

THIS AGREEMENT made this 28th day of August, 2012

B E T W E E N :

**CARGILL LIMITED
RICHARDSON INTERNATIONAL LIMITED
PARRISH & HEIMBECKER LIMITED
VITERRA INC.**
(hereinafter referred to as the “Company”)

OF THE FIRST PART

- and -

**UNITED STEELWORKERS
UNIT LODGE 650**
(hereinafter referred to as the “Union”)

OF THE SECOND PART

PREAMBLE

It is understood and agreed that this Agreement shall be construed as comprising separate Collective Agreements between each individual Company named herein as parties OF THE FIRST PART, and the Union named herein as party OF THE SECOND PART, although the Agreement is written and executed as one document.

ARTICLE 1 – RECOGNITION

1:01 (a) The Company recognizes the Union as the exclusive Bargaining Agency for all its Terminal Elevator Employees below the rank of Operations Supervisor, exclusive of Maintenance Supervisors, Office Staff and Security Workers;

(b) Employees of the Company who are not in the bargaining unit shall not perform work normally done by members of the bargaining unit to a degree or extent that it will result in a denial of any right (promotion, demotion, transfer, layoff, or recall) of any employee in the bargaining unit;

(c) The Company shall post, in the Terminal facilities the names of any new supervisory employees dealing directly with the bargaining unit personnel and the Company shall so notify the Union in writing.

1:02 The Company agrees that in respect of employees covered by this Agreement it will not recognize during the currency of this Agreement any other Trade Union Organization as a Bargaining Agency in respect of wages, hours of labour, and working conditions, or any other matter herein dealt with.

1:03 The Company also agrees for the said period to refrain from taking any action in respect of its employees which shall have the effect, either directly or indirectly, of altering any of the terms of the Agreement without the consent of the Union.

1:04 It is agreed also that no employee shall be deemed to be precluded by this Agreement from dealing directly with the Company respecting his own position.

1:05 As a condition of employment, all employees shall become and remain members in good standing of the Union.

1:06 The Union will use its best efforts to have the employees carry out their responsibilities under this Agreement 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.

1:07 The Union recognizes that the Company has the authority to manage its affairs, to direct its working forces, including the right to hire, 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 reorganize, close, disband any department or section thereof from time to time as circumstances and necessity may require. It is understood that the exercise by the Company of the aforementioned management rights shall be consistent with the provisions of this Agreement.

1:08 The Union and the Company agree that there shall be no strike, slow-down or lockout during the life of this Agreement.

ARTICLE 2 – DEDUCTION OF UNION DUES

2:01 The Company shall deduct each month from the wages of each employee in the bargaining unit, an amount for Union dues, as directed by the Union. The direction shall be by Union letter to the Company setting out the Union interpretation of its Union dues resolution. The Company shall remit such sums deducted to the appropriate official of the Union, no later than the 15th day of the following month, along with a list of the names of those employees for whom deductions have been made and the names of those for whom no deductions have been made, along with the reasons therefore.

ARTICLE 3 – REPRESENTATION

3:01 For the purpose set out in this Agreement and to ensure the carrying out of the obligation and responsibilities thereof, a Shop Committee shall be formed from among the staff of each Terminal Elevator and each Shop Committee shall have a designated Chairperson.

3:02 Although only three members of the Shop Committee, one of whom shall be the Chairperson, will meet with representatives of the Company as soon as possible when requested, the number of employees serving on the Shop Committee will not be limited to three.

3:03 All matters pertaining to the application of this Agreement or any matters wherein the parties to the Agreement feel aggrieved, shall be taken up by the Shop Committee with the Company's designated representative or conversely by the Company's designated representatives with the Shop Committee.

3:04 The Secretary of the Union will supply the Superintendent or Operations Supervisor, in each elevator, with the names of the Shop Committee, Union Safety Committee and Union's appointees to the Joint Safety and Health Committee, including the respective Chairpersons.

3:05 The Company will not unreasonably deny any authorized Union representative access to its elevator premises upon the presentation to the Superintendent of an entrance pass. Notice should also be given to the Superintendent when leaving the premises. Access will only be accorded to enable such Union officials to visit and engage in discussion with appropriate officials or employees of the Company in respect of matter arising out of the administration of the Agreement. Such visits shall not be used for the purpose of conducting Union meetings. The pass mentioned herein will, by its condition, relieve the Company from responsibility for any injury sustained by such officers of the Union. The authorized Union representative shall in addition to the foregoing, sign his name in an appropriate record book, an acknowledgement that the individual has entered the Company's facility and shall at the time of leaving the Company's facility sign his name so indicating.

3:06 The Shop Committee (not exceeding three (3) Union members at work) shall be allowed to meet once a month for a period not exceeding one (1) hour with no loss of benefits.

3:07 An Employee wishing access to his personnel file regarding disciplinary matters, shall make such requests to his Operations Supervisor, and as soon as practical thereafter arrangements will be made for a time convenient to the Company and the Employee to review the file. The Employee may request that he be accompanied by a member of the Shop Committee. Any notation in such Employee's file relating to disciplinary matters shall be voided after twenty-four (24) months. In case of layoffs of more than a three (3) month duration, the twenty-four month period will be extended by the duration of the layoff.

3:08 An Employee with a Union problem involving the Company shall, with the permission of his Immediate Supervisor have the right to see and to speak to the Shop Chairperson or a Shop Committee member, who is on the job, without loss of wages.

ARTICLE 4 (a) – GRIEVANCE PROCEDURE

4:01 Any grievance involving a question of the meaning or alleged violation of this Agreement shall be dealt with as follows:

Step No. 1 – Any grievance lodged by an employee or a Shop Committee will be submitted in writing on the grievance form which the parties have agreed to use for the purpose, a copy of which is attached hereto as Schedule "B". The original and two copies of the grievance, which must be signed by the grievor or the Shop Committee, will be submitted to the Operations Supervisor or other designated representative of the Company within ten (10) days of the

occurrence of the event which is alleged to have given rise to the grievance. The employee will furnish the Shop Committee with a copy of his grievance. The Operations Supervisor or designated representative will render his decision in writing together with his reason or reasons therefore within five (5) days following his receipt of the grievance and concurrently he will send the original and two (2) copies of the grievance to the Shop Committee.

Step No. 2 – If a satisfactory settlement is not reached at Step No. 1, within the five (5) days provided, the grievance may, within the ensuing five (5) days be referred by the grievor or Shop Committee to the Superintendent, who, within a further five (5) days will render a written decision to the Shop Committee and concurrently send the original and two (2) copies of the grievance to the Local Chairperson. Settlement at Step 2 is not final unless the consent of the grievor is obtained.

Step No. 3 – If a satisfactory settlement is not reached at Step No. 2, within the five (5) days provided, the matter may be referred within the ensuing ten (10) days for discussion by the appropriate representatives of the Company and the Union. Should the grievance not be settled within ten (10) days following such discussion, the matter may be referred to arbitration by a Board of Arbitration as provided in Article 5 hereof by either party giving the other written notice within a further ten (10) days.

ARTICLE 4 (b) – UNION REPRESENTATION OF EMPLOYEES

4:02 Members of the Shop Committee not exceeding three (3) in number shall, when required to attend meetings pursuant to Article 3:02, be allowed to leave their work stations for discussion with the Superintendent, Operations Supervisor or other designated representative of the Company concerning any grievance which may arise.

4:03 When an employee is discussing any matter with a management representative, which matter could lead to a grievance, the employee may elect to be accompanied by a member or members of the Shop Committee or other representative or alternative representatives of the Union. If an employee in the above-noted circumstances elects to meet with a management representative as above-noted, such conduct shall not be prejudicial to the disposition of any grievance. A member or members of the Shop Committee or other appropriate representative of the Union, may at any stage of the grievance procedure accompany the employee.

4:04 No employee grievance may be submitted to arbitration without the approval of the Union.

4:05 Before the Company imposes a disciplinary penalty in terms of discharge or suspension, in excess of five (5) working days, the Company shall meet with the Shop Committee and provide an explanation for the reasons for the disciplinary action.

4:06 Throughout the grievance and arbitration proceedings, the Shop Committee, with the permission of the grievor, in writing, and/or the grievor, may review any relevant documents contained in the grievor's personnel files which the Company may intend to introduce at any step in these proceedings. If request in writing, the Company shall provide copies of all such

documents contained in the grievor's personnel files to the Union Grievance Committee and/or the Grievor. Should the Company fail to provide the documents that have been requested in writing, then the Company will be prohibited from adducing such documents at the arbitration hearing.

ARTICLE 5 – ARBITRATION

5:01 (a) Any dispute arising between the Company and the Union regarding the meaning or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, may be dealt with as a Grievance commencing at Step No. 3 of Section 4:01;

(b) In case of any dispute arising between the Parties regarding the meaning or alleged violation of this Agreement, which the parties hereto are unable to settle between themselves, the matter may be referred to a Board of Arbitration which Board shall consist of one representative to be appointed by the Company and one representative to be appointed by the Union. Each such representative shall be appointed in writing within ten (10) days from the date of notice from either party to the other of its desire to refer the matter to Arbitration as provided in Article 4. The notice naming the representative appointed by each party shall also contain an estimate of the time required to hear the Parties evidence. The two members so appointed shall then select from the panel of arbitrators listed in this article, a person who shall act as Chairperson of the Board.

The selection of a Chairperson shall be on a rotation basis. For the purposes of establishing the proper rotation of Chairpersons, the following shall be observed:

- (i) A list of Chairpersons mutually agreed upon by the parties pursuant to Article 5:01(c) shall be used meaning that, for the purposes of rotation of Chairpersons, all individual companies party to this agreement shall be regarded as one company.
- (ii) A Chairperson shall be rotated to the bottom of the list only after he has commenced an actual hearing regarding a particular grievance, notwithstanding that the grievance may later be settled during the course of the hearing without an award being required. Grievances settled prior to a hearing by way of withdrawal or settlement will mean the Chairperson holds his position on the rotation.
- (iii) For the purposes of establishing when a Chairperson has been used, a Chairperson shall be rotated to the bottom of the list only after he has commenced an actual hearing regarding a particular grievance, notwithstanding that the grievance may later be settled during the course of the hearing without an award being required. Grievances settled prior to a hearing by way of withdrawal or settlement will mean the Chairperson holds his position on the rotation.

The selection shall be on the basis of consecutive order and on the basis that such an arbitrator is available to hear the complete case within thirty (30) days from the date of submission of the matter to arbitration. If no member of the panel, selected in consecutive order, can hear the case

within thirty (30) days, then the arbitrator shall be selected from the panel in consecutive order to hear the complete case within forty-five (45) days.

Further, if the nominee or the substitute nominee of either party to the Board of Arbitration cannot sit within the time limits set forth above or as may be extended by mutual agreement of the parties, then the other party may elect, by written notice, to proceed with the arbitration before the Chairperson as a single arbitrator. In such a case, the arbitration shall proceed as if the appointment of the Chairperson was made under Article 5.01(d).

(c) The parties shall select and agree on a panel of ten (10) arbitrators who are willing to sit on the panel. The parties shall review the list as is necessary.

(d) Where it is mutually agreed to by the parties, cases may be settled by a single arbitrator.

(e) Unless the parties agree otherwise in writing, no person is eligible to be appointed or to act as an arbitrator, or as the Chairperson or other member of an Arbitration Board, in respect of a matter submitted to arbitration if the person:

- (i) has a pecuniary interest in the matter, or
- (ii) has, within a period of one (1) year prior to the date on which the matter was submitted to arbitration, acted as solicitor, counsel or agent for any of the parties to the arbitration, or
- (iii) has been employed by the Company, whether in management or in the bargaining unit, within a period of one (1) year prior to the date on which the matter was submitted to arbitration and, in applying this provision, an employee retaining recall rights while on layoff shall be deemed to be an employee.

5:02 The Arbitration Board shall not have any authority to alter or change any of the provisions of the Agreement or to substitute any new provisions in lieu thereof, or to give any decision contrary to the terms and provisions of the Agreement, but save as aforesaid the decision of the Board or of a majority of the Arbitrators shall be final and binding upon the parties hereto and upon any employee or employees concerned, and no lock-out or strike action shall be taken in respect of any matter referred to arbitration. If there is no decision by a majority of the Board, then the decision of the Chairperson shall be similarly final and binding. The decision of the Board, a majority of the Board or the Chairperson as the case may be, will be implemented at the time stipulated in such decision.

5:03 In the case of a grievance involving an alleged unjust layoff, suspension or discharge, the decision of the Board of Arbitration or the conferring parties may result in an employee being reinstated with full compensation for time lost, on the basis of the regular hours of work or such other arrangement as may be deemed just and equitable. The decision of the Board of Arbitration or the arrangement agreed upon by the conferring parties will be implemented within the time stipulated or agreed upon as the case may be.

5:04 All time limits referred to in Articles 4 and 5 shall be exclusive of Saturdays, Sundays and designated holidays. The time limit set forth at Step 1 of Article 4 shall be directory and not mandatory.

5:05 Each of the parties agree to pay all expenses of its nominee to the Arbitration Board and agrees to share equally all of the expenses of the Chairperson of the Arbitration Board.

ARTICLE 6 – VACATIONS

6:01 Vacations with pay, or vacation pay, will be granted as follows:

(a) In respect of a probationary employee, vacation pay equivalent to 4% of his total earnings for the previous calendar year.

(b) In respect of an employee, who has seniority of more than one (1) year, but less than five (5) years, two (2) weeks of vacation and vacation pay equivalent to 4% of his total earnings for the previous calendar year.

(c) In respect of an employee, who has seniority of five (5) years or more, three (3) weeks of vacation with pay or vacation pay equivalent to 6% of his total earnings, whichever is greater, for the previous calendar year.

(d) In respect of an employee, who has ten (10) years or more of seniority, four (4) weeks vacation with pay or vacation pay equivalent to 8% of his total earnings, whichever is greater, for the previous calendar year.

(e) In respect of an employee, who has fifteen (15) years or more of seniority, five (5) weeks of vacation with pay or vacation pay equivalent to 10% of his total earnings, whichever is greater, for the previous calendar year.

(f) In respect of an employee, who has twenty-four (24) years or more of seniority six (6) weeks of vacation with pay or vacation pay equivalent to 12% of his total earnings, whichever is greater, for the previous calendar year.

(g) In respect of an employee, who has thirty (30) or more years of seniority, seven (7) weeks vacation with pay or vacation pay equivalent to 14% of his total earnings, whichever is greater, for the previous calendar year.

(h) The Company shall only be required to apply the foregoing provisions of Article 6:01 during the first twenty-four (24) months of layoff for employees in sub-article (iii) of Article 14:05(b). For any vacation pay which may become due and owing to an employee by reason of a recall occurring between the twenty-fourth (24th) month and thirty-sixth (36th) month of layoff, then such an employee shall only receive vacation pay based only on the applicable percentage of his total earnings and not otherwise for one complete calendar year, such calendar year to be the calendar year during which the employee is first recalled within the twenty-fourth

(24th) month to thirty-sixth (36th) month of layoff, and for which payment will be made on or about the January 1st date immediately following his recall date. Entitlement to vacation pay for ensuing calendar years will then be determined in accordance with Article 6:01, unless the employee is again laid off for such a length of time as to bring into operation the provisions of this Article. Furthermore, the “bonus” provisions contained in paragraph 7 of the Memorandum of Understanding (Schedule “G”) will not be applicable to any employee during his twenty-fourth (24th) to thirty-sixth (36th) month of layoff.

6:02 For new employees hired on or after January 1, 2000, vacations with pay, or vacation pay, will be granted to employees who have earned wages by actually working in the preceding calendar year, effective with the calendar year commencing January 1, 2000, as follows:

(1) In respect of a probationary employee, vacation pay equivalent to 4% of his total earnings for the previous calendar year.

(2) In respect of an employee who has seniority of more than one (1) year, but less than five (5) years, two (2) weeks of vacation and vacation pay equivalent to 4% of his total earnings for the previous calendar year.

