

COLLECTIVE AGREEMENT

between

**COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA**

Local 53-0

(hereinafter called "the Union")

- and -

MASTERFEEDS INC.

Baden Plant

(hereinafter called "the Company")

April 1, 2003 to March 31, 2005

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INDEX

PAGE NO.

ARTICLE I	PURPOSE.....	3
ARTICLE II	RECOGNITIONAND COVERAGE.....	3
ARTICLE III	NETOTIATING COMMITTEE AND STEWARDS.....	4
ARTICLE IV	RESERVATION OF MANAGEMENT FUNCTIONS.....	4
ARTICLE V	RELATIONSHIP.....	5
ARTICLE VI	HOURS OF WORK AND OVERTIME.....	5
ARTICLE VII	PLANT HOLIDAYS.....	7
ARTICLE VIII	VACATIONS WITH PAY.....	8
ARTICLE IX	GRIEVANCE PROCEDURE.....	10
ARTICLE X	ARBITRATION.....	12
ARTICLE XI	NON-INTERRUPTION OF WORK.....	13
ARTICLE XII	SENIORITY.....	13
ARTICLE XIII	LAYOFF AND RECALL.....	14
ARTICLE XIV	TEMPORARY TRANSFER, PROMOTION AND JOB POSTING.....	15
ARTICLE XV	WAGE RATES.....	18
ARTICLE XVI	BULLETIN BOARDS.....	18
ARTICLE XVII	LEAVE OF ABSENCE.....	18
ARTICLE XVIII	WELFARE BENEFITS AND SAFETY.....	19
ARTICLE XIX	SEVERANCE PAYMENT.....	19
ARTICLE XX	MISCELLANEOUS.....	20
ARTICLE XXI	TERMINATION.....	20
SCHEDULE I	SCHEDULE OF WAGE RATES.....	22
SCHEDULE II	MAINTENANCE TRAINING PROGRAM.....	24
LETTER	EMPLOYEE GROUP INSURANCE BENEFITS.....	25
LETTER	1995 NEGOTIATIONS- SR. MAINTENANCE.....	28
LETTER	VACATION.....	29
LETTER	MODIFIED DUTIES/MODIFIED RETURN TO WORK.....	30
APPENDIX A	SKILLS INVENTORY	
APPENDIX B	SHIFT SCHEDULE	

ARTICLE I - PURPOSE

1.01 The general purpose of this Agreement is to maintain the harmonious relationship between the Company and its employees and to provide an amicable method of settling any differences or grievances which may arise from time to time hereunder, and to further provide means of operating the Baden Plant in a manner which will further in all possible ways, the welfare and safety of the employees and to cooperate in all matters to the mutual interest and advantage of the employees and the Company.

ARTICLE II - RECOGNITION AND COVERAGE

- 2.01 The Company agrees to recognize the Union as the sole and exclusive bargaining agent of all employees of Masterfeeds Inc. located at Baden, Ontario excluding foremen, those above the rank of foreman and office and sales staff.
- 2.02 (a) All employees who have obtained membership in the Union shall, as a condition of employment, maintain such membership and pay such initiation fees, regular Union dues or special assessments as are uniformly levied.
- (b) All other current employees shall as a condition of employment pay equivalent amounts as to those required in (a) above.
- (c) All employees hired subsequent to the effective date of this Agreement shall, as a condition of employment, obtain and maintain membership in the Union.
- 2.03 Upon receipt of proper notification from the Union, the Company will deduct the amounts as stipulated in Section 2.02 above from each employee who has income equal to five (5) or more days' pay in any month. The Company further agrees to remit the amounts so deducted together with a statement reflecting the deductions from each employee monthly to the Union.
- 2.04 It is the intention of the Company to utilize the skills and experience of its employees. When required because of economic justification, skill requirements, necessary equipment or work not normally associated with the plant, the Company will engage outside services. In such cases, other than routine matters, the Company will advise the Union and discuss the situation if requested to do so prior to instituting the change.
- 2.05 Persons outside the bargaining unit shall not perform or engage in bargaining unit functions except for:
- (a) those specifically provided by this collective agreement,
- (b) training employees,

- (c) emergencies or hazardous conditions, where immediate threat to the safety of individuals or destruction of equipment is apparent.
- (d) and in the performance of maintenance work by Management provided such does not result in the lay off of any employee classified as Maintenance person.

ARTICLE III - NEGOTIATING COMMITTEE AND STEWARDS

- 3.01 The Company acknowledges the right of the Union to appoint or otherwise select a negotiating committee of not more than two (2) employees to deal with matters, which properly arise from time to time in connection with the renewal or modification of the Agreement.
- 3.02 The Company acknowledges the right of the Union to appoint or otherwise select three (3) Union Stewards to deal with grievances of employees. It is understood that a Steward will not leave his assigned duties for the purpose of servicing grievances or other Union activity without first obtaining permission from his foreman and when resuming his regular duties, will report to his foreman. Such permission will not be unreasonably withheld.
- 3.03 The Union shall notify the Company in writing of the names of the stewards and the negotiating committee designated to transact Union business with the Company.
- 3.04 The parties agree to the establishment of a Labour Management Committee comprised of two members from the company and two from the Union. The Company will provide a secretary. The Committee will meet when a request is made by one of the parties, to discuss issues of mutual concern. Each party will submit a list of items they would like discussed at least one week prior to the meetings.

Minutes of the meetings will be prepared by the secretary, approved by the parties, and distributed to committee members. It is understood that L.M.C. meetings are not for the purpose of discussing grievances.

ARTICLE IV - RESERVATION OF MANAGEMENT FUNCTIONS

- 4.01 The Union acknowledges that it is the exclusive function of the Company to:
- (a) maintain order, discipline and efficiency,
 - (b) hire, retire, discharge, classify, transfer, assign, direct, promote, demote, layoff and suspend or otherwise discipline employees for just cause, subject to the provisions of this Agreement and;

- (c) generally to manage the industrial enterprise in which the Company is engaged, and without restricting the generality of the foregoing, the kinds and locations of equipment, machines and tools to be used, the products to be handled, processed or manufactured, the scheduling and method of production, the allocation and number of employees required by the Company from time to time.

4.02 All the functions, powers and authorities, which the Company has not specifically abridged, delegated or modified by the Agreement, will be recognized as being retained by the Company.

ARTICLE V - RELATIONSHIP

5.01 The Company agrees that there will be no discrimination, interference, restraint or coercion exercised against any employee because of his membership in or connection with the Union.

5.02 The Union agrees that there will be no Union activity on the premises of the Company during working hours, except as permitted by this Agreement or with the permission of the Company.

5.03 The Company and the Union agree that there will be no discrimination against any employee because of race, creed, colour, sex, place of origin, marital status, family status, age, disability or sexual orientation.

5.04 The Company, Union and employees are committed to working together to ensure a workplace that is free from harassment.

