

In The Matter of Collective Bargaining

Between:

Grain Millers Canada Corporation (GMCC)

And

Grain and General Services Union (GSU)

Employer Offer to Settle

July 21, 2022

1. New and/or revised contract language is summarized herein.
2. General wage increases are provided as 6% as of April 1, 2022 (if Tentative Agreement is ratified), 5% in 2023 and 4% in 2024.
3. All collective agreement language not modified or eliminated in this negotiation remains status quo.
4. Unless specified otherwise, new language comes into effect the date of signing the final agreement post-ratification.
5. All items included in this document are subject to finalization and confirmation by the chief negotiators forthwith. All proposals not agreed are hereby deemed withdrawn.

Article Reference

- 5.1 The Company and the union agree that it is most desirable to resolve misunderstandings and disputes through discussions between the employee and the manager, and both the Company and the union shall encourage employees to discuss their complaints with their manager so as to resolve differences quickly and directly. No employee shall file a grievance until they have first given their **manager** the opportunity to settle the complaint, except for those complaints referred to in Article 5.10. **Time spent in such**

informal settlement discussion shall not reduce the time limit for the filing of a formal grievance as provided in 5.2 below. If such informal discussion does not result in a satisfactory resolution to the employee's complaint, the complaint may be referred to the grievance procedure as follows:

- 5.5 Amend to read "...If the two parties fail to agree on the appointment of the arbitrator, it shall be requested that the Chairperson of the **Canada Industrial Relations Board.**"
- 5.11 The union shall have the right to submit an executive (**policy**) grievance within fourteen (14) calendar days of the circumstances giving rise to the executive (**policy**) grievance. An executive (**policy**) grievance is filed by the union, as opposed to a grievance filed by an individual. Such grievance shall be initially presented in writing at Step 2 of the grievance procedure. Thereafter, the time limits set forth in the grievance procedure outlined above shall be followed.
- 5.14 Delete the expedited arbitration clause and renumber.
- 7.10 Agree to add "Management shall post a list of all staff changes, (new hires, promotions, **transfers**, and retirements..." to clause.

Article 8- Leave of Absence with Pay

8.1 Bereavement Leave

Employees are entitled to up to 10 days of bereavement leave in the event of a death of an immediate family member's death.

Employees with three (3) consecutive months of continuous employment with the Company will receive pay for the first three (3) days of bereavement leave.

Employees can take bereavement leave in one (1) or two (2) periods starting the day on which the death occurs and ending six (6) weeks after the date of the:

- **funeral**
- **burial, or**
- **memorial service of that immediate family member**

Employees shall be entitled to bereavement leave of five (5) consecutive **paid** working days immediately following the death of their spouse or child.

For bereavement leave purposes only, where major travel or special circumstances are involved, approval may be given by the Company to extend the three (3) day limit to five (5) **paid** days.

Immediate family shall be defined to include:

- a. the employee's spouse or common-law partner;
- b. the employee's mother and father, and the spouse or common-law partner of the mother and father;

- c. the employee's child(ren) and the child(ren) of the spouse or common-law partner;
- d. the employee's grandchild(ren);
- e. the employee's brothers and sisters;
- f. the employee's brothers- and sisters-in-law (including common-law);**
- g. the grandmother and grandfather of the employee;
- h. the mother and father of the spouse or common-law partner of the employee and the spouse or common-law partner of the father and mother; and
- i. any relative of the employee who resides permanently with the employee or with whom the employee permanently resides;
- j. or as otherwise modified in accordance with the Canada Labour Code

8.2 Special Leave - Leave of absence with pay at regular straight time hourly rates up to three (3) consecutive working days shall be granted to an employee who has completed their probationary period, for pressing emergency. Pressing emergency shall only include serious accident or serious illness in the immediate family (see Article 8.1) of an employee.