(3) In respect of an employee, who has seniority of five (5) years or more, three (3) weeks of vacation and vacation pay equivalent to 6% of his total earnings for the previous calendar year.

(4) In respect of an employee, who has seniority of ten (10) years or more, four (4) weeks of vacation and vacation pay equivalent to 8% of his total earnings for the previous calendar year.

(5) In respect of an employee, who has seniority of fifteen (15) years or more, five (5) weeks of vacation and vacation pay equivalent of 10% of his total earnings for the previous calendar year.

(6) In respect of an employee, who has seniority of twenty-four (24) years or more, six (6) weeks of vacation pay equivalent to 12% of his total earnings for the previous calendar year.

(7) In respect of an employee, who has seniority of thirty (30) years or more, seven (7) weeks of vacation and vacation pay equivalent to 14% of his total earnings for the previous calendar year.

6:03 (a) The normal vacation period during which an employee may take up to three (3) weeks of the vacation to which he is entitled shall be from May 1st to October 31st.

(b) Vacations of up to three (3) weeks shall be taken consecutively; however, unless otherwise arranged between the employee and the Company, employees entitled to four (4) or five (5) or six (6) or seven (7) weeks of vacation shall take the fourth and fifth and sixth and seventh week outside the normal vacation period.

(c) For purposes of vacation only: An employee who attains seniority shall be deemed that the year in which he attains seniority shall be accepted as a full year of seniority for vacation purposes.

6:04 It is recognized by the Company and the Union that arrangements may be made for an employee to take his vacation at any time prior to or after the normal vacation period but that he will not be required to do so unless by October 31st he has not taken all his vacation, or made arrangements to take his vacation. It is understood that all vacation beyond the three (3) weeks to be scheduled during the normal vacation period must be scheduled by December 31st of the preceding year. Any vacation not scheduled or take by October 31st will be scheduled by the Company during the ensuing four (4) months.

6:05 The Company will prepare with due regard to the seniority of each employee a list of scheduled vacations for the normal vacation period as soon as practicable after January 1st in each year during the currency hereof and post such list in each elevator, by no later than May 1st. An employee who wishes to take his vacation at a time other than that suggested by the Company, will notify the Company within fifteen (15) days of the posting of the list of scheduled vacations. Upon receipt of any such notice, the Company, in consultation with the employee, will determine and assign a vacation period suitable to both parties. Posted maintenance employees will be placed on a maintenance department vacation list. Vacations shall be taken by employees within the current calendar year unless mutually agreed to by the employee, the Company and the Union Executive Vice-President or other designated Union Representative.

6:06 No employee shall be obliged to take a vacation of longer duration than the number of days he would require to work to earn an amount equivalent to his vacation pay based on his regular rate current at the time he takes his vacation, provided he notifies the Company of his desire to have his vacation term reduced, no later than fifteen (15) days after the list of scheduled vacations has been posted.

6:07 If, for any reason, the employment of an employee is terminated, he will be paid vacation pay in the amount of 4% or 6% or 8% or 10% or 12% or 14% of his total earnings from the previous January 1st to the date of termination, depending upon the length of his seniority as of the same January 1st.

ARTICLE 7 – HOLIDAYS

7:01 Days designated as holidays shall be as follows:

New Year's Day	Civic Holiday (1 st Monday in August)
Day after New Years's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

7:02 An hourly rated employee, other than an employee in his first thirty (30) days of employment with the Company when not required to work on a designated holiday, will receive a holiday allowance of eight (8) hours pay at his regular rate, subject to the following: The employee must have his name shown on the payroll for the pay period during which the holiday falls.

7:03 An employee who is required to work on any of the designated holidays shall receive for all hours worked during the regular work period, double his regular rate in addition to the holiday allowance for which he qualifies.

7:04 Where (i) Christmas Day and/or Boxing Day, or (ii) where New Year's Day and/or the Day after New Year's Day falls on a Saturday and/or Sunday, the holiday will be observed on the Monday and/or Tuesday respectively, immediately following the holiday(s). If an employee works on the Monday and/or Tuesday in these circumstances then he shall be paid in accordance with Article 7:03 for work performed on these days. For work performed on the Saturday and/or Sunday, the provisions of Article 13 shall govern. If an employee is being laid off, then Christmas Day and/or Boxing Day and/or New Year's Day and/or the day after New Year's Day will be paid for based on the calendar day on which either one or more of said holidays actually fall.

ARTICLES – LEAVE OF ABSENCE

8:01 (a) All leaves of absence other than caused by sickness or injury, must be applied for on forms provided by the Company for that purpose. Specimen copy of such a form is attached hereto as Schedule "C". Copies of these applications are to be given to the Chairperson of the Shop Committee for purposes of record. Leaves of absence shall not be granted for the purpose of engaging in work outside the elevator service except in cases involving sickness or other exceptional circumstances.

(b) Subject to the maintenance of efficient operations and its obligations to other employees, the Company will grant reasonable leaves of absence to a maximum of three (3) employees for the purpose of attending meetings, conventions or study courses associated with Union affairs or this Collective Agreement. The Union shall provide the Company with at least fifteen (15) days notice of the request for union leave. Where the President of the Union (or his/her designate) cannot provide the 15 days notice as a result of unforeseen circumstances, the leave will not unreasonably be denied. Such employees may elect to continue their regular pension contributions based on the current straight-time hourly rate for their classification and regularly scheduled hours, and, by so doing, shall continue to accrue Credited Service under the Pension Plan and for the purpose of pension calculation will be deemed to have earnings throughout the period of leave. An employee must advise the Company that he wishes to continue contributing to the Pension Plan at the time the leave of absence is granted. The Union will reimburse the Company for any employer contributions provided that, if the Company is not required to make a contribution due to a premium holiday, then the Union will not be required to make any payment. It is further understood that if an employee on a leave of absence under this Article is laid-off while on such leave, then contributions to the Pension Plan will cease as of the effective date of the layoff.

(c) An employee elected to a full time official position with the Union shall be granted a leave of absence during which his seniority will accumulate. For the purpose of this Article, "Union" shall mean Unit Lodge 650 or any superior body of the United Steelworkers. Such employee shall have the right to continue with the health, welfare and any other benefit plans that are available to employees covered by this agreement. The cost of such plans for such employee shall be paid by the Union. Pension contributions are limited to five (5) years for employees appointed to a full time union position.

8:02 (a) In the case of a death in the family of an employee, the Company will grant three (3) days leave of absence, with pay, to the employee on the basis of his regular straight time hourly rate, provided that circumstances exist pertaining to the death which reasonably necessitates his absence from work. Family shall be deemed to mean grandparents, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchildren or spouses' grandparents. In the case of a death in the immediate family, the Company will grant, as a right, three (3) days leave of absence, with pay, to the employee on the basis of his regular straight time hourly rate. Immediate family means spouse, parents, children, sisters, brothers, father-in-law and mother-in-law of the employee, and includes any relative permanently residing in the employee's household or with whom the employee resides.

(b) An employee will be granted up to an additional two (2) days leave of absence with pay, at regular straight time hourly rates, if the employee actually travels more than five hundred (500) miles (one way) to attend the funeral of the family member or immediate family member. The intent of this clause is to minimize the loss of regular wages at a time of bereavement. Leave under this clause for travel time, when combined with the leave under (a) must reflect five (5) consecutive working days, one of which is the day of the funeral. Therefore, holidays, vacations, leaves of absence, Saturdays and Sundays shall be taken into account and shall reduce, in part or in total, the number of travel days paid for.

8:03 Such bereavement leave shall not reduce the number of days of vacation time to which an employee is entitled to under Article 6, provided that the employee makes application in proper form and receives the required leave of absence.

ARTICLE 9 – PROBATIONARY EMPLOYEE

9:01 (a) An employee shall be considered a probationary employee until he has completed ninety (90) days of work in a period of twelve (12) consecutive months. In the case of a former employee who has chosen to resign and has subsequently been re-hired, only those days worked after the employee last entered the employment of the Company shall be considered in computing the probationary period. Upon completion of the term of probation, the employee shall be entitled to have his name placed on a seniority list and concurrently attain the status of a regular employee.

(b) A probationary employee, upon layoff, shall be given reason for his layoff and shall be advised whether he can expect a recall.

9:02 Notwithstanding any other provisions of this Agreement, a probationary employee shall not be entitled to:

(a) contributions from the Company on his behalf in respect of Welfare Plans, including hospitalizations, medical services and Pension Plan or Weekly Indemnity plans, dental plan, Blue Cross Extended Health Care Group Program or equivalent, Group Life Insurance, nor shall he be entitled to participate in any of the said Plans until he meets the necessary eligibility requirements;

(b) have his dismissal subject to the grievance procedure.

9:03 All probationary employees before becoming regular employees must undergo a medical examination including a chest x-ray. All such medical examinations will be at Company expense.

9:04 A probationary employee shall be paid at the new hire rate until such employee has completed ninety (90) days of work or has a job posting.

ARTICLE 10 – SENIORITY

10:01 (a) A list, showing the seniority status of all regular employees covered by this Agreement, shall be posted in each elevator of the Company in a place accessible to all employees.

(b) The seniority list will show the name of each regular employee, his job classification and the date upon which he entered the employment of the Company, or in the case of an employee who was once in the employment of the Company but who resigned or was discharged or left the bargaining unit, the date upon which he last entered the employment of the Company or returned into the bargaining unit.

(c) The seniority list shall be prepared in order of the respective seniority date of the employees as of April 1st and October 1st respectively, and be posted not later than April 15th and October 15th each year. Necessary revisions shall be made prior to each posting. Seniority shall apply in accordance with the employee's position on the list.

(d) The seniority list shall be open for correction for a period of three (3) months following each posting upon proof of error, and will thereafter be deemed to be accepted.

(e) The Company will furnish the Chairperson of the Shop Committee with three (3) copies of each seniority list.

(f) The Company will provide the Shop Chairperson with an up-to-date classification list of all employees whenever new classification lists are prepared by management in a form suitable to the Union.

(g) The Parties further agree that Article 10 of the Collective Agreement shall provide for a standard form for seniority list changes to be sent to the Union office with a copy to be given to the Shop Chairperson in each terminal elevator. Notification of seniority list changes shall be given by the Company at least once monthly. The form of the seniority list changes shall be as follows:

ADDITIONS – Employees listed below have completed their probationary period.

DELETIONS – Employees listed below are terminated for reasons shown (attach list if necessary)

<u>NAME</u>	<u>SENIORITY DATE</u>	<u>EFFECTIVE</u>	<u>REASON FOR TERMINATION</u>
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Date Submitted _____ Terminal Number _____

Superintendent or Operations Supervisor _____

10:02 (a) To have his name placed on a seniority list, an employee must have completed ninety (90) days of work in a period of twelve (12) consecutive months, as provided in Article 9:01 hereof. To have his name retained on a seniority list a regular employee must return to work:

- (i) within eighteen (18) months following the date of his layoff if he has less than ten (10) years seniority; or
- (ii) effective August 21, 1992, within twenty-four (24) months following the date of his layoff if he has more than ten (10) years of seniority at the time of his layoff; or
- (iii) effective August 21, 1992, within thirty-six (36) months following the date of his layoff if he has more than fifteen (15) years of seniority at the time of his lay-off.

(b) For new employees hired on or after January 1, 2000, to have his name placed on a seniority list, an employee must have completed ninety (90) days of work in a period of twelve (12) consecutive months, as provided in Article 9:01 hereof. To have his name retained on a seniority list a regular employee must return to work during the eighteen (18) month period following the date of his lay-off.

10:03 (a) In all cases of promotion, demotion, transfer, layoff, or recall of employees, seniority shall govern subject to the requirements of competence and fitness of the employees concerned and the necessity of maintaining the efficient operation of the elevator.

(b) In the case of demotion due to a work shortage, an employee must exercise his seniority in his regular job classification, and if unable, then a job classification equal to or lower than his regular position, and will displace the most junior employee in that classification.

(c) Refusal of an employee to accept such placement in his regular job classification will result in loss of such employee's regular job classification and demotion to "labourer" classification.

(d) It is understood that this exercise of seniority rights under Article 10:03(b) will be on a temporary basis until such time as the employee's regular position becomes available again. The employee will then return to this regular position.

10:04 When a layoff occurs, probationary employees shall be laid off first and then regular employees will be laid off in the inverse order of their seniority, subject to the provisions herein. The Company will notify a regular employee, in writing, of a layoff affecting him. Such notification shall be given forty-eight (48) hours (excluding Sunday) prior to the layoff unless circumstances exist which may be beyond the control of the Company to give such notice. If the Company fails to give such notice, then such employee shall be entitled to eight (8) hours pay. However, regular maintenance employees may be retained without regard to their seniority status for a maximum period of two (2) consecutive working days. The Shop Committee will be provided with a list of all employees laid off and as far as is practicable, those to be laid off.

10:05 (a) A regular employee scheduled for layoff who has the proven ability to perform the work of any position in the bargaining unit, held by another employee with less seniority who is being retained may, within three (3) working days after he has received notice of layoff, either written or oral, demand (or the Shop Committee on his behalf may demand) and obtain an opportunity to demonstrate his ability to perform the work of the position to which he wishes to be transferred, for a maximum period of two (2) days during which the employee will be given the information and supervision normally given to an employee who is transferred to or hired for the position in question. In the event of more than one demand for an opportunity to demonstrate in respect of a particular position, only the demand made by the employee designated by the Union will be granted. An employee shall have the right to resort to the grievance procedures of this Agreement with respect to any decision made as to his ability to perform the work of the position as above referred to.

(b) It is understood that this exercise of seniority rights will be on a temporary basis until such time as his regular position becomes available again. He will then return to his regular position.

10:06 (a) When the staff is being augmented following a layoff, subject to the provisions of Section 10:03 hereof, regular employees will be recalled to work in the order of their seniority. When recalling a regular employee, the Company will issue a recall notice on forms provided for that purpose, a copy of which will be furnished to the Chairperson of the Shop Committee and the Local Chairperson. If no reply is received by the Company within seven (7) calendar days, or satisfactory reasons given for failure to make reply, the employee will lose all seniority rights.

(b) Each employee shall notify the Union and the Company promptly of any change of address. If an employee fails to notify the Company of any change of residence address, the Company shall not be responsible for failure of notice of layoff or failure of notice of recall to reach such employee.

10:07 An employee who is permanently transferred out of the bargaining unit and then is transferred back within a period of six (6) months shall retain the same position in the bargaining unit's seniority list as if he had not been transferred out, and will revert to the Unit G level. An employee who is transferred out of the bargaining unit, for the sole purpose of acting as vacation relief or to act as a temporary foreman or supervisor, for a total not exceeding four (4) months in a calendar year, shall return to the bargaining unit and occupy the same position on the seniority list in the same classification as held before the temporary transfer. In cases of temporary transfers on account of sickness or accident, the period will be extended to twelve (12) months. Nothing in this Article precludes the parties from agreeing to extend the foregoing periods during which an employee may temporarily act as a foreman or supervisor and the Union will give reasonable consideration to a request from the Company in this regard.

ARTICLE 11 – JOB POSTING

11:01 (a) The filing of vacancies and of new positions for which the wage rate is above the Unit G category respecting regular jobs in the bargaining unit, shall be governed by seniority subject to the requirements of competence and fitness, and of the efficient operation of the elevator. The Apprenticeship Training Program wage rate shall be deemed to be above the Unit G category.

(b) (i) When vacancies and new positions occur, the Company will be required to post such vacancies and new positions immediately and designate the house to which it is anticipated that the employee will first report. The Company will post such vacancies and new positions for five (5) working days on a bulletin board provided in the elevator to which they occur and in any other elevator operated by the Company. During the said five (5) working days, any employee of the Company may make application for the vacant position but his classification will not be altered unless he is appointed to a new classification by virtue of his application. Posting will designate the occupational classification and rate of pay of the vacancy or new position, and in the case of the Unit F category, the specific classification. The Company shall have the right to determine reasonable qualifications for any position being posted. The qualifications prior to posting shall be submitted to the Union, in writing, and any objection by the Union to the said qualifications shall be submitted to the Company, in writing, and an attempt shall be made by the Company and the Union to agree upon reasonable qualifications before the job is posted. Either party may resort to the grievance procedure to settle any outstanding issue.

