

## **FINAL OFFER – November 17, 2023**

**Collective Bargaining Agreements Between:**

**VITERRA CANADA INC.**

(hereinafter referred to as “the Company”)

**and**

**GRAIN AND GENERAL SERVICES UNION (ILWU • Canada)**

(hereinafter referred to as “the Union”)

**Covering:**

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

**and**

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

**Presented Verbally on November 15, 2023**

**This Final Offer references only those articles (or paragraphs/sub-paragraphs within those articles) where revisions are made. Viterra’s Final Offer consists of all current articles in the collective bargaining agreements for Country Operations and Maintenance and the Regina Office, and the changes set out in this document.**

***Except where otherwise indicated, the amendments apply to both the Country Operations and Maintenance bargaining unit (Local 1) and the Regina Office bargaining unit (Local 2).***

### ***Legend:***

For text in the collective bargaining agreements:

Added language appears in **blue bolded font**.

Deleted language appears in **red font** with a strikethrough: ~~this~~.

Explanatory notes/background are in **highlighted italics**.

### **Cover Page: Amend Company Name**

Amend the name of the Company on the Cover Page, from “*Viterra Inc.*” to “***Viterra Canada Inc.***”

### **Articles 1.10, 1.11, 1.12 (Article 1 - Scope & Definition)**

Amend the name of the Company in Article 1, from “*Viterra Inc.*” to “***Viterra Canada Inc.***”

1.10 Salary Range - ~~shall mean~~ **refers to** the range of salaries **to be paid to** ~~established to pay~~ employees performing a particular **job**. Each salary range has a minimum, ~~job rate range~~**market zone**, and maximum wage/salary.

1.11 Market Zone – **represents the competitive value for jobs in the market where we operate.** ~~Job Rate Range – represents the competitive market value based on the best representation of base pay in the market in which we operate.~~

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

### **Article 6 – Grievances**

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

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### **Article 8 – Benefit Plans**

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#### **8.2 Sick Leave**

In the case of sickness or disability, all employees shall be entitled to benefits as follows, **subject to the additional terms and conditions outlined in Appendix A 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, **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.

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- 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.~~
- e) 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.**
- f) An employee on sick leave shall only accumulate vacation credits for the first two (2) months of sick leave.
- g) Sickness and disability allowance payments under this Plan will not apply to any employees receiving compensation under The Workers' Compensation Act, 2013.
- h) **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.**

### 8.3 Extended Sick Leave

**In the case of total 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 Appendix A 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 **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 8.2, in circumstances where the use of sick leave credits in Article 8.2 exceeds **one calendar week**.

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## **Article 10 – Health & Safety**

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10.4 **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 (\$225.00) 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 \$225.00 per year) by submitting proof of purchase and following the Company's prescribed processes for an expense claim.**

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*Note: The parties had a shared understanding that the addition of this language is symbolic and not intended to expand employee rights under the collective agreement:*

10.2 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.**

## **Article 12 – Seniority**

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

- a) Retires;
- b) Resigns;
- c) Is terminated in accordance with Articles 12.13 and/or 12.14;
- 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 13 – Leaves of Absence**

### **13.1 General Leave of Absence**

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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.** An employee on general leave **does not** earn vacation **credits**, but shall retain the seniority, sick leave credits, and vacation credits earned prior to commencing leave of absence.

...

### **13.2 Maternity/Adoption/Parental Leave**

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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.** ~~First two (2) months of the leave.~~

...

### **13.3 Pressing Necessity Leave**

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

### **13.4 Bereavement Leave**

Leave of absence **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**

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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.

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*Note: The parties had a shared understanding that the criteria set out in Article 13.9(b) of Personal Family Leave, will be met if the employee requires a leave of absence as a result of a weather-related road closure that prevents their attendance at work:*

### 13.9 Personal Family Leave

- 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.

## Article 18 – Hours of Work and Overtime

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

...

### 18.4 2)

...

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

*The following amendment applies to **Article 18.5** (Regina Office collective agreement) and **Article 18.6** (Country Operations & Maintenance collective agreement):*

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, **however, when an**

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employee's regularly scheduled hours of work for the week are reduced by the Company, the employee will be paid as if they had worked the regular hours scheduled.