ARTICLE VI - HOURS OF WORK AND OVERTIME

6.01 (a) The standard work week shall be forty hours commencing from 00.01 hours on Sunday and the standard workday shall be eight hours.

(b) The normal hours of work shall be as posted. Work schedules for the week (if changed) will be posted by the preceding Thursday.

(i) Day Work (Monday through Friday)

7:00 a.m. to 3:30 p.m.

or

8:00 a.m. to 4:30 p.m.

1/2 hour unpaid lunch break starting between 11:30 a.m. and 12:30 p.m.

If lunch break does not begin by 1:00 PM they will be granted a 20 minute paid lunch break.

The above starting and quitting times may be changed by mutual agreement between the parties.

(ii) Shift Work (Two Shifts)

7:00 a.m. to 3:00 p.m.
* 3:00 p.m. to 11:00 p.m.

20 minute paid lunch break.

(iii) Shift Work (Three Shifts)

7:00 a.m. to 3:00 p.m.
3:00 p.m. to 11:00 p.m.
11:00 p.m. to 7:00 a.m.

20 minute paid lunch break

In the event of a Third Shift, the Company will endeavour to give at least seven (7) calendar days notice prior to implementation.

(iv) Elevator - Starting time as required by seasonal needs.

6.02

- (a) Authorized work performed in excess of the standard work week (40 hours) or standard work day (8 hours) will be paid at the rate of time and one-half (1-1/2) the employee's basic straight time rate or the rate of the job the employee is doing whichever is higher.
- (b) Authorized work performed on the employee's first scheduled day of rest will be paid at the rate of time and one-half the employee's basic straight time rate or the rate of the job the employee is doing whichever is higher.
- (c) Authorized work performed in excess of twelve hours in any twenty-four (24) hour period (unless it is as a result of a shift change with at least eight (8) hours of rest between the shifts) from the employees starting time (8 hours on the employee's first day of rest) and all hours on the employee's second day of rest will be paid at the rate of double the employee's basic straight time rate or the rate of the job the employee is doing whichever is higher.

- 6.03 It is understood that overtime will be distributed as equally as is reasonable amongst those employees who are qualified to perform the work and who regularly perform the work involved. The Company shall approach such employees on a voluntary basis but in the event that sufficient volunteers are not available, the Company shall detail the qualified junior employees to perform the required overtime work. An employee who declines overtime will be charged with the number of hours of work that were offered to him for purposes of overtime distribution. A list showing overtime hours worked by the employee, the hours of overtime refused by the employee and the total hours of worked overtime and refused will be posted monthly. The distribution of overtime will be based on the total hours worked and refused.
- 6.04 An employee who is required to work a minimum of two hours' overtime outside of his regularly scheduled shift shall be paid a \$6.00 meal allowance. An additional \$6.00 meal allowance shall be paid for each additional four (4) hours of overtime.
- 6.05 The Company will schedule for each employee, a break period of ten minutes during the first half and a second break period of ten minutes during the second half of each regular shift. A ten-minute break period will also be provided at the end of the shift before commencing overtime, if the overtime period to be worked is estimated to exceed one hour.
- 6.06 An employee who reports for work at the commencement of his assigned shift without previous notification not to do so, shall receive a minimum of four hours' work or four hours' pay at his regular straight time rate.
- 6.07 An employee called in to perform emergency work not continuous with his regular work period not previously scheduled by the Company, shall be paid a minimum of four hours' pay at the applicable overtime rate.

ARTICLE VII - PLANT HOLIDAYS

- 7.01 Employees with thirty days' service or more shall be paid for New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, a half-day for the day before Christmas Day, Christmas Day, Boxing Day, and a half-day for the day before New Year's Day for the standard number of hours which would have normally been worked by them respectively at the employee's regular straight time rate of pay. An employee shall not be disqualified from receiving holiday pay provided he works the shift before and the shift following the holiday.

Eligible employees will be paid for three additional holidays (*). These holidays may be taken anytime during the year but not normally during busy periods or consecutive with the employee's annual vacation. The employee will give one week's notice of the holiday he wishes to take and the day selected will be to the mutual convenience of the Company and the employee.

(* Note: In the event that Heritage Day is proclaimed as another holiday, one of these days will become Heritage Day and observed in accordance with government legislation.

- 7.02 When a plant holiday(s) falls on a weekend, the holiday will be observed on the Friday preceding or the Monday following.
- 7.03 An employee required to work on any of the above designated plant holidays will receive time and one-half his regular straight time rate for work performed, in addition to any plant holiday pay to which he may be entitled under paragraph 7.01.
- 7.04 If an eligible employee who is required to work on a plant holiday fails to do so, he will not be paid for the holiday unless his absence is due to illness attested to by a doctor's certificate, if the Company considers such evidence to be necessary, or other reason acceptable to the Company.
- 7.05 When a plant holiday falls within an employee's vacation period, it may, at the employee's request be taken consecutive with the employee's vacation or at another date mutually agreed on by the employee and the Company.

ARTICLE VIII - VACATIONS WITH PAY

- 8.01 The Union acknowledges that the Company has the right to schedule vacations at any time during the year. However, a sincere effort will be made to grant vacations at the time or times wanted by the employee, giving longer service employees preference. Vacations of more than 2 weeks during July and August will not necessarily be scheduled consecutively. Should the Company elect to close the plant for a one or two week vacation period, all eligible employees will take vacations at that time provided their services are not required for particular work.
- 8.02 Employees whose annual vacation entitlements are 3 weeks and over may use up the week(s) in excess of 2 by taking vacation time in any number of fraction of days (i.e. a day here, day there). A maximum of 2 weeks vacation (depending on employee eligibility) per year may be divided up and taken in this manner. Employees making such requests will give reasonable notice where practicable. It is understood that the existing policies apply, i.e. no more than four (4) employees absent on vacation at one time.
- 8.03 The vacation list will be posted no later than December 1st of the previous calendar year to have employees state their preferred choice of vacation dates for the coming year. Such notice will be removed by the Company on January 1st and a schedule will be completed by the second Friday in January. The Company will schedule vacations by seniority providing there is a limit of no more than four (4) on vacation and the required number of qualified or trained people are available to perform the work during such vacations.

Note: The Company and the Union shall meet, after determining the two (2) weeks maximum vacation period (i.e. summer) for each employee, for the purposes of reviewing the shifts that employees will be working in an attempt to distribute the off-shifts in an equitable manner.

Note: It is understood that, in the process of completing the vacation schedule in accordance with Article 8.03, an employee, who has sufficient skill, ability, and physical fitness to fulfil the job requirements, may make a request at the time of the preparation of the vacation schedule to fill a job vacancy created by another employee's taking time off for vacation. The Company will attempt to distribute the requests in an equitable manner recognizing seniority, fairness, the Job Training Program and the Company's operational requirements.

