

# Collective Bargaining Agreement

between

**Viterra Inc.**

and

**Grain Services Union (ILWU • Canada)**

covering

Employees in Regina Head Office

Errors & Omissions Excepted.

Effective February 1, 2008 to October 31, 2012



## Table Of Contents

Article 1 – Scope & Definition .....	1
Article 2 – Spirit & Intent .....	2
Article 3 – Management Rights .....	2
Article 4 – Company Relations .....	3
Article 5 – Maintenance Of Membership .....	3
Article 6 – Grievances .....	4
Article 7 – Arbitration Board .....	5
Article 8 – Benefit Plans .....	6
Article 9 – Pension Plan .....	8
Article 10 – Health & Safety .....	8
Article 11 – Workers’ Compensation Act .....	8
Article 12 – Seniority .....	9
Article 13 – Leave Of Absence .....	11
Article 14 – Supplementary Employment Benefits (SEB) .....	13
Article 15 – Probation & Termination Of Employment .....	14
Article 16 – Wage/salary Maintenance & Demotion Formula .....	15
Article 17 – Temporary Performance Of Higher Duty .....	15
Article 18 – Hours of Work and Overtime .....	16
Article 19 – Shift Differential, Call Out and Standby Pay .....	17
Article 20 – Absence From Duty .....	18
Article 21 – Vacations .....	18
Article 22 – General Holidays .....	18
Article 23 – Trades Training Allowance .....	19
Article 24 – Worker Adjustment Process .....	20
Article 25 – Scale Of Wages, Classifications and Grades .....	21
Article 26 – Part-time Employees .....	22
Article 27 – Effective Date And Duration Of Agreement .....	22
Schedule A .....	24
Schedule B .....	28
Schedule C .....	29

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## ARTICLE 1 – SCOPE & DEFINITION

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Viterra Inc. (hereinafter referred to as the “Company”) recognizes the Grain Services Union (hereinafter referred to as the “Union”) for the duration of this Agreement as the sole collective bargaining agent for purposes of collective bargaining in respect of wages and other conditions of employment on behalf of employees of the Company in the Company’s Regina Office as set out in the Certification Order of the Canada Industrial Relations Board dated February 7, 1997 (which is Board Order No. # 7754-U), and as this Order may be amended from time to time.

### DEFINITIONS:

1.1 **REGULAR FULL-TIME EMPLOYEE** – Regular full-time employee shall mean an employee employed to meet ongoing operational requirements on a year-round basis and is scheduled to work the full-time hours contained in Article 18. Regular full-time employees who are laid off shall retain their regular full-time status with the Company while on layoff.

1.2 **REGULAR PART-TIME EMPLOYEE** – Regular part-time employee shall mean an employee hired to work on a partial day or partial week basis generally consisting of less hours than defined in the Regular or Compressed Work Schedule in Article 18.

1.3 **TEMPORARY EMPLOYEE** – Temporary employee shall mean an employee employed to meet seasonal or temporary operating needs. The only provisions of this Agreement applying to the employment of temporary employees are contained in Schedule B.

1.4 **CASUAL EMPLOYEE** – Casual employee shall mean an individual who is hired on a job contract or on an hourly basis for unscheduled or irregular work. The only provisions of this Agreement applying to the employment of casual employees are contained in Schedule B.

1.5 **SENIORITY** – Seniority commences at date of hire with the Company and is only interrupted in accordance with Article 12.14. In the event of a common seniority date occurring in any competition, the tie will be broken based on years of experience with relevant agricultural companies. In the event that the tie is not broken by applying the foregoing, the tie will be broken based on the reverse alphabet of the last name. A Board of Arbitration referred to in Article 7 hereof or such other appropriate authority shall have the power to reinstate service forfeited due to termination of employment.

For purposes of calculating seniority, the “Company” includes all service earned with AgPro Grain, Agricore United, the Saskatchewan Wheat Pool and any predecessor employer acquired or incorporated into Viterra Inc. on or before February 1, 2008.

1.6 PROMOTION – shall mean the movement of an employee from a position to a position bearing a higher pay structure.

1.7 DEMOTION – shall mean the movement of an employee from a position to a position bearing a lesser pay structure.

1.8 TRANSFER – shall mean the movement of an employee from a position to another position bearing the identical pay maximum.

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## **ARTICLE 2 – SPIRIT & INTENT**

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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.

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## **ARTICLE 3 – MANAGEMENT RIGHTS**

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3.1 The Union recognizes that the Company has sole authority to manage its affairs, to direct its working forces, including the right to hire, to fix wages within the terms of Salary 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 Department and Sections and close elevators from time to time 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.

