

VITERRA CANADA INC.
St. Agathe Manitoba

FROM: January 1, 2022
TO: December 31, 2024

President's Message



Dear Member,

A union collective agreement is like a Charter of Rights. It explains, protects and guarantees your rights on the job. It stipulates the wages you must be paid, the benefits you must receive. It puts down on paper your right to dignity and respect at work.

It is important that you know your rights, the wages and benefits you are entitled to receive. Please take the time to read through this agreement. If you have any questions about it, talk to a shop steward in your workplace or phone your full-time union representative. They are also the people to talk to if you feel the rights and benefits outlined in this document are not being provided to you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeff Traeger', with a stylized flourish at the end.

Jeff Traeger,
President UFCW Local 832



VITERRA CANADA INC.
Ste. Agathe Manitoba

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Expiry: December 31, 2024

AGREEMENT BETWEEN

**VITERRA CANADA INC. Ste.
Agathe Manitoba** (hereinafter
referred to as the "Company")

AND

**UNITED FOOD AND
COMMERCIAL WORKERS
UNION, LOCAL NO. 832,**
chartered by the United Food &
Commercial Workers
International Union,
(hereinafter referred to as the
"Union")

Covering the Company's canola processing plant located in Ste. Agathe, Manitoba. As set out in the Certification Order of the Canada Industrial Relations Board (Board Order No. # 11261-U dated May 1, 2018)

ARTICLE 1 RECOGNITION

1.01 The Company recognizes the Union as the sole agency for the purpose of collective bargaining for all employees of Viterra **Canada** Inc., at its canola processing plant located in the Town of Ste. Agathe in the Province of Manitoba, save and except the General Manager, Managers, Load-out Supervisor, Chief Power Engineer, Operations Engineer, and those excluded by the Canada Labour Code.

1.02 The Company shall provide the Union with a list, in Excel format, containing the current names, dates of birth, Social Insurance Numbers, addresses (if supplied to the Company), telephone numbers (if supplied to the Company) classifications, departments and rates of pay of all bargaining unit employees in January and June of each year or whenever a written request to do so is received from the Union.

ARTICLE 2 **DEFINITIONS**

2.01 **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 19. Regular full-time employees who are laid off shall retain their regular full-time status with the Company while on layoff.

2.02 **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 19.

2.03 **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.

2.04 **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.

2.05 **Seniority** - **For any new employees hired after the effective date of this agreement, seniority commences at date of hire with the Company to a position within the scope of the bargaining unit,** and is only interrupted in accordance with Article 16. 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 11 hereof or such other appropriate authority shall have the power to reinstate service forfeited due to termination of employment.

2.06 **Promotion** - shall mean the movement of an employee from a position to a position with a higher salary grade.

2.07 **Demotion** - shall mean the movement of an employee from a position to a position with a lower salary grade.

2.08 **Transfer** - shall mean the movement of an employee from a position to another position with an identical salary grade

2.09 **Salary Grade** - shall mean the level into which positions of the same or similar value are grouped for compensation purposes.

2.10 **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, and maximum wage/salary.

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

2.12 **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.

2.13 **Merit** – demonstrated performance, including through performance evaluations and other methods of assessment.

ARTICLE 3 SPIRIT & INTENT

3.01 The spirit and intention of this Agreement is to maintain good and amicable relations between the Company and all of its employees covered by this Agreement, so that the solution of all matters pertaining to conditions of employment may be arrived at by consultation and agreement between the parties hereto, and this Agreement is in no sense to be taken as a discouragement to direct negotiations where a solution can be reached by such means without having recourse to the bargaining procedure hereinafter provided.

ARTICLE 4 MANAGEMENT RIGHTS

4.01 The Union recognizes that the Company has sole authority to manage its affairs, to direct its working forces, including the right to hire, classify, reclassify, determine wages/salaries of employees within the terms of Schedule A hereinafter referred to, to transfer, promote, demote, and to suspend or discharge any employee for just cause, and to increase or decrease the working force of the Company, to re-organize, close, disband any part of the operations or business as circumstances and necessity may require, subject to the right of any employee concerned to lodge a grievance in the manner and to the extent hereinafter provided.

4.02 The Union further recognizes the right of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities, and to make and alter from time to time, the rules, regulations and policies to be observed by the employees, not inconsistent with the terms of this Agreement.

ARTICLE 5 **COMPANY RELATIONS**

5.01 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.

5.02 The Union shall provide bulletin boards in their facilities for official and legitimate union use.

5.03 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.

5.04 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 and conviction for which a pardon has been granted.

5.05 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.

5.06 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

ARTICLE 6 **NO CONTRACTING OUT**

6.01 The Company shall not contract out any work regularly performed by members of the bargaining unit excluding maintenance.

6.02 The Company shall utilize maintenance contractors for a period of no more than twenty-one (21) days in a consecutive manner. (For example the annual shut down.)

6.03 No unionized maintenance worker will lose regular hours due to the use of outside contractors.

6.04 All employees of the Company who are excluded from the bargaining unit shall not perform any work that **is ordinarily** performed by members of the bargaining unit unless:

- (a) In the event of emergency, where no bargaining unit member is on-site, willing, able and capable of performing the normal functions of the job requirements in a timely manner; **or**
- (b) **During the absence of a bargaining unit member, the Company has first offered that work to other bargaining unit members in that classification, but no such bargaining unit member is available and willing to perform the work. In the event that a bargaining unit member is willing to perform this work, non-bargaining unit employee(s) may perform this work until the bargaining unit member arrives at the facility. This provision remains subject to any legal requirements or restrictions outside the collective agreement and shall not be exercised in a manner that fails to comply with the Company's Fatigue Management Program.**

ARTICLE 7 DEDUCTION OF UNION DUES

7.01 The Company agrees that as a condition of employment, membership dues or sums in lieu will be deducted from the wages/salaries earned by employees in the following categories:

- a) All employees for whom the Union has bargaining authority under this collective agreement.
- b) All new employees under this collective agreement, as of their first complete pay period following commencement of employment.

