

Grain and General Services Union (ILWU Canada)

Counter Proposal #4

To Amend and Renew

the

Country Operations and Maintenance

and Regina Head Office Bargaining Units

Collective Agreements

with

Viterra Inc.

Presented April 27, 2023



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.

Based on the dialogue yesterday in hearing the rational for not presenting any changes to the company's proposed annual increases GSU Locals 1 & 2 have taken a similar approach. Our counter proposal is as follows.

Cover Page

- 1) Amend the name of the Company from "Viterra Inc." to "Viterra Canada Inc."

ARTICLE 1 – SCOPE & DEFINITIONS

- 2) Amend the Company's name from "Viterra Inc." to "Viterra Canada Inc."
- 3) Amend 1.11 Job rate Range by deleting it. **(Both Agreements)**

ARTICLE 6 – GRIEVANCES

- 4) Amend section 6.1 paragraph 2 to read: **(Both Agreements)**

"Employees may have benefit of representation by union officials at any of the steps in the procedure **including any investigation meetings**, and similarly management representatives may have benefit of counsel."

ARTICLE 8 – BENEFIT PLANS

- 5) Amend section 8.2 and sub-section a) to read as follows: **(Both Agreements)**

"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, **subject to any minimum requirements provided in the Canada Labour Code**. 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.
- 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, **subject to any limitations in the Canada Labour Code.**

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.

i) **Employees are eligible to use sick leave for non-occupational illness or injury, medical appointments, organ or tissue donation and quarantine. "Medical appointments" includes appointments with a doctor or dentist or another health care practitioner seen for the purposes of diagnosis or treatment of an illness or injury.**

6) Amend section 8.3 "Extended Sick Leave" to read: **(Both Agreements)**

a) Employees shall be eligible to apply for extend sick leave benefits so as to provide benefits in the amount of 66.67% of **their** regular earnings, for:

i. the period of absence due to sickness in excess of **one calendar week; or**

ii. the period of absence following the expiration of the employee's sick leave credits in Article 25.02, in circumstances where the use of sick leave credits in Article 25.02 exceeds **one calendar week.**

ARTICLE 10 – HEALTH & SAFETY

7) Amend section 10.2 to read: **(Both Agreements)**

"The parties recognize that the maintenance and development of the employees' general well-being constitute a common objective. Consequently, all efforts shall be deployed to prevent and correct any situation and any conduct liable to compromise the health and safety of employees or deteriorate the work environment, **including but not limited to fatigue, limited rest periods and irregular work shifts.**"

8) Amend section 10.4 by moving to the new Article 23. **(Both Agreements)**

Article 12 – Seniority

9) Amend section 12.14 e) to read:

“Fails to report for three (3) consecutive shifts except for circumstances beyond the employee's control, **in which case the employee's employment will be terminated.** Nothing in this clause shall restrict the rights of the Company to dismiss an employee who is “AWOL”, **meaning absent without authorization.**”

ARTICLE 13 – LEAVES OF ABSENCE

10) Amend section 13.1 General Leave of Absence to read: **(Both Agreements)**

b) An employee on general leave of absence shall not accumulate sick leave credits **beyond the minimum required by the Canada Labour Code. The accrual will cease when the carry forward and accrual for the current calendar year reach 10 sick days. Sick leave accrued can only be used once an employee returns from this general leave of absence. And employee on general leave does not earn vacation credits,** but shall retain the seniority, sick leave credits, and vacation credits earned prior to commencing **the** leave of absence.

11) Amend section 13.2 Maternity/Adoption/Parental Leave to read: **(Both Agreements)**

“c) Employees on maternity, adoption and/or parental leave shall only accumulate **the minimum number of sick leave credits that are required by the Canada Labour Code. The accrual will cease when the carry forward and accrual for the current calendar year reach 10 sick days. Sick leave accrued can only be used once an employee returns from this leave of absence. for the first two (2) months of the leave.**”

12) Amend section 13.3 Pressing Necessity Leave to read: **(Both Agreements)**

“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. 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) Amend section 13.4 Bereavement Leave to read: **(Both Agreements)**

“Leave of absence **up to ten (10) days, the first with pay up to three (3) of which shall be with pay, 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, **stepparents**, 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. **In the event an employee is on compassionate care leave or leave related to critical illness, and the family member the employee is caring for dies, the employee is then entitled to take bereavement leave. The employee can take bereavement leave in one or two periods starting on the day on which the death occurs and ending 6 weeks after the date of the funeral, burial, or memorial service of that immediate family member."**

14) Amend section 13.7 Union Leave c) to read: **(Both Agreements)**

~~"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."