3.2 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 and regulations to be observed by the employees, not inconsistent with the terms of this Agreement.

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## ARTICLE 4 – COMPANY RELATIONS

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

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

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

4.4 The Company will not discriminate in its hiring and employment practices against persons by reason of age, race, creed, sex, religion, nationality, ancestry or place of origin, political affiliation, union activity, marital status, sexual orientation or physical disability.

4.5 The Union will not discriminate in its practices against persons by reason of age, race, creed, sex, religion, nationality, ancestry or place of origin, political affiliation, union activity, marital status, sexual orientation or physical disability.

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## ARTICLE 5 – MAINTENANCE OF MEMBERSHIP

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5.1 The Company agrees that as a condition of employment, membership dues or sums in lieu will be deducted from the wages 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.

5.2 Membership dues or sums in lieu so deducted from salaries shall be paid monthly to the General Secretary of the Union within fifteen 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.

5.3 The Company shall furnish the General Secretary of the Union with staff change lists following each monthly pay period, which shall include the name, location, classification, grade, salary, and effective date of all staff changes, including new hires.

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## **ARTICLE 6 – GRIEVANCES**

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The Company and the Union agree that it is most desirable to resolve misunderstandings and disputes through discussions between the employee and the supervisor, and both the Company and the Union shall encourage employees to discuss their complaints with their supervisors so as to resolve differences quickly and directly without necessarily having to resort to the following formal process.

Employees may have benefit of representation by Union officials at any of the steps in the procedure, and similarly management representatives may have benefit of counsel.

Formal grievances, whether individual or executive, shall be raised within thirty (30) days of the date on which the grievance becomes apparent, or ought to have become apparent. Grievances shall be in writing on the approved grievance form, must identify the specific clauses in the Collective Agreement that are being violated and provide specific details in writing with respect to the individuals whose rights have been violated and/or damages resulting from the breach of the Collective Agreement and shall be dealt with in the following manner without stoppage of work.

STEP 1 – The grievance shall be taken up with the first-line out-of-scope supervisor who shall render a decision within three (3) working days of the receipt of the grievance. Executive grievances (those submitted by the Union organization rather than by an individual), and grievances which involve appointment to a position within the scope of the agreement, or dismissal or a suspension in excess of seven (7) calendar days, shall dispense with Step 1.

STEP 2 – Within seven (7) working days of the receipt of the decision in Step 1 in the case of individual grievances, and within thirty (30) days of the date on which the grievance(s) becomes apparent or ought to have become apparent in the case of executive grievances, the grievance shall be taken up with the appropriate Manager who shall render a decision within seven (7) working days.

In grievances, which involve a dismissal, or a suspension which exceeds seven (7) calendar days, the Company and the Union may combine steps two and three of the grievance procedure to expedite the matter.

STEP 3 – In the event that a decision is not rendered within seven (7) working days, or the decision does not lead to a resolution of the grievance in the view of the parties, the General Secretary of the Union or his/her designate shall immediately consult with the Director of Labour Relations of the Company or his/her designate. If settlement is not achieved within a further fourteen (14) working days it may be submitted to arbitration as hereinafter provided for.

STEP 4 – A grievance is referred to arbitration by either party giving notice to the other in writing of their intention to do so. Such written notice shall be given within ten (10) working days of the receipt of decision at Step 3, or from the expiry of the time limits at Step 3, whichever is the earlier. Within seven (7) working days of receipt of such written notice, each party shall appoint a nominee. Within a further seven (7) working days the nominees shall meet and appoint a Chairperson to the Board. If the two nominees fail to agree and fail to appoint a Chairperson within seven (7) working days of their initial meeting, they shall request the Minister of Labour for Canada to appoint a Chairperson of the Arbitration Board and the person so appointed shall be duly empowered to act accordingly. Upon agreement between the Company and the Union the Board may consist of a single arbitrator.

NOTE: Time limitations in the preceding process may be extended by mutual agreement between the parties, provided that requests for extension are made prior to the expiry of the time limitation. In the event of a grievance, the Company agrees, upon request, to provide the Union with copies of disciplinary and/or appraisal documents that have been served upon the employee which the Company intends to use in regard to the specific grievance. References to disciplinary matters shall be removed from the employee's personnel file after two (2) years providing there have been no further incidents of the same or substantially similar nature during that two-year period, and such references, once removed, will no longer be admissible as evidence on any arbitration hearing.

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## **ARTICLE 7 – ARBITRATION BOARD**

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7.1 The Arbitration Board under Article 6, (Step 4) 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.

