

**MASTERFEEDS INC.
AND
UNITED FOOD AND COMMERCIAL WORKERS LOCAL 1400
COLLECTIVE BARGAINING AGREEMENT**

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THIS AGREEMENT ENTERED INTO THIS 11TH DAY OF AUGUST, 2009.

BETWEEN:

**MASTERFEEDS INC.
330 - 103 Street,
Saskatoon, Saskatchewan**

hereinafter called "THE COMPANY"

AND:

UNITED FOOD AND COMMERCIAL WORKERS LOCAL 1400

hereinafter called "THE UNION"

In consideration of the mutual covenants herein contained, the parties hereto agree each with the other as follows:

ARTICLE 1 - SCOPE

1. This Agreement shall apply to a unit of employees of Masterfeeds Inc.. comprising employees of the Employer. employed in the Feed Mill at 330-103 Street, Saskatoon, Saskatchewan, excluding Plant Supervisor(s), and Personnel above the rank of Plant Supervisor(s), Office Staff and Sales Staff. The Company recognizes the Union as the bargaining agent for the aforementioned employees. Except as provided under Section 6, nothing herein contained shall be deemed to require any employee to join the Union.

ARTICLE 2 - PURPOSE

1. The purpose of this Agreement is to maintain a harmonious relationship between the Company and its employees; to provide an amicable method of settling any difference that may arise; to promote the mutual interests of the Company and the employees. The Company and the employees jointly recognize the necessity of rendering efficient service to the producers and consumers, and realizing their mutual responsibility pledge full co-operation to that end.

ARTICLE 3 - MANAGEMENT RIGHTS

1. The Union recognizes the sole right of the Company to manage the business and direct the work of the employees, including the right to hire, promote, demote, suspend, discharge for cause, lay off, assign to jobs and shifts, and transfer from job to job, increase or decrease the working force, determine the products to be handled, and nothing herein contained shall interfere with the recognized right of the Company to manage and control the business. There shall be no discrimination against any employee or the Union. This clause shall not be used for the purpose of avoiding the effect of other specific provisions of this Agreement.

ARTICLE 4 - GRIEVANCE AND ARBITRATION

1. A Grievance Committee shall be appointed by the Union and shall consist of two (2) employee members of the Union, with at least one (1) years' service with the Company, to discuss grievances with the Management of the Company. The Company shall be advised in writing by the Union of the personnel of this Committee and any changes in such personnel from time to time. The following procedure shall be adopted in respect to the hearing and settlement of any grievances:
 - (a) Should a dispute or grievance occur, the aggrieved employee, with or without a member of the Committee, shall take the matter up with his Plant Supervisor.
 - (b) If the grievance is not settled within three (3) working days, the member of the Committee shall take the matter up with the Manager of the Company. The employee may be present if either party so desires.
 - (c) Within five (5) days of announcement of failure to reach a decision, the question shall be taken up with the representative of the Union and the Manager, a decision to be rendered within one (1) week after being presented or such other period as may be mutually agreed upon. This step may be eliminated where deemed desirable by either party.
 - (d) The parties may agree to grievance mediation or any other dispute resolution mechanism which is used in resolving a dispute. Should either party decline to participate in the mediation process, the grievance may be referred to arbitration.

2. (a) If the grievance still remains unsettled, then within ten (10) days of announcement of failure to reach a decision, it shall, upon the written notice of either party, be submitted to an Arbitration Board, provided the grievance involves the interpretation or alleged violation of any provision of this Agreement. The Arbitration Board shall be established within thirty (30) days from such written notice and shall consist of three (3) members, one of whom shall be nominated by the Union and one by the Company, and a Chair selected by the Company and the Union. In the event of failure of the two Parties to agree upon the selection of a Chair, such Chair shall be appointed by the Minister of Labour for Saskatchewan.
 - (b) The matters and things to be considered and the decision rendered by such Arbitration Board shall be governed by the provisions of this Agreement.
 - (c) Decisions shall be determined by a majority of the members of the Arbitration Board and such decision shall be final and binding on the parties hereto.
 - (d) The Union and the Company shall pay the fees and expenses of their respective nominees and the fees and expenses of the Chairman shall be divided equally between the Company and the Union.
3. Pending settlement of any grievance, an aggrieved employee shall perform the duties assigned to him by the person in charge of his department.

