

# Grain and General Services Union (ILWU• Canada)

## Country Operations and Maintenance Bargaining Proposals to Amend and Renew the Collective Agreements

between

Agrium Inc. /Crop Production Services Canada

and

Grain and General Services Union (ILWU• Canada)

October 27, 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.

## Article 1 - Scope & Definitions

1. GSU proposes a description of the bargaining unit as follows:

“All employees of Agrium Inc./Crop Production S – Canada in the Province of Saskatchewan who are employed in Ag Retail and ancillary operations, Ag Research and Development operations, Seed Plant operations, Fuel Delivery and ancillary operations, office operations, including the Regina office, NH3 operations and Maintenance Services excluding Division Managers and those above.”
2. GSU proposes that employees who are currently not represented by the union shall be included in the described bargaining unit, subject to a supervised representation vote of said employees.
3. GSU proposes that the parties agree not to make any application(s) under the Saskatchewan Employment Act to alter or amend the scope and structure of the bargaining unit referenced in 1 and 2 above for the duration of the collective agreement.
4. 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.

## Article 6 - Grievances

5. GSU proposes to amend Article 6 – Grievances to provide that each grievor shall have the right to attend the arbitration of her/his grievance without loss of benefits, wages or service.

## Article 8 - Benefit Plans

6. GSU proposes that the second paragraph of section 8.1 of Article 8 – Benefit Plans shall be amended to provide that the Company may change insurers, but shall not change benefit coverage or the terms of coverage or otherwise change the benefit plans without the agreement of the Union.

## Article 9 - Pension Plan

7. GSU proposes to amend Article 9 – Pension Plan, section 9.1 to provide for Company contributions of seven (7) percent.

## Article 10 - Health & Safety

8. GSU proposes that section 10.4 of Article 10 – Health and Safety shall be amended to provide that the boot allowance shall be paid to all employees.

## Article 12 - Seniority

9. 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."

10. 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."

11. 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

12. GSU proposes to amend Article 13 – Leaves of Absence, section 13.2 Maternity/Adoption/Child Care Leave (MACC) by adding a new subsection d) which shall read as follows:

"Employees on MACC Leave, who have completed one year of service, shall be paid an EI top-up allowance equal to twenty (20) percent of her/his regular salary for the duration of her/his leave to a maximum of fifty-two (52) weeks; and, employees on MACC Leave shall continue to be covered by the benefit plans set out in Article 8 provided the employee pays the employee contribution to the plan."

13. GSU proposes to amend Article 13 – Leaves of Absence by adding a new section 13.4 titled, Family Leave, and renumbering the subsequent sections of the Article accordingly. The proposed new section 13.4 shall 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 her/his immediate family."

## Article 15 - Probation and Termination of Employment

14. GSU proposes to amend Article 15 – Probation & Termination of Employment by deleting section 15.2.

## Article 18 - Hours of Work and Overtime

15. GSU proposes to amend Article 18 – Hours of Work and Overtime to read as follows:

- 18.1 The normal hours of work for employees shall consist of five (5) consecutive eight (8) hours days per week and a maximum of forty (40) hours per week including rest and meal breaks where employees remain at the work site.
- 18.2 Each employee shall be entitled to two (2) consecutive days of rest per week except where there is a schedule change or shift rotation resulting in one (1) day of rest at the time of the change.
- 18.3 The Company may implement modified hours of work schedules provided the Union is notified and a majority of the affected employees agree to the modified schedule. A minimum of thirty (30) days' notice of proposed shift changes shall be given to the Union and affected employees.
- 18.4 Overtime is defined as time worked in excess of employees' regularly scheduled hours of work. When employees are required to work in excess of the regular scheduled hours of their shift they shall be paid at the rate of one and one half times ( $1\frac{1}{2} \times$ ) their regular straight time hourly rate of pay for the first two (2) hours of overtime worked and two times ( $2 \times$ ) their regular straight time hourly rate of pay for the third and subsequent hours worked in the shift.
- 18.5 All overtime work 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).
- 18.6 Employees shall be paid for all overtime worked at the described overtime rate of pay in this Article. However, employees shall be entitled to bank their overtime worked, at the described overtime rate, and shall be entitled to take the time off work. Such time off work shall be the same as time worked.
- 18.7 Employees working a modified work week shift schedule shall receive eight hours pay at their regular rate in addition to overtime pay at the rate of one and one-half times ( $1\frac{1}{2} \times$ ) their regular rate of pay for all hours worked on a General or Statutory Holiday provided in this Agreement.