### **Article 21 – Vacations**

*Note: The parties had a shared understanding that vacation entitlement is accrued monthly (based on standard hours worked) and that employees will begin to accrue at the next vacation levels (4 weeks and 5 weeks) in the month of their 6<sup>th</sup> and 14<sup>th</sup> anniversary dates, respectively:*

#### 21.2 Vacation Entitlement

- 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 (6<sup>th</sup>)** 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 (14<sup>th</sup>)** anniversary date of employment earn vacation at the rate of five (5) weeks per year.
- d) Any employee who was earning six (6) weeks of vacation per year as of February 1, 2008 will continue to earn six (6) weeks of vacation per year.

### **Article 22 – General Holidays**

#### Article 22.1

**“National Day for Truth and Reconciliation”** (added to the list of General Holidays).

### **Article 27 Effective Date and Duration of Agreement**

*Effective Date and Duration:* **4-year term, effective from the 1<sup>st</sup> day of November 2022 to the 31<sup>st</sup> of October 2026.**

*Note: in terms of the “effective date” for all amendments to the collective agreement, the language of Article 27 shall continue to apply:*

The amendments to the Collective Agreement, unless otherwise agreed, are effective upon the date of ratification by the parties.

**ARTICLE 25 – SCALE OF WAGES/SALARIES, JOB TITLES, ~~WORK STREAMS~~, SALARY GRADES AND SALARY RANGES**

- 25.1 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.
- 25.2 The Company shall notify the Union of any new positions being introduced to the bargaining unit and any substantially changed job descriptions. The ~~work stream and~~ salary grade for new or revised positions shall be subject to negotiations between the parties and negotiations shall commence respecting the new position within ten (10) calendar days.
- 25.3 Implementation of Salary Schedule A

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

**SCHEDULE A**

**Background Note:** Each collective agreement includes two salary schedules: one for 2023 (effective January 1, 2023), and another that becomes effective on January 1, 2024. Any compensation adjustments required to comply with the amended salary ranges will be made as part of the usual merit pay process, but effective as of January 1, 2023, or January 1, 2024, as the case may be.

Individual salary increases will continue to be based on each employee's demonstrated performance for the previous fiscal year and position in their respective salary range. New to this collective agreement is a designated minimum salary increase for individual employees, provided they achieve a "Solid" rating in their annual performance review. The following table outlines the minimum "Aggregate Salary Increase" for the bargaining unit, along with the designated "Minimum Salary Increase" for individual employees who receive a "Solid" performance rating:

DATE	Aggregate Salary Increase for bargaining unit	Minimum Salary Increase (for "Solid" employees)
January 1, 2023	4.25 %	2.15%
January 1, 2024	3.25%	1.65%
January 1, 2025	2.5%	1.25%
January 1, 2026	2.5%	1.25%



**SCHEDULE A**

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

In the event of job reclassification, employees will be moved into the appropriate salary grade and work stream and will be paid in accordance with the corresponding salary range. In cases where employees are being paid a wage/salary below that of the new salary range, they shall be brought up to the minimum of the new salary range. In cases where employees are being paid a wage/salary above that of the new salary range, their salary shall be red circled until such time as their wage/salary is within the salary range, however, they will be provided with a lump sum payment in lieu of their annual wage/salary increase.

The Company reserves the right to implement employee retention programs, share purchase programs, incentive plans and market supplement programs in its sole and absolute discretion.

## Country Operations & Maintenance Collective Bargaining Agreement

### VITERRA COMPENSATION STRUCTURE– Effective January 1, 2023

(Any required compensation adjustments will be made as part of the merit pay process and effective as of January 1, 2023).

Work Stream	Job Title	Effective January 1, 2023		
		Grade	Minimum	Maximum
Administrative Support/Office Services Work Stream	Co-Op Student	1	\$38,202	\$54,000
	Facility Sales & Admin	1	\$38,202	\$54,000
	Administrative Assistant	2	\$44,585	\$65,084
Grain Marketing Work Stream	Customer Account Representative Trainee	3	\$59,136	\$90,816
	Customer Account Representative I	3	\$59,136	\$90,816
	Customer Account Representative II	4	\$67,507	\$109,178
Information Technology Work Stream	Database Programmer Analyst	4	\$63,733	\$103,075
Logistics & Supply Chain Work Stream	Grain Logistics Coordinator	3	\$53,049	\$81,467
Operations Work Stream	Seasonal Operations Worker	1	\$32,146	\$44,648
	Facility Assistant I	2	\$39,631	\$57,852
	Facility Assistant II	3	\$48,266	\$75,000
	Grader	3	\$48,266	\$75,000
	Asset Protection Trainer	4	\$61,217	\$99,006
	Assistant Manager	4	\$61,217	\$99,006
	Facility Operations Manager, Trainee	4	\$61,217	\$99,006
	Quality Assurance Coordinator	4	\$61,217	\$99,006
	Manager, Customer Service	5	\$75,246	\$127,632
Trades/Professional Work Stream	Maintenance Technician	3	\$55,658	\$85,474
	Automation Technician	3	\$55,658	\$85,474
	Maintenance Journeyperson	4	\$65,830	\$106,465
	Automation Specialist	4	\$65,830	\$106,465
	Maintenance Supervisor	5	\$78,517	\$133,181
	Electrical Supervisor	5	\$78,517	\$133,181
	Automation Analyst	5	\$78,517	\$133,181

