

**FINAL OFFER – April 2, 2019**

**COLLECTIVE BARGAINING AGREEMENT**

**VITERRA INC.  
(hereinafter referred to as the “Company”)**

**To:**

**GRAIN AND GENERAL SERVICES UNION (ILWU • Canada)  
(hereinafter referred to as the “Union”)**

**Covering:**

**GSU Local 1 (Viterra – Operations and Maintenance)**

**As set out in the Certification Order of the Canada Industrial Relations Board  
(Board Order No. # 9959-U) dated April 6, 2011**

**and**

**GSU Local 2 (Viterra - Regina Office)**

**As set out in the Certification Order of the Canada Industrial Relations Board  
(Board Order No. # 9956-U) dated April 6, 2011**

**Presented April 2, 2019**

**This Final Offer references only those articles where revisions are made. Viterra’s Final Offer consists of all current articles in the Country Operations and Maintenance and Regina Office collective bargaining agreements and the changes set out in this document.**

***Except where otherwise indicated, language applies to both Country Operations and Maintenance and Regina Office bargaining units.***

***Legend:***

***Additions appear in blue underlined font***

***Deletions appear in red strikethrough font.***

**Article 1 – Scope & Definition**

\*The following paragraph applies to the Country Operations and Maintenance bargaining unit only

Viterra Inc. (hereinafter referred to as the “Company”) recognizes the Grain and General Services Union (ILWU • Canada) (hereinafter referred to as the “Union”) for the duration of this Agreement as the sole collective bargaining agent for purposes of collective bargaining in respect of wages/salaries and other conditions of employment on behalf of employees of the Company in the Company’s Country Operations and Maintenance unit as set out in the Certification Order of the Canada Industrial Relations Board dated April 6, 2011 (which is Board Order No. # 9959-U), and as this Order may be amended from time to time.

\*The following paragraph applies to the Regina Office bargaining unit only

Viterra Inc. (hereinafter referred to as the “Company”) recognizes the Grain and General Services Union (ILWU • Canada) (hereinafter referred to as the “Union”) for the duration of this Agreement as the sole collective bargaining agent for purposes of collective bargaining in respect of wages/salaries and other conditions of employment on behalf of employees of the Company in the Company’s Regina Office as set out in the Certification Order of the Canada Industrial Relations Board dated April 6, 2011 (which is Board Order No. # 9956-U) and as this Order may be amended from time to time.

\*The remainder of this article applies to both bargaining units

**DEFINITIONS:**

- 1.1 Regular Full-Time employee - Regular full-time employee shall mean an employee employed to meet ongoing operational requirements on a year-round basis and is scheduled to work the full-time hours contained in Article 18. Regular full-time employees who are laid off shall retain their regular full-time status with the Company while on layoff.
- 1.2 Regular Part-Time employee - Regular part-time employee shall mean an employee hired to work on a partial day or partial week basis generally consisting of fewer hours than defined in the Regular or Modified Work Schedule in Article 18.

## Final Offer presented by Viterra - April 2, 2019

- 1.3 Temporary employee - Temporary employee shall mean an employee employed to meet seasonal or temporary operating needs. The only provisions of this Agreement applying to the employment of temporary employees are contained in Schedule B.
- 1.4 Casual employee - Casual employee shall mean an individual who is hired on a job contract or on an hourly basis for unscheduled or irregular work. The only provisions of this Agreement applying to the employment of casual employees are contained in Schedule B.
- 1.5 Seniority - Seniority commences at date of hire with the Company and is only interrupted in accordance with Article 12.14. In the event of a common seniority date occurring in any competition, the tie will be broken based on years of experience with relevant agricultural companies. In the event that the tie is not broken by applying the foregoing, the tie will be broken based on the reverse alphabet of the last name. A Board of Arbitration referred to in Article 7 hereof or such other appropriate authority shall have the power to reinstate service forfeited due to termination of employment.

For purposes of calculating seniority, the "Company" includes all service earned with any predecessor company acquired or incorporated into Viterra Inc.

- 1.6 Promotion - shall mean the movement of an employee from a position to a position with a higher salary range.
- 1.7 Demotion - shall mean the movement of an employee from a position to a position with a lower salary range.
- 1.8 Transfer - shall mean the movement of an employee from a position to another position with an identical salary range.
- 1.9 Salary Grade - shall mean the level into which positions of the same or similar value are grouped for compensation purposes.
- 1.10 Salary Range - shall mean the range of salaries established to pay employees performing a particular position. Each salary range has a minimum, job rate range, ~~mid-point or market rate~~, and maximum wage/salary.