8.3 Jury Leave - In keeping with the policy that an employee not suffer a loss of pay while serving as a juror, leave with pay of up to five (5) working days shall be granted for jury leave. The remuneration to be received by the employee on any working day the employee reports for or serves on the aforementioned jury shall be the employee's regular rate of pay for the day less jury duty fees received for that day.

8.4 An employee on leave of absence covered by articles **8.1, 8.2, and 8.3** shall continue to accumulate seniority, vacation credits, and other service benefits.

8.5 All other leaves shall be granted in accordance with the Canada Labour Code. Where applicable under the Canada Labour Code, seniority, vacation credits, and other service benefits will continue to accrue. Information regarding these leaves can be found at the Employment Standards website at <https://www.canada.ca/en/services/jobs/workplace/federal-labour-standards/leaves.html>

Article 9 - Leave of Absence Without Pay

9.1 General Leave of Absence - If circumstances permit, the Company may grant leave of absence with or without pay for a reason acceptable to the Company. Any leave of absence shall be applied for in writing and shall specify the reason for requesting the leave. An employee shall not take employment elsewhere during the period of leave of absence. An employee on a paid leave of absence under this Agreement shall continue to accrue Seniority, Vacation Credits and other benefits. An employee on any leave of absence without pay under this Article shall maintain seniority and benefits accumulated prior to taking the unpaid leave of

absence but shall not further accrue seniority and vacation benefits or other service benefits. Employees on LOA subject to Article 9.4 (a) and (b) shall continue to accumulate seniority, vacation and other service benefits.

9.2 Maternity Leave - Female employees shall be entitled to maternity leave in accordance with the Canada Labour Code, **Part III**.

9.3 Parental Leave - Parental Leave shall be granted in accordance with the Canada Labour Code, **Part III**.

9.4 Supplementary Unemployment Benefit (SUB) Plan

An employee, who is in receipt of Employment Insurance (EI) Maternity /Parental benefits pursuant to the *Employment Insurance Act*, shall be paid a Supplemental Unemployment Benefit (SUB) that is equivalent to the difference between the gross weekly EI benefit the employee is eligible to receive and seventy-five (75%) of the employee's regular gross weekly rate of pay. This SUB payment shall commence following completion of the applicable one (1) week EI waiting period. The SUB payment shall continue while the employee is in receipt of the EI maternity/parental benefits for a maximum of four (4) weeks.

To qualify for the Maternity/Parental SUB benefit, an employee must have successfully completed their probationary period. They must also provide the employer with verification that the employee has applied for, and is in receipt of, EI benefits including dollar amount of EI benefit, prior to any SUB payments being paid.

- **The one (1) week waiting period will not be eligible under this SUB program.**
- **The top-up amounts are not considered as earnings and are not deducted from the employees' EI benefits.**
- **when the payment is added to the employee's EI weekly benefits, the combined amount does not exceed the employee's normal weekly earnings from employment— 100% of gross salary**
- **Payment of guaranteed annual remuneration, deferred remuneration, severance pay or any other additional monies will not reduce or increase payments received under this SUB plan.**

The employee must return to work for the employer for a period of at least 6 months after the maternity/ parental SUB has been paid or the employee agrees to reimburse the employer for the SUB benefit immediately upon end of employment.

9.5 Union Leave

- a. **Leave of absence without pay shall be granted to four (4) designated Union representatives for the purpose of collective bargaining.**

- b. Leave of absence without pay shall be granted to one (1) designated Union representative for the purpose of attending Annual and Semi-annual meetings for the Union's Joint Executive Council.

9.6 The Company shall continue the regular wages of employees on authorized Union business when so requested by the Union Central. The Company shall bill the Union for regular work hours paid during which the employee was on Union business approved by the General Secretary or his or her designate.