(ii) At the end of the application period referred to in 11:01(b)(i), the Company shall forthwith have the Shop Chairperson initial each application. Refusal of Shop Chairperson or designated alternate to initial application shall not adversely affect the processing of the application.

(c) If the Company denies the opening to a more senior applicant who is qualified in accordance with Article 11:01(b)(i), he may demand (or the Shop Committee on his behalf may demand) and obtain an opportunity to demonstrate his ability to perform the work of the position to which he wishes to be transferred, for a maximum period of five (5) working days during which he will be given the information and supervision normally given an employee who is transferred to or hired for the job in question. An applicant who fails to qualify for the position

after a trial must be given reason or reasons for such disqualification, in writing. The Company's obligation in this regard is limited to granting the opportunity to demonstrate the ability of job performance to one employee only for each job posting. In the event of more than one demand for an opportunity to demonstrate, only the demand made by the employee designated by the Union will be granted. No employee shall attempt to withdraw his application for the position after he has commenced the trial period.

(d) (i) In cases where absence due to sickness or injury might reasonably be anticipated to exceed six (6) months and the Company requires that the position be filled, the Company shall post the vacancy in all terminals on a temporary basis. In these cases, the Company shall state on the job posting that the position is to be filled on a temporary basis and that the posting will expire either upon the return to work or termination of employment of the employee who is absent due to sickness or illness. The employee who is absent due to illness or disability will, upon recovery, be entitled to return to his prior position provided he is capable of performing the normal requirements of the position. The employee who assumed the position pursuant to the temporary posting shall also be returned to his former position.

(ii) In cases where absence due to a leave of absence having been granted in excess of six (6) months and the Company requires that the position be filled, the Company shall post the vacancy at all terminals.

11:02 (a) For one (1) week following the filling of any vacancy or a position pursuant to the provisions of Section 11:01, the Company will post in each elevator the name of the employee or employees appointed. The name of the successful applicant to be posted within fifteen (15) days from closing date for applications.

(b) A copy of the job posting and appointments shall be given to the Shop Chairperson and the Union office as soon as possible.

11:03 An employee who returns from any absence not exceeding four (4) weeks may make application for a vacancy or a position posted pursuant to Section 11:01, provided he does so within five (5) working days following his return to work. In all other respects his application will be governed by the provisions of the said Section 11:01.

ARTICLE 12 – HEALTH AND WELFARE

12:01 The Company shall provide and maintain adequate lunchroom accommodations, clothing storage room, shower rooms, washrooms and toilet rooms. Employees will assist in maintaining sanitary conditions and will also assist in keeping the rooms tidy. Such facilities will be kept ventilated and with a respectable standard of hygiene.

12:02 (a) The Company will contribute ninety percent (90%) of the costs of the Ontario Health Insurance Plan Standard or Semi-Private Ward Hospitalization Benefit Plan and the Ontario Health Insurance Plan (or a medical plan providing comparable benefits), in which an employee may participate, and the remainder of such costs, ten percent (10%) will be borne by the participating employee. (All employees to be enrolled in semi-private). As of January 1,

1990, the employee contribution to the Ontario Health Insurance Plan premiums shall be eliminated.

(b) For greater certainty, it is understood and agreed that the tax designated as the Ontario Health Premium (OHP) under the *Budget Measures Act, 2004* (No. 2) does not constitute a health premium within the meaning of Article 12:02(a). Therefore, the Company is not obliged to pay the OHP tax on behalf of the employees.

12:03 The Company will arrange for employees in each elevator, operated by the Company, to be given recognized first aid training. The Company will provide the opportunity for training, so that at all times there are at least three (3) qualified employees with first aid training, or employees to be requalified, so that there is a reasonable probability that a qualified employee, with first aid training is available when shift work is being performed. The Company will maintain an adequate and accessible First Aid Station, as required by Code.

12:04 (a) The Company will maintain a group sickness and accident plan for such of its regular employees, as now embodied in Great-West Life Plan Document 51082, which plan will provide sickness and accident indemnity benefits of \$600.00 per week for a maximum of 52 weeks of absence. The provisions of the weekly indemnity plan contained in Great-West Life Plan Document 51082 shall be amended to provide that weekly indemnity claims approved after date of ratification shall be reduced by fifty percent (50%) of the amount of disability income provided for by the Canada Pension Plan (CPP), provided that the employee actually qualifies and is in receipt of the CPP benefit. Such benefits to commence on the first day of absence due to a non-compensable accident or sickness resulting in admission to a hospital as an in-patient or surgery on an out-patient basis, and on the fourth (4th) day of absence due to sickness. The Company will pay ninety percent (90%) of the cost of the premium of such plan, the remainder of such cost, ten percent (10%) will be borne by the participating employee. Effective February 1, 2007, the benefit shall be increased to \$600.00 per week for new weekly indemnity claims filed after February 1, 2007 by employees who were actively at work on that date or by any employee who is not actively at work on that date but files a new claim after his return to work.

(b) Initial claim eligibility under the group sickness and accident plan will be determined upon receipt of properly documented medical evidence as submitted by the employee. Prolonged absences covered by the plan for which an employee seeks continuing benefits must be supported on request by periodic statements from the attending physician.

(c) Standard physician and clinical costs incurred under Article 12:04(b) will not be the responsibility of the employee.

(d) The Company will, upon request, make available to the Union such information within the Company's control pertaining to any existing Welfare Plan affecting the employees covered by this Agreement. The Company will supply the Union with a monthly list of members on sick leave drawing benefits. The Company will provide the Union with a complete copy of all benefit plan texts as they pertain to employees covered by this Agreement and supply all employees with pamphlets on the benefit plans.

(e) The Company will maintain a Plan equivalent to Blue Cross Dental Plan No. Nine, as now embodied in Great-West Life Plan Document 51082, based on prevailing Ontario Dental Association (ODA) rates for such of its employees with one (1) year or more of seniority. The Company will pay ninety percent (90%) of the cost of the premium of such plan and the remainder of such cost, ten percent (10%) to be borne by the participating employee. Effective August 15, 1997 the Plan will be amended to provide the following additional benefits:

- (i) fifty percent (50%) of the cost of crowns (employees and dependants);
- (ii) fifty percent (50%) of the cost of orthodontic treatment (the correction of malposed teeth) to a maximum of One Thousand Two Hundred and Fifty Dollars (\$1,250.00) for each complete course of treatment for dependent children between the ages of 6 and 18 at the time of commencement of treatment. The conditions of this coverage shall reflect standard provisions for orthodontic coverage such as (i) the requirement that the dentist, upon request, will prepare a "treatment plan" and submit it to the insurance company before treatment commences, and (ii) the manner in which benefits will be paid over the course of a treatment period; and
- (iii) effective the date of ratification of this Agreement, the Plan will be amended to provide for fifty percent (50%) of the cost for caps and dentures (employees and dependents).

(f) The Company will provide a minimum of Group Life Insurance effective August 21, 1992, in the amount of Seventy-five Thousand Dollars (\$75,000.00). The Company will contribute ninety percent (90%) of the cost of the premium and the employee will pay ten percent (10%) of the cost of the premium. All benefits presently available to employees under existing life insurance plans shall be continued except that the specific provisions contained in the Group Life Plans of Saskatchewan Wheat Pool Inc., United Grain Growers (c.o.b. Agricore United) and Parrish & Heimbecker providing disability benefits (ie. frozen at the level of coverage in effect as of January 20, 1992 for employees who had completed probation as of August 21, 1992) shall only apply to an employee who has qualified for a W.I./L.T.D. claim on or before August 15, 1997 and then, only in respect of that particular claim. Except for these exempt employees, the disability benefits in these policies shall no longer be in effect meaning that if any other S.W.P., U.G.G. (c.o.b. Agricore United), or P&H employee becomes disabled within the meaning of the Weekly Indemnity or Long Term Disability Plan, after August 15, 1997, then the employee can only file a disability claim under the Long Term Disability Plan and he cannot claim against the specific disability provisions in the insurance policies of the three named Companies. For greater clarity, if an exempt employee, as defined above, returns to work following recovery from his disability, then he shall have no further right to claim any disability benefits under the group insurance policies.

(g) The Company will maintain an extended health care plan for such of its employees with one (1) year or more of seniority, as now embodied in Great-West Life Plan Document 51082. The Company will pay ninety percent (90%) of the cost of the premium of such plan and the remainder of such cost, ten percent (10%) to be borne by the participating

employee. Effective February 1, 2007 the Coverage for chiropractic benefits shall increase to \$500.00 per year and the coverage for chiropractic and massages will increase to \$30 per visit.

Out of Province/Country coverage will only be available (i) when an employee is referred for medical diagnosis and/or medical treatment by a duly qualified medical practitioner, or (ii) for medical diagnosis and/or treatment for a serious or life threatening illness or accident, or (iii) for diagnosis and/or treatment of a condition which is not considered cosmetic, or (iv) when an employee is travelling out of province/country on business or leisure and must undergo emergency medical treatment.

Prior to an employee or family member seeking diagnosis and/or treatment out of province/country without a referral he/she will be required to contact a health care practitioner mutually agreed to by the Union and the Company to determine if the same treatment is available in Ontario. It is understood that this coverage would extend to the employee and eligible family members.

Effective February 1, 2001, the plan will be amended to provide for the following coverage for employees and eligible dependents: When recommended by a physician or licensed optometrist, and upon presentation of receipts, frames, lenses and the fitting of prescription lenses, including prescription contact lenses, up to a total payment of One Hundred and Fifty Dollars (\$150.00) per person in any two (2) consecutive contract years, the first (1st) such contract years being February 1, 2001 to January 31, 2003. Effective June 29, 2003 the coverage shall be increased to two hundred dollars (\$200.00) per person and effective June 29, 2004 the coverage will be increased to two hundred and fifty dollars (\$250.00) per person. These upward adjustments will still apply over two consecutive contracts years the first such contract years being February 1, 2003 to January 31, 2005.

(h) The Company will pay its share (90%) of the cost of all premiums while an employee is drawing benefits under the group sickness and accident plan or the long term disability income plan or workers compensation. This provision shall also apply to anyone in a layoff position with more than twelve (12) years' seniority.

An employee in a layoff position, with less than twelve (12) years seniority shall be obligated to pay the full cost of all premiums for various coverage set forth in this Article, commencing on the first of the month following layoff, during the period of layoff if the employee wishes to have the protection provided thereunder. The employee shall notify the Company, in writing, on a form provided by the Company at the time of layoff, of the various coverages that he wishes to maintain during the layoff period and shall pay or undertake to pay the required premium coverage herein provided. All employees on layoff are not entitled to retain the following: (1) the group sickness and accident plan as set forth in Article 12:04(a) and, (2) the long term disability income insurance plan as set forth in Article 12:04(i).

The Companies will continue to pay their share of the premiums for a group sickness and accident plan and long term disability coverage for employees with fifteen (15) or more years of seniority, for the first six (6) months of layoff provided:

- (1) such coverage will be discontinued in the event the employee becomes entitled to similar coverage through any other contract of employment;
- (2) such employee shall notify the Company, in writing, on a form provided by the Company at the time of layoff that he wishes to continue these two (2) coverages and undertakes to pay his share of the required premium amount; and
- (3) any claim to benefits shall be reduced by benefits available under other insurance plans providing for payment of wages or reimbursement on account of lost wages in the event of accident or sickness, including payments under an automobile insurance plan received as compensation or reimbursement for wages, Workers Compensation benefits payments made on account of lost wages, EI payments for disability and CPP disability benefits.

(i) The Company will maintain a long term disability income insurance plan for all employees with three (3) years or more seniority, as now embodied in Great-West Life Long Term Disability Income Insurance Plan Policy No. 154517. The reference to the Great-West Life Plan shall not prevent the Company from changing insurance carriers for bona fide reasons provided always that the level of benefits and all other terms and conditions of coverage now contained in the said plan are maintained as now worded or in no less beneficial form. The level of benefits shall be seventy-five percent (75%) of monthly salary (calculated at straight time rates of 173.3 hours). The maximum benefit payable shall be \$1,900.00 per month. Effective August 15, 1997, the maximum benefit shall be \$2,200.00 per month. This increase will only apply to new long term disability claims filed after August 15, 1997 by employees who are actively at work on the date or if not actively at work on either of said dates in respect of a new claim filed after his/their return to work. The Company shall pay ninety percent (90%) of the cost of the premium of such a plan and the participating employee shall pay ten percent (10%). There shall be no limit imposed by reasons of evidence of non-insurability. Effective February 1, 2007 the maximum benefit shall be increased to \$2,500.00 per month. This increase will only apply to new long term disability claims filed after February 1, 2007 by employees who are actively at work on that date or if not actively at work on either or said dates in respect of a new claim filed after his return to work.

(j) An employee absent from work as a result of sickness or injury must notify the Company of the reason for the absence as quickly as reasonably possible. An employee returning to work following sickness or injury shall notify the Company of his intention to return to work as far in advance as reasonably possible and failing such notice may not be scheduled to work on the day he returns.

12:05 Health and Safety

(a) The Company agrees to make reasonable provisions for the safety and health of its employees and recognizes the Union Safety Committee of employees in each elevator, Company officials and at least three (3) members from the Union Safety Committee, as selected by that Committee, will meet on a regular monthly basis, and more often if the necessity arises. These meetings will include an inspection of any part of the elevator if an inspection is requested

by the Committee. The Company will inform the Union Safety Committee on request on all aspects of pollution control, fumigation processes and the possible effects on the employee of any poisons used in any process. The Company may arrange meetings with the Union Safety Committee to consult on all aspects of safety, health and sanitation. Minutes of such meetings will be kept and distributed to the Committee members thereafter. All such meetings will be held on Company time with no loss in wages to the Committee members.

(b) The Union Safety Chairman shall be advised, in advance, of the regular monthly meeting of the Joint Safety Committee or of any other scheduled meeting of that Joint Safety Committee in order that the Union Safety Chairman may attend such meetings. If the meeting is held with the Union Safety Committee Chairman is not on his regular shift then he shall be paid at his regular straight time rate for attending the meeting.

(c) An employee will not be required to complete tests or questionnaires unless the employee freely consents to do so or is required to do so by law.

12:06 The parties agree that the pension shall not be subject to the grievance or arbitration procedure expressed in Article 4 and 5, unless there is no provision in the pension plan to settle disputes pertaining to matters relating to the employer/employee relationship.

ARTICLE 13 – HOURS OF WORK AND OVERTIME

13:01 (a) The normal working day shall be one of eight (8) hours. The normal working week shall be forty (40) hours, consisting of five (5) days each, of eight (8) hours duration, Monday to Friday inclusive. The normal starting and finishing times and the terms of the normal luncheon period, and regularly scheduled day shift shall be as follows:

Morning work period	-	8:00 a.m. to 12 noon
Luncheon period	-	12:00 noon to 1:00 p.m.
Afternoon work period	-	1:00 p.m. to 5:00 p.m.

(b) Where more than one (1) shift is being worked, the normal hours of such shift shall be 12:00 a.m. to 8:00 a.m., 8:00 a.m. to 4:00 p.m., 4:00 p.m. to 12:00 a.m. Although the foregoing represents the normal work and luncheon periods, it is recognized that operational requirements may make it necessary for employees to work a day shift, which runs from 8:00 a.m. to 4:00 p.m. during which no luncheon period is scheduled. The Company may, at its discretion, schedule such an 8:00 a.m. to 4:00 p.m. day shift for any or all operations of an elevator.

(c) It is recognized that the completion of a work assignment may require employees to remain at work for one (1) hour beyond the end of their normal finishing time on the 8:00 a.m. to 4:00 p.m. and on the 4:00 p.m. to 12:00 a.m. shifts. In such an event they will be paid for the full hour. An employee who remains at work for this purpose on the day shift will not be summoned to work thereafter the same day. The Company is required to make a formal declaration that work will be limited to one (1) hour prior to the commencement of the work

assignment. If the declaration is not made then the employee will be paid three (3) hours at the overtime rate.

