

COLLECTIVE BARGAINING AGREEMENT

VITERRA (« Employer »)

AND

**SYNDICAT DES TRAVAILLEUSES ET TRAVAILLEURS
DU TERMINAL CÉRÉALIER VITERRA – CSN (« Union »)**

ARTICLE 1 - JURISDICTION OF THE COLLECTIVE AGREEMENT

- 1.01** This Collective Agreement governs all the employees of the bargaining unit defined in the Certification Order issued by the Canada Industrial Relations Board in favour of the Syndicat des travailleuses et travailleurs du terminal céréalier Viterra – CSN.
- 1.02** It is agreed that the Employer's personnel not governed by this Collective Agreement shall not perform the work usually performed by the employees belonging to the aforesaid bargaining unit, except for training purposes, due to force majeure or fortuitous events.
- 1.03** (a) The Union recognizes that the Employer has sole authority to manage its affairs, to direct its working forces, including the right to hire, promote, demote and to suspend or discharge any employee for just cause, and to increase or decrease the working force of the Employer, to re-organize, close and to schedule hours of work.
- (b) The Union further recognizes the right of the Employer to operate and manage its business in all respects in accordance with its commitments and responsibilities to be observed by the employees, not inconsistent with the terms of this Agreement.

ARTICLE 2 - DEFINITIONS OF TERMS

- 2.01** In this Collective Agreement, unless the context indicates otherwise, the following words have the following meanings:
- a) Employer: Viterra;
 - b) Union: Syndicat des travailleuses et travailleurs du terminal céréalier Viterra – CSN;
 - c) Employee: any employee employed by the Employer covered by the Certification Order issued by the Canada Industrial Relations Board in favour of the Syndicat des travailleuses et travailleurs du terminal céréalier Viterra – CSN;
 - d) Regular employee: employee hired to work to meet operational needs;
 - e) Temporary employee: employee hired to meet a temporary need;

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- f) Executive Committee: the Executive Committee is composed of all the elected officers of the Union;
- g) Continuous shifts: means any mode of operation at the Grain Terminal which allows the Employer to alter the work schedule, according to the provisions of the Collective Agreement, for part or all of the employees, such that the work beginning earlier or ending later can be accomplished without it being necessarily to stop operations.

ARTICLE 3 - UNION SECURITY

- 3.01** Every employee who, at the time of signing of this Collective Agreement, is a member of the Union, shall, as a condition of maintenance of his employment, remain a Union member for the duration of the Collective Agreement, unless he is expelled from the Union. In this case, he may keep his job but shall pay the Union dues.
- 3.02** Every new employee, within thirty (30) days of his hiring, as a condition of maintenance of his employment, shall become and remain a Union member unless he is rejected or expelled by the Union. In this case, he may keep his job but shall pay the Union dues. Upon hiring of a new employee, the Employer shall provide him with a copy of the Union membership card.
- 3.03** All the employees covered by this Collective Agreement who are not currently members of the Union and all the employees who, in the future, are expelled or rejected by the Union shall nonetheless, as a condition of maintenance of their employment, pay Union dues to the Union equal to those paid by the Union members.

ARTICLE 4 - COMPULSORY DEDUCTION OF UNION DUES

- 4.01** The Employer 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 Employer 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.
- 4.02** It is agreed that the Union shall hold harmless and indemnify the Employer in respect of each and every claim that may be made by the employees, or any one of them, regarding the Union dues deducted from their pay in accordance with this article.

ARTICLE 5 - BULLETIN BOARDS

- 5.01** The Employer shall make bulletin boards available to the Union with glass covers set up to accommodate a padlock, supplied by the Union, to post all notices of Union meetings and notices of nominations or various union positions, or any notice for advertising purposes, on condition that the advertising is not directed against the Employer, its officers, its administration or its employees.

ARTICLE 6 - UNION REPRESENTATIVE

6.01 Union Representatives

To represent the employees in a manner compatible with the provisions of this Collective Agreement, the Employer recognizes that the Union has the right to designate representatives; they shall be the members of the Executive Committee.

6.02 Labour Relations Committee

When necessary, the Employer and the Union agree to hold a Labour Relations Committee composed of two (2) Employer Representatives and two (2) Union Representatives to study any problem, grievance, disagreement or complaint in which the Parties have a common solution to seek a solution.

ARTICLE 7 - GRIEVANCE PROCEDURE AND ARBITRATION

7.01 Definitions

For the purposes of this Collective Agreement, the word “grievance” means “any complaint concerning working conditions, the rate or payment of salary, or the application of this Collective Agreement in respect of one, some or all of the employees, or of the Union as such”.

7.02 Presentation of a Grievance

Every grievance, to be admissible, shall be formulated in writing, mentioning the facts which are the object of the grievance and the remedy sought, the said writing being dated and presented within thirty (30) working days of the occurrence of the facts which are its occasion or which follow the employee’s knowledge of these facts, if the employee justifies that, due to a leave of absence or other circumstance beyond his control, he was unable to formulate his grievance in a timely manner.

7.03 Technical Error and Timeline

- a) A technical error in the submission of the grievance shall not result in its nullification.
- b) Time limitations in the present section may be extended by mutual agreement between the parties, provided that requests for extension are made prior to the expiry of the time limitation.

7.04 Procedure

Every grievance shall be settled according to the following procedure:

a) Preliminary Stage

- i) Every employee who has a problem concerning his working conditions which may give rise to a grievance, shall discuss it with his immediate supervisor or with any other Employer Representative in an attempt to settle it, accompanied, if he so wishes, by his Union Representative. The Parties shall favour and encourage such discussion with a view to a possible settlement.
- ii) However, the mere fact that this obligation is not fulfilled shall not cause the employee or the Employer to lose any rights.

b) Stage 1

- i) The grievance formulated and presented, as prescribed above, shall be submitted by the Union or by the employee to the employee's supervisor or designate.
- ii) The person to whom the grievance is thus presented shall have three (3) working days to render a decision.

c) Stage 2

If the grievance is not settled within the three (3) days prescribed in Stage 1, the Union may, within ten (10) working days immediately following the three (3) aforesaid days, present the grievance to the manager or designate concerned or his representative who shall render a decision within the next ten (10) working days.

d) Stage 3

If the grievance is not settled to the Union's satisfaction, by the manager or, within ten (10) working days following the date when the said grievance was submitted to him, the Union may submit the grievance within ten (10) working days to the Director of the grain terminal or designate. The Director of the grain terminal or designate shall have ten (10) working days from the date when the grievance was submitted to him to render a decision.

7.05 Arbitration

When a grievance has not been settled as per the above within the time prescribed in the preceding paragraph, the employee or the Union may, within the next forty (40) working days, refer the case to arbitration after having given written notice of intent to the Director of the Grain Terminal or designate.

7.06 Arbitration Board

The choice of the arbitrator will be made by mutual agreement between the parties. In absence of an agreement between the parties, either party may make a written request to the Minister of Labour to appoint an arbitrator.

7.07 Settlement without Arbitration

Any settlement of a grievance recorded in writing and signed, entered into in any case between the Employer and the Union, shall bind the Employer and the Union and the employees governed by this Collective Agreement.

7.08 Costs and Fees of the Arbitrator

The costs and fees of the arbitrator and any other expense necessary for arbitration shall be paid by the Parties, each covering half.

7.09 Jurisdiction

- a) The arbitrator, if the question is asked to him, may determine his jurisdiction to hear the grievance submitted to him.
- b) The arbitrator shall decide on the validity of this grievance, the remedy to be applied, as the case may be, and any issue of interpretation of this Collective Agreement pertaining thereto, and the decision thus rendered shall bind the Employer, the Union and the employee.
- c) The arbitrator shall not have authority to alter or change any of the provisions of this Collective Agreement, or to insert any new provisions, or to give any decision contrary to the terms and provisions of the Collective Agreement, but it is agreed that where disciplinary action is involved the arbitrator shall have the power to award a penalty or amend a penalty imposed by the Employer.

ARTICLE 8 - DISCIPLINARY MEASURES

8.01 Disciplinary action, depending on the severity or the frequency of the offences, shall be:

- a) A written reprimand;
- b) A suspension;
- c) Dismissal.

8.02 The Employer shall notify the employee of any disciplinary action recorded in his personal file. A copy of this notice of disciplinary action shall be transmitted to the Union. This notice shall contain the facts alleged and the grounds of disciplinary action. Any employee who is the object of disciplinary action may submit his case in accordance with the grievance procedure.