- 18.8 Employees who do not work on a General or Statutory Holiday provided in this Agreement shall be paid eight (8) hours pay at their regular rate of pay.

## Article 19 - Shift Differential, Call Out and Standby Pay

16. 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:

- 19.1 A shift differential of one dollar and fifty cents (\$1.50) per hour shall be paid for all hours worked between 18:00 hours and 06:00 hours, Monday through Friday inclusive.
- 19.2 A shift differential of time and one quarter (1 1/4 X) shall be paid for all hours worked on a Saturday.
- 19.3 A shift differential of time and one half (1 1/2 X) shall be paid for all hour worked on a Sunday.
- 19.4 Employees shall be paid the shift differential or overtime pay as described in this Agreement whichever is greater.
- 19.5 Every employee who is advised 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 in addition to the hours an employee may eventually work. Tentative scheduling shall entitle the employee for pay as described in this section.
- 19.6 A minimum of four (4) hours pay will be paid to employees called out for duty after the employee 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 out to perform.

## Article 21 - Vacations

17. GSU proposes that Article 21 – Vacations be amended by lowering the vacation accrual thresholds in subsection section 21.2 b) and c) by two years and by adding vacation accrual of six (6) weeks per year for employees with twenty (20) or more years' service.

## Article 25 - Scale of Wages and Schedule A

18. GSU proposes to amend the current collective agreement to provide across the board annual general wage increases of five percent (5.0%) for all employees and to all current rates of pay set out in Schedule A of the collective agreement effective January 1st of each year of the three (3) year term.
19. GSU proposes to 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 percentage increase in the Saskatchewan All Items Consumer Price Index from November 1, 2012 to October 31, 2015.
20. GSU proposes to amend the compensation structure set out in Schedule A of the collective agreement by deleting references to job family levels and replacing same with the words, "salary grades". Furthermore, GSU proposes to amend the compensation structure by providing for six (6) annual pay steps between the minimum and maximum of each salary grade. Effective November 1, 2015 employees will be placed at a step in the salary range that is equal to or higher than their current rate of pay.
21. 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."
22. GSU proposes to replace paragraphs 1 to 4 on page 37 of the collective agreement with the language of proposal 16 above.
23. GSU proposes to delete Schedule B of the collective agreement.

## Article 27 - Effective Date and Duration of Agreement

24. GSU proposes to amend Article 27 to provide for agreement years consistent with the calendar year.

## Schedule A - Salary Grades & Job Classifications

November 1, 2015

Salary Grade	Start	Step 8
1	\$36,500	\$57,000
2	\$42,500	\$67,000
3	\$50,500	\$81,000
4	\$59,500	\$96,000
5	\$70,500	\$115,000

Salary Grade	Country Operations & Maintenance Agreement	Regina Office Agreement
1	Admin Clerk Agronomy Summer Student Clerk Seed Plant/Lab Seed Analyst I Seasonal Field Technician Seasonal Operator – Fertilizer Technician I NH3 Driver Warehouse Worker Facility Assistant Facility Assistant - Sales & Administration* GSU proposes that employees in this salary grade will automatically progress to Salary Grade 2 one year after reaching Step 8 of Grade 1.	Office Clerk * Same as proposed for the Country Operations & Maintenance Agreement
2	Admin Assistant Admin Assistant Emergency Response NH3 Operations Technician Seed Analyst II Technician II	Accounting Analyst Accounting Clerk Admin Assistant
3	Facility Assistant II Technician III Seed Plant Supervisor Sales Rep Trainee Electrical Technician Maintenance Technician	Accountant Trainee Accounts Payable Analyst Logistics Coordinator Contract Coordinator Accounts Receivable Analyst Truck Logistics Coordinator Payroll & Benefit Administrator Service Desk Agent

<b>Salary Grade</b>	<b>Country Operations &amp; Maintenance Agreement</b>	<b>Regina Office Agreement</b>
4	Asset Protection Trainer Assistant Manager Ag Retail Manager I NH3 Operations Supervisor Research Associate Sales Rep Field Auditor Automation Technician Maintenance Journeyperson	Accountant Corp. Building Maintenance Supervisor Database Programmer Analyst Desk Side Support Specialist IT Application Analyst Procurement Specialist
5	Ag Retail Manager II & III Automation Analyst/ Specialist Electrical Supervisor Maintenance Supervisor Manager Customer Service Manager, Ag Equipment Sales	IT Application Specialist IT Specialist