1.11 Job Rate Range – represents the competitive market value based on the best representation of base pay in the market in which we operate.

1.12 Work Stream - refers to a group of jobs with the same nature of work (e.g., administrative, operations) but requiring different levels of skill, effort, responsibility or working conditions.

#### **Article 4 – Company Relations**

4.1 It is understood and agreed, inasmuch as the Company recognizes the Union as the employees' bargaining agency, as evidence of good faith, the Union assumes responsibility for its members in their relations with the Company and will use its best efforts to have the employees' responsibility under the contract carried out in letter and spirit and to have its members deliver a fair day's work as called for by the position involved and the reasonable orders of the Company.

**\*The following paragraph applies to the Country Operations and Maintenance bargaining unit only**

4.2 The Company shall provide bulletin boards in their facilities for official and legitimate union use.

**\*The following paragraph applies to the Regina Office bargaining unit only**

4.2 The Company shall provide bulletin boards in the Regina office for official and legitimate union use.

**\*The remainder of this article applies to both bargaining units**

4.3 The Company shall provide all employees with access to copies of appraisals and evaluations. Further, employees shall be given access to their personnel file, upon request, and/or give a union representative permission to access their file.

4.4 The Company will not discriminate in its hiring and employment practices against persons by reason of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, physical or mental disability, conviction for which a pardon has been granted, ~~age, race, creed, sex, religion, nationality, ancestry or place of origin,~~ political affiliation, and union activity, ~~marital status, sexual orientation or physical disability.~~

4.5 The Union will not discriminate in its practices against persons by reason of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics,

physical or mental disability and conviction for which a pardon has been granted,  
~~age, race, creed, sex, religion, nationality, ancestry or place of origin, political~~  
affiliation and, union activity, ~~marital status, sexual orientation or physical~~  
~~disability.~~

- 4.6 The Company and the Union are committed to the creation of a workplace free of discrimination and the promotion of equality of opportunity for all employees. As such, the parties agree to work together to identify and remove barriers to the full participation of members of the four designated groups as defined by the Employment Equity Act: women, people with disabilities, Aboriginal peoples, and visible minorities.

### **Article 8 – Benefit Plans**

- 8.1 All eligible employees who have completed ninety (90) days service with the Company shall be entitled to participate in the Company's benefit plans and shall be enrolled on the first of the month following the completion of the ninety (90) day service period.

The Company shall give the Union sixty (60) days calendar notice of any change to the insurers or rearrangement of the benefit plans coverage and shall consult the Union prior to implementing any changes to the benefit plans.

#### **8.2 Sick Leave**

In the case of sickness or disability, all employees shall be entitled to benefits as follows:

- a) Employees shall earn and accumulate sick leave credits on the basis of one and one-quarter (1¼) days per month of continuous service from commencement of employment. Maximum accumulative sick leave credits shall be two hundred and fifty (250) working days.
- b) Employees who are entitled to payment of wages/salaries during sick leave shall be paid at the rate of pay that would apply if the employee were not absent on sick leave to the limit of his/her accumulated sick leave credits and to a maximum of one hundred and nineteen (119) calendar days in any one illness.
- c) All sick leave usage under this Plan shall be deducted from accumulated sick leave credits.

## Final Offer presented by Viterra - April 2, 2019

- d) When sick leave allowance payments have expired, an employee may be granted leave of absence without pay as provided for in Article 13.
- e) Sick leave allowance payments for the first day of any sickness may be withheld at the discretion of the Company.
- f) All recipients of sickness and disability allowance payments must provide on request of the Company or its designate, medical reports of their condition.
- g) An employee on sick leave shall only accumulate vacation credits for the first two (2) months of sick leave.
- h) Sickness and disability allowance payments under this Plan will not apply to any employees receiving compensation under The Workers' Compensation Act, 2013.