- 8.03** Only one disciplinary action shall be imposed for the same offence.
- 8.04** The seniority rights of a suspended employee shall not be affected in any way by these disciplinary actions, and even during the suspension period, the employee may exercise his seniority rights to obtain any promotion or any appointment to a vacant position following a posting. However, he may not occupy his new position before his suspension expires.
- 8.05** Any disciplinary measure shall be removed from an employee's file after the expiry of eighteen (18) months from the date of the disciplinary action.
- 8.06** Within ten (10) working days of the imposition of the disciplinary action, a grievance pertaining to a suspension or dismissal may be submitted from the third (3rd) stage of the grievance procedure.
- 8.07** In the cases of grievances pertaining to disciplinary actions, the burden of proof that the disciplinary action is justified shall be incumbent on the Employer.

8.08 Summoning of an Employee

If the Employer wishes to meet an employee for disciplinary reasons, it shall notify the employee in advance of the nature of the meeting, and then this employee may be accompanied by a Union Representative.

8.09 Meeting Before Suspension, Termination or Dismissal

- a)** Before imposing a suspension, termination or dismissal for administrative reasons on an employee, the Employer shall summon the employee concerned to give him an explanation on this matter. The employee may then be accompanied by a Union Representative, and the Union shall have been notified in advance by the Employer. In the event that the Employer cannot reach the said employee, it shall notify the Union of this.
- b)** During this meeting, the employee or the Union Representative may bring any new factors or circumstances on this matter to the Employer's attention.

8.10 Consultation of an Employee's File

Any employee, during normal working hours, may consult his official personal file by appointment with the Employer. The same procedure shall apply to the Union with the authorization of the employee concerned.

ARTICLE 9 - SENIORITY

9.01 Definitions

- a)** For the purposes of this Collective Agreement:
 - i) Employment seniority means the total duration of continuous service accumulated by an employee for the Employer;
 - ii) Classification seniority means the total duration of an employee's service in the same classification excluding the time worked on a temporary assignment.
- b)** In case of equal seniority of two (2) or more employees, their respective seniority rank shall be determined once and for all by drawing lots in the presence of an Employer Representative and a Union Representative, and the employees concerned if they wish to attend.
- c)** The employees occupying a position in the Labourer classification shall not accumulate -classification seniority. A Labourer shall have employment seniority once he has completed his probation period.

9.02 Probation period

To acquire seniority rights, a new employee shall first complete a probation period of seven hundred twenty (720) hours worked, in a position governed by this Collective Agreement. When the period of seven hundred twenty (720) hours worked has been completed, the employee shall be considered to have continuous service with the Employer effective from his hiring date, namely the first (1st) day of work.

9.03 Loss of Seniority Rights

An employee's seniority shall be lost only for one of the following reasons:

- a)** Voluntary departure from his employment with the Employer;
- b)** Termination for just and sufficient cause;
- c)** A layoff for a continuous period of more than two (2) years;
- d)** After being laid off, refusing or neglecting to report to work within five (5) working days following receipt of a written notice from the Employer, by registered mail, recalling him to work in a regular occupation. A copy of this notice shall be delivered to the Union. During the course of the present collective agreement, an employee may refuse up to three (3) recalls;
- e)** If he obtains a position in an executive (management) function not governed by any Collective Agreement.

9.04 Accumulation of Seniority

An employee's seniority shall continue to accumulate during an absence, provided for by this Collective Agreement, authorized by the Employer or occasioned by illness, or a layoff not exceeding the periods prescribed in this article, except in the case of a leave without pay.

9.05 List of Employees

The Employer shall furnish the Union, once a year, with the revised list of employees indicating: their last name, first name, hiring date and classification.

9.06 Posting of Seniority Lists

The Employer, once a year, shall post a seniority list in each department, at locations prominently visible to the employees. This seniority list shall include employment seniority and classification seniority and shall contain the last name and first name of each employee.

9.07 Leave Without Pay

- a) The Employer may grant a leave without pay to an employee for valid reason, subject to the efficient operation of the Grain Terminal.
- b) The Employer will not grant a leave without pay for other employment opportunities.
- c) The employee shall apply for such leave, in writing, no less than fifteen (15) calendar days before the starting date of the requested leave.
- d) In the event of granting or refusing a leave without pay, the Employer shall inform the employee in writing.
- e) At the expiry of the leave without pay, the employee shall be reinstated in his classification or exercise his seniority rights.

ARTICLE 10 - USE OF SENIORITY

10.01 General Principle

Subject to the following, in all cases of bumping of labour, such as: promotions, layoffs and recalls, and individual vacation periods, the Parties agree, as a general principle, to grant preference to the employee with the most employment seniority or classification seniority, as the case may be.

10.02 Layoff procedure

- a) Layoffs resulting in a reduction of personnel in a classification shall be applied beginning with the employee with the least classification seniority.

Subsequently, except concerning reductions of personnel due to “technical or other changes”, which are covered by specific provisions contained in Article 27, the laidoff employee may fill a vacant position in another classification, provided that he can satisfy the requirements of the position claimed, that this does not result in layoffs in this other classification and that this does not prevent the promotion of another Employee with more employment seniority.

If no position is vacant, the laid-off employee may bump within, his own classification or in another classification. The laid-off employee may bump in a classification provided that he is qualified for the position claimed and provided that he has sufficient employment seniority to evict the employee with less employment seniority from the classification. An employee thus bumped may use his employment seniority in the same way to claim another position.

- b) In the cases stipulated in paragraph a) above, the employee with the most employment seniority shall obtain the position claimed, unless he cannot fulfill its normal requirements.
- c) Except for extraordinary circumstances, if the layoff results in a termination, the last day of work shall coincide with a Friday.
- d) The employees in the Labourer classification shall be laid off in reverse order of employment seniority and may not bump any other employee.
- e) Notwithstanding the provisions of paragraph a) above, an employee who was laid off and who is recalled to take training shall be laid off again at the end of his training period. In such a case, he may not bump any other employee, except if he otherwise would have been recalled had it not been for his training period and the employee recalled in his place is still at work, in which case the provisions of paragraph a) above shall apply.

10.03 Recall

During the recall following an increase in personnel, the employees shall be recalled and reinstated in their positions in reverse order of their layoff, except for employees in the Labourer classification who shall be recalled by employment seniority for any work.

10.04 Training

- a) The Employer shall decide on the number of employees to be trained for each classification, according to the needs of the operation.

- b) When it proves necessary to train employees, the Employer shall proceed as follows:
 - i) The Employer will post for an expression of interest for training;
 - ii) The candidates for training shall be chosen based on aptitudes and employment seniority.
- c) Each candidate shall be trained under the supervision of an experienced employee or trained by a recognized organization for a predetermined period of time.
- d) A candidate taking training who is bumped in his classification by a laid-off or bumped employee, shall complete his training before being laid off.
- e) Any candidate who is not qualified after being trained may apply and receive approval from the Employer to repeat the training after a period of one month, or later.
- f) The Employer shall bear the burden of proof that the candidate cannot qualify.

10.05 Promotion and Transfer Based on qualification

Any vacant position in a classification shall be awarded as follows:

- a) For vacant positions for which a qualification is not required, the Employer, after having posted, shall appoint the candidate with the most employment seniority who has applied for the position in question.
- b) For vacant positions for which a qualification is required, the Employer, after having posted, shall appoint the senior qualified employee who has applied for the position in question.
- c) For vacant positions for which there is no qualified candidate, the Employer shall appoint the employee who, among those who have applied for the position, has the most employment seniority, provided that after the training period of a predetermined duration he is capable of satisfying the normal requirements of the job.
- d) For vacant positions in a new classification, the Employer shall appoint the candidate with the most employment seniority among those who have applied for the position, subject to aptitudes, provided that after a training period of a predetermined duration, he is capable of satisfying the normal requirements of the job.
- e) Notwithstanding the provisions of article 10.05, any vacant position in a regular classification may be assigned automatically to the employee with the less employment seniority and who is qualified.

10.06 Posting

- a) The Employer agrees to post all vacancies in all classifications in visible locations.
- b) Such a posting shall be done for five (5) working days.
- c) Any employee wishing to obtain a posted vacant job, as stated above, shall apply in writing, on a form furnished by the Employer, during the posting period. The list of names of the candidates shall be delivered to the Union.
- d) Within ten (10) working days of the end of the posting prescribed in this article, the Employer shall appoint the employee who has obtained the vacant position, and this employee's name shall be posted after his designation to this position.