15) Amend 13.9 Personal Family Leave b) to read: **(Both Agreements)**

- a) ~~Each year~~ 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.

16) Addition to Article 13 to read: **(Both Agreements)**

"13.10 Weather Related Leave

Leave of absence with pay shall be granted to employees as a result of adverse weather conditions or unforeseen events resulting in road closure, that prevents the employee's attendance at work."

ARTICLE 18 – HOURS OF WORK AND OVERTIME

17) Amend section 18.1 Hours of Work to read: **(Both Agreements)**

"The Company retains the right to schedule hours of work of employees as is necessary to ensure efficient operations and to provide coverage for the determined hours of operation as long as there is appropriate staffing to ensure safe operations."

- 18) Amend section 18.2 Regular Work Schedule and Modified Work Week Schedules by adding the following to the end of the section to read: **(Regina Head Office)**

“Employees shall receive one (1) personal day off per month in addition to general holidays, vacation, and/or other paid absences. Work performed on a scheduled personal day off shall be regarded as overtime unless the employee and the Company mutually agree to an alternative personal day off.”

- 19) Amend Article 18 to provide for a new section ‘18.5 - Shift Changes’ and renumber subsequent sections accordingly. The new section 18.5 to read: **(Both Agreements)**

“When the Company changes an employee’s shift with less than forty-eight (48) hours’ notice, the employee shall be paid at the rate of two (2) times the employee’s regular pay for all of the shifts changed in that forty-eight (48) hour window.”

- 20) Amend current section 18.4 Overtime by deleting paragraph 2: **(Operations & Maintenance Agreement)**

~~“Employees in Assistant Manager or higher positions are not eligible to receive overtime at the rate of two (2) times the regular rate of pay.”~~

- 21) Amend current section 18.4 Overtime last paragraph to read: **(Both Agreements)**

“Employees shall be paid for all overtime worked at the appropriate overtime rate of pay as described in this Article. However, with the agreement of the Company, employees may bank their overtime worked, at the appropriate overtime rate. ~~to be taken as paid time off work.~~ Banked time shall be paid out when requested by the employee. Banked time taken as paid time off shall be taken at time mutually agreed upon between the Company and the employee.”

- 22) Amend current section 18.5 **(Regina Head Office)** and 18.6 **(Operations & Maintenance Agreement)** Maximum and Minimum to read:

“The hours of work as stated in this Article are not to be construed as a guaranteed minimum of hours to be worked ~~however when an employee’s weekly scheduled hours of work are reduced by the Company the employee must be paid as if they had worked the missed hours.~~”

ARTICLE 19 – SHIFT DIFFERENTIAL CALL OUT AND STANDBY PAY

23) Amend section 19.4 Standby Pay by to read: **(Both Agreements)**

“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.

Employees shall not be required, but may choose, to be on standby more than fifty-six (56) hours in a four (4) week period.”

ARTICLE 21 – VACATIONS

24) Amend Article 21.2 Vacation Entitlement to read: **(Both Agreements)**

- a) “Employees who have not completed at least six (6) years of service shall earn vacation at the rate of three (3) weeks per each full year of service.
- b) Employees who have completed six (6) years of service shall in the years of service subsequent to the sixth (6th) anniversary date of employment earn vacation at the rate of four (4) weeks per year.
- c) Employees who have completed fourteen (14) years of service shall in the years of service subsequent to the fourteenth (14th) 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.”

ARTICLE 22 – GENERAL HOLIDAYS

25) Amend section 22.1 to include National Day for Truth and Reconciliation in the list of recognized statutory holidays. **(Both Agreements)**

NEW ARTICLE 23 – WORK WEAR **(Both Agreements)**

26) Amend current collective agreement by adding a new article, ‘Article 23 – Work Clothing’ to read:

“Boot Allowance - It shall be a condition of employment that appropriate safety footwear be worn where designated by the Company. Regular employees at these worksites who are required to wear safety footwear shall be provided with a payment on an annual basis. The value of the payment shall be two hundred and twenty five dollars (\$225) per year. Employees will be provided with a voucher on an annual basis upon request. Alternatively, the employee may seek reimbursement for their purchase of safety footwear (up to \$225 per year) by submitting proof of purchase and following the Company’s prescribed processes for an expense claim.