**Note:** The “Facility Sales and Admin” position remains classified as a Grade 1 position until January 1, 2024. As part of the merit pay process for January 1, 2023, employees in the “Facility Sales and Admin” position will receive a salary increase that places them at or above the minimum of the Grade 2 salary range within the Administrative Support/Office Services Work Stream.

**Country Operations & Maintenance Collective Bargaining Agreement**  
**(cont.)**

**VITERRA COMPENSATION STRUCTURE– Effective January 1, 2024**

(Any required compensation adjustments will be made as part of the merit pay process and effective as of **January 1, 2024**).

Salary Range		
Grade	Minimum	Maximum
1	\$35,266	\$52,898
2	\$43,617	\$65,425
3	\$50,574	\$84,289
4	\$62,548	\$104,246
5	\$72,201	\$134,086

a	\$51,014	\$85,024
b	\$65,177	\$108,628

Salary Range - Trades/Professional		
Grade	Minimum	Maximum
1T	\$38,792	\$58,188
2T	\$47,978	\$71,967
3T	\$55,631	\$92,717
4T	\$68,803	\$114,671
5T	\$79,421	\$147,495

**Note:** The Salary Ranges 1T through 5T (Trades/Professional work stream) are approximately 10% higher than the Salary Ranges for the corresponding Grades 1 to 5. This is a temporary increase intended to meet the demands of recruitment and retention challenges as a result of a shortage of skilled workers in these roles. As a temporary measure, these salary ranges will be reduced to the same level of ranges that apply to the other positions (Grades 1 through 5), excluding those in the Grain Marketing work stream (Grades a and b), effective on the expiry date of this Collective Agreement.

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**Country Operations/Maintenance**

<b>Job Title</b>	<b>Grade</b>
Co-Op Student	1
Seasonal Operations Worker	1
Administrative Assistant	2
Facility Assistant I	2
Facility Sales & Admin	2
Automation Technician	3T
Facility Assistant II	3
Grader	3
Grain Logistics Coordinator	3
Maintenance Technician	3T
Asset Protection Trainer	4
Assistant Manager	4
Automation Specialist	4T
Database Programmer Analyst	4
Facility Operations Manager, Trainee	4
Maintenance Journeyperson	4T
Quality Assurance Coordinator	4
Automation Analyst	5T
Electrical Supervisor	5T
Maintenance Supervisor	5T
Manager, Customer Service	5
Customer Account Representative I	a
Customer Account Representative Trainee	a
Customer Account Representative II	b

## Regina Office Collective Bargaining Agreement

### VITERRA COMPENSATION STRUCTURE– Effective January 1, 2023

(Any required compensation adjustments will be made as part of the merit pay process and effective as of January 1, 2023).