10.07 List of qualified Employees by classification

On a regular basis, a list of the qualified employees for each classification shall be posted in a prominently visible location and transmitted to the Union.

10.08 Refusal of Promotion

An employee who refuses a promotion shall not thereby see his seniority rights affected for a future promotion.

ARTICLE 11 - REGULAR WORK WEEK AND HOURS OF WORK

11.01 Normal Work Week

- a) The normal work week shall be forty (40) hours, composed of five (5) consecutive working days, from Monday to Friday inclusive, for day shift workers and for workers on two (2) shifts.
- b) The normal work week shall be forty (40) hours, composed of five (5) consecutive working days spread over a seven (7) day week, for workers on three (3) shift.

11.02 Working Day

a) Day Shift

The working day for day shift workers shall be eight (8) hours, between:

- i) 8:00 a.m. to 5:00 p.m., with one (1) unpaid hour for a break;
- ii) 7:00 a.m. to 3:00 p.m., with a break of twenty (20) minutes with pay; or
- iii) 8:00 a.m. to 4:00 p.m., with a break of twenty (20) minutes with pay.

Nonetheless, an employee working from 8:00 a.m. to 5:00 p.m. required to work during his break shall be paid for the full hour, in accordance with the "overtime" clause. In such a case, the employee may take a twenty (20) minutes with pay at the time determined by the Employer.

b) Evening

The working day shall be eight (8) hours divided into the following hours for each shift:

- i) 3:00 p.m. to 11:00 p.m.; or
- ii) 4:00 p.m. to 12:00/midnight,

with a break of twenty (20) minutes without loss of pay, in the workplace, at the time determined by the Employer.

c) Night

The working day shall be eight (8) divided into the following hours for each shift:

- i) 11:00 p.m. to 7:00 a.m.; or
- ii) 12:00 p.m./midnight to 8:00 a.m.,

with a break of twenty (20) minutes with pay, in the workplace, at the time determined by the Employer.

- d)** To undertake continuous operations, the Employer may assign all or part of the employees to one of the shift described in section 11.02 (a), (b) or (c).

11.03 Determination of Working Days and Hours of Work

Except in extraordinary circumstances, the Employer will maintain the working days and hours of work for a minimum of 7 days and shall provide notice of changes forth-eight (48) hours in advance.

11.04 Shift Rotation

The Employer will determine the shift rotation schedule and shall act reasonably in considering requests from employees to change or rotate shifts, subject to the efficient operation of the terminal.

11.05 Duration of Work on evening or night

Except in extraordinary circumstances, the employer will ensure that any work on the afternoon or evening shifts shall last for a period of no less than 7 days.

11.06 Reporting Pay

Every employee scheduled to work and who reports for work shall receive no less than four (4) hours of work or four (4) hours of pay at the rate prescribed by this Collective Agreement.

11.07 Overtime

- a) From Monday to Friday, every employee required to work outside the regular hours of the working day shall receive time-and-a-half;
- b) On Saturday, every employee required to work, except for employees working on the night shifts, shall receive time-and-a-half and shall receive double time after the 8th hour worked and above;
- c) On Sunday, every employee required to work, except for employees working on the night shifts, shall receive double time;
- d) On a holiday, every employee required to work, except for employees working on the night shifts, shall receive double time.

11.08 Minimum Overtime

a) Monday to Friday Inclusive

- i) Every employee called to work or required to report to work before his normal working day shall receive a minimum of one (1) hour of pay at the overtime rate prescribed by this Collective Agreement, if the work is for one (1) hour or less.
- ii) Every employee called to work or required to report to work before his normal working day shall receive, for the hours worked, a pay at the overtime rate prescribed by this Collective Agreement.
- iii) Every employee recalled to work after having left the premises shall receive no less than four (4) hours of pay at the overtime rate prescribed in this article.

b) Saturday and Sunday

Except for night shifts workers, every employee called to work on Saturday and Sunday shall receive no less than four (4) hours of pay at the overtime rate prescribed in article 11.06 of the Collective Agreement.

c) Night Shifts

Workers on the night shifts called upon to work during their weekly rest days shall receive no less than four (4) hours of pay at the overtime rate prescribed in article 11.06 of the Collective Agreement.

11.09 Meal Allowance (Overtime)

An employee required to work overtime for more than one (1) hour in continuity with his normal working day shall receive a meal allowance of \$14.00, unless that the Employer has given a one (1) day notice regarding the overtime required.

ARTICLE 12 - SALARIES

12.01 Pay Rate Table

The regular hourly pay rate is indicated in the Pay Rate Table, Schedule A, appended to this Collective Agreement as an integral part thereof.

12.02 New Classifications

- a) The regular hourly rate for any new classification under the Union's jurisdiction shall be determined according to the rates prescribed in this Collective Agreement for similar or comparable classifications.
- b) The Employer shall determine the rate of the classification after consultation with the Union.

12.03 Temporary Assignment

- a) Except concerning Labourers who shall retain their pay rate when they perform tasks belonging to their classifications, as defined in article 10.03 a), temporary assignments of one (1) shift to another classification, except for training purposes, shall result in remuneration at the highest pay rate for each hour thus worked by the employee in this higher occupation for a minimum of eight (8) hours.
- b) Except concerning Labourers who shall retain their pay rate when they perform tasks belonging to their classifications, as defined in article 10.03 a), temporary assignments of more than one (1) shift to another classification, except for training purposes, shall result in remuneration at the rate of pay of that classification.
- c) All temporary assignments shall be made on the basis of the employee's qualification and employment seniority, in the manner prescribed in article 10.06, or in the absence of qualification, according to the procedure prescribed in articles 10.07 and 10.08.

ARTICLE 13 - HOLIDAYS

13.01 List of Holidays

- a) For the purposes of this Collective Agreement, the following days are recognized as holidays:
 - i) New Year's Day;
 - ii) The day after New Year's;
 - iii) Good Friday;
 - iv) Easter Monday;
 - v) Victoria Day;
 - vi) St. Jean Baptiste Day;
 - vii) Canada Day;
 - viii) Labour Day;
 - ix) Thanksgiving;
 - x) Remembrance Day;
 - xi) Christmas Day;
 - xii) The day after Christmas.

13.02 Holiday Pay Allowance

Every employee with seniority rights who does not work on a statutory holiday shall be paid the equivalent of the salary he would have earned for the normal hours he would have worked if this day had not been a holiday.

13.03 Holiday Coinciding with a Normal Day Off

- a) If a holiday falls on a Saturday or a Sunday, the Employer shall carry it over to the day immediately before or after the Saturday or the Sunday. The Employer shall publish, on or about January 31st of each year, the list of holiday for the next twelve (12) months.
- b) In the case of a shift worker, when a legal holiday coincides with an employee's normal day off, it shall be postponed to the next working day.

13.04 Holiday Coinciding with Vacation or Leave

Every employee with seniority rights shall benefit from one additional day of annual vacation for each holiday that falls during his annual vacation period, or during sick leave, or in the event of absence due to a work-related accident.

13.05 Pay and Compensation for Work on a Holiday

Every employee required to work on a holiday shall be paid, in addition to his pay allowance for this holiday, double his normal salary for the time during which he worked, with a minimum of four (4) hours at double time.

ARTICLE 14 - LEAVE DUE TO DEATH, BIRTH OR ADOPTION

14.01 In the event of the death of a close relative (spouse, father, mother, child, brother and sister) of an employee with seniority rights, this employee may be absent from work for five (5) consecutive working days, without loss of pay, effective from the date of death or the day immediately following the date of death.

14.02 In the event of the death of a brother-in-law, sister-in-law, grandparents or parents-in-law of an employee with seniority rights, this employee may be absent from work for three (3) consecutive working days, without loss of pay, effective from the date of death or the day immediately following the date of death.

14.03 Death in the Immediate Family

- a) In the event of the death of a relative mentioned in article 14.02, the employee shall benefit from one (1) additional day if the funeral is held more than 300 km from his workplace, on condition that he submits a certificate of attendance at the funeral.
- b) If a relative mentioned in articles 14.01 and 14.02 dies during a schedule vacation period, the days prescribed in articles 14.01 and 14.02 shall apply on condition that the employee submits a certificate of attendance at the funeral. The vacation days thus converted shall be postponed to a later date chosen after agreement with his immediate supervisor.

14.04 Maternity Leave

Maternity leave shall be granted in accordance with the applicable legislations.

14.05 Birth or Adoption Leave

An employee shall be entitled to two (2) days of paid leave on the occasion of the birth or adoption of his/her child.