### 8.3 Extended Sick Leave

- a) Employees shall be eligible for extended sick leave benefits so as to provide benefits in the amount of 66 $\frac{2}{3}$ % of his/her regular earnings, for: to a maximum earnings ceiling of the Employment Insurance Act at the time of disability, for (a) the period of absence due to sickness in excess of a two week waiting period in any one illness, or (b) where sick leave credits in Article 8.2 exceed two (2) weeks, benefits from this plan shall commence at the expiration of sick leave credits in Article 8.2.
  - (i) the period of absence due to sickness in excess of a one (1) week waiting period in any one illness; or
  - (ii) the period of absence following the expiration of the employee's sick leave credits in Article 8.2, in circumstances where the use of sick leave credits in Article 8.2 exceeds one (1) week.
- b) Maximum benefit payable in any one illness shall be for ~~fifteen (15)~~ sixteen (16) weeks or for one hundred and ~~twelve (112)~~ five (105) calendar days.

## Final Offer presented by Viterra - April 2, 2019

- c) Benefits under this plan shall be reinstated immediately on return of an employee to work following an illness.
- ~~d) Benefits under this plan shall not extend beyond normal retirement age.~~
- ed) The regular rate of pay, which an employee is receiving at time of illness, shall be used in determining benefits under this Plan.
- fe) All recipients of benefits under this Plan must provide, on request of the Company or its designate, medical reports on their condition.
- gf) An employee on sick and/or extended sick leave shall only accumulate vacation credits for the first two (2) months of sick leave.
- hg) Benefits under this Plan shall not apply to any employee receiving compensation under *The Workers' Compensation Act*, ~~2013~~.

### **Article 11 – Workers' Compensation**

- 11.1 In all cases of temporary total disability, as defined by the Worker's Compensation Board in its administration of *The Workers' Compensation Act, 2013*, sustained by an employee as a result of an occupational injury covered by the Act, the Company agrees to continue to pay the employee an amount equal to his/her net earnings (after income tax) prior to injury during the period of such disability and salary increases in accordance with Schedule A whilst he/she is receiving full compensation from the Workers' Compensation Board and retain the compensation received from the Board.
- ~~11.2 In the event the Workers' Compensation Board reduces compensation payments below one hundred percent (100%), salary payments will be adjusted to the percentage of compensation as determined by the Board.~~
- 11.~~3~~2 An employee on Workers' Compensation shall only accumulate vacation credits for the first two (2) months.
- 11.~~4~~3 The Company and the Union agree it is in the best interests of employees to return to work as soon as reasonably possible following compensable illness

## Final Offer presented by Viterra - April 2, 2019

or injury. Employees will be offered and are expected to participate in a return to work plan when appropriate to do so. The return to work plan will be designed in conjunction with the employee, the ~~supervisor~~manager, the employee's physician and a union representative if requested by the employee. ~~the employee's union representative.~~ The employee will continue to receive benefits of the Article during the return to work plan.

~~11.5—An employee's participation in a return to work plan will not result in the layoff of other Company employees.~~

### **Article 13 – Leaves of Absence**

#### 13.1 General Leave of Absence

- a) Leave of absence without pay may be granted to employees for valid reasons as set out by Company policy.
- b) An employee on general leave of absence shall not accumulate sick leave credits, or earn vacation but shall retain the seniority, sick leave credits, and vacation credits earned prior to commencing leave of absence.
- c) Employees do not have the option of continuing their benefit coverage during the leave.
- d) Employees on leave of absence shall be required to apply for any extension.

#### 13.2 Maternity/Adoption/Parental Leave

- a) In accordance with the Canada Labour Code an employee shall be granted maternity, adoption, and/or parental leave of absence without pay.
- b) Employees on maternity, adoption, and/or parental leave shall only accumulate vacation credits for the first two (2) months of the leave.
- c) Employees on maternity, adoption and/or parental leave shall only accumulate sick leave credits for the first two (2) months of the leave.



## Final Offer presented by Viterra - April 2, 2019

- d) Employees on Maternity/Adoption/Parental Leave shall be entitled to participate in Viterra's Maternity/Adoption/Parental Leave – Top Up Plan. The Company shall give the Union sixty (60) days notice of any changes to the Top Up Plan and shall consult the Union prior to implementing any changes.

### 13.3 Pressing Necessity Leave

Leave of absence with pay chargeable to an employee's sick leave credits shall be granted for the purpose of attending to an emergent situation which is unforeseen and requires their immediate attention, for any circumstances not covered by Personal Family Leave in Article 13.9. ~~This shall include emergent and unforeseen situations which require the employee to attend to their spouse, child or parent.~~ Pressing necessity leave is to be utilized for a maximum of one (1) day per occurrence. Further time off by the employee to attend to the situation is considered at their discretion and will be taken as vacation, time in lieu, General Leave of Absence, or any applicable leave as directed by policy.