7.2 The decision of the Board or a majority of the arbitrators shall be final and binding upon the parties hereto and upon any employee or employees concerned. If there is no decision by a majority of the Board, then the decision of the Chairperson shall be similarly final and binding.

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

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## **ARTICLE 8 – BENEFIT PLANS**

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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 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.

### **SICK LEAVE:**

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

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.

Employees who are entitled to payment of wages 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.

All sick leave usage under this Plan shall be deducted from accumulated sick leave credits.

Sick leave allowance payments shall not extend beyond normal retirement age.

When sick leave allowance payments have expired, an employee may be granted leave of absence without pay as provided for in Article 13.

Sick leave allowance payments for the first day of any sickness may be withheld at the discretion of the Company.

All recipients of sickness and disability allowance payments must provide on request of the Company, medical reports of their condition.

An employee on sick leave shall only accumulate vacation credits for the first two (2) months of sick leave.

Sickness and disability allowance payments under this Plan will not apply to any employees receiving compensation under the Worker's Compensation Act.

#### EXTENDED SICK LEAVE:

Employees shall be eligible for extended sick leave benefits so as to provide benefits in the amount of 66 2/3% of regular earnings to a maximum earnings ceiling of the Employment Insurance Act of Canada at the time of disability, for (a) the period of absence due to sickness in excess of a two week waiting period in any one illness, or (b) where sick leave credits in Plan A exceed two (2) weeks, benefits from this plan shall commence at the expiration of sick leave credits in Plan A.

Maximum benefit payable in any one illness shall be for fifteen (15) weeks or for one hundred and five (5) calendar days.

Benefits under this plan shall be reinstated immediately on return of an employee to work following an illness.

Benefits under this plan shall not extend beyond normal retirement age.

The regular rate of pay, which an employee is receiving at time of illness, shall be used in determining benefits under this Plan.

All recipients of benefits under this Plan must provide, on request of the Company, medical reports on their condition.

An employee on sick and/or extended sick leave shall only accumulate vacation credits for the first two (2) months of sick leave.

Benefits under this Plan shall not apply to any employee receiving compensation under the Workers' Compensation Act.

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## **ARTICLE 9 - PENSION PLAN**

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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 5% of earnings to the plan. The Company will contribute 6% of an Employees 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.

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## **ARTICLE 10 – HEALTH & SAFETY**

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The Company and the Union recognize an employee’s right to working conditions which show respect for his/her health, safety, and physical well being.

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.

The Company and the Union recognize the need for constructive and meaningful consultations on health and safety matters. To this end, joint safety committees shall be established.

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## **ARTICLE 11 – WORKERS’ COMPENSATION ACT**

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11.1 In all cases of temporary total disability, as defined by the Worker’s Compensation Board in its administration of the Workers’ Compensation (Accident Fund) Act, sustained by an employee as a result of an occupational accident 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 negotiated increases whilst he/she is receiving full compensation from the Workers’ Compensation Board and retain the compensation received from the Board.

11.2 In the event the Workers' Compensation Board reduces compensation payments below 100 per cent, salary payments will be adjusted to the percentage of compensation as determined by the Board.

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

11.4 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. With that in mind employees will be offered a Modified Work Program when appropriate to do so which will be designed in conjunction with the employee, the supervisor, the employee's physician and the employee's union representative. The employee will continue to receive benefits of the Article during the program.

11.5 An employee's participation in a Modified Work Program will not result in the layoff of other Company Employees.

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## **ARTICLE 12 – SENIORITY**

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### **VACANCIES:**

12.1 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.

12.2 Notices of such vacancies shall be provided to all work locations and the Union Office.

12.3 Notices of vacancies will contain information pertinent to the position being posted such as salary, location, and location information.

12.4 The Company, in its sole discretion, may elect to fill a vacancy to a position by transfer. The Union may make representation to the Company where the circumstances of the transfer warrant such representation.

12.5 When filling vacancies, ability, qualifications and merit as determined by the Company shall be the governing factors.

## LAYOFFS:

12.6 In the event of a lay-off, the Company shall, generally on a location basis, retain the employees who, based on ability, qualifications and merit are determined by the Company to be best suited for the positions and in the event two or more candidates are relatively equal, the Company will retain the employee with the greater seniority. Recall from layoff will be done on the same basis.

12.7 The Company will make a reasonable effort to provide fourteen (14) calendar days written notice of lay-off and in any event such notice will not be less than that required under the Canada Labour Code.

12.8 An Employee who is laid off shall endeavor to obtain an alternate position by bidding on vacancies in accordance with Article 12.5. Bumping shall not be permitted.

12.9 An Employee who obtains an alternative position in accordance with Article 12.8 shall have their wages maintained in accordance with Article 16.