14.06 Parental Leave

Parental leave shall be granted in accordance with the applicable legislations.

ARTICLE 15 - SICK LEAVE

15.01 Eligibility

An employee who has completed his probation period shall be granted annually five (5) sick days as a leave with pay at his regular rate.

15.02 Award

- a) An employee may benefit from paid sick leave without it being necessary to present a medical when he is sick and unable to work for a period of one (1) day.
- b) When the absence is for a period of more than one (1) working day, an employee, to be granted sick leave, shall present a medical certificate, upon returning to work, establishing the fact that it was impossible for him to work due to this illness, and the duration of the absence made necessary by the said illness.

15.03 At the end of the reference period, the sick days left in the bank will not be paid.

15.04 The sick days may not be accumulated from a reference period to another.

15.05 For the purposes of the present article, “reference period” means the period of January 1st to December 31st.

ARTICLE 16 - ANNUAL VACATIONS

16.01 Annual Vacations

- a) An employee with less than one (1) year of service, shall be granted vacations in accordance with the provisions of the *Canada Labour Code*, Part III, Division IV or as amended as needed.
- b) An employee who has completed one (1) year of service but less than four (4) years of service shall be entitled, during each calendar year, to an annual vacation of ten (10) working days, which shall be paid on the basis of four (4%) of his earned salary (overtime included) during the current year, with a maximum of ten (10) working days.
- c) An employee who has completed four (4) years of service but less than ten (10) years of service shall be entitled, in each calendar year, to an annual vacation of fifteen (15) working days, which shall be paid on the basis of 6% of his earned salary (overtime included) during the current year, with a maximum of fifteen (15) working days.

- d) An employee who has completed ten (10) years of service but less than eighteen (18) years of service shall be entitled, in each calendar year, to an annual vacation of twenty (20) working days, which shall be paid on the basis of 8% of his earned salary (overtime included) during the current year, with a maximum of twenty (20) working days.
- e) An employee who has completed eighteen (18) years of service but less than twenty four (24) years of service—shall be entitled, in each calendar year to an annual vacation of twenty (20) working days, which shall be paid on the basis of 9% of his earned salary (overtime included) during the current year, with a maximum of twenty (20) working days.
- f) An employee who has completed twenty five (25) years of service or more—shall be entitled, in each calendar year to an annual vacation of twenty five (25) working days, which shall be paid on the basis of 10% of his earned salary (overtime included) during the current year, with a maximum of twenty five (25) working days.

16.02 No absence due to illness or accident suffered on the occasion of or in the performance of his duties shall constitute, at any time, an interruption of service for the purposes of computation of vacations. However, an employee absent without pay for more than five (5) consecutive working days or absent without authorization shall see his vacation reduced in proportion to his absence.

16.03 For the purposes of this article, the term “earned salary” includes all remuneration paid (including overtime pay) by the Employer under this Agreement, and any benefit paid to an employee due to a work-related accident or industrial disease.

16.04 Choice of Annual Vacation

- a) Employees holding a classification shall exercise their choice of annual vacation in their classification and secondly by employment seniority.
- b) Vacations normally shall be taken during the year they are vested, but may be deferred by the employee and approved by the Employer, subject to the efficient operation of the Grain terminal, in whole or in part, up to March 31 of the following year. Any deferment of annual vacation may not go beyond March 31 of the following year unless there is an agreement between the employee and the Employer.
- c) The annual vacation schedule for the period from May 15 to October 31 shall be completed and posted on or before May 10. The annual vacation schedule for the period from November 1 to May 14 shall be completed and posted on or before October 26. The employee shall have up to April 25 in the first case and up to October 15 in the second case to formulate his choices of annual vacation periods. When an employee wishes to change his annual vacation choice, the Employer will consult the Union.

- d) If an employee refuses or omits to make his choices known as prescribed above, this employee shall lose the preference based on his employment seniority in his classification.
- e) An employee, at any time during the year, may ask the Employer to take a vacation day on condition that this does not hinder the efficient operation of the Grain Terminal.

16.05 Election of Payment in Lieu of Annual Vacation

Any Employee shall be entitled, at his option, to receive payment for annual vacation instead of vacation time.

16.06 Vacation Pay

Except in the case of Temporary Employees, in the event of an employee's layoff, he shall be paid the vacation pay then due to him. In the case of Temporary Employees, any vacation pay which has not been disbursed shall be remitted to the employee on December 1st of each year.

16.07 Payment of Vacations

Annual vacations shall be paid before an employee leaves on vacation, with his last pay, and shall be in proportion to the vacation period taken, on condition that he requests this at the time he chooses his vacation.

16.08 Hospitalization During Vacation

An employee who is the victim of an accident or an illness and who therefore must be hospitalized during his vacation may, if he wishes, adjourn his vacation to a later date for the number of days the hospitalization lasts.

ARTICLE 17 - WORK-RELATED ACCIDENTS

17.01 The Employer will comply with the applicable legislation regarding health and safety.

ARTICLE 18 - SCHEDULES

18.01 Schedules and Current Letter of Understanding

The Schedules and Letters of Understanding appearing herein are an integral part of this Collective Agreement.

18.02 Future Letters of Understanding

Unless stipulated otherwise, the Letters of Understanding to be entered into in the course of this Collective Agreement shall be an integral part thereof.

ARTICLE 19 - GROUP INSURANCE, ACCIDENT & HEALTH AND PENSION PLAN

19.01 Eligible Employees shall have the right to life insurance, accidental death and dismemberment coverage, short term disability, long term disability, extended health care benefits and dental care.

19.02 Pension Plan

- a) All employees shall, on the condition of employment, participate in a defined contribution pension plan maintained by the Employer.
- b) These eligible employees shall be enrolled in the plan on the first day of the month following the completion of a 90 days service period.
- c) Participating employees will each contribute 3% of earnings to the plan. The Employer will contribute 3% of an employee's earnings to the plan.
- d) "Earnings" as used in the clause shall mean the regular remuneration paid by the Employer excluding overtime and pay in lieu of vacation.

ARTICLE 20 - INFORMATION FURNISHED TO THE EMPLOYEES

20.01 The Employer undertakes to inform each employee annually of the total amount of his contribution to the pension fund.

ARTICLE 21 - BIWEEKLY PAY

21.01 Pay shall be remitted to the employee every second Friday. However, if the Friday falls on a holiday, the pay shall be distributed on Thursday.

21.02 Every employee shall be paid by bank deposit at the bank or caisse of his choice.

21.03 The Employer shall provide an employee's pay deposit statement.

21.04 Confidentiality shall be observed in distributing pay.

ARTICLE 22 - HEALTH & SAFETY

22.01 Health & Safety Provisions

The Employer shall take all measures compatible with its operations and with the nature of each employee's functions to safeguard their health & safety.

22.02 Premises Available to the Employees

The Employer shall provide on its premises reasonable facilities to the employees.

22.03 Searching of Lockers

The Employer undertakes not to conduct any search of an employee's lockers outside of his presence and the presence of a Union Representative.

22.04 Joint Health & Safety Committee

- a) The Parties agree to constitute a Joint Health & Safety Committee, composed of equal Employer Representatives and equal Union Representatives.
- b) The function of the Committee shall be to study all matters pertaining to health & safety in the workplace affecting the employees, and to formulate recommendations on these matters to the Employer, or to the Union. However, the said recommendations shall not bind the Parties.
- c) The Joint Committee shall meet every month and may meet more often, as the need arises.

ARTICLE 23 - GENERAL WORKING CONDITIONS

23.01 Personal protective equipment and tools

- a) On an annual basis, the Employer shall reimburse each employee who is actively working upon presentation of a receipt up to \$250.00 for the purchase of safety boots and coveralls acceptable to the Employer.
- b) The Employer will provide personal protective equipment required for the grain terminal employees except for safety boots which will be administered as per the above clause and prescriptions glasses as outlined below. When an employee must wear prescription lenses for safety glasses, he may obtain a pair of safety glasses every twenty-four (24) months, from the supplier designated by the Employer.
- c) The Employer will provide all necessary tools it deems necessary to undertake the work.

23.02 Medical Examinations

- a) When the Employer requires a medical certificate from an employee, it shall justify its request. The employee shall then produce a medical certificate from a physician of his choice.
- b) If the Employer deems it appropriate, any employee shall submit to a medical examination by one of the physicians designated by the Employer. In this case, the costs of the medical examination shall be at the Employer's expense.

