

Bargaining Report and Notice of Vote on Employer Offer

GSU Local 14 (Richardson International Ltd.)

March 16, 2022

TO: GSU Local 14 (Richardson International) members

On March 9 your GSU Local 14 bargaining committee met with Richardson International representatives to resume agreement renewal collective bargaining.

Despite our best efforts, the March 9 meeting did not produce a tentative bargaining settlement. Instead, Richardson management made what they describe as their best offer to settle a renewed collective agreement with GSU Local 14. This offer is included at the end this report.

Richardson's best offer includes a number of important changes to the collective agreement and chief among them is the shift to a new sick leave and short-term disability insurance program that would take effect three months after the ratification of a new collective agreement.

The proposed new sick leave and short-term disability insurance program represents a significant departure from the current plan. Our assessment is that it is an overall improvement for employees, particularly with the partial continuation of earned sick leave credits for current employees for the duration of a new collective agreement and the inclusion of paid sick days now provided under the Canada Labour Code.

In addition, coverage by short-term disability benefits at 100% of pay for up to 180 calendar days is a significant improvement compared to the current 119 calendar day cap on sick leave in any one illness.

Similarly, the changes to pressing necessity leave are an improvement to the current provisions of the collective agreement as is the new language around banking of overtime.

It is important to bear in mind that the foregoing changes have only been tentatively agreed to and are subject to the overall settlement of a new collective agreement.

In collective bargaining there is no settlement until there is a complete settlement and the ratification of a new collective agreement. Richardson's current best offer does not provide for wage increases that your GSU bargaining committee was willing to sign off on or recommend that Local 14 members accept.

We did our best to convince your employer to agree to wage increases more in line with the rising cost of living. We also argued for wage increases payable to every employee regardless of their performance rating.

Management has not agreed with our perspective and their offer of minimum wage increase guarantees for employees who achieve a “Meets” performance rating falls short of the mark, in our respectful opinion.

Your GSU bargaining committee also argued for inflation protection for every employee in the form of a cost of living adjustment (cola) clause, which would be triggered in the third and fourth years if the consumer price index rises above 3.0% compared to the previous year. So far Richardson management has declined to agree to a cola clause.

Despite the shortcomings in relation to wage increases, your GSU bargaining committee is bringing Richardson’s so-called best offer back to Local 14 members for a vote. It is our sincere belief that union members have the right to weigh in on the matter and make the final call.

Each member will have the opportunity to cast a secret ballot vote on Richardson’s offer at in person meetings to be held at each work location.

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

<p>I accept the offer received by GSU from Richardson International Ltd. on March 9, 2022 and I authorize Grain & General Services Union to conclude a renewal of the collective agreement covering the bargaining unit employees based on the proposed offer.</p>
<p>I reject the offer received from Richardson International Ltd. on March 9, 2022.</p>

- **If a majority of members who cast ballots vote in favour** of the employer’s March 9, 2022 offer, a new collective agreement will be concluded based on the terms of the offer.
- **If a majority of the members who cast ballots vote to reject** the employer’s March 9, 2022 offer, management will be informed and will be invited to resume bargaining.
- If a majority of members who cast ballots vote to reject and management declines to resume bargaining and/or declines to change their position sufficiently, GSU will serve notice of dispute under Part I of Canada Labour Code and ask the Minister of Labour to appoint a conciliation officer to work with the parties to bring about a settlement.

- If a bargaining settlement isn't achieved during the Canada Labour Code's 60-day conciliation process, the bargaining dispute could end up in a legal strike or lockout situation, but not before Local 14 members vote again on whether to settle the bargaining or engage in strike action to bring about a 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 by March 25.

Once the voting is complete, the ballots cast will be counted and the decision of the members will be reported.



Sincerely,

ON BEHALF OF
GSU LOCAL 14 BARGAINING COMMITTEE

Hugh Wagner
Bargaining Committee Spokesperson

BARGAINING COMMITTEE MEMBERS
Jerid Clark, Curtis Shiels, Donna Driediger,
Mason Van Luven

March 9, 2022 Richardson International Offer to GSU Local 14

Negotiations for the renewal of the Collective Agreement Between

RICHARDSON INTERNATIONAL LIMITED
(Hereinafter referred to as "The Company")

and

GRAIN AND GENERAL SERVICES UNION (ILWU CANADA), LOCAL NO. 14
(Hereinafter referred to as "The Union")

This document sets out the Company's best offer to settle negotiations between the Company and the Union. Unless otherwise indicated, all changes will take effect upon ratification.