12.10 The Company will continue benefit plans while on lay-off provided the Employee pays the employee contribution to the plan.

## RECALL:

12.11 In the event that an Employee is recalled to work while on lay-off, the date of lay-off will be re-established as long as the employee works a minimum of 37.5 consecutive regular hours after the recall.

12.12 Full time and Part time Employees on lay-off 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.

12.13 When an employee is to be recalled to work, the Company will attempt to contact the employee by telephone. If telephone contact is not made then 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 to the appropriate Manager within 7 calendar days of the Recall Notice being mailed, the Employee will lose their recall rights and employment will terminate.

12.14 An Employee shall lose his seniority if he:

- a) Retires;
- b) Resigns;
- c) Is terminated in accordance with Articles 12.12 and/or 12.13;
- d) Is discharged for just cause; or
- e) Fails to report for three (3) consecutive shifts except for circumstances beyond the employee's control. Nothing in this clause shall restrict the right of the Company to discharge an employee who is AWOL.

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## ARTICLE 13 – LEAVE OF ABSENCE

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### 13.1 General Leave of Absence

Leave of absence without pay may be granted to employees for valid reasons as set out by Corporate Policy.

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.

Employees on leave of absence shall be required to apply for any extension.

### 13.2 Maternity/Adoption/Child Care Leave:

An employee who has at least six hundred (600) hours of service with the Company is entitled to and shall be granted maternity/adoption/child care leave of absence without pay in accordance with the provisions of the Canada Labour Code.

Employees on maternity leave will continue to accrue annual vacation credits for up to two months of the health related portion of their maternity leave and all of the voluntary portion of their maternity leave.

Employees on maternity leave will continue to accrue sick leave credits while on the voluntary portion of their maternity leave.

### 13.3 Pressing Necessity Leave

Leave of absence with pay chargeable to an employee's sick leave credits shall be granted for matters of pressing necessity. Requests to use sick leave credits for this purpose shall be made in writing to the employee's first line out of scope supervisor. The application of pressing necessity leave shall include emergency attending to an employee's sick child, spouse or parent.

### 13.4 Bereavement Leave

After ninety (90) days of service, leave of absence with pay up to three (3) days shall be granted to employees for the purpose of arranging or attending the funeral of members of his/her immediate family. Where major travel or special circumstances are involved, approval may be given to extend the three-day limit to five (5) days. Immediate family shall be defined to include only the employee's mother, father, mother-in-law, father-in-law, spouse, daughter, son, sister, brother, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandmother, grandfather, grandchild, and spouse's grandparents, or equivalent relationship.

### 13.5 Serious Illness Leave

In the event of a serious illness of a spouse, parent, or child, which requires the attendance of an employee, leave as provided for in Article 13.4 will be granted. Use will be monitored and may be withheld at the discretion of the Company if excessive.

### 13.6 Jury Leave

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

### 13.7 Union Leave.

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

### 13.8 Military Leave

Employees who have at least one year of service with the Company shall be entitled to up to two weeks leave of absence without pay per year for the purpose of serving as a Member of her Majesty's Canadian Armed Forces. Leaves beyond two 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.

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## **ARTICLE 14 - SUPPLEMENTARY EMPLOYMENT BENEFITS (SEB)**

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14.1 During the term of the Collective Agreement employees who are laid off work shall receive an allowance from the Company, which altogether with Employment Insurance benefits shall equal 75% of the employee's normal weekly earnings, less overtime and other premium payments.

The terms governing payment of the aforementioned allowance (SEB) shall conform to the requirements of the C.E.I.C. and shall include the following provisions:

- a) An employee must have completed a minimum of 520 working days of service with the Company at date of lay-off in order to qualify for SEB benefits as follows:

520 working days = 13 weeks of benefits  
780 working days = 20 weeks of benefits  
1040 working days = 26 weeks of benefits

- b) Supplementary Employment Plan benefits will be payable only to those employees on lay-off who are eligible for and where applicable, have received Employment Insurance

Commission benefits in each week of lay-off, and a week of lay-off means a period of seven (7) consecutive days commencing on and including Sunday.