ARTICLE 5 - CONTINUITY

1. There shall be no strikes or lockouts during the term of this Agreement, and thereafter, while negotiations are underway for renewal or extension thereof, and the Union and its members shall not during the aforementioned period authorize, call, encourage, support or take part in any strike, walkout, stoppage, slowing down or other cessation of work in or on the Company's plant or property which shall in any way affect the operations of the Company.
2. The Union agrees that no strike vote of the members of the Union will be taken during the term of this Agreement.
3. The Union agrees that no strike vote of the members of the Union will be taken during the course of negotiations with the Company for renewal or extension of the Agreement until an attempt has been made in good faith to settle any differences arising in such negotiations by conciliation or some other form of mediation.

ARTICLE 6 - UNION MEMBERSHIP AND UNION DUES

1.
 - (a) Any employee who on the date hereof was a member of the Union in good standing or who becomes a member after that date, shall maintain such membership as a condition of employment.
 - (b) A new employee hired after the signing of this Agreement shall become a member of the Union within thirty (30) calendar days following his date of hire. The Company agrees to obtain applications for membership in the Union at time of hire from such employees and membership in the Union will be granted within thirty (30) calendar days.
 - (c) Employee Union members shall be considered to have maintained membership in the Union in good standing so long as they pay the regular Union dues, initiation fees and special assessments uniformly required of all members of the Union.
 - (d) No employee shall be subjected to any penalties against his application for membership or for reinstatement as a member of the Union, and no coercion or intimidation of any kind shall be practised to compel or influence an employee to join the Union nor shall any discrimination of any kind whatever be practised or permitted with respect to employees who are or who become members of the Union.
2.
 - (a) The Company agrees to deduct the monthly Union dues from each employee's pay on his first pay day in each calendar month during the term of this Agreement and in the case of a newly hired employee, on the first pay day in the month next following date of hire.
 - (b) Upon receipt of written authorization signed by the employee, the Company will deduct the initiation fee from the pay of employees joining the Union and such deductions will be made from the employee's pay in the payroll week next following the week in which such authorization form is received by the Company.
 - (c) The Company will deduct a special assessment uniformly required of all members of the Union and such deduction shall be made from the employee's pay commencing on his first pay day next following the date on which notice of such authorization is received from the Union.
 - (d) The Union shall advise the Company in writing of the amount of the initiation fee, dues and assessments authorized by the employees.

- (e) The Company will transmit the total amount so deducted from all such employees to the Secretary Treasurer of the Union on or before the 5th day of the following calendar month.
3. The Company agrees that it will not discriminate against any employee because of activity on behalf of the Union, or for reporting to the Union an alleged violation of this Agreement, or for exercising any right under this Agreement.
4. (a) The Union will notify the Company of the names of Shop Stewards and Occupation Health and Safety Representatives and any changes thereto as they occur.
- (b) Shop Stewards shall be entitled to carry out their functions under this Agreement, including the investigation and processing of grievances, and attendance at meetings, during working hours, providing operations permit.
- (c) An authorized representative or executive officer of the Union shall be permitted to talk with an employee regarding union matters during his regular working hours, providing operations permit.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

1. The regular work week shall be forty (40) hours per payroll week. The Company and the Union agree it may be necessary for employees to work in excess of the regular number of hours due to variations in the volume and demand for the Company's products, but the Company will limit the hours of work beyond such regular number of hours to what is reasonable.
- (a) Hours worked in excess of forty (40) hours per week, or in any day, hours worked in excess of eight (8) will be compensated by payment of one and one-half (1-1/2) times the regular hourly rate.
 - (b) For all hours worked in excess of thirteen (13) continuous hours twice such rate shall replace one and one-half (1-1/2).
 - (c) The Company will post a regular hours of work schedule. An employee required to work before or after his scheduled hours of work shall receive the applicable overtime rate.
 - (d) The Company will give twenty-four (24) hours notice to employees in the case of a change in their shift. In the event that twenty-four (24) hours notice is not given, the employee will be required to work the new shift and will be paid time and one half (1-1/2) for any hours worked which fall outside of his regular scheduled shift.

