

# GSU LOCAL 15 BARGAINING REPORT

## COMPANY PRESENTS 'FINAL OFFER' TO UNION

Your bargaining committee met with Nutrien representatives for a total of nine days spanning Dec. 13, 2019 to June 5, 2020. Significant changes have been made to some proposals and in other areas the parties have maintained their original positions.

On June 5, the Company presented GSU with a troubling final offer it wants the membership to vote to accept. We think it's a bad deal. We will present it to you for a vote, but **we urge you to reject it and to send us back to the table with a mandate to bargain for something better.**

## COVID'S IMPACT ON MEETINGS

COVID-19 regulations have changed how we can meet as a group, so please plan to attend an online information meeting using **Teams** (a web video service) or by conference call. It's the best way for us to reach as many people as possible to provide for meaningful dialogue with your bargaining team and we urge you to participate.

The meetings will be held **June 16, 17, and 18**. The meetings on the 16th & 18th will be held via Teams video starting at 11:30 a.m. and wrapping up no later than 1:00 p.m. The Company will allow participation at the workplace and will recognize the half hour before noon as work time. The meeting on the 17th will be conducted via conference call starting at 7:00 p.m.

**Please review the enclosed information prior to the meetings and be sure to ask questions of your committee.**

## SECTION 1:

- Article 1: Changes the name from Crop Production Services (Canada) to Nutrien Ag Solutions (Canada) Inc.
- Article 4: Merges the Operations and Regina Office bargaining units into one bargaining unit which coincides with the Saskatchewan Labour Relations Board Order.
- Article 5: Changes “job family level” to “salary grade”.
- Article 11: Increased the accrual of vacation credits while on WCB from two months to 26 weeks.
- Article 12: Clarified the Company’s right to not have to post a position if it is filed by a transfer of less than 50 km. It also allows for the jobs to be posted on the Job Board instead of being provided to the Union office.
- Article 13.2: Sets out that employees shall be offered Maternity / Adoption and Parental leave top up and vacation accrual while on leave, as set out in the Company policy. This previously was not referred to in the Collective Agreement.
- Article 14: Changes in 14.1 d) and g) that do not change an employee’s right to collect Supplemental Unemployment Benefit.
- Article 18: Deleted language that prohibited an Assistant Manager from earning double overtime.
- Article 21.3 clarifies an employee on layoff or leave that crosses calendar years will be paid out unused vacation from the prior year in excess of 40 hours upon their return to work.
- Article 23: Deletes the Trades Training Allowance as there are no longer trades employees.
- Article 24: “SEB” was changed to “SUB.”
- Article 26: Changed to provide part-time employees with benefits and pension upon hire instead of working 90 days first.
- Article 27: Provides for a five year Collective Agreement.
- Schedule A: Changed to provide a Train the Trainer program which shall pay employees training other employees an extra \$100 per day for scheduled Divisional Operational Training.
- Salary Grades and Ranges have been adjusted to reflect the current minimums and maximums for the ranges.
- Job Titles have been updated where required.

## WHAT’S AT STAKE?

Our summary of the Company’s final offer is two sections. Section 1 (at left) includes changes to the collective agreement that are housekeeping or areas of mutual agreement.

Section 2 (below) focuses on changes proposed by the Company that your bargaining team does not agree with and urges you to reject:

### SICK LEAVE & DISABILITY ALLOWANCE

The Company wants major changes to Article 8 so it doesn’t have to consult with GSU if it wants to change your benefit plan. The company also wants to remove the language guaranteeing sick leave and short-term disability from your contract. **If this offer is accepted, you would give up all sick leave you have earned under the current collective agreement.**

The Company’s final offer proposes to replace your sick leave and short term disability benefits with a policy that appears to be an improvement, but can be changed unilaterally. Your bargaining team tried to find a compromise by offering to fold the new Company policy into the collective agreement. **Nutrien’s final offer didn’t include any compromises.**

We asked if this proposed policy might change during the next five years. Their agents would only reply that **they wanted the complete flexibility to make whatever changes they wanted, when they wanted.**

So, GSU proposed a hybrid clause: if the Company’s policy was better than the one in the Collective Agreement, they could have the flexibility to change it, however if the policy ever eroded below what is in your contract, the current language would apply. This would set a floor to protect your benefits. **Nutrien would not agree.**



This is one of the major reasons we think you should say no to this offer. Your company should be prepared to agree to a binding standard level of sick leave and short-term disability benefits to provide security to employees for the life of the contract.

## PENSION PLAN

Nutrien thinks you’ll like their proposed changes to Article 9, which covers your pension benefits. Their offer allows newly-hired employees to make pension contributions instead of waiting for 90 days. And they’re offering some increases to pension contributions. But watch out. **Nutrien wants to remove the language guaranteeing pension contribution commitments from your collective agreement.** If the company decided to reduce their contributions to your pension account the day after you ratify the contract, there would be no way to stop them for the life of the new collective agreement — and no guarantee you’d ever get those benefits back when your contract opens again.

Your bargaining committee proposed to incorporate the Company’s new pension contribution levels into your collective agreement. **Nutrien would not agree.** We also tried a hybrid approach to set the current contribution level as the floor. **They rejected our compromise.**



Acceptance of the Company’s final offer will mean the management has complete control over the amount of the employer’s contributions to your pension plan and nothing would be guaranteed by your contract.