7.02 Membership dues or sums in lieu so deducted from salaries shall be paid monthly to the Secretary-Treasurer of the Union within fifteen (15) calendar days following completion of the last payroll period in the calendar month, remittance to be supported by information with respect to each individual employee, including the period covered by the remittance for that employee.

7.03 The Company shall provide the Union with a report in Excel format when remitting dues each month, of the names and Social Insurance Numbers of the employees for whom deductions were made and the amount of each deduction, indicating which deductions were dues and which were initiation fees or assessments.

ARTICLE 8 **SHOP STEWARDS**

8.01 The Company shall recognize all Union Shop Stewards appointed and/or elected by the Union to represent employees in the bargaining unit. The Company further recognizes the right of the Shop Stewards to present complaints and/or grievances to management

ARTICLE 9 **UNION REPRESENTATIVE VISITS**

9.01 The Union's authorized representative shall be permitted to visit the facility to meet with the employees outside of their working hours or during a rest period. The request to meet shall be made to the general manager or his/her designate prior to the visit. The consent of the general manager or his/her designate shall not be unreasonably withheld. The Union's representative must sign in with the general manager and receive approval for the location of the meeting. During the visit, the Union's representative shall abide by all safety rules and shall not distract or disrupt employees while the employees are working.

ARTICLE 10 **ADJUSTMENT OF GRIEVANCES**

10.01 Any complaint, disagreement or difference of opinion between the Company and the Union, or the employees covered by this Agreement, which concerns the interpretation, application, operation or alleged violation of the terms and provisions of this Agreement, shall be considered as a grievance.

10.02 Where the Union requires information regarding a grievance dealing with hours of work and/or seniority, the Company shall promptly supply such information in writing to the Union within ten (10) calendar days from the date of the request.

10.03 Any employee, the Union or the Company may present a grievance. Any grievance which is not presented within thirty (30) calendar days following the event giving rise to such grievance shall be forfeited and waived by the aggrieved party.

10.04 All grievances must be submitted in writing by the union representative.

10.05 The procedure for adjustment of grievances shall be as follows:

STEP 1: By a discussion between the employee and the Shop Steward and/or Union Representative with the Company designate. The General Manager or their designated appointee shall reply to the grievance in writing, to the Union, within seven (7) calendar days. If a satisfactory settlement has not been reached, or a decision has not been

rendered by the company within the time limit, the Union Representative and/or employee may proceed to Step 2.

STEP 2: The Union Representative or Representatives may take the matter up with the Company designate designated by the Company to handle Labour Relations matters. If the matter is not taken up within ten (10) calendar days of the date the Union received the written reply to the grievance in Step 1, or a decision has not been rendered by the company within the time limit it shall be deemed to have been abandoned and further recourse to the Grievance Procedure shall be forfeited.

10.06 If a satisfactory settlement cannot be reached at Step 2, then upon request of either party within ten (10) calendar days of the Step 2 meeting but not thereafter, the matter may then be referred to an Arbitrator selected in accordance with Article 11.

10.07 The Company and the Union agree that at any time prior to the hearing date for an arbitration they may voluntarily agree to use a mutually acceptable mediator in their attempts to resolve the grievance. It is expressly understood and agreed between the parties that any such mediator has no authority or powers under the terms of the Collective Agreement to impose or require the parties to accept their suggested settlement to the matter in dispute. All expenses and fees that may be incurred by such mediator shall be borne equally by the Company and the Union.

10.08 It is understood and agreed by the Union and the Company that the time limits specified in the various steps of the above grievance procedure may only be extended by mutual agreement between the Union and the Company.

ARTICLE 11 ARBITRATION

11.01 In the event that one of the parties refers a grievance to arbitration in accordance with Article 10.06, the Arbitrator shall be selected in the following manner:

- a) Following the referral to arbitration, the parties shall attempt to agree on the selection of an Arbitrator within fourteen (14) calendar days of the referral;
- b) In the event that the parties are unable to agree upon an Arbitrator in accordance with Article 11.01a), an Arbitrator will be selected from the following list of individuals, on a rotational basis:

Gavin Wood
Blair Graham
Colin Robinson

- c) In the event that none of the individuals is available to hold an arbitration hearing within six (6) months of the date of their selection, either party may request that the Federal Minister of Labour appoint an Arbitrator and the person so appointed shall be duly empowered to act accordingly.

11.02 The Arbitrator selected in accordance with Article 11.01 shall not have authority to alter or change any of the provisions of the Agreement, or to insert any new provisions, or to give any decision contrary to the terms and provisions of the Agreement, but it is agreed that where disciplinary action is involved the Arbitration Board shall have the power to award a penalty or amend a penalty imposed by the Company.

11.03 The Arbitrator shall render his or her decision as soon as reasonably possible. The decision of the Arbitrator shall be final and binding upon the parties hereto and upon any employee or employees concerned.

11.04 No costs of any arbitration shall be ordered to or against either party, but each party shall be responsible for one-half the expenses and/or fees payable to the Chairperson of the Board.