(d) The Company agrees to give three (3) days notice of shift changes except in extraordinary circumstances.

(e) Starting times and meal times for overtime performed on Saturday and Sunday shall be the normal starting times and meal times applicable for Monday to Friday inclusive.

(f) Notwithstanding Articles 13.01(a), (b), (c), (d) and (e), where operational requirements dictate for early start up purposes, the Company may schedule an employee's day or night shift to start one (1) hour earlier than the normal start time(s) referred to in Articles 13.01(a) and (b) meaning that the day shift for that employee would start at 7:00 a.m., and the night shift would start at 11:00 p.m. For the purpose of this provision, "early start up" shall not include the unloading and shipping of grain. This hour shall be paid as overtime at the rate of time and one-half (1.5) provided that the employee works more than eight (8) hours on that shift.

For the purpose of this provision the Company will consult with the employee(s) affected and determine his/their availability. Should the employee(s) not be available the Company will then consult with other employee(s), first in the department and secondly, in the rest of the operations to fill the work assignment. If, after these consultations, no employee(s) volunteer(s) then the Company reserves the right to assign the early start-up shift to the most junior qualified employee(s).

(g) The Company shall post a weekly schedule for the following normal work week. The schedule shall designate the shift (ie. day, afternoon or night) and the start time on that shift for each employee. The start time so designated shall not be changed during the week while the employee is working on the same shift. If a new schedule is not posted, then the schedule and start times already posted shall apply for the following week, subject to the right of the Company to change an employee's shift in accordance with Article 13.01(d).

13.02 As long as work is available, the Company will endeavor to provide every person employed each week with a normal week's work. Every effort will be made by the Company to keep each employee occupied at his regular duties, but when there is insufficient work available to keep an employee fully occupied at his regular duties, the employee will carry out such other duties as are assigned to him by the Superintendent or Operations Supervisor. The Union agrees that during normal working hours, during special shifts that are worked and during any overtime that is worked, in accordance with the terms of the Agreement, the employees will conscientiously carry out the duties assigned to them.

13.03 (a) An employee who commences work regularly scheduled for him on any day and who is laid off due to lack of work, shall be paid for at least eight (8) hours of his regular pay.

(b) An employee who is summoned to work on other than his regularly scheduled working day and is scheduled to work four (4) hours or less shall be given the opportunity to work eight (8) hours at the appropriate overtime rates, but in any event will be paid for a

minimum period of four (4) hours at the appropriate overtime rate and if required to work beyond four (4) hours he shall be paid for eight (8) hours at the appropriate overtime rate.

13:04 (a) Continuous Overtime After Completion of a Regular Day Shift

Except where Article 13.01(c) and the special circumstances referred to in Article 13:04(d) apply, it is recognized that the completion of any work assignment may require an employee on the day shift to remain at work for more than one (1) hour to a maximum of five (5) hours immediately following the normal finishing time of his day shift. The employee will be paid time and one half (1.5) for all time worked up to three (3) hours with a minimum guarantee of three (3) hours pay at this overtime rate. The employee will be paid double time for all time worked in excess of three (3) hours and up to five (5) hours on an hour to hour basis. An employee who performs such overtime work will not be summoned to work thereafter the same day. An employee who performs such overtime work will not be summoned to work thereafter the same day. A short paid lunch break and access to food will be provided as per current practice.

(b) Returning to Work after Completion of a Regular Day Shift

In circumstances where continuous overtime after a day shift is not required, the Company may require an employee assigned to day shift work to return to work after leaving the terminal to perform evening overtime work the same day. The employee will be summoned to report one and one-half (1.5) hours after the end of his normal day shift. An employee summoned to return to work to perform evening overtime work the same day will be paid for the minimum period of three (3) hours at the regular overtime rate. The hours of such evening overtime will be no more than five (5) hours in any normal working day and any evening overtime beyond three (3) hours will be paid on an hour-to-hour basis.

(c) Subject to sub-clause (d), it is understood that when overtime is worked under (a) or (b) or (a) and (b) combined, an employee cannot work a combined total of this overtime greater than ten (10) hours in any normal working week.

(d) For the purposes of loading vessels and cleaning grain, the Company may require an employee to work up to a maximum of three (3) extended hours of overtime up to but not exceeding midnight following a normal five (5) hour overtime assignment on a Monday to Friday. The Company will not be permitted to require an employee to work the extended overtime assignments on consecutive days. The hours of such extended overtime shall not exceed six (6) hours in any normal working week. The Company will be required to provide a maximum of eight (8) hours rest between work assignments without loss of pay.

(e) The Company will divide overtime work assignments as equitably as practical among employees, consistent with the competence and fitness of the employees to perform the work required and the efficient operation of the elevator.

13:05 An employee required to work on a shift other than a regular or special day shift shall receive a shift premium of eighty cents (\$0.80) per hour. An employee transferred to other than

day shift work will not unreasonably be denied his request to return to day shift work. The onus of establishing that the denial of an employee's request is not unreasonable in the circumstances shall lie upon the Company at all stages of the grievance procedures.

13:06 Overtime at the rate of time and one-half (1.5) will be paid for all work required to be performed:

- (a) during an employee's scheduled luncheon period,
- (b) after the end of the regularly scheduled shift up to a maximum of three (3) hours, provided the employee has already worked at least eight (8) hours,
- (c) after eight (8) hours of work on shifts other than the regularly scheduled day shift up to a maximum of three (3) hours,
- (d) for the first eight (8) hours of work on Saturday.

13:07 Overtime at the rate of double time will be paid for all work required to be performed:

- (a) after three (3) hours overtime have been worked following the end of a shift at the rate of time and one-half (1.5) on any Monday to Friday inclusive,
- (b) after eight (8) hours have been worked at the rate of time and one-half (1.5) on a Saturday,
- (c) on a Sunday or on a designated holiday.

13:08 (a) It is understood that all employees will work such overtime and perform such work as the Company may deem necessary to carry out its operations. However, it is also understood that the Company will not unreasonably deny a request for an employee that he be excused from overtime work or discriminate against any employee who requests to be excused from overtime work. The onus of establishing that the denial of any employee's request is not unreasonable in the circumstances, shall lie upon the Company at all stages of the grievance procedure.

(b) After being requested to work overtime, an employee agreeing to work such overtime who is absent from such overtime work, shall submit a written reason to the Company for his absence immediately upon return to work.

13:09 Overtime work is recognized as being required to meet particular circumstances consistent with the efficient operation of the elevator and the obligations of the Company and it will not be regularly scheduled so as to bring about in effect the regular observance of a longer working week although seasonable work loads may require the scheduling of work on Saturdays. The Company will notify employees required to work overtime as far in advance as possible.

13:10 Work will not normally be required on a Sunday.

(a) However, if operational requirements shall require Sunday work, it shall be permitted. An employee schedule to report for work on Sunday midnight will not be required to work beyond 4:00 p.m. preceding that shift.

(b) Work will not occur beyond allotted overtime hours except in case of an emergency.

13:11 An employee who has worked until 4:00 p.m. on the day shift and who is called back to work at 5:30 p.m. shall receive a meal allowance of \$15.00, unless the Company has given notice of the required overtime at least a day before. An employee who has worked until 5:00 p.m. on the day shift and who is called back to work at 6:30 p.m. shall receive a meal allowance of \$15.00, unless the Company has given notice of the required overtime at least the day before.

ARTICLE 14 – WAGES

14:01 An employee assigned during one shift or part thereof to a higher or lower rated occupational classification shall be paid for the complete shift at the higher of the employee's scheduled rate, or the wage rate prevailing for any work done during the shift.

14:02 When an employee is appointed to supervisory work as a working leader, he shall be paid an additional forty cents (\$0.40) per hour for such work.

14:03 Occupational classification and respective rates of pay governing employees covered by this Agreement shall be as set out in the appropriate section of Schedule "A" and Schedule "E" attached to and forming part of this Agreement. If a wage rate higher than specified for a particular classification is at the effective date of this Agreement being paid to an employee, there shall be no reduction in the wage rate of such employee as long as he fills that occupational classification, unless provisions contained in any subsequent Memorandum of Understanding are exercised.

14:04 The Company will within three (3) working days notify the Union of any new occupational classification established and the rate of pay, therefore any dispute between the Company and the Union as to whether such occupational classification is appropriate to the work or as to whether the rate of pay is appropriate to such occupational classification shall be dealt with in compliance with the grievance and arbitration procedure of this Agreement.

14:05 (a) An employee who has completed two (2) years of employment whose employment is terminated for any reason other than voluntary resignation, discharge for cause, disability, retirement with pension or retirement benefit, or normal retirement, shall receive severance pay of a sum equivalent to two percent (2%) of his total earnings throughout his period of employment or throughout his last period of employment if he were formerly employed and rehired. Termination shall not include the transfer of the operation of a Company to another

Company, provided the employees concerned still continue to enjoy the same terms and conditions of employment.

(b) An employee who has completed two (2) years of employment shall, subject to Article 10:02 maintain seniority rights for recall purposes for:

- (i) eighteen (18) months following the date of his layoff if he has less than ten (10) years of seniority at the time of layoff; or
- (ii) effective August 21, 1992, for twenty-four (24) months following the date of his layoff if he has more than ten (10) years of seniority at the time of layoff; or
- (iii) effective August 21, 1992, for thirty-six (36) months following the date of his layoff if he has more than fifteen (15) years of seniority at the time of layoff.

If the employee is not recalled then, at the expiration of eighteen (18), twenty-four (24), or thirty-six (36) months, as the case may be, his seniority shall be forfeited and his employment thereby terminated. Notwithstanding the above, an employee, after being laid off for twelve (12) months may elect, by application in writing, to take at that time or at any time prior to eighteen (18), twenty-four (24) or thirty-six (36) months, as the case may be, provided he is on layoff, severance pay in accordance with Article 14:05(b) while preserving his right to have his name remain on the seniority list for eighteen (18), twenty-four (24) or thirty-six (36) months, as may be applicable. If such an employee is recalled and returns to work before eighteen (18), twenty-four (24) or thirty-six (36) months have elapsed, then he shall be treated as if he were re-hired for the purpose of calculating further severance pay entitlement.

(c) In administering Article 14:05(b):

- (i) the Company shall only be required to apply the provisions of Article 6:01 during the first twenty-four (24) months of layoff for employees in sub-article (iii) of Article 14:05(b). Vacation entitlement thereafter shall be determined by Article 6:01(h).
- (ii) the Company shall only be required to pay its share of the cost of premiums for the dental, group life and extended health plans for those laid off employees so entitled under the Agreement to a maximum of twenty-four (24) months. Thereafter, the laid off employee shall be obliged to pay the full cost of all premiums for the various coverage and in this regard, the provisions of the second paragraph of Article 12:04(h) shall be applied.

14:06 (a) Notwithstanding the provisions of Articles 14.05(a), (b) and (c), current active employees with more than two years employment who are laid off after August 15, 1997 or employees who have been laid off as of August 15, 1997 for less than twelve (12) months, shall have the option, at any time, from the twelfth (12th) month to the twenty-fourth (24th) month of layoff, of electing to take severance pay at a sum equivalent to three and one half percent (3.5%)

of his total earnings throughout the his period of employment. In calculating the amount of severance pay under this paragraph, any severance pay which the employee previously received will be credited to the amount owing.

If an employee applies for and accepts severance pay under this provision then his employment is terminated and his seniority and other rights under the collective agreement are cancelled. If the employee does not accept severance pay under this paragraph, then his severance pay entitlement and recall rights shall be determined by Article 14:05 above.

Termination of employment or the taking of severance pay will not affect the right of employees currently on Weekly Indemnity, Long Term Disability or Workers' Compensation to continue to receive those benefits, provided they continue to be eligible under the terms of the said plans.

14:07 For new employees hired on or after January 1, 2000, the provisions of Article 14:05 and 14:06 shall not apply and the following provisions shall govern their entitlement to severance pay:

(a) An employee who has completed two (2) years employment whose employment is terminated for any reason other than voluntary resignation, discharge for cause, disability retirement with pension or retirement benefits, or normal retirement, shall receive severance pay of a sum equivalent to two percent (2%) of his total earnings throughout his period of employment, or throughout his last period of employment if he were formerly employed and rehired. Termination shall not include the transfer of the operation of a Company to another Company, provided the employees concerned still continue to enjoy the same terms and conditions of employment.

(b) An employee who has completed two (2) years of employment who is laid off, after being laid off for twelve (12) months may elect by application, in writing, to take at that time or at any time prior to eighteen (18) months, the severance pay he otherwise would have received had his employment been terminated while preserving his right to have his name remain on the seniority list for eighteen (18) months following the date of his layoff. If such an employee is recalled and returns to work before the eighteen (18) months have elapsed, he shall be treated as if he were re-hired for the purpose of calculating further severance pay entitlement.

(c) Notwithstanding the provisions of Articles 14.07(a) and (b), employees who are laid off shall have the option by application, in writing, at any time after twelve (12) months of layoff up to and including the eighteenth (18th) month of layoff to take severance pay at a sum equivalent to three and one-half percent (3.5%). If an employee chooses to take three and one-half percent (3.5%) then his employment is terminated and his seniority and other rights under the collective agreement are cancelled. If the employee does not accept severance pay under this paragraph, then his severance pay entitlement and recall rights shall be determined by Articles 14.07(a) and (b) above.

(d) Termination of employment or the taking of severance pay will not affect the right of employees currently on Weekly Indemnity, Long Term Disability or Workers'

Compensation to continue to receive those benefits, provided they continue to be eligible under the terms of the said plans.

14:08 An employee who is required to absent himself from work to perform jury duty or to report for jury duty roll call, or is a subpoenaed witness at a Court proceeding, shall be paid his regular wages for all regular hours of work lost, less the amount he received for such jury duty, or less such amount that he receives as a witness fee. The employee will furnish the Company with the necessary proof of loss and the amount of his compensation, if any, as a juror or witness.

ARTICLE 15 – AUTOMATION AND JOB SECURITY

Technological Change means:

- (1) the introduction by the Company of equipment or material of a different nature or kind than that previously utilized by the Company in the operation of the business, or
- (2) a change in the techniques and procedures and sequences of events that is directly related to the introduction of that equipment or material.

15:01 (a) In the event that technological changes are planned by the Company, which would have the affect of abolishing old classifications or creating the need for new ones, the Company will give the Union six (6) months notice of such changes and negotiations will commence immediately in order to attempt, on a fair and equitable basis, to lessen any hardship affected by the said changes.

(b) In the event that the Company and the Union do not agree to the appropriate job rate for new classifications brought about by virtue of technological change, the Company and the Union shall refer the matter of the appropriate wage rate to an arbitration board as provided in the grievance procedure within twenty (20) days of the failure of the Company and the Union to agree.

(c) If, as a result of technological change, the wage rate for a job classification is reduced, such affected employee shall be entitled to have the maintenance of his former job rate for a period of six (6) months.

(d) In the event that technological change has the effect of rendering obsolete the present skills of employees within the bargaining unit, those employees affected will be given an opportunity for a period of thirty (30) working days to attempt to qualify in order to effectively and efficiently perform the newly created job, such qualifications may occur by training on or off the job.

(e) In the event of technological change impacting on the job security of employees, the Company and the Union will forthwith meet to determine measures to be taken to minimize the dislocation for the employees concerned, as a result of the said technological change. The

primary criteria to be followed is to formulate plans to treat redundant employees within the bargaining unit on a fair and equitable basis. Guidelines to be considered shall be the training of affected employees within and without the terminal operation, the transfer of employees to other employment within or without the terminal operation, early retirement and severance pay.

(f) Following a classification becoming redundant or being abolished, a displaced employee must immediately select a job classification equal to or lower than his regular posted job classification, subject to the requirements of the competence and fitness of the employee concerned and upon filling the classification so chosen, the employee will assume that job classification.

