

Memorandum of Agreement
Collective Bargaining Between
RICHARDSON PIONEER LIMITED
(Hereinafter referred to as the "Company")

AND
GRAIN AND GENERAL SERVICES UNION (GSU)
LOCAL NO. 14
(Hereinafter referred to as the "Union")

ARTICLE 1 – SCOPE & DEFINITION

Article 1 Scope & Definition and Article 1.5 Seniority

Amend as follows:

Change all references of Viterra to "***Richardson International Limited operating as Richardson Pioneer***". Change all references to Canada Industrial Relations Board Order No.: 9959-U to "***Order No.: 10549-U of the Canadian Industrial Relations Board dated April 17, 2014.***"

Article 1.3 Temporary employee

Amend as follows:

Temporary employee shall mean an employee employed to meet seasonal or temporary operating needs ***(excluding students). A temporary employee who is employed for more than ninety (90) working days in a given calendar year shall become a Regular Full-Time or Regular Part-Time employee as the case maybe.*** The only provisions of this Agreement applying to the employment of temporary employees are contained in Schedule B.

ARTICLE 10 – HEALTH & SAFETY

10.4 Boot Allowance

Amend as follows:

"It shall be a condition of employment that appropriate safety footwear be worn where designated by the Company. ~~Regular employees at these worksites~~ ***All employees*** who are required to wear safety footwear, ***as a requirement of their position***, shall be provided with a ~~payment on an annual basis. The value of the payment shall be one hundred and seventy-five dollars (\$175.00) per year.~~ ***Work Boot Voucher to be redeemed at a retailer selected by the Company on an annual basis or as required. The value of the Work Boot Voucher shall be one hundred and seventy-five dollars (\$175.00).***"

ARTICLE 18 – HOURS OF WORK AND OVERTIME

18.4 Overtime

Amend language in Article 18.4, first paragraph:

~~Overtime is defined as time worked in excess of an employee's regularly scheduled hours of work. When employees are required to work in excess of their regular scheduled hours of work they shall be paid at the rate of one and one half times (1½ X) their regular straight time hourly rate for the first four (4) hours of overtime worked beyond the regular hours of their shift. For overtime hours worked beyond four (4) hours, employees shall be paid two times (2 X) their regular straight time hourly rate of pay.~~

"Overtime is defined as time worked in excess of an employee's regularly scheduled hours of work and will be paid at the rate of 1.5 times the regular rate (1.5 x regular rate). Where locations have implemented overtime modified work schedules, overtime will be based on those arrangements."

Amend language in Article 18.4, second paragraph:

~~When the needs of the operation require it, employees may be required to work overtime. However, all overtime is voluntary after an employee has worked twelve (12) hours in any shift or forty eight (48) hours in any week.~~

"Hours worked in excess of four (4) hours beyond the regular shift will be paid, or time-off in lieu will be granted, at a rate of two times the regular rate (2 X regular rate). Double time (2x regular rate) will only apply to hours worked in excess of an employee's regular shift. Cumulative hours per week are not taken into consideration for eligibility in earning double time."

"When the needs of operation require it, employees may be required to work overtime. However, all overtime is voluntary after an employee has worked twelve (12) hours in any shift or forty-eight (48) hours in any week."

Amend language in Article 18.4, third paragraph:

~~Employees shall be paid for all overtime worked at the appropriate overtime rate of pay as described in this Article. However, with the agreement of the Company, employees may bank their overtime worked, at the appropriate overtime rate, to be taken as paid time off work.~~

"Employees shall be paid for all overtime worked at the appropriate overtime rate of pay as described in this Article. When overtime is necessary, approval must be obtained in advance from the Manager. Managers have discretion to approve an employee's request to bank their overtime worked, at the appropriate overtime rate."

ARTICLE 19 – SHIFT DIFFERENTIAL, CALL OUT AND STANDBY PAY

19.2 Weekend Differential

Amend as follows:

"A weekend differential of ~~eighty cents (80¢)~~ **one dollar and twenty five cents (\$1.25)** per hour shall be paid on all hours worked between 00:01 on Saturday to 24:00 on Sunday."

19.5 Standby Pay

Amend as follows:

"Employees who are assigned to standby shall be credited with ~~one (1)~~ **two (2) hours** to their averaging total for each period of assigned standby. Eg: For each eight hour period, or portion thereof, on standby: ~~4~~ **two (2) hours** credited to their averaging total."