ARTICLE 12 DISCIPLINE/DISCHARGE

12.01 A Shop Steward, or in the absence of a Shop Steward, another employee from the bargaining unit chosen by the employee being disciplined **(or the employee under investigation for conduct that could reasonably lead to discipline of the employee)**, may be present when a member of the bargaining unit is being disciplined or discharged **(or when an investigation meeting is held that will reasonably lead to discipline of that member)**, upon that member's request, provided the member has been advised they have the option of a shop steward or other member present. **Should the employee refuse to have a Shop Steward or another member of the bargaining unit present at a meeting, the employee will sign a document confirming that they waive the right to have a Shop Steward or another bargaining unit member present.**

12.02 All disciplinary meetings shall be held in private and shall take place in a location on the Company's premises.

12.03 The affected employee, the Shop Steward who is involved, and the Union, shall be given a copy of any disciplinary or discharge notice which is to be entered on an employee's personnel file. The disciplinary notice will contain the reasons for discipline. A copy of said discipline and/or discharge notice shall be emailed to the Union office within seventy-two (72) hours of the event. **Should an employee be suspended pending an investigation, the Union will be notified via email within seventy-two (72) hours of the event.**

12.04 The Company shall remove all written disciplinary notices from the employee's personnel file after twenty-four (24) calendar months, providing there has been no further incidents of the same or substantially similar nature during that two-year period.

12.05 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.

ARTICLE 13 PROBATIONARY PERIOD

13.01 Any employee who is hired by the Company shall be on probation for their first ninety (90) working days **or seven hundred and twenty (720) working hours of employment, whatever comes first.** The Company, at its discretion, may discharge any probationary employee within the above time limit and said employee shall have no recourse to the Grievance and Arbitration articles of this Agreement.

The employee shall not be credited with seniority until the successful completion of this probationary period. Upon completion of the probationary period, the employee's name shall appear on the seniority list and be credited with seniority back to his or her date of hire with the Company.

The probationary period may be extended by agreement between the Union and the Company.

ARTICLE 14 POSITION ELIMINATION

14.01 In the event the Company plans to eliminate positions, the Company shall give the Union and the affected employees a minimum of sixty (60) 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*.

14.02 Position elimination will not become effective until after the notice period is complete.

14.03 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

14.04 An employee who receives notice of position elimination may endeavor to obtain an alternate position by bidding on vacancies in accordance with Article 15.

14.05 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.

14.06 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.

14.07 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.

14.08 Sections 211 to 229 of the *Canada Labour Code* with respect to Group Terminations do not apply during the term of the Agreement.

ARTICLE 15 VACANCIES, LAYOFF AND RECALL

Vacancies

15.01 When the Company determines it necessary to fill a vacant position within the scope of this Agreement, the position shall be posted. Vacancies will be open to applicants for ten (10) days. It will be the policy of the Company that in filling posted positions, employees of the Company shall be given first consideration.

15.02 Notices of such vacancies shall be available online.

15.03 Notices of vacancies will contain information pertinent to the position being posted including position title, employment status and salary grade range.

15.04 The Company, in its sole discretion, may require an employee to transfer to a vacant position. The Union may make representation to the Company where the circumstances of the transfer warrant such representation.

15.05 When filling vacancies, ability, qualifications and merit, as determined by the Company, shall be the governing factors, and in the event two or more candidates are relatively equal, the Company will hire the employee with the greater seniority.

Layoff

15.06 In the event of a layoff, the Company shall retain the employees who, based on ability, qualifications and merit, as determined by the Company, are best suited for the available positions and in the event two or more candidates are relatively equal, the Company will retain the employee with the greater seniority.

15.07 The Company shall provide fourteen (14) calendar days written notice of layoff or pay in lieu of such notice or any combination thereof.

15.08 An employee who is laid off shall endeavor to obtain an alternate position by bidding on vacancies in accordance with Article 15.05. Bumping shall not be permitted.

15.09 An employee who obtains an alternative position in accordance with Article 15.08 shall have his/her wage/salary maintained in accordance with Article 18.

15.10 The Company will continue benefit plans while on layoff provided the employee pays the employee contributions to the plan.

Recall

15.11 Recall from layoff will be done on the same basis as layoff in accordance with Article 15.06.

15.12 In the event that an employee is recalled to work while on layoff, the date of layoff will remain until such time as an employee works a minimum of forty (40) consecutive regular hours after the recall.

15.13 Regular employees on layoff will maintain their official employment start date and have recall rights for twelve (12) months after which their employment will be deemed to be terminated and they will receive a Company paid severance allowance calculated on the basis of two (2) weeks pay per year of service, prorated for partial years and part-time service.

15.14 When an employee is to be recalled to work, a recall notice will be sent by registered mail to the employee's last known address. If the employee does not respond in person or by telephone or email to the appropriate Manager within seven (7) calendar days of the recall notice being mailed, the employee will lose his/her recall rights and employment will terminate.

ARTICLE 16 SENIORITY

16.01 An employee shall lose his/her seniority if he/she:

- a) Retires;
- b) Resigns;
- c) Is terminated in accordance with Articles 15.13 and/or 15.14;
- d) Is dismissed for just cause; or
- e) 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 right of the Company to dismiss an employee who is "AWOL", ***meaning, absent without authorization.***

ARTICLE 17 SUPPLEMENTAL EMPLOYMENT BENEFIT (SEB)

17.01 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:

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

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

- 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.
- 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 18 DEMOTION FORMULA

18.01 When an employee is involuntarily demoted and/or their position is eliminated and they bid on and accept a demotion, the following shall apply:

- a) The employee shall continue to receive the wage/salary being received prior to demotion for a period not to exceed eleven (11) months.
- b) Upon commencement of the twelfth (12th) month, the employee's wage/salary shall be reduced to an appropriate rate of pay.

 The clause does not hinder in any way the Union's right to grieve any demotion they believe is unjust.

ARTICLE 19 HOURS OF WORK AND OVERTIME

19.01 Hours of Work

 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.

19.02 Regular Work Schedules and Modified Work Week Schedules

 Regular work schedules for employees shall be defined as five (5) days per week consisting of eight (8) hours per day and forty (40) hours per week.