It is agreed that the parties will comply with Article 8.03

- 8.04 An employee who has completed his probationary period and has more than six months' but less than twelve months' service with the Company by July 1st of the current year shall be entitled to one week's vacation. Pay for such vacation shall be 4% of the employee's earnings for the period ending June 30th of the current year.
- 8.05 An employee with one year or more but less than five years' service by July 1st of the current year shall be entitled to two weeks' vacation. Pay for such vacation shall be 4% of the employee's earnings for the twelve-month period ending June 30th of the current year.
- 8.06 An employee with five years' or more but less than ten years' service by July 1st of the current year shall be entitled to three weeks' vacation. Pay for such vacation shall be 6% of the employee's earnings for the twelve-month period ending June 30th of the current year.
- 8.07 An employee who has completed ten years' or more but less than eighteen years' service by July 1st of the current year, shall be entitled to four weeks' vacation. Pay for such vacation shall be 8% of the employee's earnings for the twelve-month period ending June 30th of the current year.
- 8.08 An employee who has completed eighteen years' or more but less than twenty-six years' service by July 1st of the current year shall be entitled to five weeks' vacation. Pay for such vacation shall be 10% of the employee's earnings for the twelve-month period ending June 30th of the current year.
- 8.09 An employee who has completed 26 years' service or more by July 1st shall be entitled to 6 weeks' vacation. Pay for such vacation shall be 12% of the employee's earnings for the twelve-month period ending June 30th of the current year.

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- 8.10 payments from Worker's Compensation or Weekly Sick Benefit Insurance will be included in the employee's earnings for the purpose of calculating vacation pay.
- 8.11 When the vacation is scheduled prior to July 1st, vacation pay in such instances shall be computed at the appropriate percentage up to one week prior to the vacation period. Each employee shall receive his vacation pay and the basis of the pay calculation prior to his vacation date. The employee concerned shall then be entitled to any balance of his vacation pay as specified in paragraphs, 8.04, 8.05, 8.06, 8.07, 8.08 or 8.09, whichever is applicable, after July 1st. An employee who selects all or part of his vacation after July 1st will have the option of receiving his vacation pay no later than the week following July 1st or he may elect (at the time of his requesting his vacation) to hold his vacation pay until he actually takes his vacation but no later than December 31st of the vacation year. Employees will be provided with the basis for their respective vacation pay calculations.
- 8.12 An employee voluntarily quitting his employment during the vacation year shall receive any unused vacation pay entitlement in accordance with this Article. An employee discharged for cause will be paid for any unused vacation credit in accordance with the Canada Labour (Standards) Code.

ARTICLE IX - GRIEVANCE PROCEDURE

- 9.01 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible and it is generally understood that an employee has no grievance until he has first given to his Foreman an opportunity to adjust his complaint, and that such complaint shall be registered within fifteen (15) working days of the alleged circumstances coming to the knowledge of the employee. The Foreman's reply shall be given to the employee within three (3) full working days.
- 9.02 If such complaint is not settled satisfactorily, it may be taken up as a grievance within three (3) full working days of the reply referred to in 9.01. A written record of the grievance on a standard form to be supplied by the Union shall be signed and submitted by the employee to his Foreman.

Step No. 1 Within five (5) full working days of receipt of the written grievance, a conference shall take place between the aggrieved employee, who shall be accompanied by the Union Steward, and the Foreman. The employee's Foreman or his designee shall give his written decision to the Union Steward within three (3) full working days following the meeting, indicating the date and the Company's response to the grievance.

Failing settlement, the Union shall, within not more than three (3) full working days, notify the Company of its intent to proceed to Step No. 2.

Step No. 2 Within five (5) full working days of the notice of intent to proceed to Step No. 2, a conference shall be held between the aggrieved employee, the Grievance committee and the Manager and/or other authorized representatives of the Company. A representative of the Union will attend if requested by either party.

Management shall give its written decision to the Chief Steward within five (5) full working days of such conference, indicating the date and the Company's response to the grievance.

Step No. 3 Failing a settlement under Step No. 2 (or of any matter properly submitted at Step 2) pursuant to this Article regarding any difference between the parties arising from the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable, such difference or unresolved question may be submitted to arbitration, as provided in Article X, within 30 working days.

9.03 Saturdays, Sundays and plant holidays will not be counted in determining the time within which any action is to be taken or completed in each of the steps of the Grievance Procedure or under Article X. The time limits and other procedural requirements set out in Articles 9 and 10 are mandatory and not merely directory. Any and all time limits fixed by this Article and Article X may at any time be extended by written agreement between the Company and the Union.

9.04 All decisions arrived at between the representatives of the Company and the Union shall be final and binding upon the Company, the Union and the employee or employees concerned.

9.05 When a complaint or grievance which affects the rate of pay of an employee is settled and as a result the employee receives an increase in his rate, such increase shall be paid retroactively to the date the error was made or such other date as may be agreed upon.

9.06 **If** an employee with seniority is dismissed or suspended for any reason and feels he **has** been unjustly dealt with, he may inform his Steward who shall, if a grievance is to be filed, file such written grievance with the Company within eight working days of the suspension or dismissal. The dismissal or suspension shall then be dealt with under the grievance procedure herein, beginning with the Second Step. Notice of dismissal or suspension and the reason therefore shall be given in writing with a copy to the Union on the same date.

If subsequently it is decided that the employee was unjustly dismissed or suspended, he shall be reinstated in his former job and compensated for such time **lost as is** determined by the grievance or arbitration procedure, or such other settlement **as is** deemed to be just and equitable.

9.07 It is understood that in the case of any general allegation by the Union that the Company has violated this Agreement in such a manner that an individual employee could not rightly process the grievance under this Article IX, the Union may present such allegation to the Company at the Second Step level of the Grievance Procedure.

9.08 An employee who receives a written reprimand from the Company shall have such reprimand removed from his record after a period of twelve (12) months provided that during such period he has not received other related written reprimands of like nature.

An employee who receives a suspension shall have such suspension removed from his record after a period of eighteen (18) months, provided that during such period he has not received other disciplinary action of like nature.

A copy of written disciplinary action will be provided to the local union.

ARTICLE X - ARBITRATION

10.01 (a) Whenever either party to the Agreement submits any grievance to arbitration, written notice shall be given to the other party formally stating the subject of the grievance and the Agreement Clause allegedly violated, and at the same time nominating an Arbitrator. If the recipient of the notice does not agree with the nomination, the parties will meet forthwith and attempt to select an alternative. If the parties fail to agree on the selection of an Arbitrator, the Federal Minister of Labour will be requested to make the appointment. As soon as the Arbitrator is appointed, he shall convene a meeting to hear the evidence and representations of the parties, and render a decision as soon as possible.

(b) It is understood that the parties may mutually agree to use consensual mediation-arbitration; however, an appointee cannot extend their authority or decisions beyond the restrictions found in Article X – Arbitration. If a mediation-arbitration appointee is agreed upon, Article 10.02 is not applicable. If the parties fail to agree to use this process, the regular arbitration process will apply.