### 13.4 Bereavement Leave

Leave of absence with pay up to three (3) days shall be granted to employees for the purpose of arranging or attending the funeral of members of his/her immediate family. Where major travel or special circumstances are involved, approval may be given to extend the three day limit to five (5) days. Immediate family shall be defined to include only the employee's mother, father, mother-in-law, father-in-law, spouse (including common-law relationships), daughter, son, sister, brother, sister-in-law, brother-in-law, daughter-in-law, son-in-law, aunt, uncle, grandmother, grandfather, grandchild, and spouse's grandparents, or equivalent relationship.

### 13.5 Serious Illness Leave

In the event an employee's presence is required to attend to a spouse's, parent's, or child's serious illness, injury or physical or mental condition that requires medical care, leave of absence with pay up to three (3) days will be granted. Eligible time includes time to be with the family member while they are undergoing medical treatment in a medical facility and/or time to attend to the family member at home after such treatment. Where major travel or special circumstances are involved, approval may be given to extend the three (3) day

## Final Offer presented by Viterra - April 2, 2019

limit to five (5) days. Use will be monitored and may be withheld at the discretion of the Company if excessive.

### 13.6 Jury Leave

In keeping with the policy that an employee not suffer a loss of pay while serving as a juror, the remuneration to be received by the employee on any working day the employee reports for or serves on jury duty shall be regular rate of pay for the day less jury duty fees receivable for that day.

### 13.7 Union Leave

- a) The Company shall provide leave of absence with pay for three (3) bargaining unit employees to a maximum of eight (8) days each for attending negotiations.
- b) Subject to operational requirements, additional leave shall be granted as requested by the Union. No employee shall experience any loss or interruption in pay, benefits, service or seniority while on such a leave. The Company shall bill the Union for the cost of such additional leave within thirty (30) calendar days of its occurrence.
- c) Subject to operational requirements, leaves of absence shall also be granted to elected officers and delegates to attend to the business of the Union. No elected officer or delegate shall suffer any loss or interruption of pay, benefits, service or seniority while on such a leave. The Company shall bill the Union for the cost of such additional leave within thirty (30) calendar days of its occurrence.
- d) No employee representative appointed or elected by the Union's members for the purpose of attending grievance or disciplinary meetings or other meetings provided for under this agreement shall suffer any loss or interruption of pay, benefits, service or seniority while attending such meetings.

## Final Offer presented by Viterra - April 2, 2019

### 13.8 Military Leave

Employees who have completed six (6) consecutive months of continuous service with the Company shall be entitled to a leave of absence without pay and without benefits for up to three (3) weeks per year for the purpose of serving as a member of her Majesty's Canadian Armed Forces. Leaves beyond three (3) weeks in any year may be granted at the discretion of the Company. Upon return from Military Leave, the employee shall be placed in the same or similar position with the same rate of pay as they occupied prior to the leave. Employees do not have the option of continuing their benefit coverage during the leave.

### 13.9 Personal Family Leave

a) Employees shall be allowed to take up to five (5) days of Personal Family Leave, and provided that the employee has at least 3 months of continuous service, the first three (3) days of leave that is used shall be with pay and will be applied against the employee's accrued sick leave credits.

b) This leave shall be used only for the purposes of treatment of an employee illness/injury, carrying out responsibilities related to the health, care or education of a family member, or addressing any urgent matter concerning themselves or their family members.

c) If requested by the Company, the employee shall provide documentation to support the reasons for the leave, provided it is reasonably practicable for the employee to obtain and provide that documentation.

## **ARTICLE 14 - SUPPLEMENTAL Employment Benefit (SEB)**

14.1 During the term of the Collective Agreement, employees who are laid off work shall receive a Supplemental Employment Benefit allowance from the Company, which together with Employment Insurance benefits shall equal seventy-five percent (75%) of the employee's normal weekly earnings, less overtime and other premium payments.