 The Company may implement modified or variable hours of work schedules as outlined in Schedule C provided the Union is notified and the affected employees are consulted respecting the conditions, the operation and the implementation of such work schedules.

 The Company may implement any additional modified work schedules or schedules with variable hours of work per day that are not included in Schedule C provided the Union is notified and a majority of the affected employees agree to such schedule.

 The Company will provide a minimum of twenty-one (21) calendar days' notice of the implementation, modification or cancellation of modified work schedules.

 Subject to Article 19.06 below, the typical work week shall consist of forty (40) hours of work paid at the employee's straight hourly rate and the work day shall normally consist of eight (8) hours work paid at the straight time hourly rate.

19.03 **Scheduled Days of Rest**

As a norm, employees shall be entitled to two (2) consecutive days of rest each week except where schedule changes or shift rotation occur resulting in one (1) day of rest at the time of the change.

19.04 **Overtime**

Overtime for full-time employees is defined as time worked in excess of an employee's regularly scheduled hours of work.

- 1) Overtime at the rate of one and one-half (1.5) times the employee's regular rate of pay shall be paid on the following basis:
 - a. For the first four (4) hours of work in excess of the employee's regularly scheduled shift on a scheduled day of work; and
 - b. For the first twelve (12) hours on a day of rest.
- 2) Overtime at the rate of two (2) times the employee's regular rate of pay shall be paid on the following basis:
 - a. For all hours in excess of those worked in 1) a. above on a scheduled day of work; and
 - b. For all hours worked in excess twelve (12) hours on a day of rest.

When the needs of the operation require it, employees may be required to work overtime. However, all overtime is voluntary after an employee has worked twelve (12) hours in any shift or forty-eight (48) hours in any week (00:01 Sunday to 24:00 on the following Saturday).

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.

19.05 **Overtime Pay for Employees on a Modified Work Schedule**

This Article applies to Employees on a Modified Work Schedule described as #2, 3 and 4 in Schedule C to this Agreement, who have regularly scheduled overtime hours as part of their regular schedule. Instead of banking or being paid their regularly scheduled overtime at the conclusion of each two (2), four (4) or eight (8) week period, the Company will pay the employee an "overtime allowance" on each pay cheque. The overtime allowance equates to 7.5% of salary. It is based on the total number of

regularly scheduled overtime hours over the course of one year, divided by the twenty-four (24) pay periods in the year, and paid at one and a half times (1 ½ x) the Employee's regular hourly rate. An employee on a leave of absence will not receive this overtime allowance during the period of the leave.

The use of this overtime allowance contemplates that employees will often be paid for their regularly scheduled overtime hours in advance of their having worked those overtime hours. In the event of termination of employment, or a change of schedule, no pay adjustments shall be made based on any difference between the actual hours worked and the overtime allowance paid.

19.06 **Averaging**

The hours worked by employees may be averaged over four (4) weeks or a longer period provided the Union and affected employees are informed of the circumstances and terms of the proposed averaging; and, provided a majority of the affected employees approve of the averaging.

19.07 **Maximum and Minimum**

The hours of work as stated in this Article are not to be construed as a guaranteed minimum of hours to be worked.

ARTICLE 20 SHIFT DIFFERENTIAL, CALL OUT AND STANDBY PAY

20.01 **Shift Differential**

For employees who do not work an averaging schedule, a shift differential of one dollar and seventy-five cents (\$1.75) per hour shall be paid on all hours worked between 1900 hours and 0700 hours.

20.02 **Weekend Differential**

For employees who do not work an averaging schedule, a weekend differential of one dollar and seventy-five cents (\$1.75) per hour shall be paid on all hours worked between 00:01 on Saturday to 24:00 on Sunday.

20.03 **Call-Out Guarantee**

A minimum of four (4) hours pay at the employee's regular hourly rate 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.

In the event that an employee is contacted by, or at the direction of, management to trouble-shoot an issue at or for the facility and this work may be completed over the phone, the employee will be paid for the time spent performing such work in fifteen (15) minute increments. This applies to employees who are contacted while off-shift and after leaving the premises, or while employees are scheduled to be on-call for a standby duty assignment.

20.04 **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 hour at the rate of one and one-half (1.5) times the employee's regular rate of pay for each period of assigned standby.

20.05 There shall only be one premium paid per hour worked. This includes overtime pay. In a case where more than one premium applies, the employee shall receive the highest premium.

ARTICLE 21 MEAL BREAKS/REST PERIODS

21.01 Employees on eight (8), ten (10) and twelve (12) hour shifts shall receive two (2) fifteen (15) minute rest periods and a thirty (30) minute paid meal break, during which times the employee will remain at the Company's disposal.

21.02 Meal breaks and rest periods shall be taken by employees as operations permit.

ARTICLE 22 ABSENCE FROM DUTY

22.01 No employee shall absent himself/herself from the Company's premises during their scheduled hours of work except with the approval of a manager.

ARTICLE 23 GENERAL HOLIDAYS

23.01 The following shall be recognized as statutory holidays with pay at regular straight time hourly rates:

New Year's Day
Louis Riel Day
Good Friday
Victoria Day
Canada Day
August Civic Day

Labour Day
National Day for Truth and Reconciliation
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

23.02 In addition to pay for the holiday, an employee required to work on the statutory holiday will be paid not less than one and one-half times (1½ x) his/her regular hourly rate of pay for all hours worked on that day.

23.03 **General/Statutory Pay for Modified Work Week Schedules**

Employees working a Modified Work Week Schedule or whose work is averaged over multiple weeks as described in Article 19.06 shall receive overtime at the rate of one and a half times (1 ½ x) their regular rate of pay for all hours worked on a general holiday.

Employees on a Modified Work Week Schedule will also receive eight (8) hours per general holiday which will be placed in the employee's "statutory holiday bank" for use by the employee as paid time off. Each hour of paid leave will be paid at the employee's regular rate of pay.

