

Grain and General Services Union (ILWU Canada)
Bargaining Proposals
To Amend and Renew the Collective Agreements
With
Heartland Livestock Services/Northern Livestock Sales
And
Covering the Heartland Livestock Services and Northern
Livestock Sales Bargaining Units

October 28, 2022



The following agreement renewal bargaining proposals are based on policy direction given by members of GSU and adopted by their duly elected representatives. These bargaining proposals are submitted on a without prejudice basis to the right of the GSU bargaining committee to amend, modify, set aside or introduce new proposals as required or in response.

Article 8 - Benefit Plans

1. GSU proposes that the second paragraph of Article 8 Section 3 - Dental Plan be amended to read as follows:

*“Effective February 1, 2000 the Company agrees to pay 80% of the cost of eligible basic services and 50% of the cost of eligible major restorative and orthodontic services as defined by the GroupSource Plan. Combined maximum of **\$3,000/per year/insured employee/ person** for eligible basic services and eligible major restorative services. Orthodontic services shall have a lifetime maximum of \$3,500 coverage per insured employee/person. The balance of the cost to be borne by the employee.”*

2. GSU proposes that Article 8 Section 4 - Sick Leave and Disability Income Plans - “Plan A”, “Plan B”, “Plan C”, “Integration of of Benefits Plan A, B, and C” be amalgamated to provide clearer language, and to be amended to read as follows:

“Employees who have completed ninety (90) days continuous service with the company shall as a condition of employment be entitled to benefits in accordance with the following sickness and disability plans:

- 1) **Effective August 1, 2003, employees who qualify for benefits shall be eligible for a total of ten (10) sick day credits per calendar year. Accumulation or carry-over from previous years is not permitted.**
- 2) **Employees on payroll as at July 31, 2003 shall retain sick days accrued up to August 1, 2003 under the previous plan (i.e. one and one quarter (1 ¼) days earned per month worked, less sick days used, up to a maximum of 250 days). Employees can use the sick leave credits they have accumulated prior to August 1, 2003 only after they have exhausted their seven (7) sick days per year.**
- 3) **All sick leave usage under this Plan shall be deducted from accumulated sick leave credits.**
- 4) **Sick leave allowance payments for the first day of any sickness may be withheld at the discretion of the company**
- 5) **If an employee is sick for seven (7) consecutive days (paid or unpaid), on the eighth (8) workday they will be eligible for the Short-Term Disability Plan. The STD provides benefits in the amount of of 66 ⅔ percent of regular earnings to a maximum earnings ceiling of the Unemployment Insurance Commission program at the time of disability**
 - (a) **Maximum benefits payable in any one illness shall be sixteen (16) weeks or for one hundred and twelve (112) calendar days.**

6) Employees who have accumulated sick leave credits prior to August 1, 2003, and have exhausted their seven (7) sick days per year entitlement, may use their accumulated sick leave credits to a maximum of one hundred and nineteen (119) calendar days in any one illness at a rate of pay that would apply if the employee were not absent to bridge themselves to the threshold for coverage under the Long-Term Disability Plan

In the event that the employee has exhausted their sick leave credits, they will be covered by the STD Plan.

(c) The premiums for this insurance shall be paid by the company

7) When the period of such illness exceeds one hundred and nineteen (119) calendar days, provisions of the Long-term Disability Plan shall apply from the one hundred and twentieth (120) day of illness.

(a) The employee will be provided a benefit of 60% of gross monthly salary to a maximum of the less of \$15,000 or 100% of net salary

(b) If the employee is on a defined contribution pension plan, the LTD Plan will contribute both employee and employer contributions to the employee's pension at the same rate as if the employee was still at work service.

(c) The right of any claimant to representation by a person(s) appointed by the Union provided the claimant has so indicated their desire in writing.

(d) The premiums for this insurance shall be paid by the employee.

6) (a) Sick leave allowance payments shall not extend beyond normal retirement age.

(b) When sick leave allowance payments have expired, an employee may be granted leave of absence without pay as provided in Article 14.1 - Leave of Absence

7) All recipients of sickness and disability allowance payments must provide on request of the Company medical reports of their condition.

8) An employee on paid sick leave shall only accumulate vacation credits for the first two (2) months of sick leave.

9) Benefits under this shall be reinstated immediately on return of a employee to

work following an illness.

10) Benefits under these Plans shall not apply to any employee receiving compensation under the Workers' Compensation Act.

3. GSU proposes that section Article 8 Section 6 - Vision Care be amended to read as follows:

"The benefit maximum reimbursement shall be \$900 for adults in any twenty-four (24) consecutive months and \$400 for children in any twelve (12) consecutive months."

Article 10 - Boot Allowance and Uniform Policy

4. GSU proposes that Article 10 be amended to provide full-time yard maintenance employees with a Boot Allowance of \$500 per year and for the Boot Allowance to be pro-rated for Seasonal employees.

Article 23 - General Holidays

5. GSU proposed that Article 23 be amended to provide employees with overtime pay for hours worked on general holidays. It will be read as follows:

"If an employee works a general holiday from the list stated above, they shall be entitled to one and half (1 ½) times their normal rate of pay for the period worked in addition to the Statutory Holiday's pay for the general holiday through the first three (3) hour and at two (2) times the normal rate for the fourth (4) and subsequent hours. The Company will provide one (1) month notice to the employee(s) affected and to the Union. Employees on rotating shifts who work on a general holiday which is also their scheduled day of rest shall in addition to the foregoing be assigned an alternative day of rest with pay or receive payment in lieu.

Article 28 - Scales of Wages and Classifications

6. GSU proposes to amend the current collective agreement to provide an across the board general wage increase of 8 percent for all employees and to all current rates of pay set out in Schedule A1 and A2 of the collective agreement effective January 1, 2023 and retroactive to that date and a general wage increase of 5 percent effective January 1, 2024 and January 1, 2025.
7. In addition to the minimum salary increases referenced above, every employee's annual salary increase shall be adjusted by 0.50% for each 0.50% that the All Canada Consumer Price Index rises above 5.00% from the preceding January.

Article 29 - Effective Date and Duration of Agreement

8. GSU proposed to amend Article 29 to provide that the Collective Agreement shall be effective from January 1, 2023 to October 31, 2025 and to read as follows:

“This Agreement shall be effective from the 1st day of January, 2023 and shall be valid until the, 31st day of October, 2025 and thereafter from year to year unless a written notice is given by either party within the period of four 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. The amendments to the Collective Agreement, unless otherwise agreed, are effective upon the date of ratification by the parties”

9. GSU proposed that a new Article be added to the Collective Agreement. This Article will read as follows:

“Article 21 - Travel Rate

When an employee covered by this Agreement is required by the Company to use the employee's personal vehicle to drive between company facilities and in the performance of their duties, the employee shall be reimbursed for mileage at the rate of 61 ¢ per kilometer. “

10. GSU proposes that the below items be discussed:

- i) Office equipment replaced regularly and/or when needed.
- ii) Creating a respectful workplace environment
- iii) Summer regular working hours.
- iv) Bargaining Unit members and non-members
- v) Hazard Pay following COVID-19 Pandemic
- vi) Head Office plans