9.7 All other leaves shall be granted in accordance with the *Canada Labour Code*. Information regarding these leaves can be found at the Employment Standards website at <https://www.canada.ca/en/services/jobs/workplace/federal-labour-standards/leaves.html>

10.2 Amend reference to 'OH&S Act' to read **Canada Labour Code, Part II and Regulations**

Re-title Article 11 to SICK LEAVE

11.1 Sick leave Plan

- a. Employees shall earn and accumulate sick leave credits on the basis of **ten (10) hours** per month of continuous service from commencement of employment. Maximum accumulative sick leave credits shall be **two hundred (200) hours**. Casual, temporary and /or part-time employees will earn and accumulate sick leave credits on a pro-rated basis.

Add new **Article 12 RETIREMENT PLAN** and renumber to follow

Article 13 – Shift and Schedule Change (renamed)

NOTE: "Shift" – refers to the hours worked in a day.

"Schedule" – refers to an arrangement of shifts over a specified calendar period.

- 13.1 An employee whose scheduled **shift is** changed without two (2) days prior notice shall be paid one and one-half times the regular rate of pay for the first full shift following the change. Subsequent shifts worked on the new schedule shall be paid for at straight time.
- 13.2 Provided sufficient advance notice is given and with the approval of the employer, employees may exchange shifts if there is no increase in cost to the employer.
- 13.3 The Company shall consult with the Local Union Executive before implementing any **new schedule or modified schedule**. Such consultations shall begin, where possible, at least four (4) weeks before the intended change is to take place. The Company shall

consider any alternatives put forward by the Union and shall endeavor to reach an agreement acceptable to all.

- 17.4 Amend by removal of all stale dates from Article.
- 17.7 Add new second paragraph: **“Notwithstanding the foregoing, overtime shifts may be arranged for training purposes for specific employees, and specific purposes, regardless of seniority. These shifts will not be used to fill regular open shifts.”**
- 17.13 **(b) A banked stat will not be reflected on pay stub information but will be otherwise recorded internally. Such banked stat will not reduce the overtime threshold for the applicable pay period.**
- 18.4 Night shift premium amended to provide **\$1.75/hour effective April 1, 2023**. Amend by removing all stale dates from Articles.
- 18.5 Weekend shift premium amended to provide **\$1.75/hour effective date of signing the final agreement post-ratification**. Amend by removing all stale dates from Articles.
- 18.6 Dual Ticket Premium**
Maintenance employees will be eligible for an hourly dual ticket premium based on the following schedule and guidelines:
- 1. The employee must possess valid journeyman tickets.**
 - 2. There must be a business need for the dual ticket as determined by management.**
 - 3. The employee agrees to utilize both valid journeyman tickets.**
 - 4. Hourly dual ticket premium will be paid on all regular and overtime hours worked.**
 - 5. The hourly dual ticket premium is \$3.00 per hour.**
- 19.1 Amend to provide 160 hours vacation after **7 years** of service, **as of April 1, 2023**.
- 20 Amend by adding **“National Day For Truth & Reconciliation”** to Article.
- 21 Update of effective dates.
- 22 3-year term agreed. Update of effective dates and wage grid.
- LOU #3 The Company shall provide a safety boot allowance **and a safety eyewear** allowance of 100% of the cost of such approved equipment to a maximum Company payment of \$300 **each** annually... [balance of paragraph remains the same]
- LOU #4 Add to end of letter: **For Reference:**

Appendix A - NEW: Employee Benefit Plans

(Note: replaces old Articles 11.2 – 11.5 and 11.7 – 8)

Effective October 1, 2022 (best efforts subject to timely ratification to allow completion)**

The Company shall maintain a cost-shared employee benefits program including, at minimum, group life insurance, AD&D, extended health and dental benefits. Costs shall be shared between the Employer and eligible employees with adjustments to provide for the most advantageous tax position for employees. The benefit year is October 1 to September 30.

The plan descriptions below are effective as soon as administratively feasible post-ratification of this Agreement. All claims are subject to the insurance carrier's approval and, in certain cases, market-based maximums. If there is a discrepancy between the plan document and the language in this collective agreement, the plan document will be considered correct.

