

Grain and General Services Union (ILWU• Canada)

Amended Country Operations and Maintenance and
Regina Office Bargaining Proposals
to Amend and Renew the Collective Agreements
Between
Viterra Inc.
And
Grain and General Services Union (ILWU• Canada)

December 10, 2015



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. Subject to errors and admissions.

Article 1– Scope & Definitions

1. GSU proposes amended definitions as follows:
 - 1.1 Regular employee – Regular employee shall mean an employee employed to meet ongoing operational requirements on a year-round or seasonal basis and is scheduled to work the full-time hours contained in Article 18. Regular employees who are laid off shall retain their regular employee status with the Company while on layoff.
 - 1.3 Delete the temporary employee definition and Schedule B of the collective agreement.
 - 1.9 Delete the reference to Job Family Level and substitute Salary Grade.

Article 12 – Seniority

2. GSU proposes to amend Article 12 - Seniority by deleting section 12.4; by renumbering section 12.5 accordingly and by re-wording the new section 12.4 to read as follows:

When filling vacancies, ability, qualifications and seniority shall be the governing factors and where two (2) or more candidates possess relatively equal ability and qualifications the candidate with the greatest seniority shall be selected.
3. GSU proposes to amend Article 12- Seniority by rewording section 12.6 to read as follows:

In the event of a layoff(s), the Company shall retain the employees who, on a location basis, possess the ability, qualifications and seniority to perform the remaining positions and where two (2) or more candidates are relatively equal the candidate with the greatest seniority shall be retained. Recall from layoff shall be conducted on the same basis.
4. GSU proposes to amend Article 12 – Seniority by rewording section 12.7 to read as follows:

The Company shall provide seven (7) calendar days written notice of layoff, or pay

in lieu, for each completed year of service to a maximum of fifty-six (56) calendar days' notice or pay in lieu.

Article 13 – Leaves of Absence

5. GSU proposes to amend Article 13 – Leaves of Absence, section 13.2 Maternity/Adoption/Child Care Leave (MACC) as discussed and agreed, but also to include maternity leave top up benefits.

Article 18 – Hours of Work and Overtime

6. GSU proposes to amend Article 18 – Hours of Work and Overtime to read as follows (with appropriate adjustments in the Offices collective agreement):

18.2 By adding the following sentence to the first paragraph of section 18.2:
“A minimum of thirty (30) days' notice of proposed shift changes shall be given to the Union and affected employees.”

18.4 By adding the following paragraph after the first paragraph: “Overtime worked on an employee's day of rest shall be paid at the rate of time and a half (1 1/2X) for the first eight (8) hours worked and double time (2X) for the ninth (9th) and subsequent hours worked.”

Article 19 – Shift Differential, Call Out and Standby Pay

7. GSU proposes that Article 19 – Shift Differential, Call Out And Standby Pay be amended as follows and that the Letter of Understanding on Weekend Booking Pay will continue with appropriate amendments:

19.2 A shift differential of time and one quarter (1 1/4 X) shall be paid for all hours worked on a Saturday or a Sunday.

19.4 A minimum of four (4) hours pay will be paid to employees called out for work after the employees has left the work site. The called out

employee will only be required to remain at work for the time required to complete the duties he/she was called to perform.

- 19.5 Every employee who is asked or instructed to be available for work and/or to be on standby for work on a Saturday, Sunday, General Holiday, Statutory Holiday or for hours outside their regular shift shall be paid two (2) hours pay at their regular hourly rate of pay for each four (4) hours the employee is on standby.

Standby pay as described in this section shall be paid to the employee on standby in addition to the hours the employee works when called out for duty. The hours worked by an employee who is called out shall be paid for at time and a half (1 1/2X). Tentative scheduling shall entitle the employee for pay as described in this section.

Article 25 – Scale of Wages and Schedule A

8. GSU proposes to amend the current collective agreement to provide across the board annual general wage increases of three percent (3.0%) to each employee effective and retroactive to each of January 1, 2016; January 1, 2017 and January 1, 2018.
9. GSU proposes to amend the compensation structure set out in Schedule A to include the five (5) Salary Grade Structure proposed by the Company; including the assignment of “roles/positions” to the salary grades as proposed by the Company provided the minimum of each salary grade is adjusted to no less than the minimums in the collective agreement that expired on October 31, 2015 and by the percentage increases provided in paragraph 8 above.
10. GSU also proposes that employees in positions in Salary Grade 1 will automatically progress to Salary Grade 2 on completion of three (3) years employment with the Company in Salary Grade 1.
11. GSU proposes to amend Schedule A by re-wording the first three introductory paragraphs to reflect the above amendments and by re-wording the fourth paragraph to read, “The Company shall maintain the annual bonus/incentive program for the duration of this collective agreement.”

12. GSU proposes to replace paragraphs 1 to 4 on page 37 of the collective agreement with the language of proposals 8 and 9 above.
13. GSU proposes to delete Schedule B of the collective agreement.

Article 27 – Effective Date and Duration of Agreement and Ratification

14. GSU proposes to amend Article 27 to provide for a renewed and amended collective agreement commencing November 1, 2015 and expiring December 31, 2018, subject to ratification by members of GSU's Locals 1 and 2.

Schedule A - Salary Grades & Job Classifications November 1, 2015							
Salary Grade	Min						Max
1	\$35,000						\$54,000
2	\$38,000						\$64,000
3	\$48,000						\$78,000
4	\$55,000						\$93,000
5	\$66,000						\$112,000

**Salary
Grade**

Country Operations & Maintenance Agreement

Regina Office Agreement

1	Admin Clerk Facility Assistant Facility Assistant - Sales & Administration* GSU proposes that employees in this salary grade will automatically progress to Salary Grade 2 after 3 years in Grade 1.	Canteen Op Office Clerk * Same as proposed for the Country Operations & Maintenance Agreement
2	Admin Assistant Admin Assistant Emergency Response	Accounting Analyst Accounting Clerk Accounts Payable Clerk Admin Assistant Admin & Logistics Coordinator Budget & Reporting Clerk III Grain Inspector I Senior Office Clerk
3	Facility Assistant II Grader Grain Buyer Trainee Electrical Technician Maintenance Technician	Accountant Trainee Accounts Payable Analyst Cash Management Analyst Commodity Logistics Coordinator Rail Logistics Coordinator Container Logistics Coordinator Contract Coordinator Building/Facility Operator Foreign Exchange Analyst Grain Inspector III Logistics Coordinator Rail Logistics Coordinator Truck Logistics Coordinator Multi Modal Logistics Coordinator

**Salary
Grade**

Country Operations & Maintenance Agreement

Regina Office Agreement

Payroll & Benefit Administrator
Service Desk Agent
Treasury Operations Analyst

4 Asset Protection Trainee
 Assistant Manager
 Facility Operations Manager Trainee
 Quality Assurance Coordinator
 Grain Buyer
 Automation Technician
 Maintenance Journeyperson

Accountant
Building Maintenance Supervisor
Chief Engineer
Database Programmer Analyst
Desk Side Support Specialist
Mail & Printing Services Supervisor
IT Application Analyst
Procurement Specialist
Quality Control Coordinator

5 Automation Analyst
 Automation Specialist
 Electrical Supervisor
 Maintenance Supervisor
 Manager Customer Service

IT Application Specialist
IT Specialist Infrastructure
IT Business Analyst
IT Operations Analyst