- c) An employee must apply to the Company and furnish the necessary proof of eligibility for Supplemental Employment Benefit Plan benefits in a manner acceptable to the Company.
- d) An employee shall not be entitled to Supplemental Employment Benefit Plan benefits after:
  - i) (S)he has refused a call back to work in accordance with the provisions of the Collective Agreement.
  - ii) (S)he is receiving sickness and accident indemnity payments under the Company plan, Workers' Compensation or severance pay in any week of lay-off.
- e) The benefit level paid under this plan is set at 75% of the employee's normal weekly salary. It is understood that in any one week the total amount of SEB Employment insurance gross benefits and any other earnings received by the employees will not exceed 95% of the employee's normal weekly earnings.
- f) No employee shall be paid Supplemental Employment Benefit Plan benefits for more than twenty-six (26) weeks.
- g) The payment of benefits to employees on lay-off will be made by the employer on a "pay-as-you-go" basis separate from the regular payroll. Accordingly, on the winding up of the Plan there will be no funds for distribution.
- 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) In the event Employment Insurance benefits are reduced from current levels (January 1997), the parties shall re-negotiate the terms of this provision.

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## **ARTICLE 15 – PROBATION & TERMINATION OF EMPLOYMENT**

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A newly hired employee shall be on probation for the employee's first ninety (90) days worked. The probationary period may be extended by agreement between the Union and the Company.

Notwithstanding the generality of the foregoing, a newly hired employee in an Information Technology position graded PTAS2 and higher shall be on probation for the employee's first one hundred and eighty (180) working days.

A probationary employee may grieve a dismissal but the answer provided at step 3 of Article 6 shall be final and binding upon the parties hereto and upon any employee concerned.

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## **ARTICLE 16 – WAGE/SALARY MAINTENANCE & DEMOTION FORMULA**

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16.1 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 within the range of the new position.

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## **ARTICLE 17 – TEMPORARY PERFORMANCE OF HIGHER DUTY**

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17.1 An employee assigned to temporarily relieve in a higher paid position shall be paid as if he/she had been promoted to same.

17.2 There shall be a three (3) day waiting period. When an employee has worked three or more days in the higher paid position they shall be paid at the higher rate for all time worked in the position.

17.3 When it is known in advance that the period of temporary relief will exceed ninety (90) days, the position shall be posted as a temporary vacancy and selection for same shall be subject to Article 12 – Seniority.

17.4 When temporary relief has occurred ninety (90) days and the regular incumbent has not returned, the position shall be posted as a temporary position unless otherwise agreed to by the Company and the Union. Selection for such vacancies shall be subject to Article 12 – Seniority.

17.5 Experience obtained by an employee during a temporary relief assignment shall not qualify the employee for promotion to a vacancy unless such experience is gained from assignment to a temporary vacancy that has been posted.

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## **ARTICLE 18 - HOURS OF WORK AND OVERTIME**

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### 18.1 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.

### 18.2 Regular Work Schedules and Compressed Work Week Schedules

Regular schedules for Employees shall be defined as up to 7.5 hours per day, averaging 37.5 hours per week and averaging five (5) days of work per week as determined by the Company.

The Company may also implement schedules with variable hours of work per day, including compressed work week schedules, which average up to 37.5 hours per week over the rotation cycle of the schedule as determined by the Company. The Company will consult with Employees respecting the conditions and the operations of Compressed Work Week Schedules.

### 18.3 Scheduled days off

Employees shall be entitled to two (2) consecutive days off each week except where schedule changes or shift rotation on an Employee's regular schedule may result in a variation such as one (1) day off at the time of the change.

### 18.4 Overtime

If an Employee is required to work in excess of the hours of a regular work schedule or compressed work week schedule as outlined in Article 18.2, the Employee will be paid one and one-half times (1 1/2x) the Employee's regular rate for the additional hours work.

When the needs of the operation require it, employees may be required to work overtime.

Employees who work twelve (12) or more hours in a day will be paid two times (2x) the Employee's regular rate for the additional hours worked.

Employees shall be compensated for authorized overtime. The Employee and the Company may agree to accredit overtime to an overtime bank to be credited and taken at the rate of one and one-half (1 ½) hours of paid time off for each one (1) hour of overtime worked.

#### 18.5 No Maximum or Minimum

The hours of work as stated in this Article are not to be construed as a guarantee, as a minimum nor as a restriction for any maximum of hours to be worked.

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### **ARTICLE 19 - SHIFT DIFFERENTIAL, CALL OUT AND STANDBY PAY**

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19.1 Shift Differential – A shift differential of one dollar and fifty cents (\$1.50) per hour shall be paid on all hours worked between 1800 hours and 0600 hours. The shift differential shall not be paid when overtime rates are being paid.

19.2 Weekend Differential – A weekend differential of eighty cents (80¢) per hour shall be paid on all hours worked between 00:01 on Saturday to 24:00 on Sunday. The shift differential shall not be paid when overtime rates are being paid.

19.3 There shall only be one premium paid per hour worked.

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

19.5 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 the the 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 of one (1) hour at their applicable overtime rate for each period of assigned standby.