Participation in the program shall be mandatory for all permanent fulltime employees upon successful completion of their probation period unless satisfactory proof of other coverage is provided to the Employer. Employees must meet the eligibility requirements of the plan and are responsible to complete all required enrollment documents and procedures in a timely manner. Specifics regarding coverage will always be pursuant to the Plan documents, which do not form part of this collective agreement. A summary booklet of the current coverages is provided upon enrollment and again when major changes are implemented. Copies are also available upon request by any participating employee from the Employer's Human Resources Manager or designate.

Group Life Insurance: This group term insurance provides a benefit in the amount of two (2) times annual basic salary to a maximum of \$100,000.00. The benefit will reduce to 50% of the above amount when the employee reaches the age of 65. Coverage ends when the employee retires, their employment ends or they reach 71 years, whichever is earlier.

Accidental Death and Dismemberment: Accidental death and dismemberment coverage is equal to the amount of life insurance. The amount paid is a percentage of the AD&D coverage and is based on the loss suffered. The percentages used to determine the payment are found in detail in the plan booklet.

Dental: eligible employees and dependants covered for dental care benefits will receive at minimum:

- Preventative Procedures- 100%
- Basic procedures – 100%
- Major procedures– 50%
- Annual Maximum Benefit for each person- \$2,500
- \$0 deductible

Extended Health: eligible employees and dependents in this plan are provided the following, non-inclusive list, of coverage levels:

- Approved prescription Drugs – 80%
- Paramedical - \$400/year per speciality including audiology exams
- 100% of the costs for specified medical services and equipment
- Out of Province – Emergency – 100%; Referred – 80%
- Hearing aids to maximum \$2500/5 years per person
- \$0 deductible

Vision: eligible employees are provided coverage for eye examinations up to \$200 every two years and coverage for purchase of prescription eyewear up to \$400 every two years.

Best Doctors: Best Doctors offers a variety of services that can help if a person suspects or has been diagnosed with a serious medical condition. Please refer to plan document for specifics on this benefit.

Employee Family Assistance Program: Provides mental health, family & relationships, legal, and financial services for employees and their dependents.

Disability

Short Term Disability: STD coverage provides a benefit to an eligible employee if they become totally disabled with an illness or injury outside of work. Upon submitting an accepted proof of claim, employees are eligible to receive a percentage of weekly earnings up to a maximum as outlined in the plan document. The maximum benefit period is 120 days. STD eligibility ends on the day the employee retires or reaches age 71, whichever is earlier. Premiums are 100% company paid, therefore any benefit received is taxable.

Long Term Disability: LTD coverage provides a benefit to an eligible employee who becomes totally disabled while covered and subject to providing proof of acceptable claim to the carrier. LTD payments begin after an employee has been totally disabled for an uninterrupted period of 120 days or after the last day benefits are payable under STD. Upon submitting an accepted proof of claim, employees are eligible to receive a percentage of monthly earnings up to a maximum as outlined in the plan document. The plan document outlines specifics about the calculations on the benefit payment. LTD eligibility ends on the day the employee reaches 65, less the elimination period of 120 days, the day the employee retires, or as specified in the plan document under *General Information*. Premiums are 100% employee paid, therefore any benefit received is non-taxable.

Optional Life Insurance: Employees may choose to purchase additional life insurance coverage through the plan provider for themselves, spouse, child(ren) per the plan document and subject to minimum demand thresholds. Participants must provide suitable evidence of insurability to the carrier.

Premiums are 100% employee paid, therefore any benefit received is non-taxable.

All of which is tentatively agreed subject to ratification by the parties, such ratification to be conducted and confirmed as soon as reasonably possible, at the City of Yorkton, this 21st day of July, 2022.

For GMCC

For GSU

E&OE
July 21, 2022