23.03 Working Assignments

- a) The Employer shall decide on the number of employees in each classification and the number of employees required to perform the various activities according to the needs of the operation and subject to the provisions of the Collective Agreement concerning layoff notices.
- b) When there is not enough work for the employees in their own classification during an assignment, the Employer may assign these employees to any other assignment for which they are qualified. In such a case, the employees shall be remunerated at the highest pay rate between their own classification and the classification to which they were assigned.
- c) Regardless of whether the work involved is to be performed on straight time or on overtime at the Grain Terminal, when the Employer assigns a Millwright and an Electrotechnician to work in tandem, they shall carry repairs and maintenance work pertaining to their respective classifications, while lending each other mutual assistance.

ARTICLE 24 - DISTRIBUTION OF OVERTIME

24.01 Overtime shall be distributed as equitably as practical among all employees in the same classification, using as the criterion the sum of the overtime worked by the employees and the overtime the employees could have worked if they had not refused to work the overtime offered.

NOTE: For the purpose of this article, the calculation of overtime refused or worked shall be accumulated according to the number of hours represented by these hours paid or payable, converted into straight time.

24.02 Overtime for a specific classification shall be distributed as follows:

- a) To the Employee in the applicable classification with the lowest sum of overtime worked and overtime refused. If this employee refuses, the overtime shall then be offered to the Employee in the applicable classification with the lowest sum of overtime worked and overtime refused, and so on;
- b) If all the employees **in the** classification refuse, the employee holding the least employment seniority and who **is qualified** shall be required to work overtime.

24.03 Overtime for unclassified work shall be distributed in the following order:

- a) To the Classified Employees;
- b) To the Labourers.

- 24.04** Any error in the distribution of overtime in unclassified work shall not be subject to monetary compensation; however, the person wronged shall be offered priority for this overtime in unclassified work at the next opportunity.
- 24.05** Overtime in the Millwright and Electrotechnician classifications shall be distributed so that at least one of the persons who started the work is offered the priority possibility of completing this same work on overtime.
- 24.06** The Employer shall use a reference year of fifty-two (52) full and consecutive pay weeks, corresponding more or less to the period between April 1 and March 31 of the following year, for the purposes of determining average overtime and distribution. The calculation of the overtime worked or refused by an employee shall include not only such overtime worked or refused by the employee in his classification, but also all overtime worked or refused by this employee when temporarily assigned or allocated to another classification, subject to the following exceptions:
- a) When an employee is absent due to illness, work-related accident or annual vacation, he shall retain, on his return to work, the sum of the overtime hours credited to him at the time of his departure caused by illness, work-related accident or annual vacation;
 - b) When an employee is promoted or demoted, he shall be credited, in his new classification, the same number of overtime hours as the employee other than the one contemplated in the preceding paragraph who holds the most overtime hours in this classification. The same rule shall apply to an employee who returns to work following a layoff or a leave without pay or who has just been hired.
- 24.07** The Employer shall post every week and in a location visible to the employees the list of overtime accumulated. This overtime list shall include the number of hours actually worked by each employees, and those refused by each employee.
- 24.08** Notwithstanding the foregoing, none of the Union Representatives mentioned in article 6.01 shall be required to work overtime when he is called to a Union meeting, subject to the efficient operation of the grain terminal.
- 24.09** The overtime to which a Union Representative would normally have been entitled when he is called upon by the Union to participate in Union activities (attestation of which shall be given to the Employer by the Union) shall not be calculated as overtime refused or worked by the said employee.
- 24.10** For the sole purposes of the application of Article 24, employees who, following a layoff, bump other employees in another classification, shall be considered to be part of this classification; these employees shall transfer the overtime they have already accumulated, but the employee who is bumped or who bumps shall begin at least with the overtime allocated to the employee who holds the most in this classification.
- 24.11** When a dispute arising regarding an overtime claim, the Parties shall agree to refer it to the Labour Relations Committee.

ARTICLE 25 - NON-DISCRIMINATION & CIVIL DUTIES

25.01 Non-discrimination

- a) For the purposes of the application of this Collective Agreement, neither the Employer, nor the Union, nor their respective representatives shall engage in threats, restrictions or discrimination against an employee due to his or her race, colour, nationality, social origin, language, gender, pregnancy, sexual orientation, civil status, age, religious beliefs or absence thereof, political opinions, handicap, kinship, parental status, pardoned status (following a sentence) or exercise of a right recognized to the employee under this Collective Agreement or the law.
- b) Discrimination exists when such distinction, exclusion or preference has the effect of destroying, compromising or restricting a right recognized to the employee under this Collective Agreement or the law on one of the aforementioned grounds.
- c) Notwithstanding the foregoing, a distinction, exclusion or preference based on the abilities or qualities required to perform the tasks of a position shall be deemed non-discriminatory.

25.02 Civil Duties

- a) Every employee who acts in a court of law as a juror or a witness in a case to which he is not party or in a case not involving the Employer shall not thereby suffer any reduction of salary for the time required.
- b) An employee required by the Employer to appear in a civil case shall not thereby suffer any reduction of salary and his travel expenses shall be reimbursed by the Employer. If the day on which he must testify falls on a weekly day off, or during annual vacation, it shall be paid according to the provisions of articles 11.06 and 11.07.

ARTICLE 26 - CONTRACTED WORKS

26.01 The Employer will not contract out work normally performed by its employees if such contracted out work results in a layoff of employees.

ARTICLE 27 - TECHNICAL AND OTHER CHANGES

27.01 In the event of a technical or technological improvement, or any change in the Employer's work processes, or in the case of abolition of functions, the Employer, in conjunction with the Union, shall make every effort to enable the affected employee to adapt to the said improvements, changes or transformations and, for this purpose, shall give the employee a 240 hours probation. This period of 240 hours may be extended, with the agreement of the Parties, in the case of creation of a classification for which the requirements reasonably exceed those of the classifications enumerated in Schedule A.

30.03 Negotiation / Conciliation Committee

- a) Subject to the efficient operation of the grain terminal, the members of any Joint Committee established under this Collective Agreement may be absent from work, without loss of pay, for the purposes of attending any duly convened meeting of the said Joint Committees. The members of these Joint Committees shall obtain approval from the Employer in advance of the time and date of these meetings.
- b) Subject to the efficient operation of the grain terminal, the same provisions shall apply for meetings for negotiating purposes between the representatives of the Employer and the Union, for conciliation sessions or conciliation board sessions for the purposes of renewal of this Collective Agreement, up to a maximum of three (3) employees.

30.04 The Union shall inform the Employer, immediately and in writing, of any appointment of Union Representatives and members of Joint Committees established under this Collective Agreement.

30.05 Subject to the efficient operation of the grain terminal, a maximum of one (1) member designated by the Union, may be absent from work, for a period not exceeding five (5) working days without pay, to participate in union leave or for any other official union activity, provided that a written notice mentioning the name of the member, the date and the reason for absence is transmitted to the Employer by the Union, no less than one (1) week in advance.

ARTICLE 31 - TERM AND RENEWAL OF THE COLLECTIVE AGREEMENT

31.01 Term of the Collective Agreement

- a) This Collective Agreement shall come into force on July 1st, 2011 and shall remain in force up to December 31, 2016.
- b) This Collective Agreement replaces the Collective Agreement signed by the Montreal Port Authority and the Syndicat national des employés du Port de Montréal on June 18, 2003.
- c) It shall continue to apply beyond this date until the legitimate exercise of the right to strike or lock-out by either Party, or the making of a Collective Agreement that replaces it.

31.02 Official Version of the Agreement

The official text of this Collective Agreement is the French text.

27.02 In the event of technical or technological improvements, or any changes in the Employer's work processes, or when the Employer decides to abolish functions, the Employer shall grant the employees concerned the possibility of being assigned to equivalent positions without loss of pay for a period of 240 hours through the bumping provisions of this collective agreement.

27.03 In cases of anticipated amendments to the foregoing articles, the Union and the persons concerned shall be notified one hundred and twenty (120) days in advance, except in extraordinary circumstances.

27.04 Sections 52, 54 and 55 of the *Canada Labour Code* do not apply to the employer and the union during the term of this agreement.

ARTICLE 28 - INTERPRETATION

28.01 It is agreed by the Parties that the Civil Code rules concerning the interpretation of contracts shall apply to the interpretation of this Collective Agreement.

ARTICLE 29 - UNION MEETINGS

29.01 No overtime shall be required after 6:00 p.m. in the evening of a General Meeting of the Union, subject to the efficient operation of the terminal.