Branded Clothing – If it is required that an employee must wear company branded clothing to work the Company will provide three hundred dollars (\$300) per year for the purchase of branded clothing.”

ARTICLE 24 – Position Elimination

27) Amend section 24.2 to read: **(Both Agreements)**

“In the event that the Company proposes 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 will have ~~has~~ the option of choosing their regular pay for the one-hundred and twenty (120) calendar day notice period including continuation of pension and benefit plan coverage or to receive the pay in lieu of notice and 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.”

ARTICLE 25 - SCALE of WAGES and SCHEDULE A **(Both Agreements)**

- 28) Amend the current collective agreement to provide an across the board wage increase of seven percent (7%) for all employees effective, and retroactive to, January 1, 2023. Further amend the current collective agreement to provide a four point seven five percent (4.75%) across the board increase to be added to all current employees rates of pay effective January 1, 2024 and provide a five point seven five percent (5.75%) across the board increase to be added to all current employees rates of pay effective January 1, 2025.
- 29) A one time seven point five percent (7.5%) general wage increase to all employees rates of pay effective January 1, 2023. This is to compensate employees for the loss of the STIP that Viterra had acknowledged would no longer be available to members under our proposed pay structure.
- 30) That the 2022 STIP payable on March 31, 2023, be released and paid to eligible employees as of March 31, 2023. This would resolve the Unfair Labour Practice filed by GSU on April 3, 2023.

31) Amend Schedule A to read:

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 employees' 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 **merit increases**, employee retention programs, share purchase programs, incentive plans and market supplement programs in its sole and absolute discretion.

ARTICLE 27 – EFFECTIVE DATE AND DURATION OF AGREEMENT

32) Amend Article 27 – Effective Date and Duration of Agreement to read: **(Both Agreements)**

This Agreement shall be effective from the 1st day of November, 2022 and shall be valid until the **31th day of December, 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.

SCHEDULE A

(Operations & Maintenance Agreement)

Work Stream	Job Title	Grade	Min.	Max.
Administrative Support/Office Services Work Stream	Co-Op Student	1	\$34,406	\$51,608
	Facility Sales & Admin.	2	\$42,533	\$63,829
	Administrative Assistant	2	\$42,533	\$63,829
	Logistics Coordinator	3	\$49,340	\$82,233

Grain Marketing Work Stream	Customer Account Representative Trainee	A	\$49,770	\$82,950
	Customer Account Representative I	A	\$49,770	\$82,950
	Customer Account Representative II	B	\$63,587	\$105,979
Information Technology Work Stream	Database Programmer Analyst	4	\$61,022	\$101,703
Logistics & Supply Chain Work Stream	Grain Logistics Coordinator	3	\$49,340	\$82,233
Operations Work Stream	Seasonal Operations Worker	1	\$34,406	\$51,608
	Facility Assistant I	2	\$42,533	\$63,829
	Facility Assistant II	3	\$49,340	\$82,233
	Grader	3	\$49,340	\$82,233
	Facility Operations Manager, Trainee	4	\$61,022	\$101,703
	Asset Protection Trainer	4	\$61,022	\$101,703
	Assistant Manager	4	\$61,022	\$101,703
	Quality Assurance Coordinator	4	\$61,022	\$101,703
	Manager, Customer Service	5	\$70,440	\$130,816
Trades/Professional Work Stream	Maintenance Technician	3	\$49,340	\$82,233
	Automation Technician	4	\$61,022	\$101,703
	Maintenance Journeyperson	4	\$61,022	\$101,703
	Automation Specialist	4	\$61,022	\$101,703
	Maintenance Supervisor	5	\$70,440	\$130,816
	Electrical Supervisor	5	\$70,440	\$130,816
	Automation Analyst	5	\$70,440	\$130,816

(Regina Head Office)

Work Stream	Job Title	Grade	Min	Max
Administrative Support/Office Services Work Stream	Co-Op Student	1	\$34,406	\$51,608
	Receptionist	1	\$34,406	\$51,608
	Administrative Assistant	2	\$42,533	\$63,829
	Maintenance Services Administrator	2	\$42,533	\$63,829
Grain Marketing Work Stream	Accounting Clerk	2	\$42,533	\$63,829
	Account Payable Analyst	3	\$49,340	\$82,233