- (e) An employee, who has left the Company's premises, specially called outside his scheduled hours for emergency work shall be through when the emergency is over. For such emergency work, being that outside of scheduled hours, he shall be paid four (4) hours at his job rate or for the hours actually worked at the overtime rate, whichever is the greater.
 - (9) Overtime which becomes available during periods of time which are not consecutive to regularly scheduled shifts, shall be offered by seniority, providing the individual possesses the qualifications, skill and ability to perform the job.
2. Each regular full time hourly paid employee reporting for work on Monday will be guaranteed thirty-seven (37) hours pay at his regular rate for that week provided that:
- (a) If a holiday intervenes during that week, the hours of pay guaranteed shall be reduced by the number of hours which would ordinarily have been worked on that day;
 - (b) If any such employee fails to report to work, is late, or is excused for personal reasons, he shall have his weekly guarantee reduced by the number of hours which he missed due to such absence from work;
 - (c) If there is no work available for any employee at his regular job, he shall do any work to which he is assigned or lose his right to any guarantee for that week.

ARTICLE 8 - SENIORITY

1. Seniority shall be defined as the length of service with the Company in any capacity prior to January 1, 1974, and thereafter, will include only such service under direction of the Plant Supervisor. Service shall be calculated as the elapsed time from the date an employee is first employed, unless his seniority is broken, in which event the calculation shall be from the date he returned to the service of the Company.
- (a) Employees shall be on probation for a period of ninety (90) calendar days from the date of their original hiring, and during this time they may be laid off without reference to seniority and the Company shall be under no obligation to rehire such employees.
 - (b) All employees retained beyond the probation period of ninety (90) calendar days shall become regular employees and entitled to seniority in accordance

with the length of service. A seniority list of all employees shall be kept by the Company based on its records. A copy of the list shall be updated and posted within a reasonable time period following each employee passing his or her probation and an electronic copy shall be sent to the Union office at the time it is updated.

- (c) In the event of a reduction of staff and in the rehiring of employees, seniority shall apply, provided the senior employee is capable of handling the work to be performed. Lay-offs shall be governed by the provisions of the Canada Labour Code.
- (d) In the case of recall of an employee for work of less than ten (10) days duration, the requirements in respect of notice of lay-off shall not apply provided the employee and the Union are given notice at the time of recall that such work is of a temporary nature. Employees shall be laid off from such work in order of seniority.
- (e) In the event of an employee being laid off for a period longer than the time allowed in the following schedule:

<u>Length of Seniority at Date of Separation</u>	<u>Length of Allowable Time Off Company Payroll</u>
Less than two years	Equivalent to length of service with a minimum of 6 months
Over two years	2 years

or if he fails to report for work when recalled, his seniority shall be considered broken, all rights forfeited and there is no obligation to rehire.

2. When a job vacancy in a 'labour' classification occurs, it shall be posted internally for one (1) calendar day, prior to considering applicants. All other jobs vacancies shall be posted internally for five (5) calendar days prior to considering applicants. Postings will occur during the regular work week (i.e. Monday to Friday). All internal applicants possessing the qualifications, skill and ability to perform the job shall be considered prior to external applicants. When qualifications, skill and ability necessary to perform the job are relatively equal, seniority shall be the deciding factor in awarding the position. An employee who has successfully bid to a new classification shall be on trial in that classification for a period of thirty (30) days worked. During that trial period the employee may be returned by the Company to his former classification if he is found not to have the qualifications, skill and ability to perform the job. An employee may elect to return to his former job within the first fifteen (15) days of the trial period.