The terms governing payment of the SEB shall conform to the requirements of the Canada Employment Insurance Commission (C.E.I.C.) and shall include the following provisions:

## Final Offer presented by Viterro - April 2, 2019

- a) An employee ~~must have~~ who has completed ~~one year a minimum of five-hundred and twenty (520) working days~~ of service with the Company at date of layoff ~~in order to~~ will qualify for SEB benefits. ~~Eligibility is as follows:~~

<del>Working days with the Company</del>	<del>Eligible weeks of SEB</del>
<del>Less than 520</del>	<del>0 weeks</del>
<del>520-779</del>	<del>13 weeks</del>
<del>780-1039</del>	<del>20 weeks</del>
<del>1040 or more</del>	<del>26 weeks</del>

- b) SEB benefits will be payable only to those employees on layoff who are eligible for and where applicable, have received Employment Insurance benefits in each week of layoff. A week of layoff shall mean a period of seven (7) consecutive days commencing on and including Sunday.
- c) An employee must apply to the Company and provide the necessary proof of eligibility for SEB in a manner acceptable to the Company.
- d) An employee shall not be entitled to SEB after:
- i) He/she has refused a call back to work in accordance with the provisions of the Collective Agreement; or
  - ii) He/she is receiving sickness and accident indemnity payments under the Company plan, Workers' Compensation or severance pay in any week of layoff.
- e) The benefit level paid under this plan is set at seventy-five percent (75%) of the employee's normal weekly earnings. It is understood that in any one week the total amount of SEB, Employment insurance gross benefits and any other earnings received by the employee will not exceed ninety-five percent (95%) of the employee's normal weekly earnings.
- f) No employee shall be paid SEB for more than twenty-six (26) weeks in a fifty-two (52) week period.
- g) The payment of benefits to employees on layoff will be made by the Company on a "pay-as-you-go" basis separate from the regular payroll.

## Final Offer presented by Viterra - April 2, 2019

- h) Employees who are laid off shall have the right to defer receipt of vacation pay until a time subsequent to recall to work. This does not imply they have right to take vacation time after they return to work.
- i) Service Canada will be advised in writing of any change to the plan within thirty (30) days of the effective date of the change. Payments of guaranteed annual remuneration, deferred remuneration, or severance pay will not be reduced or increased by payments received under the SEB plan.

### **Article 17 – Temporary Performance of Higher Duty (TPHD)**

- 17.1 An employee assigned to temporarily relieve in a ~~higher paid~~ position with a higher salary grade shall be paid as if he/she had been promoted to same. The employee must be required to perform the majority of the duties of the higher position.
- 17.2 There shall be a three (3) consecutive day waiting period for each occurrence. When an employee has worked three (3) or more consecutive days in the higher paid position they shall be paid at the higher rate for all time worked in the position.
- 17.3 After ninety (90) days of relief assignment, if the position is still vacant or the incumbent has not returned, it shall be posted as a temporary position unless otherwise agreed to by the Company and the Union. Selection shall be subject to Article 12 - Seniority.
- 17.4 Experience obtained by an employee during temporary performance of higher duty shall not qualify the employee for promotion to a vacancy unless the temporary vacancy has been posted.

### **Article 19 – Shift Differential, Call Out and Standby Pay **check if 19 same in both****

#### 19.1 Shift Differential

A shift differential of one dollar and ~~fifty~~ seventy-five cents (~~\$1.50~~1.75) per hour shall be paid on all hours worked between 1800 hours and 0600 hours.

## Final Offer presented by Viterra - April 2, 2019

### 19.2 Weekend Differential

A weekend differential of one dollar and ~~twenty~~seventy-five cents (~~\$1.25~~1.75) per hour shall be paid on all hours worked between 00:01 on Saturday to 24:00 on Sunday.

### 19.3 Call-Out Guarantee

A minimum of four (4) hours pay will be paid to an employee who is called out for duty by management after the employee has left the Company premises. The Company and the employee may agree to a lesser amount for less than four (4) hours worked.

### 19.4 Standby Pay

Standby duty shall mean any period of not more than eight (8) hours during which time an employee is not on regular duty but has been assigned standby duty and must be available to respond to any request to return to duty. This shall include, but not be limited to, those employees scheduled to be on call by their manager or supervisor and assigned to carry a pager, cellular phone, or laptop computer as a result of the standby duty assignment.

Employees who are assigned to standby shall be paid a standby premium calculated at the rate of one and one half (1.5) hours of regular pay for each period of assigned standby. With the agreement of the Company, employees may bank standby pay in a time-in-lieu bank as one and one half (1.5) regular hours per period of standby.

19.5 There shall only be one premium paid per hour worked. In a case where more than one premium applies, the employee shall receive the highest premium.