Work Stream	Job Title	Effective January 1, 2023		
		Grade	Minimum	Maximum
Administrative Support/Office Services Work Stream	Co-Op Student	1	\$38,202	\$54,000
	Receptionist	1	\$38,202	\$54,000
	Administrative Assistant	2	\$44,585	\$65,084
	Maintenance Services Administrator	3	\$52,179	\$80,132
Finance Work Stream	Accounting Clerk	2	\$43,684	\$64,000
	Country Support and Grain Risk Administrator	2	\$43,684	\$64,000
	Treasury Operations Analyst	3	\$52,614	\$80,800
	Credit and Grain Risk Analyst	3	\$52,614	\$80,800
	Accountant Trainee	3	\$52,614	\$80,800
	Accounts Payable Analyst	3	\$52,614	\$80,800
Information Technology Work Stream	Accountant	3	\$52,614	\$80,800
	Service Desk Agent	3	\$53,484	\$82,136
	IT Application Analyst	3	\$53,484	\$82,136
	Business Intelligence Specialist	4	\$63,733	\$103,075
	Database Analyst	4	\$63,733	\$103,075
	IT Business Specialist	4	\$63,733	\$103,075
Logistics/Supply Chain Work Stream	IT Specialist, Infrastructure	4	\$63,733	\$103,075
	IT Application Specialist	4	\$63,733	\$103,075
	Administration & Logistics Coordinator	2	\$45,036	\$65,742
	Container Logistics Coordinator	3	\$53,049	\$81,467
	Trade Execution Coordinator	3	\$53,049	\$81,467
	Truck Logistics Coordinator	3	\$53,049	\$81,467
	Rail Logistics Coordinator	3	\$53,049	\$81,467
	Multi Modal Logistics Coordinator	3	\$53,049	\$81,467
	Contract Coordinator	3	\$53,049	\$81,467
Operations Work Stream	Agribusiness Associate	3	\$53,049	\$81,467
	Transportation Reporting Specialist	4	\$62,056	\$100,362
	Procurement Specialist	4	\$62,056	\$100,362
	Lab Assistant	1	\$32,146	\$44,648
Trades/Professional Work Stream	Grain Inspector	2	\$39,631	\$57,852
	Senior Grain Inspector	3	\$48,266	\$75,000
	Quality Control Coordinator	4	\$61,217	\$99,006
Legal/Corporate Affairs	Building Operator	3	\$55,658	\$85,474
	Maintenance Systems Specialist	4	\$65,830	\$106,465
	Building Supervisor	4	\$65,830	\$106,465
	Communications and Marketing Coordinator	4	\$61,217	\$99,006

**Regina Office Collective Bargaining Agreement (cont.)**

**VITERRA COMPENSATION STRUCTURE– Effective January 1, 2024**

(Any required compensation adjustments will be made as part of the merit pay process and effective as of January 1, 2024).

Salary Range		
Grade	Minimum	Maximum
1	\$35,266	\$52,898
2	\$43,617	\$65,425
3	\$50,574	\$84,289
4	\$62,548	\$104,246
5	\$72,201	\$134,086

a	\$51,014	\$85,024
b	\$65,177	\$108,628

Salary Range - Trades/Professional		
Grade	Minimum	Maximum
1T	\$38,792	\$58,188
2T	\$47,978	\$71,967
3T	\$55,631	\$92,717
4T	\$68,803	\$114,671
5T	\$79,421	\$147,495

**Note:** The Salary Ranges 1T through 5T (Trades/Professional work stream) are approximately 10% higher than the Salary Ranges for the corresponding Grades 1 to 5. This is a temporary increase intended to meet the demands of recruitment and retention challenges as a result of a shortage of skilled workers in these roles. As a temporary measure, these salary ranges will be reduced to the same level of ranges that apply to the other positions (Grades 1 through 5), excluding those in the Grain Marketing work stream (Grades a and b), effective on the expiry date of this Collective Agreement.

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### Regina Office

Job Title	Grade
Co-Op Student	1
Lab Assistant	1
Receptionist	1
Accounting Clerk	2
Administration & Logistics Coordinator	2
Administrative Assistant	2
Country Support and Grain Risk Administrator	2
Grain Inspector	2
Accountant	3
Accountant Trainee	3
Accounts Payable Analyst	3
Agribusiness Associate	3
Building Operator	3T
Container Logistics Coordinator	3
Contract Coordinator	3
Credit and Grain Risk Analyst	3
IT Application Analyst	3
Maintenance Services Administrator	3
Multi Modal Logistics Coordinator	3
Rail Logistics Coordinator	3
Senior Grain Inspector	3
Service Desk Agent	3
Trade Execution Coordinator	3
Treasury Operations Analyst	3
Truck Logistics Coordinator	3
Building Supervisor	4T
Business Intelligence Specialist	4
Communications and Marketing Coordinator	4
Database Analyst	4
IT Application Specialist	4
IT Business Specialist	4
IT Specialist, Infrastructure	4
Maintenance Systems Specialist	4T
Procurement Specialist	4
Quality Control Coordinator	4
Transportation Reporting Specialist	4

