



Introduction

LOCAL 1 & 2 (VITERRA) BARGAINING | FINAL OFFER REPORT | NOV. 2023

November 24, 2023

Following discussions with Viterra Management that began in late 2022, on November 16, 2023 Viterra presented its final offer during conciliation. It's important to note that your bargaining committee was not involved in shaping this offer; it is entirely generated by the company.

Is a **final offer really the final offer?**

The term **final offer** has been used during collective bargaining for years as a sign that the party who is making the offer is at the end of the road and this is it. That said, final offers have also been used as a bargaining tactic. In fact, a number of years ago Viterra presented a *Last Best Final Offer* after presenting an earlier final offer. So, while a final offer can be just that, even if one side says it's their last offer, it's not legally binding as a final offer and another offer can be made if they chose to do so.

We are providing this summary of the company's Nov. 16 final offer and also providing a side-by-side comparison of the company's final offer to our last offer to the company on Aug. 31, 2023. You will receive a copy of the company's final offer so you can read through it yourself as it was presented to the union's bargaining committees.

Your elected Local 1 Board of Delegates or Local 2 Executive Committee have reviewed the final offer and this summary and have authorized distributing it to all members to review as they prepare to vote on the final offer.

Each member of the Local 1 and 2 bargaining units is entitled to vote on the company's final offer by casting a ballot at a sanctioned GSU meeting.

- **Proxy voting** (having someone vote for you) will not be permitted.
- **Absentee voting** will be permitted provided the member wishing to cast an absentee ballot makes prior arrangements with the GSU office in Regina no less than seven days before the voting closes.

GSU is arranging membership meetings and votes with each Sub-Local. They may be held on-site or off-site. Members will be informed of the date and time of their meeting.

Once the voting is complete, the ballots cast will be counted. The results will be reported to GSU members and then Viterra.

Don't make your decision on the final offer based on fear, or misinformation. Read the summary and final offer, talk to your fellow members and consider whether this offer is enough. The goal of collective bargaining has always been to negotiate a renewed collective agreement that addresses the issues faced by the members. If you need more and want changes to your collective agreement, tell us. This is the time to make them.

On Behalf of your Bargaining Committee,



Steve Torgerson
GSU Local 1 & 2 Chief Bargaining Spokesperson & GSU General Secretary

BARGAINING COMMITTEE MEMBERS

Local 1 - Shannon Antonenko (Lloydminster), Dave Barrett (Gull Lake), Travis Brewer (Saskatoon), Jim Brown (Balgonie), Broc Goodwin (Moose Jaw), Wilfred Harris (Carnduff) and Dale Lysitza (Lloydminster); **Local 2** – Kaylee Kruger (Regina), Sheila Tran (Regina) and Howard Wilson (Regina); **GSU Staff** – Mason Van Luven (Staff Representative) and Steve Torgerson (General Secretary)

LOCAL 1 & 2 BARGAINING

GSU/Viterra Country Operations & Maintenance and Regina Head Office Collective Agreements

Final Offer & Summary Comparison

A NOTE FROM GSU:

A copy of the company's final offer is attached to this report.

Members will also be able to read and download this report and the Company's final offer on the GSU website under the bargaining tab.

If an Article or section of an Article of the collective agreement is not mentioned in this report, it means there will not be any change to that Article or section of the collective agreement.

Cover Page and Article 1 - Scope and Definition

Cover Page and Article 1 – Scope and Definition of the collective agreement would be changed to reflect Viterra's new corporate name (Viterra Canada Inc.) and update definitions to match the compensation system.

Article 6 – Grievances

Would be changed to allow employees to have a union representative with them during investigation meetings (rather than only at meetings related to discipline).

Article 8 – Benefit Plans

Would be amended by updating the sick leave procedure in Section 8.2 Sick Leave to:

- include Appendix A (which outlines how members access sick leave),
- include verbiage regarding paid medical leave in the Canada Labour Code, and
- expand sick leave usage to include regular doctors appointments and others.

Section 8.3 Extended Sick Leave would be amended to include a reference to Appendix A.

Article 10 – Health & Safety

Would be amended to:

- increase the value of the boot allowance to \$225 annually, and
- allow for the \$225 to be in the form of a boot voucher or be reimbursed for an approved purchase of boots.

Section 10.2 will change to include language recognizing the health impacts of fatigue, limited rest periods, and irregular work shifts. This is not an expansion of rights; rather, more of a symbolic acknowledgement of the effects.