In the event that an employee has any unused hours in his/her statutory holiday bank as of December 1st in each year, that sum shall be paid out to the employee prior to the end of the calendar year.

ARTICLE 24 VACATIONS

24.01 Vacation is to be taken at times mutually agreed upon between the Company and the employee. Vacation entitlement is earned monthly and based on standard hours worked. It is intended that employees use their vacation time during the year in which it is earned. Vacation will be paid at an employee's regular rate of pay.

Vacation time may be carried over with the approval of the Company.

24.02 **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. During the employee's first year of service, the employee shall earn vacation on a pro-rated basis, based on the number of months worked in that calendar year.

- b) Employees who have completed seven (7) years of service shall in the years of service subsequent to the seventh (7th) 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 (15th) anniversary date of employment earn vacation at the rate of five (5) weeks per year.

24.03 **Vacation Pay on Overtime Worked and Premiums Paid**

In addition to the above Vacation Entitlement, employees will earn vacation pay on overtime worked and premiums paid at the same rate as their vacation accrual rate up to a maximum of eight percent (8%).

24.04 **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.

24.05 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 25 BENEFIT PLANS

25.01 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.

In the event that the Company ceases to provide any Health and Dental Benefit coverage, the Company will pay each employee, on a monthly basis, an amount equal to the Company's cost of that employee's premiums that is in effect as of January 1st in the year in which the coverage is cancelled, for the duration of the collective agreement.

25.02

Sick Leave

In the case of sickness or disability, all **active** employees shall be entitled to benefits as follows, **subject to the additional terms and conditions outlined in Schedule D of this agreement:**

- 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.
- d) When sick leave allowance payments have expired, an employee may be granted leave of absence without pay as provided for in Article 27.
- 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 **fully participate in the process by responding to any requests made to establish entitlement to benefits, and to** 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.

25.03

Extended Sick Leave

In the case of sickness or disability, employees are eligible to apply for sick leave and extended sick leave benefits as follows, subject to the additional terms and conditions outlined in Schedule D of this agreement:

- a) Employees shall be eligible to apply for extended sick leave benefits so as to provide benefits in the amount of 66.67% of his/her regular earnings, for:
 - (i) the period of absence due to sickness in excess of **five (5) consecutive working days (or the equivalent of one (1) week for employees on modified work schedules)**; 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 **five (5) consecutive working days (or the equivalent of one (1) week for employees on modified work schedules)**.
- b) Maximum benefit payable in any one illness shall be for sixteen (16) weeks or for one hundred and **twelve** (112) calendar days.
- c) Benefits under this plan shall be reinstated immediately on return of an employee to work following an illness.
- d) The regular rate of pay, which an employee is receiving at time of illness, shall be used in determining benefits under this Plan.
- e) All applicants for benefits under this Plan must **fully participate in the process by responding to any requests made to establish entitlement to benefits, and to** provide, on request of the Company or its designate, medical reports on their condition.
- f) An employee on sick and/or extended sick leave shall only accumulate vacation credits for the first two (2) months of sick leave.
- g) Benefits under this Plan shall not apply to any employee receiving compensation under The Workers' Compensation Act

ARTICLE 26 PENSION PLAN

26.01 All Regular Full-Time and Regular Part-Time employees shall, as a condition of employment, participate in a defined contribution pension plan maintained by the Company. These eligible employees shall be enrolled in the plan on the first day of the month following completion of ninety (90) day service period.

Participating employees will each contribute five percent (5%) of earnings to the plan. The Company will contribute six percent (6%) of an employee's earnings to the plan.

"Earnings" as used in this clause shall mean the regular remuneration paid by the Company, excluding overtime, shift differential, pay in lieu of vacation and bonus or incentive pay.

ARTICLE 27 LEAVES OF ABSENCE

27.01 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.

27.02 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.
- d) Employees on Maternity/Adoption/Parental Leave shall be entitled to participate in Viterra's Maternity/Adoption/Parental Leave – Top Up Plan.

27.03 **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 27.04. 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.

27.04 **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 three (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.

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

27.06 **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.

27.07 **Union Leave (Conventions/ Conference/ Education/**
Negotiations)

- a) The Company shall provide leave of absence **with** pay for three (3) bargaining unit employees for attending negotiations. The Company shall bill the Union for **all** costs within thirty (30) calendar days of its occurrence.
- 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.

27.08 **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.

27.09 **Bereavement Leave**

Leave of absence with pay up to three (3) non-consecutive 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.

27.10

Compassionate Care Leave

Employees shall be entitled to an unpaid leave of absence for compassionate care leave. A leave of absence may be provided for up to twenty-eight (28) weeks within a fifty-two (52) week period to provide care or support to a family member of the employee if a health care practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks. The leave may be broken up but must be taken in minimum blocks of one (1) week. The employee will return to his/her former position, or an equivalent position, provided the leave does not extend beyond twenty-eight (28) weeks. Benefit coverage and pension contributions will continue during the leave, provided the employee contributions in place prior to the leave are maintained. A family member of the employee is a spouse or common-law spouse; a child of the employee, of the employee's spouse or common-law spouse; a parent of the employee, of the employee's spouse, or common-law spouse; brother; sister; grandparent; grandchild; in-law; aunt; uncle; niece; nephew; foster parent; foster child; ward; guardian; or a gravely ill person who considers the employee to be like family.

ARTICLE 28 WORKERS' COMPENSATION

28.01 In all cases of temporary total disability, as defined by the Worker's Compensation Board in its administration of *The Workers' Compensation Act*, 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. The employee will also continue to be eligible for benefits while he/she is receiving full compensation from the Board.

