

Notice of bargaining settlement and vote

GSU Local 1 (Viterra Operations & Maintenance)

April 22, 2016

GSU Local 1 Members (Viterra Country Operations & Maintenance),

On April 15, 2016 the bargaining committees for GSU Locals 1 and 2 and Viterra reached a tentative settlement of agreement renewal bargaining with the assistance of Federal Conciliator Michelle Glubrecht. The tentative settlement which broke a four month deadlock is subject to approval by members of GSU Locals 1 and 2 respectively. Each Local will conduct a separate vote on the settlement as it pertains to the collective agreement covering their bargaining unit.

The questions on the ballot members will receive are as follows:

I have reviewed the terms of the April 15, 2016 tentative collective bargaining settlement between GSU and Viterra and I approve same as the basis for renewing the collective agreement between the employer and my union. ☒X___

I have reviewed the terms of the April 15, 2016 tentative collective bargaining settlement between GSU and Viterra. I reject same and authorize the executive committee of GSU Local 1 to invoke strike action by members of the Local at such time and in such locations as the executive committee deems appropriate. ☒X___

GSU's bargaining committee is recommending approval of the April 15, 2016 tentative settlement.

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 Viterra.

Sincerely,

ON BEHALF OF

GSU LOCAL 1 & 2 BARGAINING COMMITTEE



Hugh Wagner

Bargaining Committee Spokesperson

BARGAINING COMMITTEE MEMBERS

Local 1 - Jim Brown (Balgonie), Brett North (Moose Jaw), Wilfred Harris (Carnduff), Travis Brewer (Saskatoon)

Local 2 - Michelle Hofer (Regina), Kevin Wagner (Regina)

Bargaining settlement report

GSU/Viterra Country Operations & Maintenance Collective Agreement

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 maybe.

All changes to the collective agreement have been highlighted in **blue**.

There are numerous grammatical and “housekeeping” changes to the collective agreement. These types of changes clarify the wording, but do not change rights. These changes are highlighted in Articles 1, 5, 6, 11, 15, 25 and 27 of the draft collective agreement.

Article 8 – Benefit Plans of the collective agreement has been changed by deleting sub-section 8.2 which said that sick leave allowance payments would not extend beyond normal retirement age. There are further housekeeping changes to Article 8.

Article 12 – Seniority has been changed by amending section 12.3 to recognize that postings are now online. In addition, section 12.6 has been grammatically improved and section 12.7 has been changed to specify that the Company will provide two weeks written notice of layoff or pay in lieu.

Article 13 – Leaves of Absence, section 13.2, has been changed to substitute “Parental Leave” for “Child Care Leave” and to clarify the accumulation of sick leave and vacation when employees are on maternity, adoption or parental leave. In addition, employees’ ability to participate in the Company’s maternity leave top up plan is specified in subsection 13.2 d). Finally, the conditions related to military leave in section 13.8 have been clarified and modestly improved.

Article 14 – Supplemental Employment Benefit (SEB) has been changed to substitute “earnings” for “salary” in section 14.1 e) and by specifying that no employee shall be paid SEB for more than 26 weeks in a 52 week period.

Article 17 – Temporary Performance of Higher Duty (TPHD), section 17.2, has been changed to provide for a three consecutive day waiting period for each occurrence before TPHD pay will be paid.

Article 18 – Hours of Work and Overtime This Article of the collective agreement has been substantially changed to clarify and establish a better platform for regulating employees' hours of work. The amended Article is printed below.

Article 18 – Hours of Work and Overtime

18.1 Hours of Work

The Company retains the right to schedule hours of work of employees as is necessary to ensure efficient operations and to provide coverage for the determined hours of operation.

18.2 Regular Work Schedules and Modified Work Week Schedules

Regular work schedules for employees shall be defined as five (5) days per week consisting of eight (8) hours per day and forty (40) hours per week.

The Company may implement modified or variable hours of work schedules as outlined in Schedule C provided the Union is notified and the affected employees are consulted respecting the conditions, the operation and the implementation of such work schedules.

The Company may implement any additional modified work schedules or schedules with variable hours of work per day that are not included in Schedule C provided the Union is notified and a majority of the affected employees agree to such schedule.

The Company will provide a minimum of twenty-one (21) calendar days' notice of the implementation, modification or cancellation of modified work schedules.

Subject to section 18.6 below, the typical work week shall consist of forty (40) hours of work paid at the employee's straight hourly rate and the work day shall normally consist of eight (8) hours work paid at the straight time hourly rate.