10.02 No person shall be selected as an Arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

10.03 No grievance shall be considered by the Arbitrator unless it has been properly carried through all previous steps of the Grievance Procedure.

10.04 The Arbitrator shall not have jurisdiction to alter or change any of the provisions of this Agreement or to substitute any new provisions in lieu thereof, or to give any decision inconsistent with the terms and provisions of this Agreement, or to deal with any matters not covered by the Agreement.

- 10.05 The parties will jointly bear the expense of the Arbitrator.
- 10.06 Notwithstanding the provisions of this Article, the parties agree that the arbitration provisions of the Canada Labour Code shall apply at the request of either party.

ARTICLE XI - NON-INTERRUPTION OF WORK

- 11.01 The Company agrees that there will be no lockout during the term of this Agreement.
- 11.02 The Union agrees that during the term of this Agreement, there will be no strike, slowdown or other stoppage of work or interference with production and will hold its members to this responsibility.

ARTICLE XII - SENIORITY

- 12.01 An employee's seniority date shall be his last date of employment by the Company since which there has been no quit or discharge to break his continuous service.
- 12.02 (a) A new full time regular employee will be on probation and will not acquire seniority until he has worked for forty-five days accumulated over a period of six consecutive months. On completion of this probationary period, his seniority shall be established as the date forty-five consecutive working days prior to the day on which he completed his probationary period. During the probationary period, an employee may be discharged for any reason providing such action is not exercised in a manner that is arbitrary or in bad faith.
- (b) A casual employee is defined as a person who cannot acquire seniority rights and who is neither a probationary employee nor a full time regular employee, but works on a part-time, temporary, or short term basis (i.e. working for periods during the corn harvest, seasonal, or to replace employees who are absent due to vacations, illness, or injury). In order for these persons to be considered for regular full time status, they must commence a probationary period pursuant to this Collective Agreement.
- 12.03 A probationary employee shall be paid a rate of one dollar (\$1.00) below the rate for the job as shown in Schedule ■ -
- 12.04 Every six months a seniority list showing each employee's seniority date will be prepared by the Company and posted on a plant bulletin board and a copy will be provided to the Local Union. Seniority lists will be maintained between postings. An employee who believes his seniority is incorrectly shown may take the matter up as a grievance.

- 12.05 An employee shall lose all seniority and his name shall be removed from the employment records of the Company when he :
- (a) quits,
 - (b) is discharged for just cause,
 - (c) fails to report from lay-off (i.e recalled pursuant to 13.04) or is laid off for a period exceeding his recall rights as provided in paragraph 13.05,
 - (d) receives severance pay as provided herein.

ARTICLE XIII - LAYOFF AND RECALL

- 13.01 a) When it becomes necessary to reduce the working force of employees, seniority will prevail so long as it does not prevent the Company from maintaining a working force of employees who possess the skill, ability, and physical fitness to capably perform the work which is available and are willing to do such work at the scheduled **rate** for the job. In such cases where an employee with seniority accepts a lower rated job rather than be laid off, his regular rate will be protected for a period of thirty working days. Short time operations are not considered layoff for purposes of this article. Short time operation shall be defined as any day of work of less than 8 hours. Employees who have not had the opportunity to qualify for another job, in accordance with 14.05, will be given up to 2 weeks to qualify for a junior employee's job to avoid a layoff.
- b) For the purpose of this clause, it is understood that all senior employees possess the skill and ability to perform the packer/piler job.
- c) For purposes of this Article and when a third (3rd) shift is cancelled, it is understood an employee on the third (3rd) shift, under normal circumstances will revert back in accordance with the attached Shift Schedule Appendix. For purposes of clarification, an employee reverts back to his former two-shift position (if there was one) that he held prior to the third (3rd) shift.
- 13.02 A more senior employee may choose to take a layoff instead of a junior employee, if **the** senior employee so requests. The agreement to go out of seniority by this employee must be by mutual agreement between the Company and the employee. **The** employee shall have normal recall rights but may not bump another employee even if the layoff is extended.
- 13.03 The Company shall notify the Union and those employees affected by any layoff, of **such** layoff, at least 5 working days in advance of such layoff or pay to those employees an amount in lieu thereof. This section shall not apply to layoffs of less than 5 working days duration.
- 13.04 Laid off personnel will be recalled from layoff on the basis of seniority provided those recalled possess the skill, ability, experience and physical fitness to capably perform **the** work which is available. Recall will be made by telephone and if this means is unsuccessful, the employee will be advised by letter, delivered by courier, or sent by registered mail at the last address he made known to the Company.

- 13.05 An employee with three or more year's seniority who is laid off for a period in excess of twenty-four months or an employee with less than three years' seniority, who is laid off for the lesser of twelve months or a period equal to his seniority of an employee who fails to report from lay off when recalled, will have his seniority standing cancelled and his name removed from the employment records of the Company.
- 13.06 It is the responsibility of the employee to keep the Company informed at all times as to his current address and nearest telephone number.

ARTICLE XIV - TEMPORARY TRANSFER, PROMOTION AND JOB POSTING

14.01 Temporary Vacancies

- a) Temporary vacancies with an expected duration of 30 working days or more will be posted using the procedure outlined in Article 14.03. This excludes vacancies created by medical leaves of absences, WSIB, and modified work arrangements. This period may be changed by mutual agreement between the parties where such change is reasonable.
- b) i) A temporary vacancy of three (3) working days or less will normally be filled through the process of temporary transfers by way of assignment except as noted in paragraph c).
- ii) A temporary vacancy of greater than three (3) working days but less than thirty (30) working days will be handled through the process of temporary transfers except as noted in paragraph c) as follows :

Step #1:

The Company will approach by seniority the other qualified employees on the shift where the temporary vacancy occurs (see Skills Inventory List) to fill the duration of the leave.

Step #2:

When such a temporary vacancy cannot be filled in this manner, the temporary vacancy will be filled by the appointment of a junior qualified employee on the shift where the temporary vacancy occurs, then by plant-wide seniority (see Skills Inventory List).

Step #3:

It is understood that the Company will be allowed the ability to use the Training Opportunity Program in place of Step #1 and Step #2.

Step #4:

Employees returning from these temporary leaves of absences will return to their former jobs and employees who have moved as a result of those temporary leaves shall revert to their former job as if the temporary leave had never occurred.

- c) It is acknowledged that medical leaves of absence, WSIB, and modified work arrangements are temporary in nature regardless of the length of leave. Such leaves of absences that are expected to exceed three (3) working days will be handled as follows:

Step #1 :

The Company will approach by seniority the other qualified employees (see Skills Inventory List) to fill the duration of the leave.

Step #2:

When such a temporary vacancy cannot be filled in this manner, the temporary vacancy will be filled by the appointment of a junior qualified employee on the Skills Inventory List.

Step #3:

It is understood that the Company will be allowed the ability to use the Training Opportunity Program in place of Step #1 and Step #2.