**SCHEDULE A cont. (for both Collective Bargaining Agreements):**

The following adjustments will be made to compensation:

1. 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 **4.25%**. 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, **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 **3.25%**. 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, **2025**, the Company shall pay an aggregate salary increase to be determined in advance of the annual pay for performance program based on market. This aggregate increase shall be no less than **2.5%**. The aggregate salary increase will be payable to employees covered by this agreement and shall be added to the recipient employees' rates of pay. The amounts provided to individual employees will be based on each employee's demonstrated performance for the previous fiscal year and position in their respective salary range.
4. Effective January 1, **2026**, the Company shall pay an aggregate salary increase to be determined in advance of the annual pay for performance program based on market. This aggregate increase shall be no less than **2.5%**. The aggregate salary increase will be payable to employees covered by this agreement and shall be added to the recipient employees' rates of pay. The amounts provided to individual employees will be based on each employee's demonstrated performance for the previous fiscal year and position in their respective salary range.
5. **Notwithstanding the aggregate salary increases provided for in paragraphs 1, 2, 3 and 4, an employee who receives a "Solid" annual performance review rating (a performance score of 2.5 or more), shall receive a minimum annual salary increase of: 2.15% effective January 1, 2023; 1.65% effective January 1, 2024; 1.25% effective January 1, 2025; and**



**1.25% effective January 1, 2026, with the possibility of higher increases based on an employee's demonstrated performance for the previous fiscal year and position in their respective salary range. If a substantial change is made to the performance scoring system during the term of this agreement, the minimum annual salary increase shall be 50% of the aggregate salary increase.**

6. Notwithstanding anything contained in this agreement, the payments referred to under paragraphs 1, 2, 3 and 4 will be distributed to all eligible employees and will be based on demonstrated performance and position in their respective salary range.

**Effective dates of merit increases:**

**Employees eligible for merit increases for January 1, 2023 will be paid following the signing of a collective agreement that incorporates these terms. The merit increases will be retroactive to January 1, 2023 but paid only to those employees who are active employees as of the date of ratification of the collective agreement. For all subsequent years during the term of this agreement, merit increases will be paid to eligible employees on or before March 31st (retroactive to January 1st), provided the employee remains active as of March 31st.**

**An employee is considered "active" if the employee is working or on an approved leave of absence, including a lay off. An employee is no longer "active" if the employee has quit or been terminated. For those on an approved leave of absence: retro pay is payable only on the time worked between January 1 and the date of payment; otherwise, the merit increase becomes effective upon the employee's return to work.**

## **SCHEDULE B**

**Note:** entitlements for “temporary” and “casual” employees have been added to clarify and reflect past practices, rather than to expand the scope of entitlements in a way that conflicts with their status as temporary and casual employees:

## **SCHEDULE B**

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

- 1. Articles 1 to 4, to the extent they are of general application to any employee, regardless of status.**
2. A temporary employee as defined in Article 1.3 who is appointed to a Regular Full--Time or Part-Time position as defined in Articles 1.1 and 1.2 shall have his/her seniority recognized from the date the employee was first hired provided that there is no interruption of service.
3. Article 5 - Maintenance of Membership.
- 4. Article 6 – Grievances and Article 7 – Arbitration Board.**
5. 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.
- 6. 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*.**
7. **Article 15 – Probation & Termination of Employment.**
8. **Article 18 – Hours of Work and Overtime.**
9. **Article 19 - Shift Differential, Call Out and Standby Pay.**
10. **Article 22 - General Holidays.**

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11. Temporary employees shall be paid within the range according to their salary grade.  
Payment above these minimums shall be at the discretion of the Company.
12. All other entitlements will be in accordance with the *Canada Labour Code*.

**APPENDIX "A" (new – both collective bargaining agreements)**

**"APPENDIX A"**

**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 one calendar week 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. Medical information will not be requested until the 5th consecutive day of sick leave.
- During any period of STD, 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.
- During any period of STD, 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 medical information. During the STD period, 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.

The above-mentioned requirements must be met in a timely manner or sick leave/extended sick leave benefit payments may be suspended. 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. Failure to comply with these requirements could result in an unauthorized leave of absence which may result in termination of employment.

Sick leave/extended sick leave benefits may be preapproved without medical evidence to ensure uninterrupted pay for employees. In the event an employee's claim is assessed and the employee does not meet the definition of totally disabled, the employee's claim will be denied and the Company will collect any sick leave/extended sick leave benefits paid that the employee was not entitled to receive.