28.02 An employee on Workers' Compensation shall only accumulate vacation credits for the first two (2) months.

28.03 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 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 and the employee's physician. The employee will continue to receive benefits of the Article during the return to work plan.

ARTICLE 29 TRADES TRAINING LEAVE OF ABSENCE AND ALLOWANCE

29.01 Subject to successful registration of this plan with Service Canada, the Company agrees to pay employees who are on a leave of absence to attend trades training a Supplemental Employment Benefit (SEB) allowance. The SEB allowance, together with Employment Insurance benefits received, shall equal ninety-five percent (95%) of the employee's normal weekly earnings, less overtime and other premium payments.

Payment will be made only for those apprenticeships and/or training arrangements approved by the Company. The Company shall determine the required amount of trade certified employees based on business/service demands.

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

- a) SEB benefits will be payable only to those employees who are eligible for and are in receipt of Employment Insurance benefits in each week of leave. A week of leave shall mean a period of seven (7) consecutive days commencing on and including Sunday.
- b) An employee must apply to the Company and provide the necessary proof of eligibility for SEB in a manner acceptable to the Company. Approval shall be at the sole discretion of the Company.
- c) The benefit level paid under this plan is set at ninety-five percent (95%) 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.
- d) The payment of top-up to employees on leave will be made by the Company on a "pay-as-you-go" basis separate from the regular payroll.
- e) Requests for a leave of absence to attend trades training and requests for the trades training allowance shall be submitted in writing by the employee to appropriate management personnel.
- f) In the event an employee has made arrangements for approved course attendance and a layoff is invoked the employee will be entitled to benefits under this provision subject to the conditions referred to above.

- g) An employee shall not be entitled to SEB if he/she is receiving sickness and accident indemnity payments under the Company plan or Workers' Compensation.
- h) Employees who receive payments under these provisions and do not successfully complete that session's trades training shall be required to repay the Company through regular payroll deductions over the six (6) months following their return to work.
- i) Employees who receive payments under these provisions and voluntarily leave the Company shall be required to pay the Company an amount equal to their training allowance less \$2,500 for each six months of employment since the training.
- j) 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 30 HEALTH & SAFETY

30.01 The Company agrees to make all necessary provisions for the protection, safety and health of the Employees.

The Company, the Union and all Employees will make every effort to comply with the *Canada Labour Code* Part 2.

30.02 The Company shall establish a Health & Safety Committee which shall meet ten (10) times per year, during the regular working hours of the Facility, and which shall conduct workplace inspections of the Company's operations prior to each meeting. The committee shall be comprised of an equal number of members chosen by the Union and by the Company, specifically, a minimum of two (2) members chosen by the Union (including one Co-Chairperson) and two (2) members chosen by the Company (including one Co-Chairperson). A full-time Union Representative and/or guests may also attend these meetings from time to time, if mutually agreed by the members of the Committee, but these individuals shall have no vote in any proceedings of the Committee. Minutes of all meetings that occur shall be kept and a copy shall be given to each member of the committee and a copy shall be posted on the bulletin board for all employees to see within seven (7) calendar days of the meeting taking place.

30.03 The Company shall determine site requirements regarding first aid training. The Company shall coordinate and pay the costs of any employee who completes a Company-approved first aid course.

30.04 In the event that an employee has a concern with any safety matter on the plant site, they are encouraged to bring the issue to the attention of management or a member of the Health & Safety Committee for review and follow-up through the Health & Safety Committee.

ARTICLE 31 UNIFORMS & PROTECTIVE GEAR

31.01 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 voucher on an annual basis.

The maximum value of the voucher **shall be two hundred and seventy-five dollars (\$275.00) per year.**

31.02 The Company will provide employees with all Personal Protective Equipment that is necessary to safely perform their work, including items such as hard hats, hearing protection and fall protection equipment. Protective clothing will also be provided when it is necessary, including items such as coveralls, winter wear, work gloves and high visibility vest/clothing.

31.03 Approved safety glasses must be worn when and where designated by the Company. Safety glasses must be purchased from an approved eye care professional, as authorized by the employee's first-in-line out-of-scope manager. The Company will pay for one pair of safety lenses and frames every two (2) years for Regular Full-time Employees who are required to wear safety glasses. The Employee is responsible for the payment of eye exams and diagnostic fees to the extent that coverage is not available under the Employee's benefit plan.

ARTICLE 32 PART-TIME EMPLOYEES

32.01 Seniority for part-time employees will be calculated on the basis of eight (8) hours of work equaling one day service and shall, on completion of the probationary period, be counted from date of commencement.

32.02 Sick-leave entitlement for part-time employees will be earned on the basis of one and one-quarter (1¼) day's entitlement (ten (10) hours) for each one hundred and seventy-three (173) hours worked after achieving part-time status and will be available to the employee to maintain income for any scheduled work lost due to illness or injury, **except for scheduled work lost due to a workplace illness or injury that is covered by any workers' compensation legislation.**

32.03 Part-time employees will pay Union dues in accordance with the provisions herein.

32.04 Upon completion of ninety (90) working days, a part-time employee working at least fifteen (15) hours per week (averaged over the shift cycle), shall have access to the benefit plans referenced in Article 25 - Benefit Plans.

32.05 Part-time employees will not contribute to the pension plan until completion of ninety (90) days of service and shall be enrolled on the first of the month following the completion of the ninety (90) day service period referenced in Article 26 - Pension Plan.

ARTICLE 33 SCALE OF WAGES/SALARIES, JOB TITLES, WORK STREAMS, SALARY GRADES AND SALARY RANGES

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

33.02 The Company shall notify the Union of any new positions being introduced to the bargaining unit and any substantially changed job descriptions. The salary range 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.