29.02 The Union shall give the Employer five (5) working days' notice before holding a General Meeting, unless there is an understanding between the Parties for a shorter time.

29.03 Shift workers whose regular work must be performed during the holding of a General Meeting shall continue their work or report at the usual time.

ARTICLE 30 - ABSENCES FOR UNION ACTIVITIES

30.01 Subject to the efficient operation of the grain terminal, a maximum of one (1) member may be absent from work, without pay, for Union activities, for full periods of one half-day of work, namely a full morning or afternoon, or one working day, or up to a maximum of five (5) consecutive working days, on condition that they inform the Employer forty-eight (48) hours in advance and do not leave work until the Employer has provided for their replacement.

30.02 A maximum of two (2) representatives of the Executive Committee may be absent from work, without loss of pay, for the purposes of meeting with the management personnel of, on condition that they inform the in advance of this absence to allow their replacement, as the case may be, and that they tell the Employer the name of the member of management they wish to meet.

31.03 Publication

The Employer undertakes to provide all employees, as soon as possible, with a new version of the Collective Agreement following the signing of this Collective Agreement.

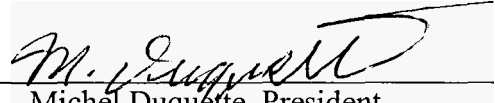
IN VIRTUE WHEREOF, THE PARTIES HAVE SIGNED IN MONTREAL, ON OCTOBER 18, 2011.

VITERRA INC.
(« Employer »)

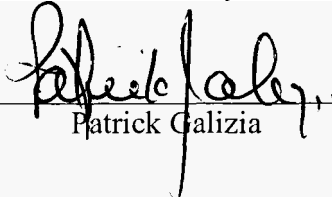
SYNDICAT DES TRAVAILLEUSES
ET DES TRAVAILLEURS DU
TERMINAL CÉRÉALIER VITERRA –
CSN
(« Union »)



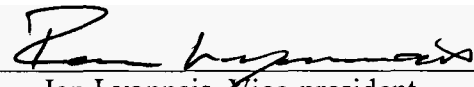
Pat Bushby



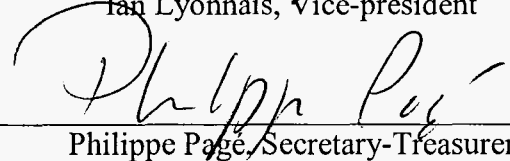
Michel Duquette, President



Patrick Galizia



Ian Lyonnais, Vice-president



Philippe Page, Secretary-Treasurer

SCHEDULE A – SALARIES

<u>CLASSIFICATION</u>	July 1st, 2011	January 1st, 2012	January 1st, 2013	January 1st, 2014	January 1st, 2015	January 1st, 2016
		2%	2%	2%	2%	2%
Apprentice Electrotechnician, 1 st Class	\$ 27.73	\$ 28.28	\$ 28.85	\$ 29.43	\$ 30.02	\$ 30.62
Apprentice Electrotechnician, 2 nd Class	\$ 27.11	\$ 27.65	\$ 28.21	\$ 28.77	\$ 29.34	\$ 29.93
Apprentice Electrotechnician, 3 rd Class	\$ 26.48	\$ 27.01	\$ 27.55	\$ 28.10	\$ 28.66	\$ 29.24
Apprentice Electrotechnician, 4 th Class	\$ 24.60	\$ 25.09	\$ 25.59	\$ 26.11	\$ 26.63	\$ 27.16
Apprentice Millwright, 1 st Class	\$ 26.32	\$ 26.85	\$ 27.38	\$ 27.93	\$ 28.49	\$ 29.06
Apprentice Millwright, 2 nd Class	\$ 25.36	\$ 25.87	\$ 26.38	\$ 26.91	\$ 27.45	\$ 28.00
Apprentice Millwright, 3 rd Class	\$ 24.14	\$ 24.62	\$ 25.12	\$ 25.62	\$ 26.13	\$ 26.65
Electrotechnician	\$ 32.76	\$ 33.42	\$ 34.08	\$ 34.77	\$ 35.46	\$ 36.17
Millwright, 1 st Class	\$ 29.64	\$ 30.23	\$ 30.84	\$ 31.45	\$ 32.08	\$ 32.72
Front-end Loader Operator	\$ 28.67	\$ 29.24	\$ 29.83	\$ 30.42	\$ 31.03	\$ 31.65
Electronic Equipment Operator	\$ 28.67	\$ 29.24	\$ 29.83	\$ 30.42	\$ 31.03	\$ 31.65
Specialized Operator	\$ 28.67	\$ 29.24	\$ 29.83	\$ 30.42	\$ 31.03	\$ 31.65
Operations Assistant	\$ 26.48	\$ 27.01	\$ 27.55	\$ 28.10	\$ 28.66	\$ 29.24
Labourer ¹	\$ 23.18	\$ 23.64	\$ 24.12	\$ 24.60	\$ 25.09	\$ 25.59
Student	\$ 18.62	\$ 18.99	\$ 19.37	\$ 19.76	\$ 20.15	\$ 20.56

¹ The pay rate applicable to any new employee hired as a Labourer shall correspond to 80% of the rate prescribed for this classification in Schedule A for the first 720 hours worked..

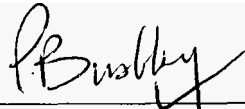
SCHEDULE B – BANKED OVERTIME

1. Each employee may accumulate banked overtime.
2. The number of hours banked may not exceed eighty (80) hours at any time, after conversion of overtime into straight time. An employee who has eighty (80) hours banked shall be paid for any additional overtime hours until his bank again allows him to accumulate hours.
3. The banked overtime accumulation period shall extend from the first (1st) pay period to the last pay period of the current year.
4. Banked overtime shall be used at any time if agreed upon between the Employer and the employee.
5. The employee must schedule with the Employer an appropriate time to use banked overtime during the period mentioned above.
6. Each employee shall have up to March 31 of the following year to use the banked overtime accumulated during the previous year.
7. An employee may request, in writing, at any time to the Employer at least two weeks in advance, payment of the accumulated banked overtime. An employee who is reimbursed for his bank may continue to accumulate banked overtime, without exceeding eighty (80) hours.
8. The balance of the banked overtime accumulated but not used shall be paid in April of the following year.

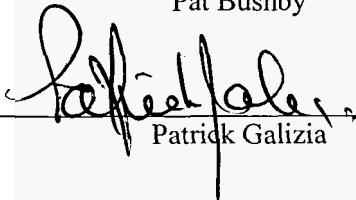
IN VIRTUE WHEREOF, THE PARTIES HAVE SIGNED IN MONTREAL, ON OCTOBER 18, 2011.

**VITERRA INC.
(« Employer »)**

**SYNDICAT DES TRAVAILLEUSES ET
DES TRAVAILLEURS DU TERMINAL
CÉRÉALIER VITERRA – CSN
(« Union »)**



Pat Bushby



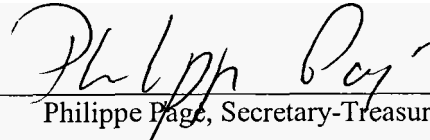
Patrick Galizia



Michel Duquette, President



Ian Lyonnais, Vice-president



Philippe Page, Secretary-Treasurer

SCHEDULE C - STUDENT

The parties agree to the following

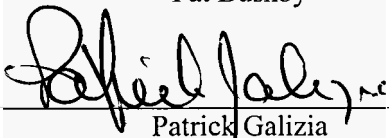
- “student” means an employee with the status of regular full-time student in an institution recognized by the Ministère de l’Éducation;
- “student” employees shall be hired strictly for the period from June 1st to the Friday before Labour Day;
- The hourly rate of the “student” classification shall be as per Schedule A;
- A “student” employee shall benefit from the rights and benefits of the Collective Agreement except with regard to:
 - Group insurance;
 - The pension fund;
 - Seniority;
 - Holidays, paid leave and annual vacations, with the understanding, however, that the *Canada Labour Code* shall apply for accumulation of annual vacations and payment of holidays, if applicable;
- No student shall work for the Employer while an employee is laid off.

IN VIRTUE WHEREOF, THE PARTIES HAVE SIGNED IN MONTREAL, ON OCTOBER 13, 2011.