#### **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 regular earnings 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.

There is a waiting period of one calendar week that may be all or partially covered by any sick leave hours available to the employee. If accrued sick leave hours are not sufficient to cover the waiting period, 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, Employment Insurance, benefit premiums, etc.

#### **Exclusions**

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

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- **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 solely cosmetic procedures or medical or surgical care which is not medically necessary. If complications result from these procedures and corrective surgery is medically necessary, such leave would be considered eligible.**
- **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:**

- **Any provincial motor vehicle plan.**
- **Another group insurance policy.**
- **A retirement income plan providing income that becomes payable once the employee is no longer actively at work.**
- **Canada Pension Plan, excluding dependent benefits.**

### **Subrogation**

**Employees may have alternative first payer coverage in the event of illness or injury. In such a case, employees will be required to sign a subrogation agreement in the event they choose to apply for sick leave and extended**

**sick leave benefits and provide any amounts received from the alternative coverage to the Company. If employees sign the subrogation agreement and are approved for benefits, the Company will provide such benefits. The Company's sick leave and extended sick leave benefits are considered first payer over Employment Insurance 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.**

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

**LETTER OF UNDERSTANDING (new)**

*\*The following Letter of Understanding applies to the Country Operations and Maintenance bargaining unit only.*

**LETTER OF UNDERSTANDING**  
**RE: Railway Weekend Booking Pay**

**Purpose:**

To provide employees with a minimum amount of “booking pay” when trains are significantly delayed, to encourage them to work weekends. This program applies to regular salaried Viterro employees only and is not part of regular work week hours.

**Eligibility:**

Employees who are scheduled to work on a Saturday or Sunday for the purpose of train loading are guaranteed to receive at least Railway Weekend Booking Pay calculated as four (4) hours at a rate of 1.5 times their normal rate of pay, unless the Company had provided employees with notice of cancellation of this weekend shift before end of day Thursday.

If the train arrives and the employee reports to work, the employee shall receive the applicable rate of pay as outlined in Article 18. The employee will not receive Railway Weekend Booking Pay over and above the pay for time worked while loading rail cars.

If an employee is scheduled to work on Saturday and the train fails to arrive on Saturday, resulting in a need for the employees to work Sunday, the employee is entitled to Railway Weekend Booking Pay for Saturday (four (4) hours at a rate of 1.5 times their normal rate of pay) and pay at the applicable rates under the Collective Agreement, for hours worked on Sunday. Similarly, if an employee is scheduled to work on Sunday and the train fails to arrive on Sunday, the employee is entitled to Railway Weekend Booking Pay for Sunday (four (4) hours at a rate of 1.5 times their normal rate of pay).

**Process:**

In the case of a weekend train failure, the Facility Operations Manager will notify the Regional Operations Manager.

The Regional Operations Manager will verify the failure with Rail Logistics.

Once the failure is verified, the Regional Operations Manager will work with the Facility Operations Manager to determine employee eligibility for Railway Weekend Booking Pay. The Regional Operations Manager will send approval to Facility Operations Manager via email for payment of Railway Weekend Booking Pay.



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**The Facility Operations Manager will advise the employee to enter *WEEKEND LOAD HOURS* (quantity) in Workday and will approve the time entry for payment once received.**

**Effective Date:**

**This agreement will remain in effect until the parties complete negotiations for a renewal of the current Collective Bargaining Agreement.**

**LETTER OF UNDERSTANDING (new – both collective bargaining agreements)**

**LETTER OF UNDERSTANDING**  
**RE: 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, as referenced in Schedule A of this Collective Agreement, 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 Salary Grades will remain the same.
- (ii) 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 proposed new Scale of Wages/Salaries including the market zone that has been determined for each Grade that is subject to a Salary Range adjustment.
- (iii) To align with the terms of Article 25 and Schedule A, the effective date of the amended Salary Range minimums and maximums in the Scale of Wages/Salaries will be January 1 of the year in which they are amended, in order to coincide with the annual merit pay process for January 1. Merit pay increases will be determined in the context of the amended Salary Ranges and any compensation adjustments that are necessary to comply with the amended Salary Range minimums and maximums will be made as part of the merit pay process.

This Letter of Understanding will remain in effect until the parties complete negotiations for a renewal of the current Collective Bargaining Agreement.