15:02 A training committee shall be formed to investigate the possibility of arranging training programs for trades and/or classifications involved in the work of the bargaining unit. The committee shall meet quarterly. The committee shall review the qualification and selection criteria for trades.

15:03 The industry confirms its desire to use in-house skills as far as is practical. The Company and the Union shall establish a consultative committee represented by the General Chairperson on behalf of the Union and the senior management person resident in Thunder Bay on behalf of the Company. The committee shall meet as required for the purpose of enabling the Company to inform the Union of planned programs such as those involving contracting out and the explanation therefore, major reassignment of employee duties on a permanent basis and matters that may affect the welfare of employees. The members of the committee shall inform each other concerning matters that would promote a more harmonious relationship between the parties.

The Company will not contract out work normally performed by employees within the bargaining unit if such contracting out results directly in the layoff of any employee.

The Company further agrees that if qualified employees are available and if the Company has in the terminal the equipment necessary to accomplish the work, and if the work can be completed at and in the time required, and if the nature of the work is normal and routine and is presently performed by the employees, such work will continue to be carried out by employees covered by the Agreement. Nothing of the foregoing shall be interpreted as a restriction of the Company's right to purchase equipment and component parts intended for the operations of the terminal.

The Company agrees to inform the Union Plant Committee by giving reasonable notice, in writing, of their intention to contract out work in the terminals.

ARTICLE 16 – TERM OF AGREEMENT

16:01 This Agreement shall be effective on the 1st day of February, 2012 and shall continue to be in effect until the 31st day of January, 2014 and from year to year thereafter, subject to not less than sixty (60) days notice, in writing, prior to the 31st day of January, of any year, from either party of the desire to revise or terminate it as of 31st day of January following the first such

notice, shall be served at any time prior to the 1st day of December, 2013 to take effect the 31st day of January, 2014.

ARTICLE 17 – GENERAL

17:01 (a) Should the Company enter into an agreement to sell any portion of all of its terminal elevator operations at Thunder Bay, in such a manner as to divest itself of the operation and management of the terminal, or should the Company enter into an agreement to purchase any portion or all of another terminal operation at Thunder Bay, in such a manner as to acquire the operation and management of the terminal, then the provisions of Schedule “D” attached hereto, shall become operative.

(b) Schedule “D” will also become operative if the Company merges with or enters into a joint venture with one or more companies who is/are party to a collective agreement with the Union and which agreement also includes Schedule “D”, provided that the substantive effect of the merger or joint venture results in a new employer entity which operates and manages one or more terminals on a permanent basis. For greater certainty, it is understood that the terms “merger” and “joint venture” do not encompass normal business arrangements or decisions (eg. the pooling of railcars between or among grain companies) which results or may result in layoff or loss of employment.

17:02 Employees shall be encouraged to learn the duties of other positions covered by the Agreement. Employees who wish to train for jobs within the bargaining unit may notify the Company, in writing, stating the job for which training is desired. When an opportunity arises for training in a job including as a result of leave of absence (exceeding one (1) week) or sickness to the knowledge of the Company (in excess of one (1) week) or vacation of an incumbent, on the third week of the month, the Company shall bulletin the positions that are known to be vacant during the following month and shall select replacements for such positions on the basis of seniority and ability from among the employees who have indicated a desire to be trained in such positions within the terminal.

17:03 In this Agreement and in classifications designated herein, any words importing the masculine gender include female persons.

17:04 If protective clothing is required for certain types of work, the Company will supply same with the exception of safety footwear, but including rubber boots. Letter of Understanding to be provided relative to all employees having right to purchase coveralls at cost from one of the companies presently selling same to their employees.

17:05 Schedules “A”, “B”, “C”, “D”, “E”, “F”, “G” and “H”, Appendices I, II and III and Schedule #1 attached hereto are hereby incorporated into and form part of this Agreement.

ARTICLE 18 – COST OF LIVING ADJUSTMENT

18:01 Any applicable wage adjustment due to a cost of living increase will be based upon the “1992-100 all items Consumer Price Index for Canada” as published by Statistics Canada, hereinafter referred to as the CPI.

A wage adjustment, if applicable, shall be added to and rolled into the regular wage of all employees in the bargaining unit, commencing the first of the month following the month which payment is triggered by the publication of the activating CPI.

The last index used will be that applicable to November 2011.

COLA wage adjustment shall be \$0.17 for each one tenth of a point that the CPI shall have risen above 162.0.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed as of the _____ day of December, 2012.

COMPANIES

**UNITED STEELWORKERS
UNIT LODGE 650**

Cargill Limited

Parrish & Heimbecker Limited

Richardson International Ltd.

Viterra Inc.

**CARGILL LIMITED
SCHEDULE "A"**

OCCUPATIONAL CLASSIFICATIONS AND RESPECTIVE RATES OF PAY

OCCUPATIONAL CLASSIFICATION	UNIT	HOURLY WAGE RATE EFFECTIVE	
		<u>1/2/12</u>	<u>1/2/13</u>
Control Room Operator (CL)	A	31.45	32.16
Electrician I	A	31.45	32.16
Electronic Technician I	A	31.45	32.16
Grain Inspector I	A	31.45	32.16
Millwright I	A	31.46	32.16
Electrician II	B	30.58	31.27
Electronic Technician	B	30.58	31.27
Millwright II	B	30.58	31.27
Millwright III	C	29.88	30.55
Millwright III (Diesel	C	29.88	30.55
Pellet Plant Operator I	C	29.88	30.55
Mechanic Qual.)	C	29.88	30.55
Cleaner Operator II	D	29.48	30.14
Grain Inspector III	D	29.48	30.14
Millwright IV	D	29.48	30.14
Pellet Plant Operator II	D	29.48	30.14
Track Shed Worker III	D	29.48	30.14
Clean Operator III	E	29.10	29.75
Dryer Operator	E	29.10	29.75
Dumper Operator	E	29.10	29.75
Front End Loader Operator	E	29.10	29.75
Millwright V	E	29.10	29.75
Switch Engine Operator	E	29.10	29.75
Bin Floor Worker II	E	28.40	29.04
Cleaner Operator IV	E	28.40	29.04
Grain Inspector Helper	E	28.40	29.04
Oiler	E	28.40	29.04
Switch Engine Operator Assistant	E	28.40	29.04
Electrician VI	G	28.12	28.75
Labourer	G	28.12	28.75
Millwright VI	G	28.12	28.75

CARGILL LIMITED
SCHEDULE "A" (continued)

Progression Rates to Apply for All Positions
in Unit "G" as follows:

		HOURLY WAGE RATE EFFECTIVE	
		<u>1/2/2012</u>	<u>1/2/2013</u>
(1)	Industrial Training Millwright/Electrician's Apprentices		
	Starting Rate	26.42	27.01
	4 Months After Placement	26.95	27.56
	8 Months After Placement	27.53	28.15
(See Schedule "E" criteria for Millwright VI and Electrician VI)			
(2)	New Hires	<u>1/2/2012</u>	<u>1/2/2013</u>
	Starting Rate	23.52	24.05
	12 Months After Hire	28.12	28.75

Rates could change during year, depending upon effect of application of Article 18.01.

NOTE: Maintenance Assistant (Winter Works Only) – Paid at Unit "F" Rate.

**PARRISH & HEIMBECKER, LIMITED
SCHEDULE "A"**

OCCUPATIONAL CLASSIFICATIONS AND RESPECTIVE RATES OF PAY

OCCUPATIONAL CLASSIFICATIONS	UNIT	HOURLY WAGE RATE EFFECTIVE	
		<u>1/2/2012</u>	<u>1/2/2013</u>
Electrician I	A	31.45	32.16
Millwright I	A	31.45	32.16
Weigh Operator I	B	30.58	31.27
Electrician III	C	29.88	30.55
Millwright III	C	29.88	30.55
Track Shed Worker II	C	29.88	30.55
Cleaner Operator II	D	29.48	30.14
Electrician IV	D	29.48	30.14
Millwright IV	D	29.48	30.14
Weigh Operator III	D	29.48	30.14
Annex Worker II	E	29.10	29.75
Dryer Operator	E	29.10	29.75
Electrician V	E	29.10	29.75
Millwright V	E	29.10	29.75
Bin Floor Worker II	F	28.40	29.04
Cleaner Operator IV	F	28.40	29.04
Oiler	F	28.40	29.04
Electrician VI	G	28.12	28.75
Labourer	G	28.12	28.75
Millwright VI	G	28.12	28.75

PARRISH & HEIMBECKER, LIMITED
SCHEDULE "A" (continued)

Progression Rates to Apply For All Positions
in Unit "G" as follows:

		HOURLY WAGE RATE EFFECTIVE	
		<u>1/2/2012</u>	<u>1/2/2013</u>
(1)	Industrial Training		
	Millwright / Electrician's Apprentices		
	Starting Rate	26.42	27.01
	4 Months After Placement	26.95	27.56
	8 Months After Placement	27.53	28.15
(See Schedule "E" criteria for Millwright VI and Electrician VI)			
(2)	New Hires		
	Starting Rate	23.52	24.05
	12 Months After Hire	28.12	28.75

Rates could change during year, depending upon effect of application of Article 18:01.

NOTE: Maintenance Assistant (Winter Works Only) – Paid at the Unit "F" Rate.

**RICHARDSON INTERNATIONAL LIMITED
SCHEDULE "A"**

OCCUPATIONAL CLASSIFICATIONS AND RESPECTIVE RATES OF PAY

OCCUPATIONAL CLASSIFICATIONS	UNIT	HOURLY WAGE RATE EFFECTIVE	
		<u>1/2/2012</u>	<u>1/2/2013</u>
Assistant Operations Supervisor	A	31.45	32.16
Electrician I	A	31.45	32.16
Grain Inspector I	A	31.45	32.16
Head Cleaner Operator / Distributor	A	31.45	32.16
Millwright I	A	31.45	32.16
Weigh Operator I	B	30.58	31.27
Electrician III	C	29.88	30.55
Grain Inspector II	C	29.88	30.55
Millwright III	C	29.88	30.55
Pellet Plant Operator I	C	29.88	30.55
Weigh Operator II	C	29.88	30.55
Annex Worker I	D	29.48	30.14
Cleaner Operator II	D	29.48	30.14
Electrician IV	D	29.48	30.14
Millwright IV	D	29.48	30.14
Utility Worker	D	29.48	30.14
Annex Worker II	E	29.10	29.75
Cleaner Operator III	E	29.10	29.75
Dryer Operator	E	29.10	29.75
Dumper Operator	E	29.10	29.75
Electrician V	E	29.10	29.75
Millwright V	E	29.10	29.75
Scale Cleaner & Transfer Operator	E	29.10	29.75
Switch Engine Operator	E	29.10	29.75
Annex Helper	F	28.40	29.04
Cleaner Operator IV	F	28.40	29.04
Oiler	F	28.40	29.04
Electrician VI	G	28.12	28.75
Labourer	G	28.12	28.75
Millwright VI	G	28.12	28.75
Switch Operator	G	28.12	28.75

RICHARDSON INTERNATIONAL LIMITED
SCHEDULE "A" (continued)

Progression Rates to Apply for All Positions
in Unit "G" as Follows:

		HOURLY WAGE RATE EFFECTIVE	
(1)	Industrial Training		
	Millwright / Electrician's Apprentices	<u>1/2/2012</u>	<u>1/2/2013</u>
	Starting Rate	26.42	27.01
	4 Months After Placement	26.95	27.56
	8 Months After Placement	27.53	28.15
(See Schedule "E" criteria for Millwright VI and Electrician VI)			
(2)	New Hires	<u>1/2/2012</u>	<u>1/2/2013</u>
	Starting Rate	23.52	24.05
	12 Months After Hire	28.12	28.75

Rates could change during year, depending upon effect of application of Article 18:01.
NOTE: Maintenance Assistant (Winter Works Only) – Paid at the Unit "F" Rate.

**VITERRA, INC.
SCHEDULE "A"**

OCCUPATIONAL CLASSIFICATIONS AND RESPECTIVE RATES OF PAY

OCCUPATIONAL CLASSIFICATIONS	UNIT	HOURLY WAGE RATE EFFECTIVE	
		<u>1/2/2012</u>	<u>1/2/2013</u>
Control Operator I / Inspector	A	31.45	32.16
Grain Inspector I	A	31.45	32.16
Grain Processor I	A	31.45	32.16
Electrician I	A	31.45	32.16
Millwright I	A	31.45	32.16
Control Operator II	B	30.58	31.27
Electrician II	B	30.58	31.27
Trackshed Operator I	B	30.58	31.27
Grain Processor	C	29.88	30.55
Pellet Plant Operator	C	29.88	30.55
Trackshed Operator	C	29.88	30.55
Reclaim Operator	C	29.88	30.55
Electrician III	C	29.88	30.55
Millwright III	C	29.88	30.55
Annex Worker	D	29.48	30.14
Distributing Floor Worker	D	29.48	30.14
Electrician IV	D	29.48	30.14
Millwright IV	D	29.48	30.14
Dryer Operator	E	29.10	29.75
Sweeper I	E	29.10	29.75
Trackshed Worker	E	29.10	29.75
Electrician V	E	29.10	29.75
Millwright V	E	29.10	29.75
Annex Helper	F	28.40	29.04
Trackshed Helper (carloading)	F	28.40	29.04
Distributing Floor Helper	F	28.40	29.04
Grain Processor Helper	F	28.40	29.04
Labourer	G	28.12	28.75
Electrician VI	G	28.12	28.75
Millwright VI	G	28.12	28.75

VITERRA INC.
SCHEDULE "A" (continued)

Progression Rates to Apply for All Positions in Unit "G" as follows:

		HOURLY WAGE RATE	
		EFFECTIVE	
(1)	Industrial Training Millwright / Electrician's Apprentices	<u>1/2/2012</u>	<u>1/2/2013</u>
	Starting Rate	26.42	27.01
	4 Months After Placement	26.95	27.56
	8 Months After Placement	27.53	28.15

(See Schedule "E" criteria for Millwright VI and Electrician VI)

(2)	New Hires	<u>1/2/2012</u>	<u>1/2/2013</u>
	Starting Rate	23.52	24.05
	12 Months After Hire	28.12	28.75

Rates could change during year, depending upon effect of application of Article 18:01.
 NOTE: Maintenance Assistant (Winter Works Only) – Paid at the Unit "F" Rate.

SCHEDULE “1”

	EFFECTIVE	
	<u>1/2/2012</u>	<u>1/2/2013</u>
UNIT A	31.45	32.16
Assistant Operations Supervisor		
Control Operator I / Inspector		
Control Room Operator (CL)		
Electrician I		
Electronic Technician (I)		
Grain Inspector I		
Grain Processor I		
Head Cleaner Operator / Distributor		
Millwright I		
UNIT B	30.58	31.27
Control Operator II		
Electrician II		
Electronic Technician		
Millwright II		
Shipper		
Track Shed Operator I		
Track Shed Worker I		
Weigh Operator I		
UNIT C	29.88	30.55
Cleaner Operator I		
Electrician III		
Grain Inspector II		
Grain Processor		
Millwright III		
Pellet Plant Operator I		
Reclaim Operator		
Track Shed Operator II		
Track Shed Worker II		
Weight Operator II		
UNIT D	29.48	30.14
Annex Worker I		
Bin Floor Worker I		
Boiler Engineer 4 th Class		

Cleaner Operator II
Distribution Floor Worker
Electrician IV
Grain Inspector III
Millwright IV
Pellet Plant Operator II
Reclaim Operator I
Track Shed Worker III
Utility Worker
Weigh Operator III

UNIT E 29.10 29.75

Annex Worker II
Cleaner Operator III
Dryer Operator
Dumper Operator
Electrician V
Front End Loader Operator
Fumigator
Millwright V
Reclaim Operator II
Scale Cleaner & Transfer Operator
Sweeper I
Switch Engine Operator
Trackshed Worker
Tunnel Worker I

UNIT F 28.40 29.04

Annex Helper
Bin Floor Worker II
Cleaner Operator IV
Gallery Operator II
Grain Inspector Helper
Grain Processor Helper
Oiler
Pellet Plant Helper
Scale Helper
Switch Engine Operator Assistant
Trackshed Helper
Tunnel Worker II
Winch Operator

UNIT G	28.12	28.75
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Electrician VI
 Labourer
 Millwright VI
 Switch Operator

Progression Rates to Apply for All Positions
 in Unit “G” as Follows:

Industrial Training Millwright / Electrician’s Apprentices:	Effective <u>1/2/2012</u>	<u>1/2/2013</u>
Starting Rate	26.42	27.01
4 Months after placement	26.95	27.56
8 Months after placement	27.53	28.15

(See Schedule “E” criteria for Millwright VI and Electrician VI)

New Hires:	Effective <u>1/2/2012</u>	<u>1/2/2013</u>
Starting Rate	23.52	24.05
12 Months After Hire	28.12	28.75

Rates could change during year, depending upon effect of application of Article 18:01.
 NOTE: Maintenance Assistant (Winter Works Only) – Paid at the Unit “F” Rate.