## **Article 21 – Vacations**

21.1 Vacation is to be taken at times mutually agreed upon between the Company and the employee. Vacation will be paid at an employee's regular rate of pay.

## Final Offer presented by Viterra - April 2, 2019

### 21.2 Vacation Entitlement

- a) Employees who have not completed at least seven (7) years of service shall earn vacation at the rate of three (3) weeks per each full year of service.
- b) Employees who have completed seven (7) years of service shall in the years of service subsequent to the seventh (7<sup>th</sup>) anniversary date of employment earn vacation at the rate of four (4) weeks per year.
- c) Employees who have completed fifteen (15) years of service shall in the years of service subsequent to the fifteenth (15<sup>th</sup>) anniversary date of employment earn vacation at the rate of five (5) weeks per year.
- d) Any employee who was earning six (6) weeks of vacation per year as of February 1, 2008 will continue to earn six (6) weeks of vacation per year.

### 21.3 Vacation Pay on Overtime Worked

In addition to the above Vacation Entitlement, employees will earn vacation pay on overtime worked at the same rate as their vacation accrual rate up to a maximum of ~~eight ten~~ percent (810%).

### 21.4 Payout of Vacation Accrued upon Termination of Employment

In the case of termination of employment, the Company shall pay to the employee any vacation pay owing to him/her in respect of any prior completed year of employment plus the vacation pay owing to him/her for the current year.

If an employee's vacation is in a negative balance at the date of termination they will be required to repay amounts owing.

- 21.5 When vacation pay is paid out rather than being taken as vacation, the payout shall be based on the employee's accrual rate at their rate of pay at the time of payout.

## **Article 24 – Position Elimination**

24.1 In the event the Company plans to eliminate positions, the Company shall give the Union and the affected employees a minimum of one-hundred and twenty (120) calendar days notice or pay in lieu of notice for all or any portion thereof. Any pay in lieu of notice will be paid in the form of a lump sum payment which includes the Company's portion of pension contributions and benefit premiums.

When the notice referred to above indicates that ten percent (10%) or more of the employees are negatively affected, the Company and the Union agree to meet within thirty (30) days to review the opportunities and options available to employees notwithstanding that a collective agreement is in place.

For clarity, this article is intended to apply to internal Company reorganizations that result in the elimination of positions and is not applicable in the case of successorship, which shall be administered pursuant to the Canada Labour Code.

24.2 In the event that the Company chooses to provide the employee with pay in lieu of notice for all of the one-hundred and twenty (120) calendar day notice period referred to in Article 24.1, the employee has the option of choosing immediate termination of employment. If the employee chooses this option, the position elimination will be effective immediately and:

a) the employee shall immediately receive severance pay in accordance with Article 24.4; and

b) the employee shall not be entitled to the options in Article 24.6.

24.2-3 Subject to Article 24.2, ~~Position~~ position elimination will not become effective until after the notice period is complete.

24.3-4 An employee who receives notice of position elimination in accordance with this Article shall have the right to receive Company-paid severance pay which shall be two (2) weeks' pay for each year of service, pro-rated for partial years. For the purpose of severance service shall include all continuous service with the Company



## Final Offer presented by Viterra - April 2, 2019

| 24.4-5 An employee who receives notice of position elimination may endeavor to obtain an alternate position by bidding on vacancies in accordance with Article 12.

| 24.5-6 An employee who receives notice of position elimination in accordance with this Article who does not obtain another permanent position with the Company prior to their employment termination date shall have the right to receive severance pay. Employees shall have the option of:

- a) Receiving severance and terminating employment upon completion of the notice period; or
- b) Deferring the employment termination date and receipt of severance for six (6) months and receiving Supplemental Employment Benefits (SEB) in accordance with Article 14.
  - i) This option shall not extend the period of employment for purposes of severance calculation.
  - ii) Employees who choose this option and accept a permanent position with the Company prior to their employment termination date will not be eligible to receive severance.

| 24.6-7 The Company shall notify employees who opt to defer receipt of severance in accordance with Article 24.5 (b) of any vacancies occurring in the bargaining unit subject to the employee ensuring the Company is provided with a current telephone number and mailing address, including an email address.

| 24.7-8 Technological change shall be defined as:

- a) the introduction of equipment or material of a different nature or kind than that previously utilized by the employer in the operation of the work, undertaking or business; and
- b) a change in the manner in which the employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.