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## ARTICLE 20 – ABSENCE FROM DUTY

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No employee shall absent himself/herself from the employer's premises during the hours of work except with the consent of supervisory personnel.

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## ARTICLE 21 – VACATIONS

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21.1 All employees shall be entitled to three (3) weeks annual vacation for each full year of service. Such vacations are to be taken at times mutually agreed upon between the Company and the employee.

21.2 Employees who have completed seven (7) years of service shall in the years of service subsequent to the seventh anniversary date of employment earn vacation at the rate of four (4) weeks per year.

21.3 Employees who have completed fifteen (15) years of service shall in the years of service subsequent to the fifteenth anniversary date of employment earn vacation at the rate of five (5) weeks per year.

21.4 Any employee who is earning six (6) weeks of vacation per year as of January 1, 2009, will continue to earn six (6) weeks of vacation per year.

21.5 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.

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## ARTICLE 22 – GENERAL HOLIDAYS

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

New Year's Day  
Family Day  
Good Friday  
Labour Day

Victoria Day  
Canada Day  
August Civic Holiday  
Boxing Day

Thanksgiving Day  
Remembrance Day  
Christmas Day

22.2 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 his regular hourly rate of pay for all hours worked on that day.

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## **ARTICLE 23 – TRADES TRAINING ALLOWANCE**

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23.1 At the end of each apprenticeship term the Company agrees to pay an allowance equal to the difference between what the employee would normally receive under employment insurance benefits and previous employment earnings for the standard work week to employees who successfully complete that session's trades training and return to the employment of the Company.

23.2 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.

23.3 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.

23.4 Payment of amounts set out in paragraph 23.1 above shall be paid in a lump sum allowance upon return to work at the end of each session. Employees requesting the allowance shall be required to submit proof of successful course completion and employment insurance benefit receipts. Calculation of previous employment earnings shall be based on forty (40) hours pay per week and will not include overtime pay.

23.5 In the event an employee has made arrangements for approved course attendance and a lay-off is invoked the employee will be entitled to benefits under this provision subject to the conditions referred to above.

23.6 In the event an employee's session of training ends while he/she is subject to recall from lay-off, the employee will receive payment of the allowance referred to in 23.1 above upon the return from lay-off, unless determined otherwise by employment insurance regulations.

23.7 The application and administration of the trades training allowance shall be reviewed annually by the Company and the Union jointly by April 30 to consider and/or incorporate employment insurance benefit changes that impact payment of the allowance described herein.

23.8 Employees who receive payments under these provisions and leave the Company on their own accord 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.

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## **ARTICLE 24 – WORKER ADJUSTMENT PROCESS**

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24.1 In the event the Company plans to eliminate positions as a result of technological change, rail line abandonment, permanent closure, consolidation or contracting out work which results in the permanent layoff of employees, the Company shall give the Union and the employees a minimum of 120 calendar days notice of such. 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 30 days to review the opportunities and options available to employees notwithstanding that a collective agreement is in place.

24.2 No lay-offs may become effective until after the notice period is complete.

24.3 Collective bargaining with respect to the scope and rate(s) of pay of new job classifications that may be created or revised job classifications shall be in accordance with Article 25 of the agreement.

24.4 In the event of closure/consolidation, the provisions of this Article are only available and applicable to employees who were employed at a site at the time the announcement was made of closure or consolidation. Employees hired at or assigned to a site subsequent to the announcement are not entitled to the provisions of this Article 24.

24.5 The following procedure shall apply:

- a) an employee who will be rendered redundant or displaced from his/her job shall endeavor to obtain an alternate position by bidding on vacancies in accordance with Article 12, or;
- b) the employee may elect to receive Severance Allowance as set out in Section 24.6 below herein at the time of the effective date of the layoff notice. The employee may elect to defer the option of Severance Allowance until six months of layoff has lapsed or until the first recall to a position has occurred during that six month period, whichever occurs first, or;
- c) the employee may choose to accept available temporary work in their marketing centre area and defer their options identified above.

24.6 An employee who receives notice of permanent layoff in accordance with this Article shall have the right to receive severance pay. Severance pay shall be two (2) weeks pay for each year of service, pro-rated for partial years. For the purposes of severance service shall include all continuous service with the Company.

24.7 The Company shall notify an employee on lay-off of any vacancies occurring in the bargaining unit subject to the employee ensuring the Company is provided with a current telephone number and mailing address.

24.8 When an employee who is laid off work under this Article is recalled to a position bearing a lesser rate of pay than the employee received prior to lay-off, the employee shall be subject to the demotion formula in Article 16.