The Companies will make job descriptions or task procedures available to the Union upon request. The Companies will provide the union office with a complete package of job descriptions or task procedures upon ratification of this Agreement.

SCHEDULE "B"

**UNITED STEELWORKERS
UNIT LODGE 650**

GRIEVANCE FORM

Employee _____ Operations Supervisor _____

Classification _____ Elevator _____

Wage Rate _____ Company _____

Alleged Violation of Collective Agreement:

Article _____ Section _____ Paragraph _____

Date of event which caused grievance _____

STATEMENT OF GRIEVANCE _____

Date of Grievance _____ Employee Signature _____

STEP NO. 1

Date of Grievance Received by Operations Supervisor _____

Operations Supervisor Signature _____

DECISION AND REASON OF OPERATIONS SUPERVISOR _____

Date _____ Operations Supervisor _____

RESPONSE OF EMPLOYEE

Satisfactory _____ Unsatisfactory _____

REASON OF EMPLOYER _____

Date _____ Employee Signature _____

STEP NO. 2

Date Received by Superintendent _____ Supt. Signature _____

DECISION AND REASON OF SUPERINTENDENT _____

Date _____ Superintendent Signature _____

RESPONSE OF SHOP COMMITTEE

Satisfactory _____ Unsatisfactory _____

REASON OF SHOP COMMITTEE _____

Date _____ Shop Chairperson Signature _____

RESPONSE OF EMPLOYEE _____

Satisfactory _____ Unsatisfactory _____

Date _____ Employee Signature _____

STEP NO. 3

Date Referred for Discussion by Representatives of Company and Union

_____ Date of Discussions _____

DECISION OF COMPANY _____

Date _____ Company Representative Signature _____

DECISION OF UNION _____

Date _____ Union Representative Signature _____

DISPOSITION OF GRIEVANCE

Date _____ Settled _____ Company Representative Signature _____

Not settled _____ Union Representative Signature _____

NOTICE OF REFERENCE TO ARBITRATION

Date _____ Company Representative Signature _____

Union Representative Signature _____

SCHEDULE "C"

LEAVE OF ABSENCE FORM

I, _____ hereby apply for Leave of Absence without pay for the period from _____ to _____, 20 ____.

This leave is requested for the following reasons: _____
_____.

Date _____

Signed _____

Leave for the period from _____ to _____ is granted on the following conditions:

(Adapt as necessary)

(1) Company contributions in respect of hospitalization and medical plans will be suspended in respect of the period commencing on:

_____.

(2) Company contributions in respect of Sickness and Accident Indemnity Plans, Group Life Insurance, Dental Plan and Extended Health Care Group Program will be suspended in respect of the period commencing:

_____.

(3) Company Pension Plan contributions will be suspended in respect of the period commencing _____.

(4) No holiday allowance payments will be made during your leave of absence except _____.

(5) Seniority will/will not accumulate during given leave.

(An employee may be entitled to payments for holidays occurring when he is on leave of absence if his name is on the payroll at the time the holiday occurs.)

DATE: _____

SIGNED: _____

SCHEDULE "D"

TRANSFER OF EMPLOYMENT

DEFINITION OF TERMS

"SELLING EMPLOYEES"

shall be deemed to include all employees of the Company covered by this Collective Agreement when the Company is selling its operations as hereinbefore referred to.

"PURCHASING EMPLOYEES"

shall be deemed to include all employees of the Company covered by this Collective Agreement, when the Company is purchasing a terminal operation as hereinbefore referred to.

"SELLING TERMINALS"

shall be designated as those terminals operated by the Company, and being sold as hereinbefore referred to.

"PURCHASING TERMINALS"

shall be those terminals presently operated by the Company when it is purchasing terminals as hereinbefore referred to.

"TRANSFER DATE"

shall be deemed to be the date at which, pursuant to the Sale Purchase Agreement between the Selling Company and the Purchasing Company, the Purchasing Company takes over the operation and management of the Selling Company terminals.

"TRANSFERRED EMPLOYEES"

shall be deemed to be the employees of the Selling Company, who accept a transfer of employment to the Purchasing Company. Selling employees, prior to the transfer date, shall be given the option to accept a transfer of employment to the Purchasing Company on the terms and conditions herein set forth, or in the alternative, shall be given the option to have the Selling Company terminate their employment, and in the event that employees select to have a termination of employment, they shall receive from the Selling Company severance pay equal to three and one half percent (3.5%) of his total earnings throughout his period of employment, or throughout his last period of employment if he was formerly employed and rehired. Any severance pay which the employee previously received shall be credited to the amount owing. In the event that an employee accepts a transfer of employment to the Purchasing Company and the employee receives only seven (7) months or less of work in the twelve (12) months following the transfer date, the employee may elect to be terminated pursuant to this paragraph on the first (1st) anniversary of the transfer date. Employees so accepting termination pay shall provide the Selling Company with a Bargaining Agreement. In the event that a terminated employee signs a release as aforementioned in error, and is entitled to further compensation, the signing of the said release shall not prevent the said terminated employee from claiming payment of further monies in order to obtain the proper sum due and owing by the Selling Company.

In addition to the foregoing, employees who accept termination pay from the Selling Company shall receive accrued holiday pay and pension entitlement as hereinafter set forth.

**RIGHTS AND BENEFITS
ACCRUING TO
TRANSFERRED EMPLOYEES**

SENIORITY RIGHTS: Transferred employees shall enjoy the same seniority rights and benefits under the Collective Agreement in the Selling Company terminals as if for the purpose of the said Collective Bargaining Agreement, the Selling Company continued to be an employer, except in the case of job postings occurring after the transfer date. In addition thereto, the transferred employees shall be recognized on the seniority list of the Purchasing Company as having Purchasing Company seniority rights as of the transfer date, which seniority rights shall be ranked on this date as the same ranking as set forth on the Selling Company seniority list.

In addition thereto, the Purchasing Company employees shall receive as of the transfer date, seniority rights in the Selling Company terminals and shall maintain in these Selling Company terminals the seniority as it appears on the Purchasing Company seniority list.

SELLING COMPANY PENSION PLAN: Subject to the provisions of the *Pension Benefits Standards Act, 1985*, all Selling Company employees whether accepting transfer or termination shall for the purpose of the Selling Company Pension Plan be given an election to withdraw the financial contributions made by the employees, with interest as allowed by the Selling Company's insurance carrier, or in the alternative, all employee shall be allowed to receive at normal retirement, a pension payment which payment shall represent the pension benefits accruing by virtue of the employee and Selling Company's contribution to the said plan, up to the present date. In the event that an employee dies prior to normal retirement his estate shall receive the employee contribution plus interest to that date.

PURCHASING COMPANY PENSION PLAN: All transferred employees on an effective date who are eligible shall be enrolled on the hourly employee pension plan provided by the Purchasing Company without a waiting period.

Those transferred employees who, on an effective date, are not eligible shall be enrolled in the Purchasing Company's pension plan on the earliest date they can be so enrolled. Transferred employees who are not eligible and do not become eligible who remain in the employ of the Purchasing Company until normal retirement shall receive from the Purchasing Company a cash retirement allowance equivalent to the amount of money that the Purchasing Company would have contributed to the Purchasing Company's pension plan on its behalf had the said employee been eligible to join the plan. The said Purchasing Company contribution will earn interest compounded annually at the rate paid on pension contributions and in the event of the said ineligible employee becoming disabled prior to reaching normal retirement, he will receive by way of a cash settlement, a retirement allowance accruing to him on the date of disability, being the Purchasing Company's contribution as hereinbefore stated. In the event that an ineligible employee dies prior to normal retirement age, the beneficiary of his estate will receive, up to the date of death, the accrued retirement allowance representing the Purchasing Company's contribution as noted. All Companies agree to recognize service with the Selling and Purchasing Companies in determining the qualifying criteria for pension.

GROUP INSURANCE PLAN: Transferred employees who have at least one (1) year's service will forthwith be enrolled in the Purchasing Company's Group Insurance Plan provided that they are not on layoff, and in the eventuality of a transferred employee being on layoff at the transfer date, such employee shall be enrolled in the plan and covered by it from the first (1st) day of return to work. Transferred employees who on the transfer date have not completed at least one (1) year of service with the Selling Company, will be insured under the Purchasing Company's Group Insurance Plan on the date that they complete (1) year of service between the Selling Company and the Purchasing Company providing that at this date, they are not on layoff and in the eventuality of an employee being on layoff, the effective date for insurance coverage shall be the first (1st) day he returns to work.

SEVERANCE PAY: Transferred employees who become terminated shall be entitled under Article 14:06(a) of the said Collective Bargaining Agreement, to receive severance pay at the time of their termination, computed on the basis of what their full term of employment has been with the Purchasing Company and therefore, shall be entitled to three and one-half percent (3.5%) of the total earnings throughout his period of employment whether the period of employment has been with the Selling Company or the Purchasing Company.

In calculating the amount of severance pay under this paragraph, any severance pay which the employee previously received will be credited to the amount owing.

If any employee applies for and accepts severance pay under this provision, then his employment is terminated and his seniority and other rights under the Collective Agreement are cancelled. If the employee does not accept severance pay under this paragraph, then his severance pay entitlement and recall rights shall be determined by the provisions of the Collective Agreement.

VACATIONS: Transferred employees for the purpose of vacation settlement under the Collective Bargaining Agreement shall enjoy the benefit of accumulated length of service with the Selling Company and the Purchasing Company.

WAGES: Transferred employees shall continue to enjoy the wage rates in effect for all Selling Company employees as set forth in the wage schedule of the Collective Bargaining Agreement.

GENERAL TERMS AND CONDITIONS OF EMPLOYMENT: Transferred employees shall enjoy the general terms and conditions of employment that may exist or may be prescribed by the Purchasing Company, from time to time, when those terms and conditions are applicable to the Purchasing Company employees presently covered by the said Collective Bargaining Agreement. The terms of the said Collective Bargaining Agreement shall continue to remain in full force and effect save and except as amended hereby with reference to the Selling Company and the Purchasing Company employees covered under the said Collective Bargaining Agreement.

SCHEDULE “E”

TERMS AND REGULATIONS OF TRADES APPRENTICESHIP TRAINING APPLICATION

1. Progress through the training program levels shall be in accordance with Appendix II attached.

Appendix II sets forth the apprenticeship progression, which may be revised by the Company, from time to time, to meet changing operational conditions or the requirements of the Training Program. Any such revisions will only be achieved consistent with the procedures and provisions contained in Article 11 of the Collective Agreement.

2. Successful applicants, namely employees who become eligible for the training program by virtue of satisfactorily completing aptitude and physical abilities testing and then posting, accept the commitment to complete the applicable training program, abide by the conditions of the MTCU (Ministry of Training, Colleges and Universities) Training Agreement and maintain their Apprenticeship Training Standards. In the case where the successful applicant is a new employee, failure to participate in the program for which he was hired will result in his termination. In the case where the successful applicant is an existing employee, he shall be allowed a period of four (4) weeks during which time he may opt out of the program and return to the operations staff to be reclassified as a Labourer. Further placement under such circumstances shall be made in accordance with the terms of the Collective Agreement. Failure to participate after completion of an initial four (4) week period will result in the employee being terminated.

3. Course attendance will be authorized by the Company under the Leave of Absence provisions of the Collective Agreement. When an apprentice is attending a trade training course at an approved MTCU Trade School on a full-time basis, the following pay arrangements will apply:

(a) The apprentice will co-operate fully in applying for any and all training allowances available at the time of his course attendance.

(b) Depending upon agency regulations applicable to training allowances current at the time of trade school attendance, the Company agrees to either:

(i) supplement the training allowance to provide the apprentice with a total weekly income equal to forty (40) hours at his regular hourly rate; or

(ii) directly accept the training allowance from the respective agency and provide the apprentice with a total weekly income equal to forty (40) hours at his regular hourly rate.

(c) The Company will endeavor to pay the apprentice on regular paydays. To receive such pay, the apprentice must maintain satisfactory attendance and performance records during

his trade training course. The apprentice agrees to provide verification of attendance and performance upon request.

(d) All benefit plans (including vacation pay accrualment) in existence at the time of apprentice's course attendance, will be maintained in the same manner as if, during said course attendance, the apprentice was regularly employed at his normal duties.

4. An apprentice who failed to pass any level must follow the conditions of the Trade School and MTCU while attempting to complete the level failed. The apprentice shall be allowed to remain on the applicable trade staff for a period of time, as agreed to between Company, apprentice, Union and the MTCU in order to complete the level failed. The Company will attempt to arrange shifting to accommodate the apprentice during this period. Any cost incurred while retaking previously failed level shall be the responsibility of the apprentice.

Only upon successful completion of the apprentice level, will the apprentice advance to the prescribed level and wage rate.

Failure of any level within the time outlined above will require the apprentice to withdraw from the apprenticeship program and be assigned to a position on the operations staff and be reclassified as a Labourer. Further placement under such circumstances shall be made in accordance with the terms of the Collective Agreement.

5. Any apprentice who has failed either of the Training Programs shall not be allowed to re-enter Trades Apprenticeship Training without the approval of the Company.

6. The Company with the MTCU will determine the timing of Trade School attendance and ensure that the Training Standards have been met to progress to the next classification level.

7. The apprentice, upon attaining the Certificate of Apprenticeship, agrees to remain in their respective maintenance department for a minimum of five (5) years or as agreed upon with the Company.

8. An apprentice will be provided with a basic set of hand tool, as required, to perform his regular job duties. He will be responsible for keeping such tools in a safe working condition at all times. The Company agrees to replace broken tools upon presentation of same to the appropriate Department Head.

GENERAL

1. The exercise of seniority rights by members in the Bargaining Unit as provided under Article 10:30 of the Collective Agreement shall not be exercised by non-maintenance department employees to effect the displacement of maintenance department employees. Maintenance department employees shall have the right to exercise the provisions of Article 10:03 within the maintenance department concerned.

2. Effective date of ratification, 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 the total amount received on account of the trades training income payments, tuition, books and any other expenses paid by the Company for the training. The amount required to be repaid shall decrease twenty percent (20%) for each twelve (12) months of employment since the training was completed.

3. It is recognized that extenuating circumstances could exist in which the exercise of the preceding regulations may work a hardship either on an employee or the Company. In such a case, the particulars shall be presented to the Shop Committee and Company for handling and recommendation.

4. The Union and Company agree to establish a Joint Apprenticeship Trades Committee with three (3) representatives for the Company and three (3) representatives of the Union who will meet on an annual basis or at the request of either party after which a meeting would be scheduled within thirty (30) days. The purpose of the Committee would be to review issues regarding trades including but not limited to matters outlined in Paragraph 3.