Step #4:

Employees returning from these medical leaves of absences will return to their former jobs and employees who have moved as a result of those temporary leaves shall revert to their former job as if the temporary leave had never occurred.

- d) An employee temporarily assigned to a higher rated job shall be paid at the higher rate providing the assignment exceeds one hour's duration. An employee temporarily assigned to a lower rated job will continue to receive his regular rate except in cases where such employee requests a lower rated job or is assigned to a lower rated job for disciplinary or health reasons. Temporary assignments should not be confused with regular transfers or promotions or with job changes caused by layoff.

14.02

Selection for job vacancies within the bargaining unit shall be the senior applicant who has sufficient skill, ability and physical fitness to fulfil the job requirements.

14.03 When the Company elects to fill a permanent job vacancy that occurs within the complement of job classifications covered by this Agreement, notice of such vacancy shall be posted on the bulletin board for three working days. An employee may indicate his desire to be considered for the vacancy by adding his name to the job posting. Employees going on leave or vacation may file a request with the Company to be considered for any vacancy he desires which occurs during his absence. Applicants will be considered by the Company in accordance with Article 14.02. The successful applicant shall receive the rate of the new job upon assuming the full duties.

Note: It is understood that changing from a second to a third shift, under normal circumstances, will be done in accordance with the attached Shift Schedule Appendix.

- 14.04**
- (a) All vacancies with an expected duration of 30 working days will be posted in accordance with paragraph 14.03. This period may be changed by mutual agreement between the parties where such change is reasonable.
 - (b) Employees returning from approved leaves of absence will return to their former jobs and employees who have moved as a result of any posting that resulted from such leave shall revert to their former job as if the posting had never occurred.

- 14.05**
- a) The Company shall post all training opportunities. Training opportunities shall be offered by seniority** to employees who have indicated interest and who have sufficient skill, ability and physical fitness to fulfill the job requirements and are willing to do the job.

** Note: For the life of this Collective Agreement, training opportunities shall be offered to those with less than four (4) skills (see Skills Inventory List). When all employees have a minimum of four (4) skills, Article 14.05 a) will be implemented regarding offering such training opportunities by seniority, etc. It is understood that, where there are no employees responding to the training opportunities, the Company may direct the junior person for the training opportunity.

- b) It is understood that training will, where practical, be conducted on the day shift with persons currently assigned to the day shift.
- c) A Joint Training Union-Management Team will be formed to provide input to the Company on the Training Opportunities Program.

14.06 The chief steward will be provided with a copy of job postings, training postings and the name of the successful applicant.

ARTICLE XV - WAGE RATES

- 15.01 Wage rates shall be in accordance with the Schedule of Wage Rates attached hereto as Schedule 1.
- 15.02 In addition to the wage rates in Schedule 1 on date of ratification, for work performed, shift premiums of .60 cents for afternoon and .60 cents for night shifts shall be paid. Shift premiums shall be subject to overtime hours worked and will be at the premium (1.5 ~~or~~ 2 times) as appropriate for the overtime worked.
- 15.03 Where an employee in maintenance is required to provide his own tools, the Company agrees to replace any such tool that is broken or worn out on the job. It is understood that the Company is not responsible for replacement if the breakage is due to misuse or negligence or if it is not necessary to the normal performance of the job.

ARTICLE XVI - BULLETIN BOARDS

- 16.01 The Company shall provide reasonable space on bulletin boards in the plant for the posting of official Union notices.
- 16.02 The Company shall provide a bulletin board for Health & Safety matters, separate from the general board. This will contain only health and safety information as outlined in the Masterfeeds Inc. safety manual, applicable health and safety legislation, and as deemed appropriate by the Joint Health & Safety Committee.

ARTICLE XVII - LEAVE OF ABSENCE

- 17.01 The Company may grant leave of absence to any employee for legitimate personal reasons and any person who is absent with written permission shall not lose his seniority.
- 17.02 In the case of leave to attend Union business, it is understood that, normally, not more than two employees will be absent at any one time.
- 17.03 In the event of the death of an immediate relative, leave of absence up to three consecutive days (five consecutive days for death of employee's spouse) will be granted the bereaved employee for the purpose of attending and, where necessary, making arrangements for the funeral. Such employee shall be paid his straight time basic rate excluding shift or other premium for the scheduled hours he otherwise would have worked during such leave. "immediate relative" shall mean an employee's mother, father, son, daughter, brother, sister, mother-in-law, father-in-law, brother-in-law or sister-in-law. "Employee" shall mean a regular full-time employee of the Company who has completed his probationary period. In the event of the death of his grandparents, grandchildren, son-in-law, daughter-in-law, an "employee" will be granted one day's leave of absence with pay for the purpose of attending the funeral.

- 17.04 When an employee is called by the Crown for jury duty or as a subpoenaed witness **and** must, as a result, lose time from work, the Company agrees to pay **such** employee the difference between the fee received from the Crown and **the** employee's straight time basic rate, excluding shift or other premium for the scheduled hours he otherwise would have worked.

ARTICLE XVIII - WELFARE BENEFITS AND SAFETY

- 18.01 The Company agrees to pay the premium costs of the following insurance plans, subject to the conditions set forth in a letter from the Company to the Union appended to this Agreement, which shall be continued during the term of this agreement.
- a Accidental Death & Dismemberment
 - Weekly Indemnity
 - a Employee Life
 - Extended Health Care (Major Medical, Prescription Drug, Semi Private Hospital)
 - a Dental Insurance Plan
 - a Long Term Disability Insurance Plan
- 18.02 The Company agrees to continue to make reasonable provisions for the safety and health of its employees at the plant during the hours of employment, and comply **with** all appropriate legislation including the Canada Labour Code.
- 18.03 When an employee, while carrying out his assigned duties, is disabled as a result of an industrial accident, he shall be paid for the remainder of his scheduled shift (less any amount that the employee may receive from Worker's Compensation).
- 18.04 The parties will maintain a joint Health and Safety Committee comprising of at least **two** members appointed by each party. The joint committee will hold meetings a minimum of once per month. An inspection of the entire facility will be done once per month, by the certified management member or designate worker, who may be accompanied by the certified management member or designate. The committee **will** establish Terms of Reference and operate accordingly. These provisions are in accordance with the CLC Part II and its regulations.

ARTICLE XIX - SEVERANCE PAYMENT

- 19.01 When the plant or a department is closed down and the Company is unable to offer other employment to the employees who are permanently displaced, a separation payment will be paid to each employee with seniority on the basis of one week's pay for each complete year of service.

Severance payment is subject to the following conditions:

- (a) The employee is actively employed by the Company or is carried on the lay-off list:

- (b) Employees who are off sick or receiving Worker's Compensation but continue to hold seniority will be eligible;
- (c) No employee will be granted a severance payment totalling more than he would have earned at his straight time rate of pay from the date of his lay-off, until his normal retirement date;
- (d) The closing of the plant does not result from strike, fire or explosion;
- (e) The employee continues to work for the Company in a satisfactory manner for as long as his services are required.