33.03 Implementation of Salary Schedule A

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

ARTICLE 34 EFFECTIVE DATES, EXPIRATION AND RENEWAL

34.01 Except for Article 33 and Schedule A which shall be effective from January 1, **2022**, this Agreement shall be effective from the date that is thirty (30) days after the date of ratification and shall be valid until the December 31, **2024**, and thereafter from year to year unless a written notice is given by either party within the period of **six (6)** 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.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT.

SIGNED THIS DAY OF , 2022.

FOR THE UNION:

FOR THE EMPLOYER:

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 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. The Company reserves the right to add to, delete, change or terminate these plans at any time for any reason, and such actions shall not be subject to the grievance procedure.

VITERRA CANADA INC. COMPENSATION STRUCTURE – Effective January 1, 2022

(Any necessary compensation adjustments required by a change to the salary range will be made as part of the merit pay process and effective as of January 1, 2022.)

Grade	Work Stream	Job Title	Salary Range - Minimum	Salary Range - Maximum
01	Operations - Canola	Grain Receiver	\$35,407	\$49,177
02	Operations - Canola	Rail Load-Out Assistant	\$42,333	\$61,797
		QA Technician	\$42,333	\$61,797
	Logistics/Supply Chain	Purchaser	\$45,036	\$65,742
03	Logistics/Supply Chain	Procurement Coordinator	\$53,049	\$81,468
		Maintenance Coordinator	\$53,049	\$81,468
	Operations - Canola	Grain Originator & Logistics Coordinator	\$50,440	\$77,461
		Rail Load-Out Lead Hand	\$50,440	\$77,461
		Process Operator	\$50,440	\$77,461

		Lead Hand Process Operator (see "Note" below)	\$50,440	\$77,461
	Trades/Professional - Canola	Millwright Apprentice	\$55,658	\$85,474
04	Operations - Canola	Production Supervisor	\$62,894	\$101,718
	Trades/Professional - Canola	Electrician	\$65,830	\$106,465
		Maintenance Planner	\$65,830	\$106,465
		Millwright	\$65,830	\$106,465
		Power Engineer	\$65,830	\$106,465

Note Re: Salary for Lead Hand Process Operator - If a Process Operator is promoted to this position, they will receive a salary increase at the time of appointment, in an amount solely at the discretion of the Company, and subject to the minimum and maximum of the salary range, the salary increase shall be a minimum increase of five thousand (\$5,000) dollars per annum.

The following adjustments will be made to compensation:

1. 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 two point **seven** five percent (**2.75%**). 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.
2. Effective January 1, **2023**, 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 **two point five** percent (**2.50%**). 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, **2024**, 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 **two point five** percent (**2.50%**). 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. Notwithstanding anything contained in this agreement, the payments referred to under paragraphs 1, 2 and 3 will be distributed to all eligible employees and will be based on demonstrated performance and position in their respective salary range.

Change to Salary Range Minimums and Maximums During Term of Collective Agreement:

In the event that the Company conducts a market review of salaries prior to the expiry of the Collective Agreement, the Company may amend the Salary Range minimums and maximums, subject to the following terms and conditions:

- (i) Any amendments to the Salary Range minimums and maximums shall be increases only, not decreases, although it is understood that the minimums and maximums of some positions will remain the same.**
- (ii) The Salary Range minimums and maximums within a Work Stream will usually increase by a consistent percentage amount, however, given that any increases will continue to be a reflection of the market, not all of the Work Streams will increase by the same percentage amount.**
- (iii) The Company shall notify the Union of its intention to amend the Salary Range minimums and maximums by February 1 of the year in which the amendment will become effective. At the same time as providing that notice, the Company will provide the Union with the market zone that has been determined for each Grade/Work Stream that is subject to a Salary Range adjustment.**

SCHEDULE B

The only provisions of this Agreement applying to temporary and casual employees are outlined in this Schedule B.

1. Article 7 – Deduction of Union Dues
2. Temporary employees shall be paid within the range according to their salary grade and work stream. Payment above these minimums shall be at the discretion of the Company.
3. A temporary employee as defined in Article 2.03 who is appointed to a Regular Full-Time or Part-Time position as defined in Articles 2.01 and 2.02 shall have his/her seniority recognized from the date the employee was first hired provided that there is no interruption of service.
4. Temporary employees shall be eligible to participate in the Company's benefit plan provided their term is initially scheduled to be one year or at the point the term actually exceeds one year.
5. All other entitlements will be in accordance with the *Canada Labour Code*.

SCHEDULE C

The following schedules may be implemented by the Company in accordance with Article 19.02:

1. Four (4) shifts of ten (10) hours each per one (1) week period.
2. Seven (7) shifts of twelve (12) hours each per two (2) week period. (Includes four (4) overtime hours).
3. Fourteen (14) shifts of twelve (12) hours each per four (4) week period. (Includes eight (8) overtime hours).
4. Twenty-eight (28) shifts of twelve (12) hours each per eight (8) week period. (Includes sixteen (16) overtime hours.)

“SCHEDULE D”

Employee Requirements for Sick Leave and Extended Sick Leave

To be approved for Sick Leave or Extended Sick Leave benefits, the following is required:

- An employee is required to notify their manager of their absence with as much advance notice as possible, or at minimum, prior to their scheduled start time. If applicable, they must also notify their manager as soon as they are aware that their absence may continue beyond five (5) days (or the equivalent of one (1) week for those on a modified work schedule) at which time an application form will be provided to the employee.
- Employees must fully participate in the process, which includes timely communication with the Provider (the third-party disability management provider contracted by the Company), their manager and Human Resources, providing the requested documentation by the deadlines outlined, and responding to any other requests made to establish entitlement to benefits.
- Employees' absences must be supported by medical information provided by the employee's medical practitioner and approved by the Provider. This information must explain how the illness or injury causes restrictions or lack of ability, such that they are prevented from performing the essential duties of their own occupation.
- Employees must continuously meet the definition of “Totally Disabled” during the applicable period to receive benefit payments. “Totally Disabled” refers to a degree of restriction or lack of ability due to an illness or injury which prevents employees from performing the essential duties of their own occupation or any modified duties as offered by the Company.
- Employees must be participating in regular, ongoing treatment under the care of a physician, appropriate for their disabling condition during their absence.