## PAID LEAVE

The Company wants changes to Article 13.3 Paid Personal Leave, replacing Pressing Necessity Leave and Serious Illness Leave with a new policy outside of your contract so **they can change the policy at any time without bargaining or consultation.**

Your bargaining committee offered a hybrid approach, proposing that if the new policy provided a minimum of 40 hours annually, Pressing Necessity and Serious Illness Leave would not apply. **Nutrien would not agree.**

★ If you accept Nutrien's offer, you would no longer have Pressing Necessity Leave and Serious Illness Leave as a contractual right. And watch out: Nutrien's proposed the language states that you "may" be granted paid personal leave, not that you "shall" or "will" be granted paid personal leave.

## VACATION & WAGES

The Company's proposed Article 13.4 may provide for a paid volunteer day. But if you want time off for family, you may have to wait. Nutrien's proposed Article 21.4 will **increase the time it takes an employee to reach the next level of vacation entitlement.** Right now, you start earning 4 weeks at the beginning of 5 years — but if you vote for this offer, it would be delayed to 8 years.

And where right now, employees start earning 5 weeks' vacation at the beginning of 10 years of service, Nutrien's offer would extend the threshold to 15 years. **Waiting another three to five years to earn an extra week of holidays is a significant negative.**

We were prepared to accept the changes to vacation thresholds if Nutrien was prepared to agree to secure benefit improvements in sick leave and short-term disability, secure pension contributions, and paid personal leave as well as

guaranteed wage increases for employees who achieved a "successful" performance rating. Again, **Nutrien rejected our compromise.**

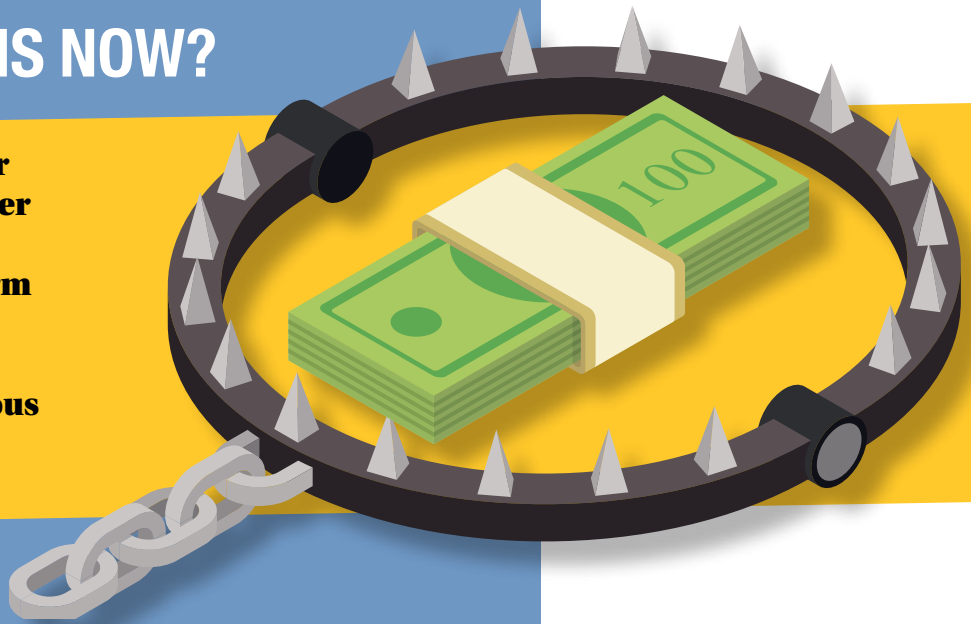
We have also been trying to secure a minimum guaranteed wage increase for all "successful" employees. Nutrien proposed wage increases based on its same old aggregate approach with the same old results: **the bargaining unit average increase would be 2.25% in the first year, but an individual employee is not guaranteed to receive any increase.** Do you think it's fair if three employees get a successful performance rating and two employees receive increases of 3.75% and 3.5%, while the third employee gets zero?

★ We believe every "successful" employee should be entitled to a wage increase that is at least close to the rate of inflation. Nutrien has rejected this at every step of bargaining.



# WHAT HAPPENS NOW?

**You must decide whether you're willing to hand over the complete control on your sick leave, short-term disability, pension contributions, pressing necessity leave and serious illness leave to your employer.**



Nutrien's offer may seem tempting at first glance, but nothing is guaranteed. It wasn't that long ago that the Company decided to make some changes and reductions to your group benefit plans, and there was no contractual ability for us to stop them.

If you accept the Company's so-called final offer proposal, all safeguards disappear for your sick leave, short-term disability, pension contributions, and some paid leaves you currently have in your collective agreement. We know from experience that **once a contract item disappears, it will be very hard, if not impossible to get it back.**

For these reasons, your GSU bargaining committee is recommending that members **reject Nutrien's so called final offer.**

## WHAT HAPPENS IF WE VOTE TO REJECT THIS OFFER?

If this offer is rejected, GSU will reach out to Nutrien to resume bargaining for an improved collective agreement. If the company won't make any changes, our next step towards finding a bargaining settlement is to seek conciliation under the Saskatchewan Employment Act.

If the conciliation process does not produce a bargaining settlement, your GSU bargaining team will come back to you with options, which could include seeking a mandate for job action.

Whatever the next steps are, **no action will be taken without consulting you and you will be given another opportunity to decide on the course of events in a secret ballot vote.** We are a democratic organization and the majority of the members who vote will determine the outcome. Please plan to attend this important meeting!

**Check your email for  
instructions on how to  
participate in the vote.**

**See you soon!**

### Your Bargaining Committee:

- ★ **Brian Cowan**  
Ag Research & Development,  
Local 15 President
- ★ **Curtis Cousins**  
Nipawin Seed Plant,  
Local 15, Vice-President
- ★ **Lynn Shaw**  
Craik, Local 15 Secretary/  
Treasurer
- ★ **Steve Torgerson**, GSU Staff
- ★ **Dale Markling**, GSU Staff