1. The parties agree to the following changes to the benefits plans referenced in Article 8.1 to be implemented within 3 months of ratification:
 - ***Paramedical changes:***
 - ***100% reimbursement for mental health practitioners up to a maximum of \$2500 per person per plan year.***
 - ***Other paramedical practitioners:***
 - ***Basic – 80% reimbursement to a combined max of \$800 per person per plan year***
 - ***Enhanced – 100% reimbursement to a combined max of \$1200 per person per plan year***
 - ***LTD coverage amended:***
 - ***Basic – 65% income replacement (reduced from 70%)***
 - ***Enhanced – 60% income replacement for first \$5000 earnings, 50% of the next \$5000 earnings and 40% of the balance up to \$10,000 (former structure was flat to a lower maximum)***

2. Amend Article 8, Benefit Plans by removing the current Articles 8.2 and 8.3 in their entirety and replacing them with the following Article 8.2 which shall read as follows (effective first of the month, 3 months following ratification):

8.2 Illness and Disability Leave

When a regular employee is unable to work due to verifiable illness, disability or an accident for which compensation is not payable under Worker Compensation legislation, the employee shall receive Short Term Disability (STD) benefits at 100% of his or her regular earnings for a period up to one hundred and eighty (180) calendar days. STD payments will start following the completion of a five (5) day unpaid waiting period.

Employees shall not be entitled to payment under this Article while on leave without pay or layoff, however, they will be eligible for STD benefits upon their return to work. Benefits under this plan shall not extend beyond age seventy (70).

In instances where an employee's absence due to illness, disability or an accident for which compensation is not payable under Worker Compensation legislation is less than the STD waiting period, payment of wages will be covered by accrued paid sick days subject to the employee providing sufficient support for their absence when requested by the Company.

The Company will provide each employee with a maximum of ten (10) paid sick days annually. Paid sick days may be used to cover the STD unpaid waiting period or for short term absences of less than five (5) days and will be prorated for new hires. Eligibility and accrual of paid sick days shall be consistent with Part III of the Canada Labour Code as amended on December 17, 2021.

Current employees who have at least ten (10) days to a maximum of sixty (60) paid sick days in their bank as of the implementation date of the new sick leave/short term disability program will be entitled to maintain the sick days in their bank until December 31, 2025. Absences from work due to illness, disability or non-Workers Compensation injury will be charged against the sick days in the employee's bank to a maximum of ten (10) days following which they shall be placed on STD benefits.

When a current employee's paid sick day bank falls below ten (10) days they shall revert to accrual to a maximum of ten (10) paid sick days per year and ongoing eligibility and accrual shall be consistent with Part III of the Canada Labour Code as amended on December 17, 2021. All new hires and current employees with fewer than ten (10) days in their bank will be eligible and accrue sick days as provided in Part III of the Canada Labour Code as amended on December 17, 2021.

3. The parties agree to amend Article 12.1 as follows:

When the Company determines it necessary to fill a vacant position, **with the exception of student and casual positions**, within the scope of this Agreement, the position shall be posted. Vacancies will be open to applicants for **five (5) days**. It will be the policy of the

Company that in filling posted positions, employees of the Company shall be given first consideration.

4. The parties agree to amend Article 13.1 b) to read:

“An employee on general leave of absence shall not earn vacation but shall retain the seniority and vacation credits earned prior to commencing leave of absence.”

5. The parties agree to amend delete current Article 13.2 c) and amend 13.2 d) (re-numbering accordingly) to read:

“Employees on maternity leave shall receive a Short term Disability Maternity Leave Supplement. The combined Supplement and Employment Insurance payment will be 95% of their pre-maternity wage for the first six (6) weeks of maternity leave. The Company will require supporting documentation to pay the Short Term Disability Maternity Leave Supplement.”

6. The parties agree to amend Article 13.3 Pressing Necessity to read:

“Regular employees will be eligible for forty (40) hours of personal leave per calendar year. For employees with greater than three (3) months of continuous service, the first twenty-four (24) hours will be paid.

Employees are required to obtain the approval of their supervisor to use Personal Leave. For planned absences, employees will obtain this approval at least three (3) working days in advance of the absence, and it is understood that approval is subject to operational requirements as determined by the supervisor. For unplanned absences, the employee should contact the supervisor as soon as possible using the procedure specified by the supervisor.

Personal Leave should be taken in periods of not less than four (4) hours. Supervisors may grant Personal Leave in shorter increments where operations allow.

The purpose of Personal Leave is attending to the planned and unplanned needs of one’s family which requires their attention (e.g. parent / teacher conferences, personal or family medical appointments, need to care for a sick family member, etc.)

In the first year of employment, the employee’s entitlement will be pro-rated for the partial year based on hire date. Entitlements for part-time employees will be pro-rated. Personal Leave not used will not be carried over to the next year. Personal Leave not used by an employee will not be paid out. “

7. The parties agree to amend Article 13.7 a) to read:

“The Company shall provide leave of absence with pay for a maximum of three (3) bargaining unit employees to a maximum of eight (8) days each for attending negotiations.”