Article 12 – Seniority

Would be amended to clarify what happens if an employee fails to report for three consecutive shifts.

Article 13 – Leaves of Absence

Would be amended as follows;

- 13.1 General Leave of Absence and 13.2 Maternity/Adoption/Parental Leave would be changed to include the requirement to allow sick leave accrual required by the Canada Labour Code.
- 13.3 Pressing Necessity Leave would change so that it is not drawn from sick leave credits.
- 13.4 Bereavement Leave would change by expanding on the number of days and other provisions provided by the Canada Labour Code.

- 13.9 Personal Family Leave would change allowing it to be used by new employees, removing the usage of this leave for illness or injury, and acknowledging weather-related road closures as a criteria for access to this leave.

Article 18 – Hours of Work and Overtime

Would be amended in section 18.4 to allow Assistant Manager to be eligible for double overtime.

A further change to section 18.6 was changed so if employees have their weekly-scheduled hours changed - and are shorted on regular hours at the end of the week - the company will cover those short hours.

Article 21 – Vacation

Would be amended to reduce the years of service to earn four weeks of vacation down to six years and five weeks of vacation after fourteen years of service.

Additionally, the accrual of vacation will begin immediately following an employee's anniversary date.

Article 22 – General Holidays

Would be amended by adding National Day for Truth and Reconciliation as a General Holiday.

Article 25 – Scale of Wages/Salaries, Job Titles, Work Streams, Salary Grades and Salary Ranges

Would be amended to remove the concept of work streams.

Article 27 - Effective Date and Duration of Agreement

Article 27 – Effective Date and Duration of Agreement of the collective agreement would be from November 1, 2022 to October 31, 2026; a term of four (4) years.

Schedule A

Would be changed to continue with the current pay structure and on January 1, 2024, a new pay structure would come into effective.

Facility Sales and Admin position will move to Grade 2 on January 1, 2024. And any Facility Sales and Admin employees who after their 2023 wage increases fall below the Grade 2 minimum will have their salary raised to this minimum.

The new January 1, 2024, pay structure has separate Grain Marketing salary ranges.

A temporary 10% 'premium' will raise the Trades/Professional minimums and maximums of their salary ranges.

Wage increases for 2023 will be retroactive to January 1, 2023, for all active employees at the date of ratification.

Effective January 1, 2024, the salary range minimum and maximums will increase 2.5% above the current salary range minimum and maximums.

Annual salary increases will be aggregate but any employee eligible for a salary increase who has a performance review rating of 'solid' or 2.5 or higher is guaranteed a minimum increase. The percentage increases and minimum increases for 'solid' performance are as follows.

| <i>Date</i> | <i>Aggregate Salary Increase</i> | <i>Minimum Increase for employees with a 'solid' performance.</i> |
|-------------------------------|---|--|
| <i>January 1, 2023</i> | 4.25% | 2.15% |
| <i>January 1, 2024</i> | 3.25% | 1.65% |
| <i>January 1, 2025</i> | 2.5% | 1.25% |
| <i>January 1, 2026</i> | 2.5% | 1.25% |

The company will have to notify the union of any annual increases to the minimum or maximum of any range.

Schedule B

Would be changed to include all the terms of the collective agreement that apply to casual and temporary employees.

Railway Weekend Booking Pay Letter of Understanding

Would be added to the collective agreement that changes the current booking pay entitlement only if the scheduled train fails to arrive the day it was to arrive (scheduled to arrive Saturday but fails and arrives on Sunday instead).

Appendix A

Would be added to the collective agreement to clearly outline the requirements and eligibility of employees to use their earned sick leave and extended sick leave benefits.