**VITERRA INC.
(« Employer »)**



Pat Bushby



Patrick Galizia

**SYNDICAT DES TRAVAILLEUSES ET
DES TRAVAILLEURS DU TERMINAL
CÉRÉALIER VITERRA - CSN
(« Union »)**



Michel Duquette, President



Ian Lyonais, Vice-president



Philippe Page, Secretary-Treasurer

LETTER OF UNDERSTANDING

BETWEEN : SYNDICAT DES TRAVAILLEUSES ET DES TRAVAILLEURS DU TERMINAL CÉRÉALIER VITERRA – CSN
(hereafter the « Union »)

AND : VITERRA INC.
(hereafter the « Employer »)

SUBJECT: EMPLOYMENT SENIORITY AND TRAINING OPPORTUNITIES

The Employer acknowledges that the following persons shall have a priority regarding employment seniority and regarding training opportunities at the grain terminal for classifications relating to the operations:

NAME	HIRING DATE
Abdel-Halim Arabdji	April 20, 2010
Dominic Boissy	March 27, 2006
Gaétan Dupuis	March 27, 2006
Michel Duquette	November 27, 2006
Jean-François Foti	July 25, 2005
Hugo Jacob	August 7, 2006
Philippe Pagé	November 27, 2006
Ian Lyonnais	August 1, 2005
Philippe Pagé Daniel Golicea	November 27, 2006
Sébastien Sauvé-Vachon	June 27, 2006
Alexandre Tremblay	March 27, 2006


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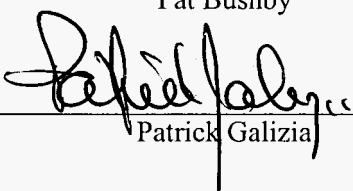
Furthermore, concerning said persons, the Employer undertakes not to apply the probation period (section 9.02 of the Collective Agreement) and the 90 day waiting period concerning group insurance, accident & health and pension plan (sections 19.01 and 19.02 of the Collective Agreement).

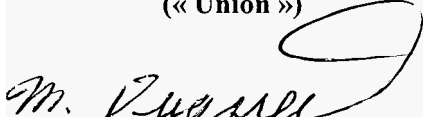
IN VIRTUE WHEREOF, THE PARTIES HAVE SIGNED IN MONTREAL, ON OCTOBER 13, 2011.

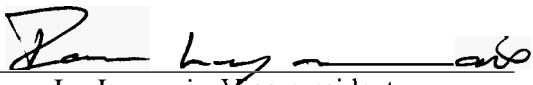
VITERRA INC.
(« Employer »)

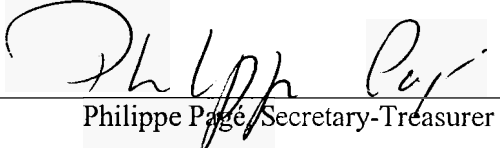
SYNDICAT DES TRAVAILLEUSES ET DES TRAVAILLEURS DU TERMINAL CÉRÉALIER VITERRA – CSN
(« Union »)


Pat Bushby


Patrick Galizia


Michel Duquette, President


Ian Lyonnais, Vice-president


Philippe Pagé, Secretary-Treasurer

LETTER OF UNDERSTANDING

BETWEEN : SYNDICAT DES TRAVAILLEUSES ET DES TRAVAILLEURS DU
TERMINAL CÉRÉALIER VITERRA - CSN

(hereafter the « Union »)

AND : VITERRA INC.

(hereafter the « Employer »)

SUBJECT: BREAK PERIODS

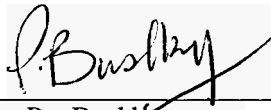
THE PARTIES AGREE TO THE FOLLOWING :

- During a shift, the Employer will grant to the employees two (2) breaks of ten (10) minutes;
- Said break periods will be in addition to the breaks set out in articles 11.02 (a), (b) and (c) of the Collective Agreement;
- Said break periods will be scheduled by the Employer pursuant to the efficient operation of the grain terminal;
- Unless extraordinary circumstances, the 1st break period of ten (10) minutes shall be granted during the course of the first half of the shift;
- Unless extraordinary circumstances, the 2nd break period of ten (10) minutes shall be granted during the course of the second half of the shift.

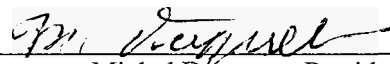
IN VIRTUE WHEREOF, THE PARTIES HAVE SIGNED IN MONTREAL, ON
OCTOBER 18, 2011.

VITERRA INC.
(« Employer »)

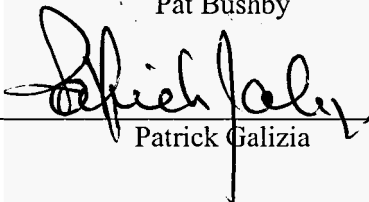
SYNDICAT DES TRAVAILLEUSES ET
DES TRAVAILLEURS DU TERMINAL
CÉRÉALIER VITERRA - CSN
(« Union »)



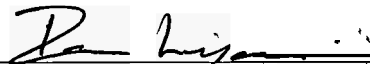
Pat Bushby



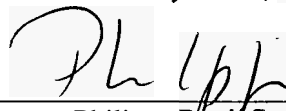
Michel Duquette, President



Patrick Galizia



Ian Lyonnais, Vice-president



Philippe Page, Secretary-Treasurer

LETTER OF UNDERSTANDING

BETWEEN : SYNDICAT DES TRAVAILLEUSES ET DES TRAVAILLEURS DU
TERMINAL CÉRÉALIER VITERRA – CSN

(hereafter the « Union »)

AND : VITERRA INC.

(hereafter the « Employer »)

SUBJECT: RECALL AT WORK AFTER A LAYOFF

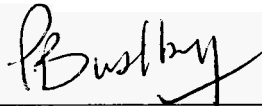
THE PARTIES AGREE TO THE FOLLOWING :

- Pursuant to article 9.03 (d) of the Collective Agreement, during the course of the present Collective Agreement, an employee may refuse up to three (3) recalls;
- For the purposes of a recall after a layoff, the Employer shall have the right to communicate with the employee by phone or to send him a written notice by registered mail;
- If the Employer communicates with the employee by phone and is able to talk to the employee, the employee must confirm to the Employer that he will be present at work on the scheduled date;
- If the Employer communicates with the employee by phone and is not able to talk to the employee, the Employer will leave a voice mail to the employee and will send him a written notice by registered mail regarding his recall at work. The employee shall then have twenty-four (24) hours from his acknowledgment of the recall at work to confirm to the Employer that he will be present at work on the scheduled date.

**IN VIRTUE WHEREOF, THE PARTIES HAVE SIGNED IN MONTREAL, ON
OCTOBER 18, 2011.**

VITERRA INC.
(« Employer »)

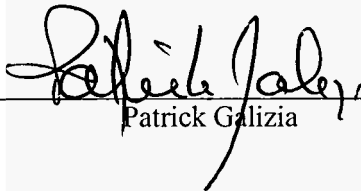
**SYNDICAT DES TRAVAILLEUSES ET
DES TRAVAILLEURS DU TERMINAL
CÉRÉALIER VITERRA – CSN**
(« Union »)



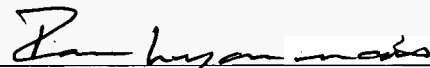
Pat Bushby



Michel Duquette, President



Patrick Galizia



Ian Lyonnais, Vice-president



Philippe Page, Secretary-Treasurer

LETTER OF UNDERSTANDING

BETWEEN : SYNDICAT DES TRAVAILLEUSES ET DES TRAVAILLEURS DU
TERMINAL CÉRÉALIER VITERRA – CSN

(hereafter the « Union »)

AND : VITERRA INC.

(hereafter the « Employer »)

SUBJECT: OVERTIME – ARTICLE 24.01

Notwithstanding article 24.01 of the Collective Agreement, if he wishes, an employee may work above 416 hours of overtime during the course of a reference year. However, no employee may be obliged to work above 416 hours of overtime.