ARTICLE 9 - WAGES

1. Wage rates are set out in Schedule "A" and shall apply during the term of this Agreement.

ARTICLE 10 - PAID HOLIDAYS

1. The following ten (10) paid holidays will be recognized:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
	Boxing Day

First Monday in August (referred to as Saskatchewan Day).

2. In addition to the Paid Holidays, commencing in 1985, employees on payroll as of April 1st each year shall be granted two (2) individual holidays to be taken at a time agreed upon between the Company and the employee. Except by permission of Management, such holidays shall not be granted during the period June 15th to September 15th. In the event of the holiday falling on Sunday, it shall be observed on the day substituted by the Government of Canada. Regular employees shall receive pay for the regular scheduled hours which they would have worked had the holiday not been observed. If they are required to work on such holiday, they will receive pay at double their regular hourly rate for any hours that they are required to work on the holiday, which shall be in addition to the holiday pay.

ARTICLE 11 - SHIFT PREMIUM

1. An employee whose schedule calls for work to commence at any time other than between 6:00 a.m. and 9:00 a.m. inclusive, shall receive a night shift premium of ninety cents (90¢) per hour for all hours worked between 4:00 p.m. and 7:00 a.m. Such premium shall not be a part of his regular hourly job rate.

ARTICLE 12 - VACATIONS

1. Vacation pay for all employees shall be for service to a "cut-off" date of April 1st in the year of vacation.
2. The length of vacation and the amount of vacation pay for employees shall be as provided under Saskatchewan Legislation as follows:

- Less than 10 yrs service = 3 weeks paid at 3/52nds of the preceding years wages
- Completed 10 yrs service as at April 1 = 4 weeks paid at 4/52nds of the preceding years wages

Except that employees with 18 and 25 years of service will be determined as follows:

- Completed 18 yrs service as at April 1 = 5 weeks paid at 5/52nds of the preceding years wages
- Completed 25 yrs service as at April 1 = 6 weeks paid at 6/52nds of the preceding years wages

The calculation of vacation pay for the preceding year's wages will be the first full pay period nearest to April 1st to the nearest full pay period to March 31st.

3. Vacations earned in one vacation year will be taken in the subsequent vacation year.
4. (a) (i) Vacations shall be taken at a time convenient to the Company and the employee, but in no case, more than ten (10) months after the employee becomes entitled to the vacation.
(ii) Vacations shall be scheduled on the basis of seniority provided the Company is able to accommodate such scheduling given its operational concerns and providing the employee has submitted his request prior to March 31st of each year. The Company shall post a finalized vacation schedule by April 14th of each year.
(iii) Prior to March 31st employees may only request a maximum of three (3) weeks vacation between May 1st and September 1st.
(iv) Once the vacation schedule is posted, all changes must be mutually agreed upon by both the Company and the Employee(s) affected.

ARTICLE 13 - BREAKS

1. Except in cases of emergency, a scheduled uninterrupted paid rest period of fifteen (15) minutes shall be granted in each half of the shift, one in the first half of the shift, and one in the second half of the shift, where the hours of work exceed two and one-half (2½) hours.
2. After three (3) hours of overtime, a meal allowance of ten dollars (\$10.00) shall be paid to each such employee.

3. The Employer shall grant an unpaid one-half (½) hour uninterrupted meal break to all employees working the first shift and a two-shift operation, or the first and second shifts of a three-shift operation.
4. The Employer shall grant a paid one-half (½) hour meal break to all employees working the second shift of a two-shift operation, or the third shift of a three-shift operation. During the paid meal break employees shall be required to remain on Company premises and may be interrupted to attend to work requirements.

