

# GSU LOCAL 15 BARGAINING REPORT

## TENTATIVE SETTLEMENT REACHED AFTER 10 MONTHS

After meeting with Nutrien management for a total of 11 days spanning from Dec. 13, 2019 to Oct. 1, 2020, your GSU bargaining committee reached a tentative settlement subject to ratification.

This deal comes after a long delay in bargaining and after an overwhelming rejection by Local 15 members of the final offer made by Nutrien in June. **The tentative settlement was the achievement of minimum guarantees in three of four the areas we had identified as key priorities.**

Your Local 15 bargaining committee recommends acceptance of this tentative settlement, but we are the first to acknowledge that this deal does not include everything we were seeking to obtain.

Nutrien would not agree to a guaranteed minimum wage increase for every employee who obtains a successful performance rating. But we were able to make headway on securing the sick leave, pension and personal leave provisions that are equivalent, on average, with what is currently in the Collective Agreement.

The changes to sick leave, personal leave and pension contributions in this tentative settlement are a vast improvement over what the Company previously offered. **These positive changes were only possible because of your strong vote to reject Nutrien's previous final offer.**

## LET'S TALK.

We are providing a summary of the tentative settlement terms and a copy of the memorandum of settlement. Normally, GSU would also hold a series of in-person meetings to provide you with an opportunity to discuss this proposed settlement. But that's not the safest option considering public health guidelines and restrictions stemming from the COVID-19 pandemic.

To provide members with the opportunity to get more information and comment on the proposed tentative settlement, your Local 15 bargaining committee will hold information meetings using the **Teams video format**. While not as ideal as regular meetings, it is the best alternative for holding a meaningful dialogue between the bargaining committee and union members.



The video meeting series will held on **Thursday, Oct. 15 and Monday Oct. 19**. These meetings will start at 11:30 a.m. and wrap up no later than 1:00 p.m. Nutrien has agreed to your participation at the workplace and will recognize the half hour before noon as work time.

**We encourage you to review the following information and ask questions of your committee prior to the video meetings.**

## SETTLEMENT DETAILS

The following summary of the tentative settlement is presented in two sections. The first section includes changes to the collective agreement that are not controversial.

The second section focuses on the more contentious issues which your bargaining committee believes requires a more in depth review.

### SECTION 1

**Article 1** changes the employer's 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** increases the accrual of vacation credits while on WCB from two months to 26 weeks.

**Article 12** clarifies the Company's right to not post a position if it is filled by a transfer of less than 50 kilometers. It also allows for 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** there are some minor housekeeping changes in 14.1 d) and g) that do not change an employee's right to collect Supplemental Unemployment Benefits.

**Article 18** deletes language disallowing Assistant Managers from earning double time overtime.

**Article 21.3** clarifies that an employee on a 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** no changes other than "SEB" is changed to "SUB"

**Article 26** changes to provide part-time employees with benefits and pension upon hire instead of a ninety day waiting period.

**Article 27** provides for a five year Collective Agreement.

**Schedule A** changes 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.

### SECTION 2

**Article 8 Benefit Plans:** This Article changes dramatically, the first of which is removing the requirement for Nutrien to consult with GSU prior to implementing changes to the benefit plans.

The changes to Article 8 also involve removing the current sick leave and short-term disability language, replacing it with references to Company's policy.

Currently the Company's policy is that there is no limit to the number of days, employees can be sick and receive sick leave pay at 100% of regular pay. If an employee is sick for greater than seven calendar days they will be placed on short-term disability which continues to pay the employee at 100% of regular pay on a sliding scale from nine to 25 weeks, depending on the employee's years of service.

While the current Company policy is, on balance, an improvement over the sick leave plans in the collective agreement your bargaining committee's primary concern was that Nutrien's prior proposals would result in employees giving up rights contained in the contract.



In the proposed settlement we were able to secure a guaranteed minimum of 15 days sick leave per year and short term disability at 100% pay on a scale of two to 13 weeks depending on years of service. Your bargaining committee believes that **this is on average an equivalent benefit compared to the current sick leave provisions in the collective agreement.**

However the proposed new sick leave and short-term disability plans do not include accrual of sick leave from year to year and if the settlement is accepted employees will be giving up the sick leave they accrued under the current collective agreement. To be clear, as long as the Company policy is better than the guarantee, or floor, provided in the Collective Agreement the Company policy will apply to all employees.

