

MEMORANDUM OF AGREEMENT
- between -
CROP PRODUCTION SERVICES (CANADA) INC. (“CPS”)
and
THE GRAIN AND GENERAL SERVICES UNION (ILWU) (“GSU”)
GSU LOCAL 15
(CPS –Operations & Office Units)

Principles of Agreement

WHEREAS CPS filed an Application for Employer Successorship on October 23, 2015 (LRB 238-15) (“the Application”);

AND WHEREAS the Certification Order has not been amended to reflect the successorship; the fact the Employer’s operations now fall under provincial jurisdiction; or to update description of the bargaining unit;

AND WHEREAS a part of the relief sought under the Application is an order pursuant to s. 6-104(2)(i), that persons employed by CPS in the position of Branch Managers are not employees as defined in s. 6-1(h) of *The Saskatchewan Employment Act*;

AND WHEREAS the provisions of s. 6-11 of *The Saskatchewan Employment Act* came into effect on April 29, 2016

THE PARTIES AGREE TO RESOLVE ALL MATTERS BETWEEN THEM RELATING TO THE CPS – GSU BARGAINING UNIT AS FOLLOWS:

1. Without prejudice to the position either party may take in the future, for the term of the Collective Bargaining Agreement between the parties, which will expire December 31, 2019, this Agreement constitutes an irrevocable election to allow supervisory employees to be in the CPS – GSU Saskatchewan bargaining unit, as contemplated by 6-11(3) of *The Saskatchewan Employment Act*. For clarity, the irrevocable election expires December 31, 2019.
2. GSU and CPS will submit a Joint Application (or make a Joint Submission) to the Saskatchewan Labour Relations Board which will withdraw the CPS Application LRB File No. 238-15 and include a request the granting a Certification Oder for a bargaining unit described as:

All employees of Crop Production Services (Canada) Inc., in the Province of Saskatchewan, who are employed at Agricultural Crop Input Centres; Ag Research and Development Operations; Seed Plant Operations; Office Operations; NH3 Operations and Maintenance, excluding the following

Administrative Coordinator, Assistant Breeder, Breeder, Senior Breeder, Director Research and Development, Head Chemist, Manager Breeding Services, Manager Crop Development, Manager Data, Manager Growth Facilities, Manager Pathology Research, Research Agronomist, Agronomist Lead, Branch Manager, Division Administrative Coordinator, Human Resources Coordinator, Human Resources Business Partner, General Manager, Manager Agronomic Services, Manager Ammonia Operations, Manager EH & S, Manager Human Resources, Manager Leasing, Manager Maintenance, Manager Operations, Manager Operations and Compliance, Manager Sales, Marketing Manager, Product Manager, Product Line Manager, Product Line Representative, Region Administrative Coordinator, Regional Account Manager, Senior Manager EH & S, Region Manager, Region Credit Manager, Senior Credit Analyst, and Technical Analyst, and any person at or above the rank of Branch Manager

3. In the Joint Application/Submission, GSU and CPS will request that the currently non-union employees of CPS employed in Saskatchewan, whose positions would fall within the scope of the proposed bargaining unit set out in (1) above, be given an opportunity to vote on whether they wish to be represented by GSU and included in the CPS - GSU Saskatchewan bargaining unit, by a representation vote supervised and administered by the Saskatchewan Labour Relations Board (SLRB).
4. CPS and GSU will agree to a list of employees eligible to vote in the representation vote described in paragraph 3 above. Once the aforesaid voters list is agreed to, GSU shall be given access to CPS facilities, subject to operational availability, and CPS shall refrain from any campaigning against representation by GSU. In addition to the list of employees eligible to vote, CPS will provide the locations of said employees and their work email addresses, to GSU in advance of any application/submission to the SLRB.
5. The Employer will provide GSU with the options to be presented to each individual Employee prior to any meetings with Employees occurring.
6. Prior to the Joint Application referred to in paragraphs 2 and 3 above being filed, Employees holding the position of Branch Manager will be advised of their individual options, and the Employees will be provided with an opportunity to consult with GSU representatives, if they wish to, which will include:
 - a. The option to remain in the position of Branch Manager which will be out of the scope of the bargaining unit; OR

- b. The option to remain in the scope of the bargaining unit with available positions being identified by the Employer, with no reduction in regular pay and with all rights and benefits of the collective agreement

The Employer will not require any Employee to transfer or move locations in order to exercise an option under 6(b) above.

7. If an Employee chooses to remain in the out of scope position of Branch Manager he/she will no longer be a member of the CPS-GSU bargaining unit.
8. This Agreement is subject to approval by GSU's Joint Executive Council and GSU Local 15 members which will be completed on or before October 30, 2016.
9. CPS and GSU agree that information regarding the existence or content of this Agreement will not be disclosed until after the ratification process regarding the tentative renewal collective bargaining agreement has been completed.

Signed on behalf of Crop Production Services (Canada) Inc. at Regina, Saskatchewan this ____ day of _____, 2016.

Signed on behalf of Grain & General Services Union (ILWU-Canada) at Regina, Saskatchewan this ____ day of _____, 2016.

CROP PRODUCTION SERVICES (CANADA) INC.

GRAIN AND GENERAL SERVICES UNION

Per: _____

Per: _____

Per: _____

Per: _____