ARTICLE 14 - LEAVES

1. (a) (i) Where an employee is absent due to the death of a spouse, parent, child, brother or sister, the employee shall receive pay at his regular hourly rate for hours lost on four (4) scheduled days.
 - (ii) Where an employee is absent to arrange or attend the funeral of a grandfather, grandmother, or mother-in-law, or father-in-law or grandchild, shall receive pay at his regular hourly rate for scheduled hours lost on three (3) scheduled days ending with the day after the funeral.
 - (iii) It is agreed and understood that where an employee is prohibited from attending a funeral of a sister, brother, husband, wife, son, daughter, grandfather, grandmother, grandchild, mother-in-law, or father-in-law, because of geographical limitation of the location of the funeral, such employee shall receive pay at his regular hourly rate for scheduled hours lost in one (1) scheduled day for the purposes of a memorial service.
 - (b) The Company agrees to provide one (1) day paid leave of absence to attend the funeral of a sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent-in-law, uncle, aunt, niece or nephew.
 - (c) The Company agrees to provide one (1) day unpaid leave of absence to attend a funeral as a pallbearer, operations permitting.
2. The Company shall continue to pay an employee for scheduled hours at his regular hourly rate for time he is away when summoned to appear or required to serve jury duty or when he has been served with a subpoena issued by the Crown or by the defense to appear in a court of law. Within one (1) month of the employee's return to work he will reimburse the Company the full amount of any court fee received from the Government. It is understood that the employee will report to work during regular hours that he is not required to attend court and may be required to produce a certificate of service from the court office if requested by the Company.

- 3 (a) Leave of absence without pay shall be granted to the Shop Steward, upon the Union providing the Company with seven (7) calendar days notice, to attend to any form of Union business, provided the leave requested is for three (3) scheduled days or less.
 - (b) If the leave requested is for greater than three (3) scheduled days, the Union shall provide the Company with fourteen (14) calendar days and the Company shall have the right to deny the leave if the requested leave unreasonably hampers operations due to employees schedule to be absent on vacation.
 - (c) Leave of absence under this clause shall be limited to a total maximum of four (4) scheduled weeks in any calendar year.
4. The Company may grant leave of absence to any employee for legitimate personal reasons.

ARTICLE 15 - SAFETY WEAR/CLOTHING

1. All employees who pass probation who have purchased safety footwear for use on the job shall receive reimbursement of up to one hundred and thirty-five dollars (\$135.00) towards the purchase of the safety footwear upon receipt of proof of purchase. For a subsequent purchase, employees will again become eligible for this allowance as required, provided that the worn out pair being replaced is turned over to the company. (Note: Effective January 1, 2010, the \$135.00 amount will be increased by \$5.00 to \$140.00)
2. Work clothing will be supplied by the Company as follows:
 - (a) coveralls for inside work;
 - (b) common outdoor wear for employees who have the occasion to work out of doors in the winter months;
 - (c) all required personal protective equipment.

ARTICLE 16 – WELFARE & PENSION BENEFITS

1. Subject to an employee successfully completing his probationary period, meeting the qualifying periods of employment for coverage and meeting any other requirements for participation as determined by the insurer, the Employer agrees to pay all or a portion of the premiums for the listed benefits below as found in the Memorandum Regarding Welfare Plans and the Letter dated March 27, 2003:

- a) Life Insurance
- b) Weekly Indemnity
- c) Supplementary Major Medical
- d) Ambulance Benefit
- e) Vision Care (Eye Glasses and Frames)
- f) Hearing Aid Program
- g) Dental
- h) Long Term Disability

2. The provisions of the group benefits plans and insurance policies as amended from time to time by the Employer or the insurance carrier shall govern with respect to the benefits provided. The Employer retains the right to change insurance carriers provided that the benefit levels are maintained at the same levels, unless mutually agreed otherwise.
3. Pension Plan: The Company shall contribute into a non-contributory pension plan which pays sixty-three (63¢) per qualified hour to the Canadian Commercial Workers Industry Pension Plan; effective January 1, 2006 to December 31, 2007, and sixty-eight (68¢) per hour effective January 1, 2008.
 - (i) The plan is effective for all qualifying hours from January 1, 1989.
 - (ii) New employees will qualify for contributions after they have worked 504 hours.
 - (iii) Qualifying hours shall be regular hours worked, vacation hours paid, paid holiday hours, Jury Duty paid and Funeral Leave paid, to a maximum of forty (40) hours per week.