Employees are responsible for the costs related to providing the initial “Attending Physician's Report” (and follow-up inquiries to establish initial eligibility for sick leave or short-term disability). The Company will reimburse employees for the costs of obtaining any additional medical information required by the Company, to a maximum amount of one hundred (\$100) dollars per report. The Company may require employees to submit to a medical, psychological, functional, educational and/or vocational examination or evaluation by an examiner selected by the Provider and the Company will bear the cost of that examination or evaluation.

The above-mentioned requirements must be met in a timely manner to receive sick leave and extended sick leave benefit payments. Failure to meet these terms could result in discontinuation of benefit payments, repayment of any benefits paid since the absence commenced, and/or termination for an unauthorized leave of absence. In such cases, the employee may be required to return to work immediately, or, in limited circumstances and upon request, an employee may be eligible for an unpaid leave of absence until sufficient medical information is submitted to support the absence. Employees on an unpaid leave of absence are required to pay the full cost of their benefit premiums.

Payment of Benefits

The Sick Leave Program is self-insured by the Company. This means that the Company will continue to pay all or a portion of an eligible employee's salary during an approved period of sick leave or extended sick leave. In any event, the Company has the right to make the final decision, in its sole and unrestricted discretion, on the approval of Sick Leave or Extended Sick Leave benefits and the duration of payment for that claim.

If accrued sick leave hours are not sufficient to cover the first five (5) consecutive working days (or the equivalent of one (1) week for an employee on a modified work schedule), the employee may be granted a leave of absence with pay (e.g., vacation or other paid leave where applicable) or without pay.

Sick leave payments are a continuation of regular earnings and are subject to standard deductions for income tax, Canada Pension Plan, Quebec Pension Plan, Employment Insurance, Quebec Parental Insurance Plan premiums, benefit premiums, etc.

Exclusions

Sick leave and extended sick leave benefits will not be paid in the following circumstances:

- An employee is not complying with the program requirements as determined by the Company and the Provider.
- During a temporary layoff or other unpaid leave of absence, except maternity and parental leaves, where legislated, when the date of disability is after commencement of such leave.
- Should an illness or injury occur when an employee: has been involved in an illegal activity for which they have been charged and convicted; while operating a motor vehicle under the influence of any intoxicant, including alcohol; has committed or attempted to commit an assault or criminal

offence; or has been incarcerated in a prison, correctional facility, or mental institution, by order of authority of a criminal court.

- During a leave for elective cosmetic procedures or medical or surgical care which is not medically necessary.
- After the date on which benefits have been paid up to the maximum benefit duration.
- For absences due to self-inflicted injuries, unless medical evidence establishes that the injuries are related to a mental illness.
- An illness or injury that is covered by any workers' compensation legislation.

Limitations

Employees are required to apply for the following coverage if reasonably applicable, and benefit payments will be reduced by any disability and retirement income that an employee receives from:

- Damages for or settlements in respect to lost earnings recovered from or paid by a third party. This includes any motor vehicle accident insurance plan or policy that is first payer.
- Another group insurance policy.
- A retirement income plan providing income that becomes payable once the employee is no longer actively at work.
- Any applicable government or other first payer plan or policy not mentioned.

Subrogation

Employees are required to apply for all reasonably applicable first payer coverage that may be available and are required to notify the Company of this availability. In the event that any coverage or payments from any other party is available, employees will be required to execute any action necessary to obtain such coverage and/or payments. The Company has the right to require application to any other applicable coverage prior to payment of Sick Leave or Extended Sick Leave benefits. Employees must provide written proof of their application, the results of their application and the reason for the decision, if requested.

Employees will be required to sign a subrogation agreement in the event they choose to apply for Sick Leave and Extended Sick Leave benefits during their absence in which they agree to provide any amounts received from a first payer to

the Company. If employees sign the subrogation agreement and are approved for benefits, the Company will provide such benefits.

Recurring Illness

If an employee returns to active regular duties and full hours but then subsequently becomes ill due to the same or related causes within three (3) weeks of returning to work, the absence will be considered a recurrence and continuation of the first sick leave claim. Benefits will be provided until the maximum duration of one hundred and nineteen (119) calendar days has been reached.

If an employee returns to active regular duties and full hours for a minimum of one (1) day and subsequently becomes ill with a condition that is unrelated to the cause of their first sick leave, the subsequent illness will be considered a new disability and they will be eligible for a new period of Sick Leave and Extended Sick Leave benefits.

Appeals

If an employee's application for sick leave or extended sick leave benefits is declined and they wish to appeal, the following timelines apply:

- Intent to appeal must be submitted to the Provider within fourteen (14) calendar days from the date of the letter of decline.
- New medical information must be submitted to the Provider within thirty (30) calendar days from the date of the letter of decline.

A sick leave or extended sick leave claim decision may be appealed a maximum of two (2) times. The Provider will give employees written notice of related deadlines and instructions for the appeal process.

Other Procedures

Employees who have had several multi-day absences or have a history of frequent absences which may result from a medical condition may be referred to the Provider. The Provider will review and determine whether there is a medical condition impacting the employee's ability to attend work on a regular basis and to provide assistance and support in improving attendance with or without accommodation. Employees may be required to submit specific medical documentation to the Provider for a specified period of months for subsequent absences.

All sick leave absences (including single day absences) must be recorded and approved through applicable time recording procedures.