ARTICLE 26 – PART-TIME EMPLOYEES

26.4 Part-time employees

Amend as follows:

"Upon completion of ninety (90) ~~working days~~ **days service**, a part-time employee working at least ~~fifteen (15) hours~~ **twenty (20) hours** per week (averaged over the shift cycle), shall have access to the benefit plans referenced in Article 8 - Benefit Plans. **Employees shall be enrolled in the benefits plan the first of the month following the completion of the ninety (90) days service.**"

26.5 Part-time employees

Amend as follows:

~~Part time employees will not contribute to the pension plan until completion of ninety (90) days of service and shall be enrolled on the first of the month following the completion of the ninety (90) day service period referenced in Article 9 Pension Plan.~~

"Upon completion of ninety (90) days service, a part-time employee working at least twenty (20) hours per week (averaged over the shift cycle), shall have access to the pension plans referenced in Article 9 - Pension Plans. Employees shall be enrolled in the pension plan the first of the month following the completion of the ninety (90) days service."

ARTICLE 27 – EFFECTIVE DATE AND DURATION OF AGREEMENT

Amend as follows:

"This Agreement shall be effective from the 1st day of November, ~~2012~~ **2015** and shall be valid until the ~~31st day of October, 2015~~, **31st day of December, 2018** and thereafter from year to year unless a written notice is given by either party within the period of four months immediately preceding the date of expiration of the term of the Collective Agreement, of their desire to terminate this Agreement or negotiate a revision thereof, in which case this Agreement shall remain in effect without prejudice to any retroactive clause of a new Agreement until negotiations for revision or amendments hereto have been concluded and a new Agreement superseding this Agreement has been duly executed. The amendments to the Collective Agreement, unless otherwise agreed, are effective upon the date of ratification by the parties."

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

For the Union:



Hugh Wagner
General Secretary
Grain and General Services Union

November 13, 2015
Date

For the Company:



Jean-Marc Ruest
Senior VP, Corporate Affairs and General Counsel
Richardson International Limited

November 16, 2015
Date

SCHEDULE A

Amend by adding new language to the fourth paragraph to read as follows:

"The following positions; Facility Assistant I, Facility Assistant II, Grader, Facility Sales & Admin and Maintenance Technician, will no longer receive discretionary compensation payments and employees currently in these positions will receive a one-time salary increase of 5% to be applied to base wage retroactive to November 1, 2015, following which the annual increases set out in Schedule A will be applied."

Amend as follows:

VITERRA COMPENSATION STRUCTURE—November 1, 2012

"The Company will adjust the minimum and maximum of the annual salary ranges in the below compensation structure as follows; 2% effective January 1, 2016, 1.75% effective January 1, 2017 and 1.75% effective January 1, 2018."

November 1, 2015

| Minimum Annual | Maximum Annual |
|----------------|----------------|
| \$27,862 | \$43,534 |
| \$34,613 | \$54,083 |
| \$38,792 | \$60,613 |
| \$43,400 | \$67,813 |
| \$48,652 | \$76,018 |
| \$54,545 | \$85,227 |
| \$61,082 | \$95,440 |
| \$70,834 | \$110,678 |

| Job Family Levels | | | | |
|-------------------|-------|--------|-------|-------|
| BSS-1 | | | | |
| BSS-2 | FOP-1 | | | |
| | | PTAS-1 | | |
| BSS-3 | | | | |
| BSS-4 | FOP-2 | PTAS-2 | SSS-1 | |
| | FOP-3 | PTAS-3 | SSS-2 | MGT-1 |
| | | | | MGT-2 |
| | | PTAS-4 | SSS-3 | MGT-3 |

January 1, 2016

| Minimum Annual | Maximum Annual |
|----------------|----------------|
| \$28,419 | \$44,405 |
| \$35,305 | \$55,165 |
| \$39,568 | \$61,825 |
| \$44,268 | \$69,169 |
| \$49,625 | \$77,538 |
| \$55,636 | \$86,932 |
| \$62,304 | \$97,349 |
| \$72,251 | \$112,892 |

| Job Family Levels | | | | |
|-------------------|-------|--------|-------|-------|
| BSS-1 | | | | |
| BSS-2 | FOP-1 | | | |
| | | PTAS-1 | | |
| BSS-3 | | | | |
| BSS-4 | FOP-2 | PTAS-2 | SSS-1 | |
| | FOP-3 | PTAS-3 | SSS-2 | MGT-1 |
| | | | | MGT-2 |
| | | PTAS-4 | SSS-3 | MGT-3 |