ARTICLE 17 – SICK PAY

1. At the commencement of each calendar year, employees shall be entitled to a maximum of three (3) days paid sick leave in each calendar year, paid at 100% of the employee's regular wages. Such pay shall be for the days not covered by Weekly Indemnity.

ARTICLE 18 - SEVERANCE PAY

1. If the Company deems it necessary to close a plant or a substantial portion of a plant resulting in the permanent termination of service of employees therein, a minimum of one (1) month notice, shall be given to employees then on payroll. The guaranteed payment as set out in Article 9 hereof shall apply during the period of such notice. A list of employees affected by the closure will be given to the Union concurrent with the issuance of notice.
2. Such employees whose service is permanently terminated because of such closure shall receive severance pay in accordance with the table set out in this Article, but no such payment will be made to:
 - (a) an employee with less than one (1) year's seniority.
 - (b) an employee granted retirement on pension.
 - (c) an employee discharged for cause within the period of notice.
 - (d) an employee who applies for a vacancy in another plant of the Company and is hired by the plant.
 - (e) an employee who has been laid-off for a period of thirty (30) calendar days or more prior to the date of notification of closure.
3. Severance shall not apply:
 - (a) where close down results from Queen's enemies, insurrection, government action, atomic fallout, Acts of God or any other cause beyond the Company's control; and
 - (b) where close down follows, or is caused through any strike, walkout, stoppage, slowing down or other cessation of work.
4. When an employee receives severance pay, all his rights and privileges including seniority cease excepting his option rights under the Pension and Life Insurance Plan and the Sickness and Accident Plan in respect to termination of cause.
5. An employee with more than two (2) years seniority who receives notice that his service is to be terminated because of such closure may within the period of notice apply in writing for a vacancy in another plant, and the Company will hold his Severance pay in abeyance for a period of up to one (1) year. Such applications will be considered on the basis of adaptability of the applicant for the available work

in order of seniority in the plant where closure occurs. If an applicant is employed by the Company in any of its plants, he will not receive severance pay, but he will be:

- (a) granted the same seniority date he held in the plant where closure occurs for purposes of the Pension and Welfare Plans and for length of vacation as provided in the plant in which he is engaged, but not for selection of the annual period.
- (b) credited with two (2) years seniority for other purposes.

6. The scale of severance pay shall be as follows:

Years completed:

<u>Seniority at Closing Date:</u>	<u>Amount \$:</u>		
	Jan 1/06	Jan 1/07	Jan 1/08
1	486	498	513
2	486	498	513
3	718	736	758
4	957	981	1010
5	1204	1234	1271
6	1452	1488	1533
7	1691	1733	1785
8	1962	2011	2071
9	2208	2263	2331
10	2520	2583	2660
11	2879	2951	3040
12	3269	3351	3452
13	3668	3760	3873
14	4098	4200	4326
15	4504	4617	4756
16	5008	5133	5287
17	5470	5607	5775
18	5940	6089	6272
19	6402	6562	6759
20	6873	7045	7256

<u>Seniority at Closing Date</u>	<u>Amount \$:</u>		
	<u>Jan 1/06</u>	<u>Jan 1/07</u>	<u>Jan 1/08</u>
21	7391	7576	7803
22	7909	8107	8350
23	8427	8638	8897
24	8946	9170	9445
25	9465	9702	9993
26	9990	10240	10547
27	10525	10788	11112
28	11051	11327	11667
29	11577	11866	12222
30	12104	12407	12779
31	12669	12986	13376
32	13227	13558	13965
33	13786	14131	14555
34	14344	14703	15144
35	14901	15274	15732
36	15476	15863	16339
37	16042	16443	16936
38	16616	17031	17542
39	17182	17612	18140
40	17756	18200	18746

ARTICLE 19 - TERM OF AGREEMENT *

1. The term of this Agreement shall be from January 1, 2009, to December 31, 2010,
and shall continue in force after December 31, 2010, on a yearly basis, but either party may, within the period four (4) months prior to the expiry date, serve notice, in writing, to negotiate revisions to the Agreement. During this period of negotiations, this Agreement shall remain in force.