It is understood that receipt of separation payment cancels seniority. If later rehired, no repayment of the separation payment will be required or allowed and no seniority will be reinstated. Seniority will begin and accumulate from the date of re-hire.

ARTICLE XX - MISCELLANEOUS

20.01 The Company will provide and those employees who accept will wear the following clothes each calendar year at no cost to the employees:

2 shirts
2 pants
2 coveralls (1 pair may be insulated)
5 tee shirts

If additional shirts, pants or coveralls are required because of work wear, they will also be provided at no cost.

Once every two (2) calendar years the Company will pay 50% towards the purchase of a winter parka and a summer jacket.

20.02 Work gloves will be provided and replaced as required upon the condition that the worn out pair is turned in.

20.03 The wearing of safety boots is mandatory. Effective April 1, 2004, the Company will pay up to a maximum of \$130.00 as required towards footwear from a mutually agreed list of approved footwear, upon proof of purchase by the employee.

ARTICLE XXI - TERMINATION

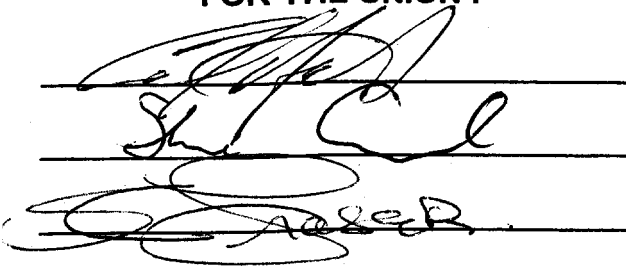
21.01 This Agreement shall be in effect from the date of ratification except where otherwise specifically stated to March 31, 2005 and continue automatically thereafter during annual periods of one year each, unless either party notifies the other in writing within 90 days prior to the annual expiration date that it desires to amend or terminate this Agreement.

21.02

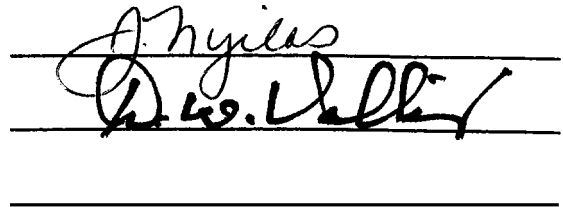
If, pursuant to such negotiations, agreement on the renewal or amendment of this Agreement is not reached prior to the expiration date, this Agreement shall be automatically extended until consummation of a new Agreement or completion of the conciliation proceedings prescribed under the Canada Labour Code whichever should first occur.

Signed at _____, Ontario, this _____ day of _____ 2004.

FOR THE UNION :



FOR THE COMPANY :



SCHEDULE I

SCHEDULE OF WAGE RATES

		Effective April 1/03	Effective April 1/04
I.	Maintenance Person (Senior)**	21.00	21.42
II.	Micro Batch Mix Operator Batch Mix Operator Head Shipper	18.27	18.64
III.	Pellet Mill Operator Elevator Operator Grain Processors Maintenance Person (Junior)*** Bulk Shipper Quality Control Utility Person Bulk Receiver (train cars)	17.99	18.35
IV.	Shipper - Receivers Micro Operator	17.43	17.78
IV.	Packer/Piler	16.94	17.28
V.	Janitor	16.78	17.12
VI.	Casual rate shall be 70% of the Category V rate.		

Lead Hand Premium - \$0.60 per hour, effective the date of ratification, for all hours worked while acting as lead hand (including overtime). This premium will be \$1.50 per hour for replacing the Plant Foreman when he is on extended vacation. In no event will an employee receive both premiums.

Note** 1. Further to the negotiations of 2003, it is agreed that this rate of \$21.00 will take effect as of the first day worked by Ab Grahman. It is understood that this rate is a "with credentials" rate (meaning a trades person with ticket or equivalent experience as determined by the Employer). This rate will be identified in the Collective Agreement and subject to general increases commencing in 2004.

Schedule of Wage Rates (cont'd)

2. It is understood that – subject to the Employer's needs – this person is not required to meet the requirements of #3 of the Skills Inventory by Individual Schedule.

Note***

1. This rate is effective April 1, 2003.
2. It is understood that any grievances submitted or that have not been submitted regarding the Maintenance Person (Junior) for those working in the position for the period up to the date of ratification are deemed null and void (e.g. withdrawn).

SCHEDULE II

MAINTENANCE TRAINING PROGRAM

The Company agrees to pay the following rates for apprentices:

	1st Year	2nd Year
Starting (first 1,000 hours)	\$10.18	\$10.64
1,000 - 2,000 hours	\$10.58	\$11.06
2,000 - 3,000 hours	\$11.09	\$11.59
3,000 - 4,000 hours	\$11.39	\$11.90
4,000 - 5,000 hours	\$11.79	\$12.32
5,000 hours to completion	\$12.20	\$12.75
Add to the Appendix " A Journeyman Tradesman	\$12.59	\$13.16

Apprentice to receive his rate plus any increases negotiated now or in future until he fits into grouping that provides a higher rate of pay. (The Company agrees to advance his UIC benefits, which he will repay to the Company when he receives them).

The initial assignment to the proper Hours Group shall be on the basis of the employee's qualifications as determined by the Ministry of Colleges and Universities (the Company agrees to supply information to the Ministry to assist the determination).

Should the employee currently be receiving a rate of pay in excess of what his qualifications warrant, he shall not suffer any loss in pay but he shall not be entitled to any wage adjustment in groupings until his training and instruction so warrant but he shall receive any negotiated wage settlements as a raise.

Upon successful completion of the program they shall be paid the rate of Journeyman Tradesman.

January 22, 2004

Negotiating Committee,
Local 53-0,
Communications, Energy and Paperworkers
Union of Canada,
C/O Baden Plant,
Baden, Ontario

Employee Group Insurance Benefits

Whereas Article 18.01 of the Collective Bargaining Agreement sets out the following:

The Company agrees to pay the premium costs of the following insurance plans, subject to the conditions set forth in a letter from the Company to the Union appended to this Agreement, which shall be continued during the term of this Agreement.

- Accidental Death and Dismemberment
- Weekly Indemnity
- Employee Life
- Extended Health Care (Major Medical, Prescription Drug, Semi-Private Hospital)
- Dental
- Long Term Disability

This document is the letter outlined in Article 18.01.

The Company will pay the premium cost of the Group Insurance Benefits adjudicated and underwritten (and/or administered) by the insurer of its choice (presently the Great-West Life Assurance Company) for employees who have completed their probationary period and otherwise have fulfilled the eligibility requirements of the insurer. With respect to the probationary period, benefits will be effective on the first day of the month following 2 months of continuous full-time employment.

Weekly Indemnity Coverage

Effective September 1, 1999 the weekly benefit will be sixty-six and two-thirds percent (66 2/3%) of the employee's weekly earnings that are insurable under the Employment Insurance Act.