January 1, 2017

| Minimum Annual | Maximum Annual |
|----------------|----------------|
| \$28,917 | \$45,182 |
| \$35,923 | \$56,130 |
| \$40,260 | \$62,907 |
| \$45,043 | \$70,380 |
| \$50,493 | \$78,895 |
| \$56,610 | \$88,453 |
| \$63,394 | \$99,052 |
| \$73,515 | \$114,867 |

| Job Family Levels | | | | |
|-------------------|-------|--------|-------|-------|
| BSS-1 | | | | |
| BSS-2 | FOP-1 | | | |
| | | PTAS-1 | | |
| BSS-3 | | | | |
| BSS-4 | FOP-2 | PTAS-2 | SSS-1 | |
| | FOP-3 | PTAS-3 | SSS-2 | MGT-1 |
| | | | | MGT-2 |
| | | PTAS-4 | SSS-3 | MGT-3 |

January 1, 2018

| Minimum Annual | Maximum Annual |
|----------------|----------------|
| \$29,423 | \$45,972 |
| \$36,552 | \$57,112 |
| \$40,965 | \$64,008 |
| \$45,831 | \$71,611 |
| \$51,377 | \$80,276 |
| \$57,600 | \$90,001 |
| \$64,503 | \$100,786 |
| \$74,802 | \$116,877 |

| Job Family Levels | | | | |
|-------------------|-------|--------|-------|-------|
| BSS-1 | | | | |
| BSS-2 | FOP-1 | | | |
| | | PTAS-1 | | |
| BSS-3 | | | | |
| BSS-4 | FOP-2 | PTAS-2 | SSS-1 | |
| | FOP-3 | PTAS-3 | SSS-2 | MGT-1 |
| | | | | MGT-2 |
| | | PTAS-4 | SSS-3 | MGT-3 |

- ~~1. Effective November 1, 2012 the Company shall pay an aggregate salary increase to be determined in advance of the annual pay for performance program based on market. This aggregate increase shall be no less than 3%. The aggregate salary increase will be payable to employees covered by this agreement and shall be added to the recipient employees rates of pay. The amounts provided to individual employees will be based on each employee's demonstrated performance for the previous fiscal year.~~
- ~~2. Effective November 1, 2013, the Company shall pay an aggregate salary increase to be determined in advance of the annual pay for performance program based on market. This aggregate increase shall be no less than 2.5%. The aggregate salary increase will be payable to employees covered by this agreement and shall be added to the recipient employees rates of pay. The amounts provided to individual employees will be based on each employee's demonstrated performance for the previous fiscal year.~~
- ~~3. Effective November 1, 2014, the Company shall pay an aggregate salary increase to be determined in advance of the annual pay for performance program based on market. This aggregate increase shall be no less than 2%. The aggregate salary increase will be payable to employees covered by this agreement and shall be added to the recipient employees rates of pay. The amounts provided to individual employees will be based on each employee's demonstrated performance for the previous fiscal year.~~
- ~~4. Notwithstanding anything contained in this agreement, the payments referred to under paragraphs 1, 2 and 3 will be distributed to all eligible employees and will be based on demonstrated performance and position in their respective salary range.~~

The following adjustments will be made to compensation, language to read as follows:

"The Company shall pay an annual aggregate salary increase of 2.50% retroactive to November 1, 2015, 2.50% effective January 1, 2017 and 2.50% effective January 1, 2018 to employees covered by this agreement which shall be added to the recipient employees' rate of pay for the period of the agreement."

"Employee's receiving a "Meets" annual performance review rating, shall receive a minimum annual salary increase of 1.75%, with further increases based on an employee's individual demonstrated performance for the previous fiscal year."

"Notwithstanding anything contained in this agreement, the payment referred to in the above paragraphs will be distributed to all eligible employees and will be based on demonstrated performance and position in their respective salary range."

SCHEDULE B

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

1. Article 5 - Maintenance of Membership
2. Temporary employees shall be paid within the range according to their job family level. Payment above these minimums shall be at the discretion of the Company.
3. A temporary employee as defined in Article 1.3 who is appointed to a Regular Full Time or Part-Time position as defined in Articles 1.1 and 1.2 shall have his/her seniority recognized from the date the employee was first hired provided that there is no interruption of service.
4. ~~Temporary employees~~ **Students** shall be eligible to participate in the Company's benefit and pension plans provided their term is expected to exceed or exceeds one year.
5. All other entitlements will be in accordance with the Canada Labour Code.