18.3 Scheduled Days of Rest

As a norm, employees shall be entitled to two (2) consecutive days of rest each week except where schedule changes or shift rotation occur resulting in one (1) day of rest at the time of the change.

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) Overtime at the rate of one and one-half (1.5) times the employee's regular rate of pay shall be paid 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) 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.

Employees in Assistant Manager or higher positions are not eligible to receive overtime at the rate of two (2) times the regular rate of pay.

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

18.5 Averaging

The hours worked by employees may be averaged over four (4) weeks or a longer period provided the Union and affected employees are informed of the circumstances and terms of the proposed averaging; and, provided a majority of the affected employees approve of the averaging.

The hours worked by employees in the Assistant Manager or higher positions may be averaged over an eight (8) week period. All hours worked in excess of three hundred and twenty (320) hours in the eight (8) week period shall be deemed to be overtime work and shall be paid for or banked at the rate of one and one half times (1½ X) the employee's regular rate of pay as directed by the employee.

18.6 Maximum and Minimum

The hours of work as stated in this Article are not to be construed as a guaranteed minimum of hours to be worked.

Schedule C

The following schedules may be implemented by the Company in accordance with Article 18.2:

1. Four (4) shifts of ten (10) hours each per one (1) week period.
2. Four (4) shifts of nine (9) hours each and one (1) shift of four (4) hours per one (1) week period.
3. Seven (7) shifts of twelve (12) hours each per two (2) week period. (Includes four (4) overtime hours).
4. Fourteen (14) shifts of twelve (12) hours each per four (4) week period. (Includes eight (8) overtime hours).

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

Section 19.3 will become 19.5 and will read: “There shall only be one premium paid per hour worked. In a case where more than premium applies, the employee shall receive the highest premium.”

Section 19.4 will become Section 19.3 Call-Out Guarantee.

Section 19.5 will become 19.4 and provide for Standby Pay which will increase to 1.5 hours for eight (8) hour an employee is assigned to be on standby.

Weekend Booking Pay - Although not covered by Article 19 of the collective agreement, the weekend booking pay letter and program will continue for the duration of the collective agreement.

Article 21 – Vacations - While there have been housekeeping wording changes to section 21.2 d) and the title of section 21.4 said changes are not substantive and do not affect employees’ rights.

Article 22 – General Holidays - what was section 18.7 of Article 18 – Hours of Work and Overtime of the previous collective agreement has been moved to become section 22.3 of Article 22 covering General/Statutory Pay for Modified Work Week Schedules. That being said, there will be no change to employees’ rights compared to the previous collective agreement.

Article 23 – Trades Training Leave of Absence and Allowance has been re-written and improved. The Article as re-written is printed below.

- 23.1 Subject to successful registration of this plan with Service Canada, the Company agrees to pay employees who are on a leave of absence to attend trades training a Supplemental Employment Benefit (SEB) allowance. The SEB allowance, together with Employment Insurance benefits received, shall equal ninety-five percent (95%) of the employee's normal weekly earnings, less overtime and other premium payments.

Payment will be made only for those apprenticeships and/or training arrangements approved by the Company. The Company shall determine the required amount of trade certified employees based on business/service demands.

The terms governing payment of the SEB shall conform to the requirements of the Canada Employment Insurance Commission (C.E.I.C.) and include the following provisions:

- a) SEB benefits will be payable only to those employees who are eligible for and are in receipt of Employment Insurance benefits in each week of leave. A week of leave shall mean a period of seven (7) consecutive days commencing on and including Sunday.
- b) An employee must apply to the Company and provide the necessary proof of eligibility for SEB in a manner acceptable to the Company. Approval shall be at the sole discretion of the Company.
- c) The benefit level paid under this plan is set at ninety-five percent (95%) of the employee's normal weekly earnings. It is understood that in any one week the total amount of SEB, Employment Insurance gross benefits and any other earnings received by the employee will not exceed ninety-five percent (95%) of the employee's normal weekly earnings.
- d) The payment of top-up to employees on leave will be made by the Company on a "pay-as-you-go" basis separate from the regular payroll.
- e) Requests for a leave of absence to attend trades training and requests for the trades training allowance shall be submitted in writing by the employee to appropriate management personnel.
- f) In the event an employee has made arrangements for approved course attendance and a layoff is invoked the employee will be entitled to benefits under this provision subject to the conditions referred to above.
- g) An employee shall not be entitled to SEB if he/she is receiving sickness and accident indemnity payments under the Company plan or Workers' Compensation.
- h) Employees who receive payments under these provisions and do not successfully complete that session's trades training shall be required to repay the Company through regular payroll deductions over the six (6) months following the return to work.