## Final Offer presented by Viterra - April 2, 2019

24.5-9 This Article is intended to assist employees affected by technological change and accordingly Sections 52, 54, and 55 of the Canada Labour Code with respect to Technological Change do not apply during the term of the Agreement.

24.6-10 Sections 214 to 229 of the Canada Labour Code with respect to Group Terminations do not apply during the term of the Agreement.

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

25.1 The Scale of Wages/Salaries, Job Titles, Work Streams, Salary ~~Ranges~~ Grades and Salary ~~Grades~~ Ranges for employees covered by this agreement shall be set forth in Schedule A which shall form part of this Agreement.

25.2 The Company shall notify the Union of any new ~~job titles~~ positions being introduced to the bargaining unit and any substantially changed job descriptions. The work stream and salary ~~range~~ grade for new or revised positions shall be subject to negotiations between the parties and negotiations shall commence respecting the new position within ten (10) calendar days.

#### 25.3 Implementation of Salary Schedule A

The job titles, work streams, salary grades and ~~annual~~ salary/wage ranges in Schedule A shall apply on the effective date as indicated in Schedule A or as otherwise agreed.

### Article 27 Effective Date and Duration of Agreement

~~Subject to ratification by the parties, which both parties agree to recommend to their respective principals:~~

This Agreement shall be effective from the 1<sup>st</sup> day of November, ~~2015~~ 2018 and shall be valid until the ~~31<sup>st</sup>~~ 31<sup>st</sup> day of October, ~~2018~~ 2022, 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

## Final Offer presented by Viterra - April 2, 2019

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.

### **Schedule A**

Employees shall be paid in the following salary ranges according to their salary grade [and work stream](#). An employee's pay level within the range for the employee's salary grade [and work stream](#) will be determined based on the employee's demonstrated performance.

In the event of job reclassification, employees will be moved into the appropriate salary grade [and work stream](#) 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.

**VITERRA COMPENSATION STRUCTURE—~~NOVEMBER 1, 2015~~ Effective January 1, 2019**

(Compensation adjustments will be made as part of the merit pay process and effective as of January 1, 2019.)

**\*The following paragraph applies to the Country Operations and Maintenance bargaining unit only**

Work Stream	Job Title	SALARY RANGE		
		Grade	Minimum	Maximum
Administrative Support/Office Services Work Stream	Facility Sales & Admin	1	\$37,000	\$54,000
	Co-Op Student	1	\$37,000	\$54,000
	Administrative Assistant	2	\$43,000	\$64,000
Grain Marketing Work Stream	Customer Account Representative Trainee	3	\$57,500	\$88,000
	Customer Account Representative I	3	\$57,500	\$88,000
	Customer Account Representative II	4	\$65,500	\$106,000
Information Technology Work Stream	Database Programmer Analyst	4	\$62,000	\$100,000
Logistics & Supply Chain Work Stream	Grain Logistics Coordinator	3	\$51,500	\$79,000
Operations Work Stream	Seasonal Operations Worker	1	\$31,000	\$43,000
	Facility Assistant I	2	\$38,500	\$56,000
	Facility Assistant II	3	\$47,000	\$75,000
	Grader	3	\$47,000	\$75,000
	Asset Protection Trainer	4	\$59,500	\$96,000
	Assistant Manager	4	\$59,500	\$96,000
	Facility Operations Manager, Trainee	4	\$59,500	\$96,000
	Quality Assurance Coordinator	4	\$59,500	\$96,000
Trades/Professional Work Stream	Manager, Customer Service	5	\$72,500	\$123,000
	Maintenance Technician	3	\$54,000	\$82,500
	Automation Technician	3	\$54,000	\$82,500
	Maintenance Journeyperson	4	\$64,000	\$103,000
	Automation Specialist	4	\$64,000	\$103,000
	Maintenance Supervisor	5	\$75,500	\$128,000
	Electrical Supervisor	5	\$75,500	\$128,000
Automation Analyst	5	\$75,500	\$128,000	