24.9 If an employee elects to be laid off and is not recalled within twelve (12) months of lay-off, the employee shall be considered terminated.

24.10 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.

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

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

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## **ARTICLE 25 – SCALE OF WAGES, CLASSIFICATIONS AND GRADES**

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25.1 The Classifications and annual and monthly 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 Employer shall notify the Union of any new or revised classification being introduced to the bargaining unit. The salary range for new 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 classifications and annual and monthly salary ranges in Schedule A shall apply the month after ratification or as otherwise agreed.

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## **ARTICLE 26 – PART-TIME EMPLOYEES**

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26.1 Seniority for part-time employees will be earned on the basis of 7.5 hours of work equaling one day service and shall, on completion of the probationary period, be counted from date of commencement.

26.2 Sick-leave entitlements for part-time employees will be earned on the basis of one and one-quarter (1¼) day's entitlement (10 hours) for each one hundred and sixty-two and a half (162.5) 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.

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

26.4 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.

26.5 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.

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## **ARTICLE 27 – EFFECTIVE DATE AND DURATION OF AGREEMENT**

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This Agreement shall be effective from the 1st day of February, 2008 and shall be valid until the 31st day of October, 2012, and thereafter from year to year unless a written notice is given by either party within the period of four months immediately preceding the date of expiration of the term of the Collective Agreement, of their desire to terminate this Agreement or negotiate a revision thereof, in which case this Agreement shall remain in effect without prejudice to any



## SCHEDULE A

Employees shall be paid in the following salary ranges according to their classification. An employee's pay level within the range for the employee's classification will be determined based on the employee's demonstrated performance. The parties recognize the salary ranges and the salary paid to individual employees are minimums.

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

### VITERRA COMPENSATION STRUCTURE - APRIL 1, 2008

Minimum Annual/Monthly	Maximum Annual/Monthly
26000/2167	39000/3250
28900/2408	43300/3608
32300/2692	48500/4042
36200/3017	54300/4525
40500/3375	60800/5067
45400/3783	68100/5675
50900/4242	76300/6358
57000/4750	85400/7117
66100/5508	99100/8258

Job Family Levels				
BSS-1				
BSS-2	FO-1			
		PTA-1		
BSS-3				
BSS-4	FO-2	PTA-2	SSS-1	
	FO-3	PTA-3	SSS-2	MGT-1
				MGT-2
		PTA-4	SSS-3	MGT-3

## Offices Positions

Title	Classification
Accountant – Financial Accounting	PTAS2
Accountant – General Ledger	PTAS2
Accounting Analyst – Financial	PTAS1
Accounting Analyst – Grain	PTAS1
Accounting Clerk I	BSS2
Accounting Clerk II	BSS2
Accounting Clerk III	BSS3
Accounts Payable Analyst	BSS3
Accounts Payable Clerk I	BSS2
Accounts Payable Clerk II	BSS3
Accounts Payable Clerk III	BSS3
Accounts Receivable Analyst	BSS3
Accounts Receivable Supervisor	BSS4
Admin Assistant	BSS2
Admin Assistant	BSS2
Administrative Assistant	BSS2
Assistant Buyer	BSS3
Budgeting & Reporting Clerk III	BSS3
Business Systems Analyst	PTAS3
Business Systems Programmer	PTAS2
Buyer	PTAS2
Canteen Operator	BSS1
Cash Management Analyst	PTAS1
Chief Engineer	FOP3
Commercial Grain Credit Coordinator	PTAS2
Commodity Accountant	PTAS2
Commodity Logistics Specialist	BSS3
Community Relations Officer	PTAS1
Computer Operator	BSS2
Computer Operator Trainee	BSS2
Coordinator Prod Contracting	BSS3
Credit Admin Clerk	BSS2
Credit Coordinator	PTAS1
Credit Risk Clerk I	BSS2
Credit Risk Clerk II	BSS3
Data Input Operator II	BSS1
Database Admin II	PTAS3
Database Admin III	PTAS4