	Accountant Trainee	3	\$49,340	\$82,233
	Treasury Operations Analyst	3	\$49,340	\$82,233
	Accountant	3	\$49,340	\$82,233
Information Technology Work Stream	IT Application Analyst	3	\$49,340	\$82,233
	Service Desk Agent	3	\$49,340	\$82,233
	IT Application Specialist	4	\$61,022	\$101,703
	Database Analyst	4	\$61,022	\$101,703
	IT Business Specialist	4	\$61,022	\$101,703
	IT Specialist, Infrastructure	4	\$61,022	\$101,703
Logistics & Supply Chain Work Stream	Administration & Logistics Coordinator	2	\$42,533	\$63,829
	Country Support and Grain Risk Administrator	2	\$42,533	\$63,829
	Agribusiness Associate	3	\$49,340	\$82,233
	Contract Coordinator	3	\$49,340	\$82,233
	Credit and Grain Risk Analyst	3	\$49,340	\$82,233
	Trade Execution Coordinator	3	\$49,340	\$82,233
	Container Logistics Coordinator	3	\$49,340	\$82,233
	Multi Modal Logistics Coordinator	3	\$49,340	\$82,233
	Rail Logistics Coordinator	3	\$49,340	\$82,233
	Transportation Reporting Specialist	3	\$49,340	\$82,233
	Truck Logistics Coordinator	3	\$49,340	\$82,233
	Procurement Specialist	4	\$61,022	\$101,703
Operations Work Stream	Lab Assistant	1	\$34,406	\$51,608
	Grain Inspector	2	\$42,533	\$63,829
	Senior Grain Inspector	3	\$49,340	\$82,233
	Quality Control Coordinator	4	\$61,022	\$101,703
Trades/Professional Work Stream	Building Operator	3	\$49,340	\$82,233
	Building Supervisor	4	\$61,022	\$101,703
	Maintenance Systems Specialist	4	\$61,022	\$101,703
Legal/Corporate Affairs Work Stream	Communications and Marketing Coordinator	4	\$61,022	\$101,703

Scope Review (Both Agreements)

33) Viterra Inc. and Grain and General Services Union Local 1 (Operations & Maintenance) and Local 2 (Regina Head Office) agree to engage in a comprehensive scope review of the union's bargaining units, including whether currently excluded job titles are consistent with the certification orders and/or the definition of employee in the Canada Labour Code.

SCHEDULE B (Both Agreements)

34) Amend Schedule B to include the following:

- a. Article 1-4 to the extent they are of general application to any employee, regardless of employment status.
- b. Article 6 – Grievances
- c. Article 7 – Arbitration Board
- d. Temporary employees shall be entitled to accrue and use sick leave benefits in accordance with Article 8.2 but only until their accrued sick leave credits are exhausted, while casual employees are limited to the accrual and use of sick leave as prescribed by the Canada Labour Code.
- e. Article 15 – Probation and Termination of Employment
- f. Article 18 – Hours of Work and Overtime
- g. Article – 19 Shift Differential, Call Out and Standby
- h. Article 22 – General Holidays

LETTER OF UNDERSTANDING

35) **Railway Weekend Booking Pay**

Weekend Loading Booking Pay (applicable to Grain Facility Employees Only)

This letter is to offer employees a guaranteed booking pay to encourage them to work weekends and compensate them when trains are delayed or cancelled. Weekend Booking Pay is 4 hours at 1.5 times their normal rate. Trains that do not spot within an hour of their scheduled time shall be considered failed.

If the train arrives as scheduled, the employee will receive regular overtime for weekend loading as outlined in Article 18.4.

Trains that fail and are delayed between one to three hours of the original spot time, employees will receive 1.5 times their normal pay for each hour of the delay. On the fourth hour, the employees will receive Booking Pay of four (4) hours at 1.5 times their normal pay. If the train spots anytime after the fifth hour, the employee will only receive their Booking Pay.

If the train fails on a Saturday and rolls into Sunday, and the train fails again, the employee is eligible for one instance of Booking Pay for each of Saturday and Sunday.

The Process

Include the process the Company provided in their proposed Railway Weekend Booking Pay document on March 7, 2023

LETTER OF UNDERSTANDING

36) LETTER OF UNDERSTANDING

BETWEEN:

VITERRA INC.

and

GRAIN AND GENERAL SERVICES UNION (ILWU • Canada)

Covering

GSU Local 1 (Viterra - Operations and Maintenance)

and

GSU Local 2 (Viterra – Head Office)

WORKING FROM HOME

The Company and Union agree that employees who wishes to work from home in any capacity shall request prior approval from authorized representative of the Company before being able to work from home.

Dated this ____ day of _____, ____.