Final Offer presented by Viterra - April 2, 2019

\*The following paragraph applies to the Regina Office bargaining unit only

Work Stream	Job Title	SALARY RANGE		
		Grade	Minimum	Maximum
Administrative Support/Office Services Work Stream	Co-Op Student	1	\$37,000	\$54,000
	Administrative Assistant	2	\$43,000	\$64,000
	Maintenance Services Administrator	3	\$50,500	\$77,500
Finance Work Stream	Accounting Clerk	2	\$42,500	\$64,000
	Treasury Operations Analyst	3	\$51,000	\$78,000
	Accountant Trainee	3	\$51,000	\$78,000
	Accounts Payable Analyst	3	\$51,000	\$78,000
	Accountant	3	\$51,000	\$78,000
Information Technology Work Stream	Service Desk Agent	3	\$52,000	\$79,500
	IT Application Analyst	3	\$52,000	\$79,500
	Database Analyst	4	\$62,000	\$100,000
	IT Business Specialist	4	\$62,000	\$100,000
	IT Specialist, Infrastructure	4	\$62,000	\$100,000
	IT Application Specialist	4	\$62,000	\$100,000
Logistics/Supply Chain Work Stream	Administration & Logistics Coordinator	2	\$43,500	\$64,000
	Container Logistics Coordinator	3	\$51,500	\$79,000
	Truck Logistics Coordinator	3	\$51,500	\$79,000
	Rail Logistics Coordinator	3	\$51,500	\$79,000
	Multi Modal Logistics Coordinator	3	\$51,500	\$79,000
	Transportation Reporting Coordinator	3	\$51,500	\$79,000
	Contract Coordinator	3	\$51,500	\$79,000
	Agribusiness Associate	3	\$51,500	\$79,000
	Procurement Specialist	4	\$60,500	\$97,500
Operations Work Stream	Lab Assistant	1	\$31,000	\$43,000
	Grain Inspector	2	\$38,500	\$56,000
	Senior Grain Inspector	3	\$47,000	\$75,000
	Quality Control Coordinator	4	\$59,500	\$96,000
Trades/Professional Work Stream	Building Operator	3	\$54,000	\$82,500
	Maintenance Systems Specialist	4	\$64,000	\$103,000
	Building Supervisor	4	\$64,000	\$103,000

\*The remainder of this article applies to both bargaining units

The following adjustments will be made to compensation:

1. Effective January 1, ~~2016~~-2019 the Company shall pay an aggregate salary increase to be determined in advance of the annual pay for performance program based on market. This aggregate increase shall be no less than ~~2~~2.5%. The

## Final Offer presented by Viterra - April 2, 2019

aggregate salary increase will be payable to employees covered by this agreement and shall be added to the recipient employees rates of pay. The amounts provided to individual employees will be based on each employee's demonstrated performance for the previous fiscal year and position in their respective salary range.

2. Effective January 1, ~~2017~~2020, the Company shall pay an aggregate salary increase to be determined in advance of the annual pay for performance program based on market. This aggregate increase shall be no less than 2%. The aggregate salary increase will be payable to employees covered by this agreement and shall be added to the recipient employees rates of pay. The amounts provided to individual employees will be based on each employee's demonstrated performance for the previous fiscal year and position in their respective salary range.
3. Effective January 1, ~~2018~~2021, the Company shall pay an aggregate salary increase to be determined in advance of the annual pay for performance program based on market. This aggregate increase shall be no less than ~~1.75~~2%. The aggregate salary increase will be payable to employees covered by this agreement and shall be added to the recipient employees rates of pay. The amounts provided to individual employees will be based on each employee's demonstrated performance for the previous fiscal year and position in their respective salary range.
4. Effective January 1, 2022, the Company shall pay an aggregate salary increase to be determined in advance of the annual pay for performance program based on market. This aggregate increase shall be no less than 2.5%. The aggregate salary increase will be payable to employees covered by this agreement and shall be added to the recipient employees rates of pay. The amounts provided to individual employees will be based on each employee's demonstrated performance for the previous fiscal year and position in their respective salary range.
5. Notwithstanding anything contained in this agreement, the payments referred to under paragraphs 1, 2, 3 and ~~3~~4 will be distributed to all eligible employees and will be based on demonstrated performance and position in their respective salary range.

**Final Offer presented by Viterra - April 2, 2019**

**The following paragraph will be included in a Letter of Understanding:**

Notwithstanding the amended compensation structure provided for in Article 25 and Schedule A, the salary range maximums set out in the Collective Bargaining Agreement effective November 1, 2015 to October 31, 2018, will continue to apply to all current employees (meaning those employed on the date of ratification) for the duration of the Collective Bargaining Agreement that expires October 31, 2022, after which the compensation structure in Schedule A of the Collective Bargaining Agreement (that expires October 31, 2022) will apply to all employees.