<b>Title</b>	<b>Classification</b>
Database Administrator I	PTAS2
Draftsperson	BSS2
End User Support Programmer	BSS3
Facility Operator	FOP2
File Clerk	BSS1
Financial Reporting Analyst	PTAS2
Financial Resource Systems Analyst	PTAS2
Financial Systems Analyst	PTAS1
Fireman Facility Operator	FOP1
Fixed Asset Clerk II	BSS2
Fixed Asset Clerk III	BSS3
Foreign Exchange Analyst	PTAS2
Freight Accounting Analyst	BSS2
FS Verification Clerk II	BSS2
General Duty Clerk	BSS1
GL Analyst	BSS3
Jr. Software Support Programmer	PTAS2
Junior Logistics Coordinator	BSS2
Marketing & Logistics Coordinator	PTAS1
Marketing Clerk	BSS2
Marketing Coordinator	BSS3
Marketing Coordinator	PTAS1
Office Services Clerk	BSS1
Payroll Administrator	BSS3
Pension Accountant	PTA2
Pension Administrator	BSS3
Programmer Trainee	BSS3
Property Admin Asst.	BSS3
Purchase Audit Clerk	BSS3
Purchasing Supervisor	BSS3
Rail Settlements Administrator	BSS3
Recovery Coordinator	PTAS1
Risk Coordinator	PTAS1

<b>Title</b>	<b>Classification</b>
Sales & Invoicing Clerk	BSS3
Sales & Marketing Coordinator	PTAS2
Scheduler	BSS3
Seed Production Coordinator	PTAS2
Seed Sales Coordinator	PTAS2
Software Support Programmer	PTAS2
Software Support Specialist	PTAS3
Sr Business Systems Analyst	PTAS4
Sr Business Systems Programmer	PTAS2
Sr Software Support Specialist	PTAS4
Sr. Commodity Logistics Specialist	PTAS2
Sr. Computer Operator	BSS3
Sr. Customer Support Rep	BSS3
Sr. Customer Support Specialist	PTAS2
Sr. End User Support Programmer	PTAS1
Sr. Engineering Technologist	PTAS2
Sr. File Clerk	BSS2
Sr. Offices Clerk	BSS2
Sr. Printing Equip Operator	BSS2
Sr. Rail Admin Settlements	PTAS2
Sr. Selection & Quality Control Clerk	FOP2
Steno II	BSS1
Steno III	BSS2
Supervisor Accounts Payable	BSS4
Supervisor Service Div Accounting	PTAS2
Supervisor Treasury Operations	PTAS2
Supply Chain Mgmt Assistant	BSS2
Supvr Member Prgms & Pension Acct.	PTAS1
Switchboard/Receptionist	BSS1
System Support Representative	PTAS1
Systems Support Desk Operator	BSS3
Technical Services Consultant	PTAS2
Technical Services Officer	BSS3
Treasury Operations Clerk	BSS3
Truck Freight Specialist	PTAS2
Truck Logistics Coordinator	PTAS2

The following adjustments will be made to compensation:

1. Employees covered by this Agreement will receive a payment of 6% on their base earnings for the period February 1, 2008 to October 31, 2008.
2. Effective November 1, 2008, and retroactive to that date, the Company shall pay an aggregate salary increase of 6% to employees covered by this agreement which shall be added to the recipient employees rates of pay for the period November 1, 2008 to October 31, 2009.
3. Effective November 1, 2009, and retroactive to that date, the Company shall pay an aggregate salary increase of 5% to employees covered by this agreement which shall be added to the recipient employees rates of pay for the period November 1, 2009 to October 31, 2010.
4. Effective November 1, 2010, and retroactive to that date, the Company shall pay an aggregate salary increase of 5% to employees covered by this agreement which shall be added to the recipient employees rates of pay for the period November 1, 2010 to October 31, 2011.
5. Effective November 1, 2011, and retroactive to that date, the Company shall pay an aggregate salary increase of 5% to employees covered by this agreement which shall be added to the recipient employees rates of pay for the period November 1, 2011 to October 31, 2012.
6. All of the sums referred to in paragraphs 2-5 are for budgeted increases and as such are minimum increases. The Company may also adjust the grid upwards to reflect market increases and adjustments will be in addition to any increases referred to herein.
7. Notwithstanding anything contained in this agreement, the payments referred to under paragraph 1 will be distributed to all eligible Employees and are not based on demonstrated performance.

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## **SCHEDULE B**

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

1. Article 5 – Maintenance of Membership.

2. Temporary employees shall be paid within the ranges according to their classification. Payment above these minimums shall be at the discretion of the Employer.
  3. 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 of his or 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 Plans provided their term is expected to exceed or exceeds one year.
  5. All other entitlements will be in accordance with the Canada Labour Code.
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## **SCHEDULE C**

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**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 one hundred and fifty dollars (\$150.00) per year with the voucher payable on August 1.

**MEAL AND TRAVEL ALLOWANCE** – Meal and travel allowances shall be paid in accordance with the Company's policies.

**JOINT DIVERSITY COMMITTEE** – Renew letter of understanding



This agreement has been prepared and provided by Grain Services Union.

If you have any questions about the agreement or if you need assistance in your workplace, please contact the union office.

**Grain Services Union**

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