GSU's Local 15 bargaining committee and the majority of members took the stance that Nutrien should be prepared to agree to a binding standard level of sick leave and short-term disability benefits that will provide a measure of security to employees for the life of the collective agreement. We believe the proposed tentative settlement meets our objectives.

**Article 9 Pension Plan:** The tentative settlement provides for **major changes to your pension benefits.**

The 90 day waiting period will be eliminated and pension contributions start immediately upon hire as a full-time or part-time employee.

Company policy also currently provides for increased employer pension contributions of 150% of employee contributions to a maximum employer contribution of 9% of the employee's regular pay.

The 150% employer contribution rate will not be set out in the collective agreement. However,



if Nutrien decided to reduce their contributions to employees' pension accounts they cannot be reduced below 100% matching contributions to a maximum employer contribution of 6%, which is the same level as in the current collective agreement. However, the employee would also have to contribute 6% in order to require the employer to contribute 6%.

**Article 13.3 Paid Personal Leave:** The tentative settlement proposes changes to Article 13.3 Paid Personal Leave by replacing Pressing Necessity Leave and Serious Illness Leave with Paid Personal Leave as set out by the company policy which is currently is 40 hours annually of paid personal leave with a wider range of uses to access the leave.

Nutrien can change their policy, but the new collective agreement, if approved, contains a minimum floor of 24 hours of Paid Personal Leave. Your bargaining committee believes that on average the tentative settlement provides a benefit at least equal to what is in the current collective agreement.

Acceptance of the proposed

tentative settlement means that the current Pressing Necessity Leave and Serious Illness Leave provision will be removed from the collective agreement.

**Article 13.4** may also provide for a paid volunteer day.

**Article 21- Vacations:** The service thresholds will rise and increase the time it takes an employee to reach the next level of vacation entitlement.

Currently employees start earning 4 weeks' vacation at the beginning of 5 years of service. This will change to 8 years of service if the tentative settlement is approved and the current 5 weeks' vacation after 10 years of service will change to 5 weeks after 15 years of service.

Employees who are currently at or reach the current threshold for more vacation by the end of this calendar year will retain their status. We acknowledge this is a major step backwards.

**Wage Increases:** A major bargaining priority in this round was a minimum guaranteed wage increase for all employees who achieve "successful" status in their annual performance rating. However, the wage increases contained in the tentative settlement are based on the existing aggregate increase approach, which means that **while the bargaining unit average increase will be 2% in the first year, individual employees are not guaranteed to receive 2%, or any increase at all for that matter.**

Nutrien management has rejected our effort to bargain guaranteed annual minimum wage increases every step of the way. **They have said that this is their "hill to die on".**

The wage increases in the tentative settlement are aggregate increases of **2% retroactive to March 29, 2020, 2% the second year, 2% the third year, 2.25% the fourth year and 2.5% in the final year.**

## WHAT HAPPENS NOW?

**You must decide whether you accept the proposed tentative settlement or whether to fight on.**

Your bargaining committee believes this is the best deal that can be reached with some of the protections we were all seeking short of taking job action. **In order to make major changes to the offer such as in wage increases we would need a solid strike mandate.**

**On balance, this settlement provides some improvements and guarantees that your sick leave, pension and paid personal leave have protected floors contained in the collective agreement.**

Does the proposed tentative settlement include everything we had hoped to achieve? No.

When all is said, the collective agreement is your contract and union members must decide if the tentative settlement is good enough to win your vote or whether it is rejected in favour of pushing for more and better.

If the majority of the members who vote accept the tentative settlement, GSU will notify Nutrien and the terms and conditions will be put in place in a new collective agreement. If the majority who vote reject the tentative settlement, GSU will resume bargaining for an improved agreement.

If there is no change on the Company's part, notice of impasse and conciliation under the Saskatchewan Employment Act are the next steps in the process.

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

**We are a democratic organization and the majority of the members who vote, will determine the outcome. We thank you for your patience, support and understanding.**



### Your Bargaining Committee:

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