**IN VIRTUE WHEREOF, THE PARTIES HAVE SIGNED IN MONTREAL, ON
OCTOBER 18, 2011.**

VITERRA INC.
(« Employer »)

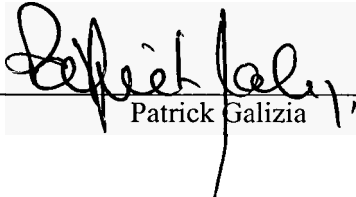
**SYNDICAT DES TRAVAILLEUSES ET
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(« Union »)



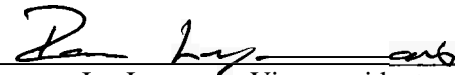
Pat Bushby



Michel Duquette, President



Patrick Galizia



Ian Lyonnais, Vice-president



Philippe Page, Secretary-Treasurer

LETTER OF UNDERSTANDING

BETWEEN : **SYNDICAT DES TRAVAILLEUSES ET DES TRAVAILLEURS DU
TERMINAL CÉRÉALIER VITERRA – CSN**

(hereafter the « Union »)

AND : **VITERRA INC.**

(hereafter the « Employer »)

SUBJECT: PREMIUMS

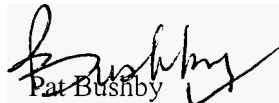
The parties agree to the following :

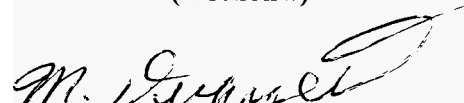
- In addition to his hourly pay rate indicated in Schedule A of the Collective Agreement, an employee working during the evening shift (section 11.02 of the Collective Agreement) shall receive a premium of \$0.75;
- In addition to his hourly pay rate indicated in Schedule A of the Collective Agreement, an employee working during the night shift (section 11.02 of the Collective Agreement) shall receive a premium of \$ 1.00.

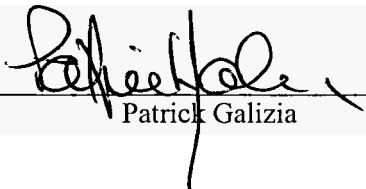
**IN VIRTUE WHEREOF, THE PARTIES HAVE SIGNED IN MONTREAL, ON
OCTOBER 13, 2011.**

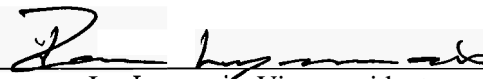
**VITERRA INC.
(« Employer »)**

**SYNDICAT DES TRAVAILLEUSES ET
DES TRAVAILLEURS DU TERMINAL
CÉRÉALIER VITERRA – CSN
(« Union »)**


Pat Bushby


Michel Duquette, President


Patrick Galizia


Ian Lyonnars, Vice-president


Philippe Pagé, Secretary-Treasurer

LETTER OF UNDERSTANDING

BETWEEN : SYNDICAT DES TRAVAILLEUSES ET DES TRAVAILLEURS DU
TERMINAL CÉRÉALIER VITERRA – CSN

(hereafter the « Union »)

AND : VITERRA INC.

(hereafter the « Employer »)

SUBJECT: **HIRING OF EMPLOYEES THAT HAVE WORKED FOR THE
MONTREAL PORT AUTHORITY**

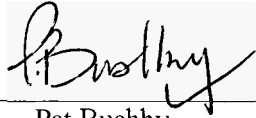
The parties agree to the following :

- **Hiring by the Employer as a Temporary employee of a person that has worked for the Montreal Port Authority (“MPA”) and who has retired**
 - In the case where the Employer hires a person as a Temporary employee (section 2.01 e) of the Collective Agreement) a person that has worked for the MPA and who has retired, said person shall benefit from the rights and benefits of the Collective Agreement except with regard to:
 - Seniority and Use of Seniority (section 9 and 10 of the Collective Agreement);
 - Group insurance (section 19.01 of the Collective Agreement);
 - Pension plan (section 19.02 of the Collective Agreement);
 - Furthermore, regarding said person, the Employer shall not apply the probation period (section 9.02 of the Collective Agreement);
 - Furthermore, the parties acknowledge that said person will not have a priority on:
 - The Regular employees (section 2.01 d) of the Collective agreement), subject to qualification for the work required;
 - All other Temporary employees, subject to qualification for the work required.
- **Hiring by the Employer as a Regular employee of a person that has worked for the Montreal Port Authority (“MPA”)**
 - In the case where the Employer hires as a Regular employee (section 2.01 d) of the Collective Agreement) a person that has worked for the MPA, said person shall benefit from the rights and benefits of the Collective Agreement;

- o Furthermore, concerning said person, the Employer undertakes not to apply the probation period (section 9.02 of the Collective Agreement) and the 90 day waiting period concerning group insurance, accident & health and pension plan (sections 19.01 and 19.02 of the Collective Agreement).

IN VIRTUE WHEREOF, THE PARTIES HAVE SIGNED IN MONTREAL, ON OCTOBER 18, 2011.

VITERRA INC.
(« Employer »)

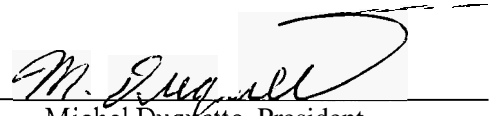


Pat Bushby

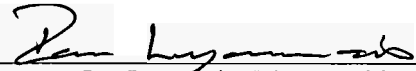


Patrick Galizia

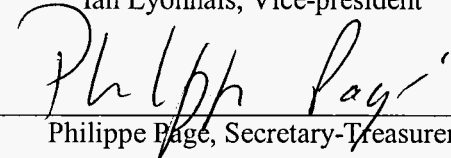
**SYNDICAT DES TRAVAILLEUSES ET
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Philippe Page, Secretary-Treasurer

LETTER OF UNDERSTANDING

BETWEEN : **SYNDICAT DES TRAVAILLEUSES ET DES TRAVAILLEURS DU
TERMINAL CÉRÉALIER VITERRA – CSN**

(hereafter the « Union »)

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(hereafter the « Employer »)

SUBJECT: **HIRING OF TEMPORARY EMPLOYEES**

The parties agree to the following :

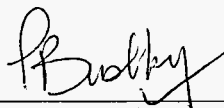
- In the case where the Employer hires a person as a Temporary employee (section 2.01 e) of the Collective Agreement), said person shall benefit from the rights and benefits of the Collective Agreement;
- However, the parties agree that the following rules will apply to Temporary employees regarding the Pension Plan and the Group insurance:
 - Pension Plan:
 - After the completion of a period of 12 months after the hire of the Temporary employee:
 - The Employer shall contribute 3 % of the earnings of the Temporary employee to an individual RRSP account held by the Temporary employee at Great-West Life;
 - A Temporary employee must have earned, in respect of employment with Employer, at least 35 % of the Year's Maximum Pensionable Earnings ("YMPE") during the period of 12 months after his hire by the Employer. Per example, for 2011, the YMPE is \$ 48,300. Therefore, for 2011, a Temporary employee must have earned \$16,905; **and**
 - The contribution of the Employer to the RRSP account held by the Temporary employee will cease after the completion of a period of 24 months after the hire of the Temporary Employee;
 - After the completion of a period of 24 months after the hire of the Temporary employee:
 - A Temporary employee shall be eligible and enrolled in Viterra's pension plan on the first day of the month following the completion of a period of 24 months after his hire; **and**

- A Temporary employee must have earned, in respect of employment with the Employer, at least 35 % of the Year's Maximum Pensionable Earnings ("YMPE") in each of the two (2) consecutive years mentioned previously. Per example, for 2011, the YMPE is \$ 48,300. Therefore, for 2011, a Temporary employee must have earned \$ 16,905.
- Benefits:
 - A Temporary employee shall be eligible on the first day of the month following the completion of a 90 days service period; **and**
 - A Temporary employ must have worked an average of 15 hours per week. Said average shall be calculated after the completion of the 90 days service period and, afterwards, on a six (6) month basis;
- The present letter of understanding does not apply to a person hired by the Employer as a Temporary employee who has worked for the Montreal Port Authority and who has retired. Said employee is subject to the letter of understanding named "*Hiring of employees that have worked for the Montreal Port Authority*".

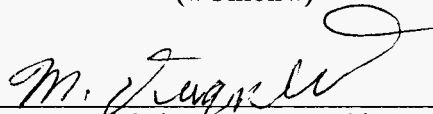
IN VIRTUE WHEREOF, THE PARTIES HAVE SIGNED IN MONTREAL, ON OCTOBER 18, 2011.

VITERRA INC.
(« Employer »)

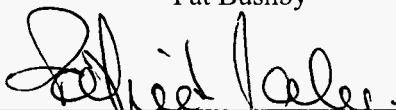
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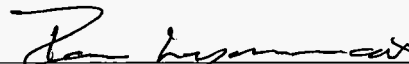
Pat Bushby



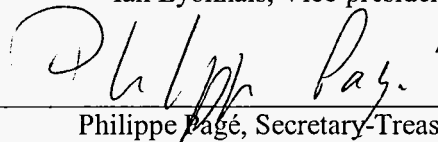
Michel Duquette, President



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Philippe Pagé, Secretary-Treasurer

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