday is observed.
  - i. For 12-Hour modified shift employees;
    - a. All Stat holidays will be scheduled working days except for December 25 and December 26 (Christmas and Boxing Day).
    - b. Grain Millers Canada Corp will give 30 days' notice if a Stat Holiday (other than December 25 and 26) is to be recognized and as such the plant operations affecting those employees will be shut down.
  - ii. **12-Hour Shift (*Process not scheduled to operate*):**

- a. Non-worked Stat holidays shall be paid at eight (8) hours pay per Stat and will reduce the normal threshold in calculating overtime accordingly.
  - b. Employees who work the Stat holiday will receive eight (8) hours of Stat pay and will reduce the normal threshold in calculating overtime accordingly.**
  - c. Effective April 1, 2020, employees who work the Stat holiday will receive eleven-and-one-half (11.5) hours of Stat pay and will reduce the normal threshold in calculating overtime accordingly.**
- iii. **12-Hour Shift (*Process scheduled to continuously operate*):**
- a. Non-worked Stat holidays shall be paid at eight (8) hours pay per Stat and will reduce the normal threshold in calculating overtime accordingly.
  - b. Employees who work the Stat holiday will receive eight (8) hours of Stat pay and will reduce the normal threshold in calculating overtime accordingly.**
  - c. Effective April 1, 2020, employees who work the Stat holiday will receive twelve (12) hours of Stat pay and will reduce the normal threshold in calculating overtime accordingly.**

17.5 Switching Shifts - Switching shifts can be done as long as;

- No additional expense to the company is incurred (increased OT)
- The switch does not contravene Article 17.7
- The switch is approved by the employee's supervisor or department manager and appropriate forms completed
- The switch takes place in the same pay period

17.6 Shift Start Time

- A. All employees are required to be at work prior to the start time to allow

for proper changing of clothes and prepare for work.

- B. With supervisor or manager approval, certain employees who are required to review production issues etc. may remain on shift more than their regular shift to explain details to the new crew. These employees will be paid for this time. This time must not exceed fifteen (15) minutes. The time is allocated to be ten (10) minutes prior to the shift and five (5) minutes after the shift has completed.

17.7 Filling Open Shifts

When a shift needs to be filled it must be done first from a list of employees, sorted by seniority, that are in the position. The most senior person on the list is to be called first. If the shift is not filled after going through the list, then the Company may fill the shift from all other qualified candidates.

- 17.8 Unless receiving special permission from the General Manager, all employees must have one (1) day (24 hours) of rest in every seven (7) day period. This includes back to back shifts, partial shifts and/or call-ins, etc.

- 17.9 The workweek shall commence on Monday and end on Sunday each week.

- 17.10 The Company shall maintain a bi-weekly pay period system.

- 17.11 In the event an employee is going to be absent from a scheduled shift for any reason, he/she shall be required to establish timely two-way verbal or written communication with one of the following people, and shall do so in the following order:

- Their Manager(s)
- Their immediate Supervisor, if applicable, or designated department representative
- The Mill Supervisor on duty, or designate (if absent)

Communication shall be initiated as soon as possible prior to the start of the scheduled work period. The communication will include the employee's name, the reason for the absence, and a number at which they can be reached.

Each employee is also required to obtain permission from a Supervisor or Manager before leaving work during paid working hours.

Failure to establish two-way communication as described above or leaving work

without permission may result in the absence being treated as unauthorized absenteeism and may subject the employee to discipline.

If an employee is absent from work without an authorized leave of absence for 3 consecutive work days, it may be viewed as termination due to abandonment of position.

17.12 Each employee is required to request and obtain permission from a Supervisor or Manager before leaving work for any reason during their scheduled work period. Employees must clock out if they are leaving the site at any time during their shift, unless doing so for work-related reasons, or responding to emergency situations.

17.13 Statutory Holiday Banking

A. Employee to provide 30 days' notice if they wish to bank a stat day or it will be paid out.

B. When banking a stat your pay period would show the threshold of hours equal to a normal scheduled pay period, as if the stat was not even in that particular pay period.

A. Employee to provide 30-day notice to use any banked stat.

B. When an employee is scheduling to use his or her stat the threshold before OT will be reduced by the number of stats used in that particular period.

C. Bank stats are not to exceed a total of two.

D. Once 2 stats are banked one must be paid out before banking the next stat as banked stats cannot exceed a total of two.

E. Banked stats are paid out as straight time by reducing the hours of work as noted in the example above.

17.14 Vacation and Sick days - During the pay period where vacation is taken, or sick leave is used, this time shall be considered time worked and will be utilized in the calculation of overtime. Hours will be drawn from the employee's vacation or sick accruals.