APPENDIX II

MILLWRIGHT AND ELECTRICIAN APPRENTICE PROGRESSION

MILLWRIGHT III – UNIT “C”

WAGE RATE:

	Effective
<u>1/2/2012</u>	<u>1/2/2013</u>
29.88	30.55

QUALIFICATIONS:

- Qualified with a Certificate of Qualification as an Ontario Industrial Mechanic Millwright, OR
- Certification in an Allied Trade (as per posted requirements)
- Completion of a reasonable hourly component as prescribed in the Company’s Apprenticeship contract aligned with the MTCU standards

MILLWRIGHT IV – UNIT “D”

WAGE RATE:

	Effective
<u>1/2/2012</u>	<u>1/2/2013</u>
29.48	30.14

QUALIFICATIONS:

- Successful completion of the ADVANCED level of the Ontario Industrial Mechanic Millwright Training Program and attained the Certificate of Apprenticeship
- Completion of a reasonable hourly component as prescribed in the Company’s Apprenticeship contract aligned with the MTCU standards

MILLWRIGHT V – UNIT “E”

WAGE RATE:

	Effective
<u>1/2/2012</u>	<u>1/2/2013</u>
29.10	29.75

QUALIFICATIONS:

- Successful completion of the INTERMEDIATE level of the Ontario Industrial Mechanic Millwright Training Program
- Completion of a reasonable hourly component as prescribed in the Company’s Apprenticeship contract aligned with the MTCU standards

MILLWRIGHT VI – UNIT “G”

WAGE RATE:

	Effective
<u>1/2/2012</u>	<u>1/2/2013</u>
28.12	28.75

QUALIFICATIONS:

- Successful completion of the basic level of the Ontario Industrial Mechanic Millwright Training Program
- Completion of a reasonable hourly component as prescribed in the Company’s Apprenticeship contract aligned with MTCU standards

MILLWRIGHT APPRENTICE CANDIDATE

WAGE RATE

Progression Rates Effective	<u>1/2/2012</u>	<u>1/2/2013</u>
Starting Rate	26.42	27.01
4 Months After Placement	26.95	27.56
8 Months After Placement	27.53	28.15

QUALIFICATIONS:

Effective July 1, 2000, the MTCU Apprenticeship and Certificate Act requires all millwright apprentices to have Grade 12 or equivalents as determined by the MTCU to qualify for enrolment in the Ontario Industrial Mechanic Millwright Training program.

- Successful applicants must satisfactorily complete Aptitude Testing.
- Successful applicants must enroll and participate in the Ontario Industrial Mechanic Millwright Apprenticeship Training Program.
- Successful applicants must be physically able to perform all duties, as assigned and physical abilities testing will be conducted.

ELECTRICIAN APPRENTICE PROGRESSION

ELECTRICIAN III – UNIT “C”

WAGE RATE

	Effective
<u>1/2/2012</u>	<u>1/2/2013</u>
29.88	30.55

QUALIFICATIONS:

- Must hold an industrial Electrical Certificate recognized in Ontario.
- Completion of a reasonable hourly component as prescribed in the Company’s Apprenticeship contract aligned with the MTCU standards.

ELECTRICIAN IV – UNIT “D”

WAGE RATE

	Effective
<u>1/2/2012</u>	<u>1/2/2013</u>
29.48	30.14

QUALIFICATIONS:

- Successful completion of the ADVANCED level of the Industrial Electrical Apprenticeship Program and attained the Certificate of Apprenticeship
- Completion of a reasonable hourly component as prescribed in the Company’s Apprenticeship contract aligned with the MTCU standards.

ELECTRICIAN V – UNIT “E”

WAGE RATE

	Effective
<u>1/2/2012</u>	<u>1/2/2013</u>
29.10	29.75

QUALIFICATIONS:

- Successful completion of INTERMEDIATE level of Electrical Apprenticeship Program
- Completion of a reasonable hourly component as prescribed in the Company’s Apprenticeship contract aligned with the MTCU standards

ELECTRICIAN VI – UNIT “G”

WAGE RATE

	Effective
<u>1/2/2012</u>	<u>1/2/2013</u>
28.12	28.75

QUALIFICATIONS:

- Completion of basic level of the Electrical Apprenticeship Program
- Completion of a reasonable hourly component as prescribed in the Company’s Apprenticeship contract aligned with the MTCU standards

ELECTRICIAN’S APPRENTICE CANDIDATE

WAGE RATE:

Progression Rates Effective	<u>1/2/2012</u>	<u>1/2/2013</u>
Starting Rate	26.42	27.01
4 Months After Placement	26.95	27.56
8 Months After Placement	27.53	28.15

QUALIFICATIONS:

- Effective July 1, 2000, the MTCU Apprenticeship and Certification Act requires all electrician apprentices to have Grade 12 or equivalent as determined by the MTCU to qualify for enrolment in the Ontario Industrial Electrician Apprenticeship Program
- Successful applicants must satisfactorily complete aptitude testing
- Successful applicants must enroll and participate in the Ontario Industrial Electrical Apprenticeship Program
- Successful applicants must be physically able to perform all duties as assigned, and physical abilities testing will be conducted

**SCHEDULE "F"
PENSION**

**MEMORANDUM OF AGREEMENT
BETWEEN:**

**CARGILL LIMITED
RICHARDSON INTERNATIONAL LIMITED
PARRISH & HEIMBECKER, LIMITED
VITERRA INC.
(hereinafter referred to as the "Company")**

AND

**UNITED STEELWORKERS UNIT LODGE NO. 650
(hereinafter referred to as the "Union")**

The Company agrees to amend its respective pension plan effective July 1, 1984 to incorporate the following provisions:

1. Benefit Level

(i) For employees who retired prior to January 1, 2000:

For each year of Credited Service after June 30th, 1984: 1.25% of Final Average Earnings up to the Average Yearly Maximum Pension Earnings (YMPE) in the year of retirement and the four (4) preceding years plus 1.75% of Final Average Earnings in excess of the Average (YMPE);

For Credited Service prior to July 1, 1984: the existing formula for benefits will continue to apply.

(ii) For employees who retired after January 1, 2000:

For each year of Credited Service after June 30, 1984: 1.55% of Final Average Earnings up to the Average Yearly Maximum Pension Earnings (YMPE) in the year of retirement and the four (4) preceding years plus 1.75% of Final Average Earnings in excess of the Average (YMPE);

For Credited Service prior to July 1, 1984: the existing formula for benefits will continue to apply.

2. Employee Contribution

Employees will contribute 6.5% of their Contributory Earnings in excess of the YMPE and 3.9% of their earnings up to YMPE. Contributory Earnings will be earnings received by the employee on straight time hourly rates including paid holidays and paid vacations.

3. Final Average Earnings

Shall be the total of Contributory Earnings during the 130 bi-weekly pay periods in the last 260 bi-weekly pay periods, during which bi-weekly earnings were the highest, divided by five (5).

4. Credited Service

For service prior to July 1, 1984, credited service shall be in accordance with the existing plans. For service after February 1, 1993, shall be equal to the number of years and months determined on the basis of the number of hours for which the employee has contributed during a calendar year and the following schedule:

Hours	Months of Credited Service
1,550 or over	12
1,408 but not 1, 550	11
1,265 but not 1, 408	10
1,122 but not 1,265	9
980 but not 1,122	8
838 but not 980	7
695 but not 838	6
552 but not 695	5
410 but not 552	4
268 but not 410	3
200 but not 268	2
75 but not 200	1
Under 75	0

Service after February 1, 1994, shall be equal to the number of years and months determined on the basis of the number of hours for which the employee has contributed during a calendar year and the following schedule:

Hours	Months of Credited Service
1,408 or over	12
1,265 but not 1,408	10
1,122 but not 1,265	9
980 but not 1,122	8
838 but not 980	7
695 but not 838	6
552 but not 695	5
410 but not 552	4
268 but not 410	3
200 but not 268	2
75 but not 200	1
Under 75	0

An employee who is receipt of benefits under the Weekly Indemnity Plan, the Long Term Disability Plan or the Workers' Compensation Program may elect to continue his regular contributions based on his earnings for the pay period immediately prior to the start of his absence and, by doing so, continue to accrue Credited Service under the Pension Plan.

In the event of a disaster or program of construction or reconstruction at the terminal which prevents a pension plan member from working, he will be afforded the opportunity to continue his contributions for a maximum period of one (1) calendar year. If he chooses to do so, his contributions will be based on the current straight time hourly rate for his classification and he will be credited with service corresponding to the number of hours for which he has made such contributions. For the purposes of pension calculation, final average earnings will include earnings at the hourly rate for his classification for the hours on which he has made contributions.

An employee on leave of absence for full-time or part-time Union business or a leave pursuant to Article 8.01(b), may elect to continue his regular contributions based on the current straight time hourly rate for his classification and regularly scheduled hours, and, by doing so, shall continue to accrue Credited Service under the Pension Plan and for the purpose of pension calculations will be deemed to have earnings throughout the period of leave. The Union will reimburse the Company for any employer contributions made under this provision, if the Company is not required to make a contribution due to a premium holiday, then the Union will not be required to make any payment. This provision shall not apply to more than two (2) full-time and one (1) part-time employee at any time.

This provision will be limited to five (5) years for employees assigned to a full-time continuous union position.

5. Retirement Age

The Normal Retirement Date shall be the first day of the month immediately following the employee's sixty-fifth (65th) birthday.

Early Retirement

An employee may retire on or after June 3, 1989 but prior to February 1, 1992 with an unreduced pension if he has attained age 58 and his age plus service with the current Company totals 88 or more.

An employee may retire on or after February 1, 1992 but prior to February 1, 1993, with an unreduced pension if he has attained age 57 and his age plus service with the current Company totals 87 or more.

An employee may retire on and after February 1, 1993 with an unreduced pension if he has attained age 55 and his age plus service with the current Company totals 85 or more.

Employees who elect to retire after age fifty-five (55) but prior to age sixty-five (65) following the date of ratification of this Agreement will have access to the existing major medical plan (including drugs) but excluding the dental plan, subject to the following:

- (i) the Company and the employee will each pay fifty percent (50%) of the premium cost;
- (ii) the coverage will not apply to out of country (Canada) coverage unless the employee or eligible dependent(s) is referred for medical treatment unavailable in Canada or is referred for medical treatment that is immediately required in an emergency situation for treatment of life threatening illness or accident by a duly qualified medical practitioner;
- (iii) as to prescription drugs, the plan will cover eighty percent (80%) of the actual expenses incurred by the retired employee, with a twenty percent (20%) deductible to a maximum of two hundred dollars (\$200.00) per retiree family per year;
- (iv) coverage will cease at age 65.

NOTE: With respect to Cargill Limited, employees who retire after the date of ratification of this Agreement shall have the one time option of electing to participate in either:

- (a) the benefit plan offered to Cargill retirees; or
- (b) the benefit coverage referred to in the immediately preceding paragraph.

A member who is within ten (10) years of the date that he would first be entitled to an unreduced pension if he remained in his employment, e.g. on or after February 1, 1992 age 47 and 20 years of service and on or after February 1, 1993 age 45 and 20 years of service with the current Company, may retire early. If he has attained 55 and completed 20 years of service, the pension will be reduced by $\frac{1}{4}\%$ for each month between his early retirement date and the date he would first have qualified for an unreduced pension had he remained in employment.

If he has not attained age 55 and completed 20 years of service, the pension will be calculated as follows:

- (i) the pension will be reduced by $\frac{1}{4}\%$ per month for each month between,
 - (a) the first date when he would have both attained age 55 and completed 20 years of service had he remained in employment, and
 - (b) the first date when he would have been entitled to an unreduced pension had he remained in employment.

- (ii) the immediate pension will be further reduced in accordance with section 16(4) of the *Pension Benefits Standards Act, 1985*.

6. Supplementary Benefit

An employee who retires on and after June 3, 1989 but prior to February 1, 1992 at age 58 or over and whose age plus service with the current company total 88 or more, will receive a supplement to his pension.

An employee who retires on and after February 1, 1992 but prior to February 1, 1993 at age 57 or over and whose age plus service with the current company total 87 or more will receive a supplement.

An employee who retires on and after February 1, 1993 at age 55 or over and whose age plus service with the current company total 85 or more will receive the supplement.

The supplement will be determined as follows:

- (i) if, at retirement, the employee is less than the earliest age at which the Canada Pension Plan retirement benefits can start (for the rest of this paragraph referred to as the “CPP early retirement age”), the initial supplement will be equal to the maximum CPP retirement benefit payable to a person age 65 in the year of the employee’s retirement. On the retired employee attaining the CPP early retirement age, the supplement will be reduced so that the percentage of the original supplement which continues to be payable shall be equal to the percentage by which the CPP retirement benefit would be reduced if it were to start at the CPP early retirement age.
- (ii) if, at retirement, the employee is older than the CPP early retirement age, the supplement will be equal to a percentage of the maximum CPP retirement benefit payable to a person age 65 in the year of the employee’s retirement. The percentage shall be equal to the percentage by which the CPP retirement benefit would be reduced if it were to start at the employee’s retirement date.
- (iii) An employee who retires on August 15, 1997 at age 55 or over and whose age plus service with the current Company total 85 or more will, in addition to the supplement referred to in paragraph (i) and (ii) above, receive an additional supplement commencing at ages 60, 59, 58, 57, 56 and 55 in the years specified below and lasting until the employee attains the age of 65. This additional supplement will be two hundred and thirty-three dollars and eighty-three cents (\$233.83) per month. Effective June 29, 2003, the supplement will be increased to two hundred and forty-two dollars and forty-nine cents (\$242.49) per month. Effective February 1, 2006, the supplement will be increased to two hundred and eighty-five dollars and twenty-five cents (\$285.25) per month. Effective February 1, 2009, the supplement will be increased to three hundred and three hundred and three dollars and ten cents (\$303.10) per month.

Effective February 1, 2010 the OAS supplement portion will be adjusted to reflect the OAS rate for 2010 (calculated based on previous years methodology).

Effective February 1, 2011 the OAS supplement portion will be adjusted to reflect the OAS rate for 2011 (calculated based on previous years methodology).

Eligibility for this additional supplement shall be staged in as follows:

- (a) for employees who reach age 60 between August 15, 1997 and December 31, 1997;
- (b) for employees who reach age 59 during the calendar year 1998;
- (c) for employees who reach age 58 during the calendar year 1999;
- (d) for employees who reach age 57 during the calendar year 2000;
- (e) for employees who reach age 56 during the calendar year 2001;
- (f) for employees who reach age 55 during the calendar year 2002.

Any employee who was age 58 or more at June 3, 1989 and who retires at age 62 or over and whose age plus service with the current Company total 90 or more, will receive a supplement to his pension equal to the maximum Canada Pension Plan retirement benefit payable in the year of his retirement.

- (iv) An employee who retires on or after February 1, 2003 at age 55 or over and whose age plus service with the current Company total 85 or more will receive a supplement equal to the maximum CPP retirement benefit payable to a person aged 65 in the year of the employee's retirement. The employee will receive the additional supplement referred to in sub-paragraph (iii) above. This supplement shall only cover current employees of the Company and shall not apply to any new employee hired after June 29, 2003.
- (v) The supplements will cease on the attainment of age 65 by the employee. If the employee dies before attaining age 65, and if he has a spouse, 60% of the supplement being paid at his death will continue to the spouse until the date the employee would have attained age 65 had he lived.

7. Minimum Pension

An employee who retires after January 31, 1983 at age 65 and who has 15 years of seniority shall be entitled to a minimum monthly pension payable during his lifetime equal to \$20.00 times years of service with the current Company and a Selling Company, as defined in Schedule "D" of the Collective Agreement to a maximum of thirty (30) years made up of pension from the current company plan, the prior company plan and a special supplement from the current Company. For the purpose of determining the minimum pension, years for which the employee has received a refund of his own contributions to the pension plan of a Selling Company as defined in Schedule "D" of the Collective Agreement shall be credited at half the normal rate. This provision shall not apply to those employees who elect not to join the pension plan of their current Company.

8. Death Before Retirement

The employee's designated beneficiary or estate shall receive a lump sum payment equal to the commuted value of his normal retirement pension accrued to his date of death at least equal to the amount of his own contributions accumulated with Credited Interest. The commuted value shall be determined on the basis of the actuarial assumptions including the assumption about retirement age used in the most recent triennial valuation of pension liabilities.