An insured employee if disabled, subject to the adjudication by the insurer, will be eligible for benefits from the first day of absence due to a non-occupational accident, from the fourth day where the absence is due to a bona fide sickness, from the first day for hospitalization, and from the first day of out-patient care (with the following restrictions: it is the result of surgery, supported by a bona fide medical opinion for the duration of the absence, and requires a minimum of four hours in the hospital as an out-patient). The benefit will be payable for a maximum of twenty-six weeks.

Employee Life & Accidental Death and Dismemberment Coverage

Effective December 1, 2003, the Company will pay the premium cost for Employee Life Coverage in the amount of \$31,000 for employees actively at work at the time. The Company **will** pay the premium cost for the same amount of Accidental Death & Dismemberment coverage. Effective April 1, 2004, the Life and AD&D benefit will increase to \$32,000 for employees actively at work at the time.

Effective September 1/99, Life Insurance in the amount of \$2,000 shall be provided for **the** employee's spouse.

Extended Health Care Coverage

The Company will pay the premium cost of the Major Medical coverage with a deductible of \$25 single / \$50 family per calendar year and a Prescription Drug Plan with a deductible of \$10 single / \$20 family per calendar year,

Effective November 16, 2003, the Company will pay the premium cost of a Semi-Private Hospital plan with a maximum daily benefit of \$155.00.

Effective the month following ratification, the vision care benefit (inclusive of safety glasses) will be increased to \$135 per covered person per 24-month period. The vision **plan** will include eyeglass frames and lenses, safety glasses, dispensing fees and contact lenses. The vision benefit will remain at \$135 per covered person per 24-month period.

Effective November 16, 2003, chiropractic and licensed massage therapist coverage shall be, subject to the provisions between the carrier and Provincial Health Care Plan, increased to \$13.00 per visit to a maximum of \$300.00 per calendar year for active employees. It is understood that the employee's portion of the fee can be claimed prior to exhausting benefits under the Provincial Health Care Plan.

Dental Coverage

The Company will pay the premium cost of a Dental Coverage plan. Effective November 16, 2003, the 2002 ODA schedule of fees apply.

Effective April 1, 2004, the 2003 ODA schedule of fees apply.

Long Term Disability

Effective May 01, 2001, the Company will pay the premium cost of a Long Term Disability Insurance Plan with a disability benefit of sixty-six and two-thirds percent (66 2/3%) of basic earnings, excluding overtime or other premium to a maximum of \$1890.00 per month. No benefits are payable for the first twenty-six weeks of disability. Canada Pension Plan, Workplace Safety and Insurance Act, and other legislated benefits shall **be** integrated with the long term disability benefit.

It is understood that payment by the Company, is in lieu of any employee entitlement to a future premium reduction under the Employment Insurance Act.

It is further understood that payment by the Company of group Accidental Death and Dismemberment, Weekly Indemnity, Employee Life, Extended Health Care, Dental Care and Long Term Disability benefit premiums, as described above, is conditional upon the employee performing work for the Company during the month in which the premiums fall due. Subject to the agreement of the group insurance company, benefit premiums will be

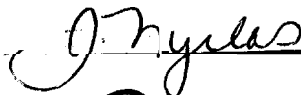
paid by the Company for six months after the month the eligible employee last worked if their absence is due to accident or illness. If the insurer will not allow the 6-month extension, the Company will pay the premiums for the longest period of time allowable by the group insurer to a maximum of six months.


The Company may elect, at some future date, to transfer the underwriting and administration of one or more of these benefit plans to another insurance carrier, with the understanding that in this event, the benefits that will be provided by the new carrier will be substantially similar to those in effect at this date.

Would you please indicate the Union's concurrence with this understanding by countersigning the duplicate copy of this letter and return it to the Company.


Yours truly,


MASTERFEEDS INC.






Countersigned for Local 53-0
COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION OF CANADA







August 6, 1997

Communications, Energy and Paperworkers
Union of Canada
Local 53-0

Re: 1995 Negotiations

During the negotiations for the renewal of the Collective Agreement expiring March 31, 1999, **the issue** of maintenance staffing arose. As a result of these discussions, the following **was** agreed upon:

“It is recognized that the Company has the sole discretion to seek, appoint, and retain a person for the position of Maintenance Man (Senior), whether such a person is acquired from inside ~~or~~ outside the bargaining unit, and to determine what duties are or are not required in that position. Payment shall be in accordance with Schedule 1 in the Collective Agreement.”

Robert Bruce
Plant Manager

August 1, 1997

Communications, Energy and Paperworkers
Union of Canada
Local 53-0

Re: Article VIII - Vacation

In order to clarify the interpretation of **Article 8.03**, **the** following is understood:

At the beginning of week one of the scheduling, the first four (4) senior employees **will** be approached in the first three days of this week regarding their vacation preference **and** they must indicate their preference by seniority in the remaining two days (Thursday, Friday) of the same week or be placed at the end of the list. In week **two of the** scheduling, the **next** four (4) senior employees will be approached in the first three **days of** this week regarding their vacation preference and they must indicate their preference in the remaining **two** days (Thursday, Friday) of the same week or be placed at the end of the list. The process continues until all employees have had the opportunity to make a selection. **If** any employee is absent, unavailable and/or cannot **be** contacted, he will be placed at the end of the list as if he did not make a selection **in his** applicable week. After all employees have had the opportunity to make a selection, the relevant **articles will apply.**

Employees who have not exercised their right during their week, may exercise their **right at** any time as long as they do not interfere with anyone who has exercised their preference.

The parties agree that they may jointly waive this letter during the life of the agreement in the event that the parties cannot accept its application.

January 22, 2004

Communications, Energy and Paperworkers
Union of Canada
Local 53-0

The Company and the Union both acknowledge the safe and early return to work provisions pursuant to the occupational health and safety regulations, and **WSIB** directives.

It is understood that all workplace parties are to cooperate with **Modified Duties/Transitional Return to Work** under **WSIB** and the Human Rights Code. It should be noted that in addition to legal compliance, early return to work has been proven to benefit the employee's rehabilitation process. Therefore, modified or transitional work plans for disabled or injured workers are not subject to the posting process with respect to training opportunities or job **postings**. The Company will provide suitable modified work, including training, to disabled employees as it is required to do, and there will be not complaint or grievance on behalf of other employees in the bargaining unit regarding posting of this work and/or training.