8. The parties agree to amend the last paragraph of Article 18.4 to read as follows:

“Employees shall be paid for all overtime worked at the appropriate overtime rate of pay as described in this Article. When overtime is necessary, approval must be obtained in advance from the Manager. Employees may bank their overtime worked, at the appropriate overtime rate to a maximum of eighty (80) hours, to be taken as paid time off work.”

9. Amend Article 27, Effective Date and Duration of Agreement, paragraph 2, as follows:

This Agreement shall be effective from the 1st day of January, **2022** and shall be valid until the, 31st day of December, **2025** and thereafter from year to year unless a written notice is given by either party within the period of four (4) months immediately preceding the date of expiration of the term of the Collective Agreement, of their desire to terminate this Agreement or negotiate a revision thereof, in which case this Agreement shall remain in effect without prejudice to any retroactive clause of a new Agreement until negotiations for revision or amendments hereto have been concluded and a new Agreement superseding this Agreement has been duly executed.

10. Amend Schedule A as follows:

Employees shall be paid in the following salary ranges according to their job family level. An employee’s pay level within the range for the employee’s job family level will be determined based on the employee’s demonstrated performance. The parties recognize the salary ranges and the salary paid to individual employees are minimums.

In the event of job reclassification, employees will be moved into the appropriate job family and will be paid in accordance with the corresponding salary range. In cases where employees are being paid a wage/salary below that of the new salary range, they shall be brought up to the minimum of the new salary range. In cases where employees are being paid a wage/salary above that of the new salary range, their salary shall be red circled until such time as their wage/salary is within the salary range, however, they will be provided with a lump sum payment in lieu of their annual wage/salary increase.

The Company reserves the right to implement employee retention programs, share purchase programs, incentive plans and market supplement programs in its sole and absolute discretion.

COMPENSATION STRUCTURE – JANUARY 1, 2022

The Company will adjust the minimum and maximum of the annual salary ranges in the compensation structure by; 2% effective January 1, 2022, 2% effective January 1, 2023, 2% effective January 1, 2024 and 2% effective January 1, 2025, as follows:

[Memorandum Note: Within the CBA, the parties agree to update the compensation grids with new ranges reflecting the implementation of the paragraphs above. A 4th grid will be added for the last year of the new collective agreement.]

Country Operations

Job Titles	Job Family Level
Administrative Clerk	BSS-1
Administrative Assistant	BSS-2
Agronomy Summer Student	FOP - 1
Assistant Manager	FOP - 3
Facility Assistant I	FOP - 1
Facility Assistant II	FOP - 2
Grader	FOP - 2
Manager Customer Service II	MGT - 2
Manager, Customer Service III	MGT - 3
NH3 Driver	FOP - 1
Sales representative Trainee	SSS - 1
Agribusiness Representative	SSS - 1
Sales Representative	SSS - 2
Season Operations Worker	FOP - 1
Agribusiness Student	FOP - 1
Agribusiness Trainee	FOP - 2
Sales Representative – Agronomy	SSS-2
Grain Marketing Representative	SSS - 2

Maintenance

Job Titles	Job Family Level
Maintenance Supervisor	FOP-3
Maintenance Technician	FOP-2
Maintenance Worker	FOP-1

THE FOLLOWING ADJUSTMENTS WILL BE MADE TO COMPENSATION:

[Memorandum Note: The year 1 wage increase will be applied retroactively to January 1, 2022.]

The Company shall pay an annual aggregate salary increase of **3.00% effective January 1, 2022, 2.90% effective January 1, 2023, 2.75% effective January 1, 2024 and 2.75% effective January 1, 2025** to employees covered by this agreement which shall be added to the recipient employees' rate of pay for the period of the agreement.

Employee's receiving a "Meets" annual performance review rating, shall receive a minimum annual salary increase of **2.25% effective January 1, 2022 and January 1, 2023 and 2.0% effective January 1, 2024 and January 1, 2025**, with further increases based on an employee's individual demonstrated performance for the previous fiscal year.

Notwithstanding anything contained in this agreement, the payment referred to in the above paragraphs will be distributed to all eligible employees and will be based on demonstrated performance and position in their respective salary range.

11. The parties agree to amend Schedule B (4.) as follows:

4. Students, and temporary employees shall be eligible to participate in the Company's benefit and pension plans provided their term is expected to exceed or exceeds one year. (removed casuals from language)

GSU Local 14 bargaining committee

Jerid Clark (White City)

Curtis Shiels (Melville)

Mason Van Luven (GSU staff)

Donna Driediger (GSU staff)

Hugh Wagner (GSU general secretary and union bargaining spokesperson)

Questions? Comments? Concerns?

Contact a bargaining committee member directly or send an email to gsu@gsu.ca.