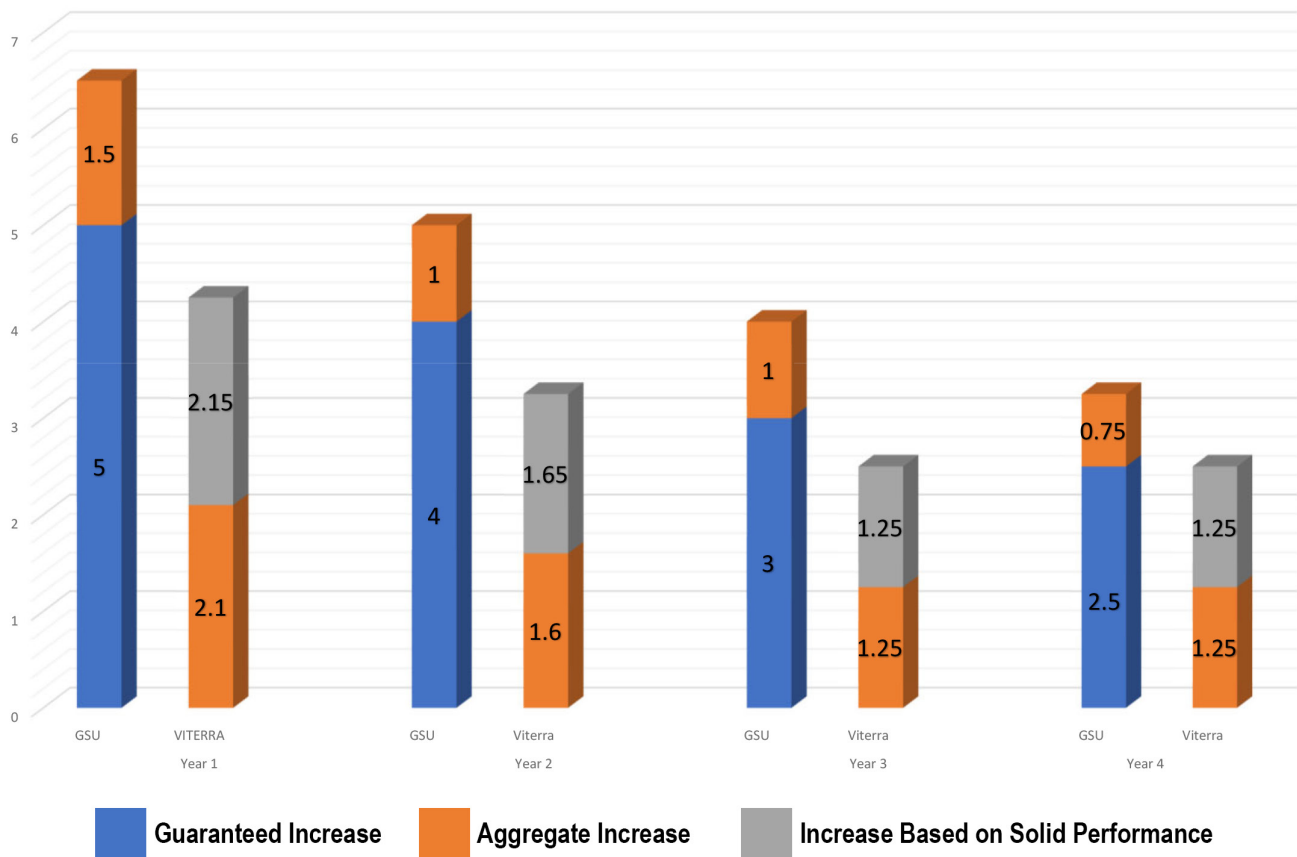
This summary is not fully inclusive of all the changes proposed in the final offer; it is only a high-level summary of the proposed changes. All members are encouraged to read the final offer, ask questions, talk to each other and come to their Sub-Local meetings for a full report, discussion and vote.

Side-by-Side Comparison

| Article | Company's – November 16, 2023, Final Offer | GSU Local 1 & 2 Proposals - August, 11, 2023 |
|--|--|--|
| Cover Page and Article 1 – Scope and Definition | Same | Same |
| Article 6 – Grievances | Same | Same |
| Article 8 – Benefit Plans | Same | Same |
| Article 10 – Health & Safety | Same | Same |
| Article 12 – Seniority | Same | Same |
| Article 13 – Leaves of Absence | Same | Same |
| Article 18 – Hours of Work and Overtime | Same | Same, except includes earned days off for Regina Head Office members that they lost in 2008. |
| Article 21 – Vacation | Same | Same |
| Article 22 – General Holidays | Same | Same |
| Article 25 – Scale of Wages/Salaries, Job Titles, Work Streams Salary Grades and Salary Ranges | Same | Same |
| Article 27 – Effective Date and Duration of Agreement | Same | Same |
| Schedule B | Same | Same |

| | | |
|---|---|---|
| Railway Weekend Booking Pay Letter of Understanding | <ul style="list-style-type: none"> • Get Weekend Booking pay only if train is cancelled or delayed until the following day. • If delayed from 7:00 am to 7:00 pm there is no booking pay. | <ul style="list-style-type: none"> • Get Weekend Booking pay is paid if the train is cancelled or delayed beyond spot time. • If delayed 1 to 3 hours you get 1 to 3 hours booking pay, • If delayed 4 hours or more you get the full booking pay. |
| Working from Home Letter of Understanding | Nothing | Sets forward a straight-forward process for members to request to work from home. |
| Appendix A | Same | Same |

Schedule A



The company is offering 12% over four years, as above. The union is asking for 18.75% over four years.