SKILLS INVENTORY BY INDIVIDUAL - Baden Plant

BY SKILL-EMPLOYEES LEFT TO RIGHT IN ORDER OF SENIORITY

Position Name	Duane Snyder	Murray Koch	Jim Ramseyer	Don Snider	Barry McMillan	Richard Schumm	Brian Roth	George Hardy	John Hoiting	C. Swartzentruber	Al Oswald	Bob Meinema	Don Meekison	Cal Nafziger	John Scheerer	Shane Cassel	Anthony Medley	Joe Illig	Barry Becker	Vic Komer	Keith Diamond	Ken Kent
Micro Batch Mix Operator				✓		✓																
Batch Mix Operator	✓	✓					✓				✓			✓	✓							
Head Shipper	✓		✓			✓				✓	✓		✓									
Pellet Mill Operator	✓						✓		✓		✓	✓			✓		✓			✓		
Elevator Operator		✓							✓	✓				✓								
Grain Processors					✓						✓	✓		✓				✓				
Maintenance Person (Senior)																						
Bulk Shipper Quality Control	✓	✓				✓	✓		✓	✓	✓		✓	✓		✓						
Bulk Receiver (train cars)					✓		✓	✓	✓	✓	✓	✓		✓								
Maintenance Person (Junior)		✓								✓	✓											
Shipper - Receivers	✓	✓	✓			✓		✓		✓	✓		✓	✓		✓						✓
Micro Operator				✓		✓																
Packer/Piler	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

- Note: 1. The individual skills inventory list will be confirmed within 30 days of ratification and signed-off by the Union and Company. It is understood that this term "skills" shall mean being qualified in the job or being trained in the job but not having been qualified in the job pursuant to the job posting procedures.
2. It is recognized that this "skills inventory" list by individual will be updated when a new employee attains seniority and/or in accordance with the job posting and training provisions of the Collective Agreement (i.e. Article XIV) when someone attains a new skill. In spite of the previous sentence, it is understood that an employee will lose his "skills" for a particular job if he has not worked in that job for 2 consecutive 5 day periods in a 24 month period and/or the job has significantly changed (e.g. technological change).
3. It is understood that each employee must be skilled in four (4) jobs to maintain employment (subject of HRC).

SHIFT SCHEDULE - APPENDIX B

Revised by Al & Darrell August 28, 2003 final check before Conciliation

- Note: 1. This Shift Schedule Appendix is subject to the Management Rights provisions as well as the other provisions identified in the Collective Agreement.
 2. It is understood that on a 2 & 3 shift operation (a full 1 shift has not been developed), the following Shift Schedules will be in effect recognizing that there are shift rotations and that this Shift Schedule Appendix will be updated as required (e.g. when permanent postings occur; new employees are hired; a job is scheduled as a day shift only). A shift change from 2 to 3 and 3 to 2 will not be posted.
 3. In spite of this Shift Schedule Appendix, the parties may mutually agree to change its content.
 4. This Shift Schedule forms an Appendix to the Collective Agreement.
 5. Since certain jobs are currently on one shift, these jobs have also been identified with an "*" - but on an information only basis - since one shift jobs are not affected by the movement from 2 to 3 and 3 to 2 shifts.

HOME BASE (On 2 Shifts)

Two Shift Operation

Three Shift Operation

	Shift "A"	Shift "B"	Shift "A"	Shift "B"	Shift "C"
Batch Mix Operator	Brian Roth	Duane Snyder	Brian Roth	Al Oswald	Duane Snyder
Pellet Mill Operator	John Scheerer	Anthony Medley	John Scheerer	Anthony Medley	Barry Becker
Packer/Piler	Al Oswald		Don Meekison	-	-
Packer/Piler	Don Meekison	-	Calvin Natziger	-	-
Packer/Piler	Calvin Natziger		Joe Illig	-	-
Packer/Piler	Joe Illig	-	Keith Diamond		-
Packer/Piler	Barry Becker				
	Keith Diamond				
Grain Processors	Bob Meinema	Barry McMillan	Bob Meinema	Barry McMillan	-
Bulk Shipper & QC ***	Murry Koch	-	Murry Koch	-	
Bulk Rec'ing ***	George Hardy	-	George Hardy	-	-
Head Shipper ***	Jim Ramseyer		Jim Ramseyer		-
Shipper	Kenneth Kent	Shane Cassel	Kenneth Kent	Shane Cassel	
Elevator Operator ***	John Hoiting	-	John Hoiting	-	-
Micro Batch Operator ***	Don Snyder	-	Don Snyder	-	-
Micro operator ***	Richard Schumm	-	Richard Schumm	-	-
Maintenance ***	Craig Swartzentruber	-	Craig Swartzentruber	-	-

August 16, 1999

Letter of Agreement (Not in Collective Agreement)

This letter sets forth the following:

- (a) On a without prejudice basis to the Company, the Company agrees to allow the jobs that are operating on a day shift basis to start one hour early on Friday (e.g. 6 A.M. – packer; 7 A.M. – maintenance) in a like manner to the current shift workers who commence early on Friday (e.g. 7 A.M. change to 6 A.M.) – commencing on the Friday following ratification up to and including the last Friday in September 1999.
- (b) It is understood that this arrangement applies to all day shift positions and is not discretionary for individual employees. Exceptions to this must be agreed upon by the Union and the Company.
- (c) In the event that work is required on the day shift for the one (1) hour period after the completion of the shift (e.g. 2 P.M. – 3 P.M.), the Company has the right to exercise the mandatory overtime provision or appoint a person from the second shift to perform the work.
- (d) Notwithstanding any of the provisions above, the parties agree that the Company has the unfettered right to cancel this arrangement at any time as a result of operational considerations. However, prior to cancelling this arrangement, the Company agrees to discuss the reasons for the cancellation with the Union.

October 30, 2003

Letter of Agreement (Not in Collective Agreement)

This letter sets forth the following:

- (a) On a without prejudice basis to the Company, the Company agrees to allow the jobs that are operating on a day shift basis to start one (1) hour early on Friday (e.g. 6 A.M. – packer; 7 A.M. – maintenance) in a like manner to the current shift workers who commence early on Friday (e.g. 7 A.M. change to 6 A.M.) – commencing on the Friday following ratification.
- (b) It is understood that this arrangement applies to day shift positions and is not discretionary for individual employees. It is understood that the Elevator position (pursuant to 6.01(b)(iv)) is subject to seasonal and customer needs. Exceptions to this must be agreed upon by the Union and the Company.
- (c) In the event that work is required on the day shift for the one (1) hour period after the completion of the shift (e.g. 2 P.M. – 3 P.M.), the Company has the right to exercise the mandatory overtime provision or appoint a person from the second shift to perform the work.
- (d) Notwithstanding any of the provisions above, the parties agree that the Company has the unfettered right to cancel this arrangement at any time as a result of operational considerations. However, prior to cancelling this arrangement, the Company agrees to discuss the reasons for the cancellation with the Union.

Signed this 8th day of Sept., 2004.

FOR THE EMPLOYER

J. Nyilas
D. W. Dally
[Signature]

FOR THE UNION

Steve Cassel
[Signature]
[Signature]

January 22, 2004

Letter of Agreement (Not in Collective Agreement)

It is understood that there is a need to clarify the current situation and the position of Grain Processor" (1 job opening) under the current staffing structure will be posted.

35