- i) Employees who receive payments under these provisions and leave the Company on their own accord shall be required to pay the Company an amount equal to their training allowance less \$2,500 for each six months of employment since the training.
- j) Service Canada will be advised in writing of any change to the plan within thirty (30) days of the effective date of the change. Payments of guaranteed annual remuneration, deferred remuneration, or severance pay will not be reduced or increased by payments received under the SEB plan.

Article 24 – Position Elimination

Section 24.1 of Article 24 has been changed to enable the Company to provide payment in lieu of the 120 calendar days notice for all or a portion of the notice period and to pay same as a lump sum, including the company's share of pension contributions and benefit premiums.

The amended section 24.1 is printed below.

24.1 In the event the Company plans to eliminate positions, the Company shall give the Union and the affected employees a minimum of one-hundred and twenty (120) calendar days notice or pay in lieu of notice for all or any portion thereof. Any pay in lieu of notice will be paid in the form of a lump sum payment which includes the Company's portion of pension contributions and benefit premiums.

When the notice referred to above indicates that ten percent (10%) or more of the employees are negatively affected, the Company and the Union agree to meet within thirty (30) days to review the opportunities and options available to employees notwithstanding that a collective agreement is in place.

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 *Canada Labour Code*.

Section 24.3 has been changed by removing the word *layoff*. GSU has been assured that this does not alter employees' rights under the Article. The remainder of Article 24 is unchanged.

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.

Viterra Compensation Structure – November 1, 2015

Salary Grade	Salary Range	
	Minimum	Maximum
1	\$32,000	\$54,000
2	\$38,000	\$64,000
3	\$46,000	\$78,000
4	\$55,000	\$93,000
5	\$66,000	\$112,000

Country Operations

Job Title	Salary Grades
Administrative Assistant	2
Asset Protection Trainer	4
Assistant Manager	4
Facility Assistant I	1
Facility Assistant II	3
Facility Operations Manager Trainee	4
Facility Sales and Admin	1
Grader	3
Grain Logistics Coordinator	3
Quality Assurance Coordinator	4
Grain Buyer Trainee (was Sales Rep Trainee)	3
Grain Buyer (was Sales Rep)	4
Manager, Customer Service	5
Maintenance	
Automation Technician	4
Automation Analyst	5
Automation Specialist	5
Electrical Supervisor	5
Electrical Technician	3
Maintenance Journeyperson	4
Maintenance Supervisor	5
Maintenance Technician	3

The following adjustments will be made to compensation:

1. Effective **January 1, 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 **and position in their respective salary range**.
2. Effective **January 1, 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 **and position in their respective salary range**.
3. Effective **January 1, 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 **1.75%**. 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 **and position in their respective salary range**.
4. Notwithstanding anything contained in this agreement, the payments referred to under paragraphs 1, 2 and 3 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 October 31, 2018**; a term of **thirty-six (36)** months.

Wage Increases - If approved by GSU members, the new collective agreement will provide for aggregate salary increases of two percent (2.0%) effective January 1, 2016 and retroactive to that date; two percent (2.0%) effective January 1, 2017 and one and three quarters percent (1.75%) effective January 1, 2018.

Schedule B - Section 4 has been changed to read as follows:

"Temporary employees shall be eligible to participate in the Company's benefit plans provided their term is initially scheduled to be one year or at the point the term actually exceeds one year."

Analysis of the Tentative Settlement

In most respects the agreement renewal bargaining that began last fall was about defending employees' rights to fair and equitable working conditions. In the opinion of GSU's Local 1 and 2 bargaining committee the tentative agreement reached on April 15 achieves that objective.

However, it is also fair to say that there are no major gains in the tentative settlement. This is particularly so in relation to wage increases and the so called performance based pay system.

Your bargaining committee fought to obtain guaranteed minimum wage increase for each and every employee in the GSU bargaining units. We were not able to convince Viterra management of the worthiness of that idea by ourselves.

If the current management thinking about pay for performance is going to change, it is clear to your GSU bargaining committee that a clear and overwhelming commitment to 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, the Local 1 and 2 bargaining committee recommends acceptance of the tentative agreement renewal bargaining settlement reached with Viterra on April 15, 2016. The final and only binding decision is yours to make by majority vote.

On behalf of the GSU Local 1 and 2 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.