Analysis of the Company's Final Offer

Members clearly identified their key targets for agreement renewal bargaining, and since the beginning of negotiations in November 2022, your GSU bargaining committees have been working hard to make headway on the priorities you have identified and improve your collective agreement. We have been in regular communication and actively engaging with union members throughout this process to keep us on course.

Accordingly, the GSU's bargaining committees are fighting to make changes to the so-called 'pay for performance' salary system, more balance between home and work, improvements to health and safety, and respect in the workplace.

Based on the direction we have received from Local 1 and 2 members, this final offer does not achieve what members have been fighting for.



It has improvements, but it is lacking in:

- serious improvements to pay,
- earned days off,
- working from home, and
- weekend booking pay.

For these reasons, your bargaining committee is recommending members reject the company's final offer.

- **The final offer does not provide the guaranteed salary increases members are demanding, if provides a small increase for employees who have a solid performance rating, but not enough.**

The percentage salary increases, especially in the first year, are not as big as members were asking for, and you know the effects that inflation and cost of living are having on yourself. We are fighting for real wage increases that not only cover the rising cost of goods but also provided an increase that recognizes employees with long service deserve respect. The company didn't agree with our arguments, they likes the pay system as it is, and they did not seem concerned with members loss of buying power.

- **The final offer doesn't include significant improvements when it comes to enhancing work-family balance.**

Some **improvements in available leaves and vacations** are included, but the **weakening of the Weekend Railway Booking pay for Local 1 members** is a significant step backward. The purpose of booking pay is to motivate members to work weekends loading cars. Currently, we're uncertain about how the booking pay achieves that goal.

What is missing for Local 2 members is any recognition of - or ability to - work from home or have earned days off (EDOs) return to the Local 2 collective agreement. While some consider Earned Days Off (EDOs) outdated, they function similarly to banking overtime by extending work hours and use that accrued time for future days off. It appears that the company is not inclined to embrace a workplace policies that their employees are saying would increase their job satisfaction, or aim to attract and retain employees.

- **Some gains can be found in the final offer regarding health and safety and sick leave.**

Recognition of the effects that irregular shifts, limited rest periods, and fatigue have on employees has been added, and **expanded use for earned sick leave to attend regular doctors' appointments** and treatment. Additionally, an **increase in your boot allowance**. **What isn't included is any real acknowledgment or action against working irregular shifts or excessive standby.**

- **We knew that tackling respect in the workplace was not something that can be easily incorporated into collective agreement language.**

The bargaining committee spent considerable time at the table with Viterro sharing stories about the lack of respect for what employees are dealing with:

- loss of purchasing power,
- turning to a second job to make ends meet,
- missing family events and children's sports to load an unexpected train,
- taking on more workload with no recognition, and
- losing that second job because you have no consistent schedule with Viterro.

Though everyone's experience is different, we showed that we all stand together, work together, and would not be divided.

All improvements to a collective agreement are because workers demand respect, show their strength, and make their employer acknowledge their issues and do something about them.

Local 1 and 2 members have stood up for themselves and the employees of tomorrow who deserve not just the same standards of employment we enjoy, but better.

As noted above, your bargaining committees are recommending you vote to reject this final offer.

We heard from you all last Fall, this past May and throughout negotiations and we are not conceding on what members want.

We are at a point in negotiations where members need to decide on the path forward:

- accept this final offer and end negotiations with these few changes to your collective agreement, OR
- reject the final offer, and tell the company that it isn't good enough and to get back to the bargaining table and do better for their employees.

It is your bargaining committee's sincere belief that the members of Locals 1 and 2 are best positioned to determine whether the final offer is sufficient to form the basis of new collective agreements. You all are aware of how bargaining has progressed, what issues you and your co-workers have, and what you want to achieve with these negotiations. Now you get to vote and decide.

On behalf of the GSU Local 1 and 2 Bargaining Committee,

A handwritten signature in black ink, appearing to read 'Steve Torgerson', with a long horizontal flourish extending to the right.

Steve Torgerson
General Secretary
Grain and General Services Union