9. Death After Retirement (Form of Pension)

The payment of retirement pensions shall be guaranteed for a minimum period of five (5) years subject to the employee's right to select an optional form of pension payments such as ten (10) or fifteen (15) year guarantees.

10. Termination of Employment

If an employee terminates prior to retirement, he shall be entitled to a refund of his own contributions accumulated with Credited Interest subject to any locking-in conditions imposed by legislation.

If the terminating employee has five (5) years of seniority, he shall also have the option of:

- (1) leaving his own contributions in the plan and receiving, commencing at age 65, a deferred pension equal to the normal pension accrued to his date of termination;
or
- (2) transferring the commuted value of his deferred pension to a locked-in Registered Retirement Savings Plan or equivalent savings vehicle.

11. Credited Interest

For the purpose of determining refunds in the event of termination or death before retirement, an employee's own contributions shall be credited from July 1, 1984 with interest compounded annually at a rate 1% below the rate earned by the fund on its fixed income investments calculated at their book value.

12. Eligibility

All new employee shall be required to participate in the pension plan after the completion of one year of seniority.

13. Disclosure

Commencing in 1985, each employee will be provided with an annual statement showing:

- (1) date at which he will first qualify for an unreduced pension;
- (2) his normal retirement date;

- (3) his years of Credited Service for the purpose of the calculation of pension benefits;
- (4) his required contributions accumulated with interest;
- (5) his voluntary contributions, if any, accumulated with interest;
- (6) for Agricore, the employer contributions prior to July 1, 1984, accumulated with interest;
- (7) details of his vesting and lock-in position;
- (8) the name of his designated beneficiary.

Each Company will provide the Joint Pension Committee with the following information and documents:

- (1) the plan text and all amendments thereto;
- (2) the triennial actuarial valuations and cost certificates;
- (3) the annual information return required under the *Pension Benefits Standards Act, 1985*.

14. Existing Plans

The Company further agrees that, in view of the fact that some existing plans provide benefits which are different from the above, the following exceptions will apply:

- (i) for Agricore, the rate credited for employee and employer contributions made prior to July 1, 1984, will be in accordance with the terms of the current Great-West Life contract.
- (ii) for Agricore, vesting of benefits in respect of service prior to July 1, 1984, will be after one year of service and the termination benefit in respect of that period of service will, subject to legislation which may limit his ability to withdraw cash, be in accordance with the terms of the current Great-West Life contract.
- (iii) United Grain Growers employees who were members of the plan prior to July 1, 1984, will have a seven year guarantee.
- (iv) for Agricore, the death benefit for service after June 30, 1984, will be as above. For service prior to that date, it will be a return of employee and employer contributions made in that period of service, with interest.
- (v) For Parrish & Heimbecker, the death benefit for service after June 30, 1984, will be as above. For service prior to that date, it will be the greater of:
 - (a) two (2) times the member's contributions with interest; and

- (b) the commuted value of the accrued deferred pension in respect of service prior to July 1, 1984.
- (vi) United Grain Growers employees who were members of the plan prior to July 1, 1984, will be entitled to retire in accordance with the above rule but, in addition, be entitled to retire at age 62 or more with an unreduced pension provided that they have at least ten (10) years of pensionable service.
- (vii) United Grain Growers employees who were members of the plan prior to July 1, 1984, will be entitled to receive the bridge benefit as described above provided that they retire at age 62 or more and provided that they have 10 or more years pensionable service.
- (viii) For current Parrish & Heimbecker employees the pension in respect of service after June 30, 1984, will be the greater of the above and 2% of final average ten (10) year earnings multiplied by years of service.
- (ix) For an employee who is a member of an existing plan at June 30, 1984, the rule regarding early retirement on reduced pension in that plan shall continue to apply where it is more liberal than the rule outlined in the third paragraph of Section 5 above.
- (x) A member of the Cargill Limited plan as at June 30, 1984 who retires in accordance with Section 14(ix) above, shall be entitled to a supplementary pension to age 65 in accordance with the terms of the existing plan.
- (xi) A member of the Agricore Retirement Plan at June 30, 1984 who has attained age 55 and who is contributing in excess of 6 and ½ % of his covered earnings, shall be entitled to make a once and for all election to remain subject to all terms and conditions of the existing plan. Any member who makes such an election shall not be subject to the terms and conditions of the new plan as set out herein. Such a member will be provided with an annual statement showing employer contributions for all service, accumulated with interest.
- (xii) For all members of the Saskatchewan Wheat Pool plan as at June 30, 1984, the existing provisions for retirement by reason of disability (total and partial) shall continue to apply.

15. Miscellaneous

The new plans shall provide for any optional forms of benefits permitted by Revenue Canada on an actuarially equivalent basis and for voluntary employee contributions. The new plans shall also provide for the pension to commence after age 65 if the member continues his employment after that age but, in accordance with Revenue Canada rules, the pension must start no later than the attainment of age 69.

In the event Schedule "D" has been implemented, all Companies agree to recognize service with the Selling and Purchasing Companies in determining the qualifying criteria for pension for those employees affected by Schedule "D".

16. Joint Pension Committee

The Company and the Union agree to establish a Joint Pension Committee which shall be composed of three (3) representatives named by the Company and three (3) representatives named by the Union. The Joint Pension Committee shall meet twice annually and at the request of either party to receive and review regular actuarial valuations; the reports of investment managers and advisors; and an annual report on the administration of benefits. The Company agrees to supply the Joint Pension Committee with such information as it may require to determine whether the pension plans are being administered in accordance with this Agreement and to determine whether individual employees are receiving the benefits to which they are entitled.

The Joint Pension Committee is further charged with reviewing, during the term of this Agreement, the practices of the Company with respect to post-retirement adjustments and the level of benefits being received by retired employees or their beneficiaries.

The Joint Pension Committee may commission such studies as it deems necessary to fulfill its responsibilities and its expenses will be borne by the parties. The Company agrees to provide to the committee all records, plans, cost factors, actuarial data and other information requested by either party. Each party may make such representation to the committee with such consultants as it deems necessary.

It is understood and agreed that the implementation of the preceding proposals is subject to approval by the various regulatory bodies governing pensions.

The Union agrees that pension issues will be removed from negotiations until February 1, 1987. If as a result of changes in pension legislation prior to that date, the cost of the plans increases, the Union recognizes that such additional cost is a responsibility to be shared by the Union and the Companies and the methods of such cost sharing will be discussed by the Joint Committee in the period prior to the implementation of the legislation. If the Joint Committee can agree on a method for cost sharing, this method will be effective from the effective date of the new legislation. If not, such cost sharing will be one of the issues in the subsequent round of negotiations and the additional costs incurred by the Companies in the period from the effect of such legislation until that round of negotiations is completed will be expressly taken into account in those negotiations.

SCHEDULE "G"

MEMORANDUM OF UNDERSTANDING

**BETWEEN
CARGILL LIMITED
RICHARDSON INTERNATIONAL LIMITED
PARRISH & HEIMBECKER LIMITED
VITERRA INC.
(hereinafter referred to as the "Company")**

AND

**UNITED STEELWORKERS UNIT LODGE 650
(hereinafter referred to as the "Union")**

This Memorandum of Understanding is supplementary and collateral to the Collective Agreement having the same force and effect as the said Collective Agreement entered into between the parties, and covering the term February 1, 2012 to January 31, 2014.

The Parties agree as follows:

1. ARTICLE 1:08 – Shall be interpreted by the parties to mean: It will not be a violation of the Agreement for any employee on his own volition to refuse to cross a legal picket line endorsed by the Union, set up by Federal Government employees, working at any terminal elevator.
2. The Company shall pay to each employee, including those who have retired (but not those who have quit, have been dismissed or who have had their employment terminated by operation of Article 14:05(b) or Article 14:06 since February 1, 2012) the full increase of wages as provided in the Collective Agreement for each hour paid for on and after February 1, 2012 (including overtime premiums).
3. The Parties further agree that the provisions of this Agreement shall continue notwithstanding the exercise of any right granted to either Party under Article 16:01 of the Collective Agreement and all monies shall be paid as herein provided until the Parties enter into a new Collective Agreement.
4. The Parties agree that, an employee may, at his option, take time off in lieu of accepting overtime pay, providing that the efficient operation of the elevator permits. Such overtime time off and pay shall be "banked" for an employee (calculated at the appropriate overtime rates) to a maximum of eighty (80) hours. The employee, who elects to "bank" his overtime shall notify the Company at the time of such election as to when he desires to take such time off. The time off in lieu shall be taken at a time suitable to both Parties. Payment out of such overtime "bank" shall be made to an employee prior to his time off. Time off shall be on the basis of one (1) hour off for each hour of overtime worked. The time off shall be taken in the first three (3) months of

the year following that in which it was earned. If it is not practicable to take time off, payment will be made.

5. If concurrency can be obtained from the required regulatory sources and providing the two (2) long weekends are phased so that approximately fifty percent (50%) of the regular employees are available for work, then the Company shall excuse employees from work for two (2) long weekends a year. The long weekends contemplated are those which occur in the months of May, July, August or September.

6. The parties recognize and agree that the Company maintains the various welfare plans through outside carriers, and for an employee to be eligible for any enhanced benefits, above and beyond the benefits prescribed in the prior collective agreement, the employee's entitlements or established entitlement of such benefit only occurs when an employee is actively working under the terms and conditions of this Collective Agreement.

7. When an employee is continuously absent from work due to sickness or accident for a period of more than one (1) year, the employer shall recognize an employee's entitlement to receive, for the first year of absence, vacation pay as prescribed under Article 6. In the event of the absence being extended beyond a period of one (1) year, vacation pay shall cease until the employee returns to work and earns further vacation entitlement. This provision shall only apply to all current regular seniority employees on the Company's seniority list as of February 1, 2000. This provision shall not apply to employees who have not acquired seniority by that date or to employees who are hired on or after that date.

8. The Parties agree to co-operate in setting up an unstructured Committee with terms of reference to look at the possible need for a continuous operation or some other solution. Both sides to determine who their Co-Chairman will be.

IN WITNESS WHEREOF the parties hereto have caused this Memorandum of Understanding to be duly executed, as of the _____ day of December, 2012.

COMPANIES

**UNITED STEELWORKERS
UNIT LODGE 650**

Cargill Limited

Parrish & Heimbecker Limited

Richardson International Ltd.

Viterra Inc.

SCHEDULE "H"
LETTER OF UNDERSTANDING

BETWEEN

CARGILL LIMITED
RICHARDSON INTERNATIONAL LIMITED
PARRISH & HEIMBECKER LIMITED
VITERRA INC.
(hereinafter referred to as the "Company")

AND

UNITED STEELWORKERS UNIT LODGE 650
(hereinafter referred to as the "Union")

1. Due to the undefined nature of future requirements to address unload incentives and demurrage on rail cars and time charters on boats, the current system of seeking approval of the Union to work overtime in circumstances not covered under Article 13 will continue for the duration of the Collective Agreement. The Union agrees that it will not unreasonably withhold its approval for bona fide reasons.

2. The Companies and the Union will establish a Joint Committee composed of three (3) representatives from the Union and three (3) representatives from the Companies to review industry issues regarding unload incentives, demurrage, time charters and other similar issues that may arise.

IN WITNESS WHEREOF the parties hereto have caused this Memorandum of Agreement to be duly executed as of the _____ day of December, 2012.

COMPANIES

**UNITED STEELWORKERS
UNIT LODGE 650**

Cargill Limited

Parrish & Heimbecker Limited

Richardson International Ltd.

Viterra Inc.

**APPENDIX “A”
MEMORANDUM OF AGREEMENT**

BETWEEN

**CARGILL LIMITED
RICHARDSON INTERNATIONAL LIMITED
PARRISH & HEIMBECKER LIMITED
VITERRA INC.
(hereinafter referred to as the “Company”)**

AND

**UNITED STEELWORKERS UNIT LODGE 650
(hereinafter referred to as the “Union”)**

The Company and the Union have agreed to amend the Pension Plan (“the Plan”) for a fixed term as follows:

1. In the event the Plan is (i) wound up or partially wound up and a members’ employment is terminated as a result of the wind up, or (ii) where a member’s employment is terminated as a result of the closure of a terminal, a merger or consolidation or a layoff, then all members of the Plan who have twenty (20) years or more seniority shall, in addition to the accrued pension to which they are entitled as of the effective date of any of these events, be entitled to the supplementary pension benefits referred to in Article 6 of the Plan, in accordance with the following scale:

30 years of seniority – 100% of the supplementary benefit
25 years of seniority – 75% of the supplementary benefit
20 years of seniority – 66 2/3% of the supplementary benefit

The payment of this supplementary benefit will only commence at the time the individual members would otherwise have first become eligible for the supplementary benefit had the Plan either continued or had the member’s employment continued until the normal eligibility date (ie. the “Rule of 85”). This supplementary benefit shall be continued in accordance with the provisions of paragraph 6(a)(iii) and (iv) of the Plan until the member reaches the age of sixty-five (65).

2. The application of paragraph 1 shall be subject to the following conditions, namely:

- (a) this provision shall only apply to active members of the Plan as of February 1, 2006;
- (b) the bridge benefit shall be calculated by reference to the maximum CPP pension as at the date the Plan is either wound up or the employment of the employees is terminated; and

(c) this Memorandum of Agreement shall automatically expire on October 15, 2014 for all purposes, provided however, that any rights or benefits which may have vested in any employee under paragraph 1 prior to that date shall not be affected.

IN WITNESS WHEREOF the parties hereto have caused this Memorandum of Agreement to be duly executed as of the _____ day of December, 2012.

COMPANIES

**UNITED STEELWORKERS
UNIT LODGE 650**

Cargill Limited

Parrish & Heimbecker Limited

Richardson International Ltd.

Viterra Inc.

LETTER OF UNDERSTANDING

BETWEEN

**CARGILL LIMITED
RICHARDSON INTERNATIONAL LIMITED
PARRISH & HEIMBECKER LIMITED
VITERRA INC.**

AND

**UNITED STEELWORKERS,
UNIT LODGE 650**
(Hereinafter referred to as the "Union")

The Parties hereto agree as follows:

1. Notwithstanding Appendix "A" to the Collective Agreement between the parties, in the event that a valuation report determines that there are insufficient assets to provide in whole or in part the benefits provided by Appendix "A" the Company shall give notice to the Union and provide the Union with the valuation report that determined the funding deficiency.
2. Upon issuing the notice and valuation report pursuant to Section 1 herein, the Company may elect to fund the deficiency pursuant to the PBSA and regulations or give notice to the Union that it intends to amend its Pension Plan in accordance with Section 3 herein.
3. The Pension Plan shall be amended to state that the benefits provided by Appendix "A" shall be provided by the pension Plan only to the extent that assets are available for this purpose.
4. Upon the amendment specified in Section 3, the Company agrees that to the extent that the Pension Plan assets are insufficient to provide Appendix "A" benefits, then the individual Company shall provide payments directly to each eligible member equivalent to the difference between the amount of benefit provided by Appendix "A" and the amount of the benefit funded by the Pension Plan.
5. The parties shall execute all documents necessary to register the amendment with the Office of the Superintendent of Financial Institutions.
6. This Letter of Understanding shall remain in effect so long as Appendix "A" is retained in the collective agreement between any of the companies so named or their successors and will not expire in any case until October 15, 2012 for all purposes, provided however, that any rights or benefits which may have been vested in any employee under Appendix "A" and his/or this Letter of Understanding to that date shall not be affected.

7. This Letter of Understanding shall be kept confidential except where necessary to implement or enforce the provisions herein or to receive professional advice with respect to the terms and conditions herein.

Signed this _____ day of December, 2012.

COMPANIES

**UNITED STEELWORKERS
UNIT LODGE 650**

Cargill Limited

Parrish & Heimbecker Limited

Richardson International Ltd.

Viterra Inc.

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