DATED AT SASKATOON SASKATCHEWAN, THIS DAY OF , 2009.

MASTERFEEDS INC.
Saskatoon, Saskatchewan

**UNITED FOOD AND
COMMERCIAL WORKERS
LOCAL 1400**

SCHEDULE "A" - WAGES - EFFECTIVE JANUARY 1, 2009

The schedule of hourly rates of pay shall be as follows:

Labour	\$13.85
Operator	\$18.77
Maintenance	\$24.86

1. An employee designated as a lead hand shall receive ninety cents (90¢) above the highest rate paid to employees under his direction.
2. The following shall apply:

The term 'Rate' shall mean the rate set down for labourer employees performing operator duties under the Company's schedule, provided, however, the following rates apply for the first eighteen (18) months of earnings:

Starting rate	\$12.05
Upon completion of three (3) months	\$13.85
Upon completion of six (6) months	\$15.66
Upon completion of nine (9) months	\$16.26
Upon completion of twelve (12) months	\$16.85
Upon completion of eighteen (18) months	Hourly rate

Earnings referred to above means earnings at least equal to the guaranteed payment referred to in Article 7(2).

The \$12.05 starting rate will apply to employees hired with exception to those classified as maintenance.

3. In the event that an appropriately qualified candidate is newly hired, then (s)he may be paid at a start rate on the progression scale, no higher than the twelve (12) month rate. (This provision only comes into effect if a position is created by turnover of current staff).
4. The "Labour" rate only applies to employees in that classification hired after the date of ratification.

SCHEDULE "A" - WAGES - EFFECTIVE JANUARY 1, 2010

The schedule of hourly rates of pay shall be as follows:

Labour	\$14.27
Operator	\$19.33
Maintenance	\$25.61

1. An employee designated as a lead hand shall receive ninety cents (90¢) above the highest rate paid to employees under his direction.
2. The following shall apply:

The term 'Rate' shall mean the rate set down for labourer employees performing operator duties under the Company's schedule, provided, however, the following rates apply for the first eighteen (18) months of earnings:

Starting rate	\$12.41
Upon completion of three (3) months	\$14.27
Upon completion of six (6) months	\$16.13
Upon completion of nine (9) months	\$16.75
Upon completion of twelve (12) months	\$17.36
Upon completion of eighteen (18) months	Hourly rate

Earnings referred to above means earnings at least equal to the guaranteed payment referred to in Article 7(2).

The \$12.41 starting rate will apply to employees hired with exception to those classified as maintenance.

3. In the event that an appropriately qualified candidate is newly hired, then (s)he may be paid at a start rate on the progression scale, no higher than the twelve (12) month rate. (This provision only comes into effect if a position is created by turnover of current staff).
5. The "Labour" rate only applies to employees in that classification hired after the date of ratification.

SCHEDULE "A" - WAGES - EFFECTIVE NOVEMBER 28, 2010

The schedule of hourly rates of pay shall be as follows:

Labour	\$14.48
Operator	\$19.62
Maintenance	\$25.99

1. An employee designated as a lead hand shall receive ninety cents (90¢) above the highest rate paid to employees under his direction.
2. The following shall apply:

The term 'Rate' shall mean the rate set down for labourer employees performing operator duties under the Company's schedule, provided, however, the following rates apply for the first eighteen (18) months of earnings:

Starting rate	\$12.60
Upon completion of three (3) months	\$14.48
Upon completion of six (6) months	\$16.37
Upon completion of nine (9) months	\$17.00
Upon completion of twelve (12) months	\$17.62
Upon completion of eighteen (18) months	Hourly rate

Earnings referred to above means earnings at least equal to the guaranteed payment referred to in Article 7(2).

The \$12.60 starting rate will apply to employees hired with exception to those classified as maintenance.

3. In the event that an appropriately qualified candidate is newly hired, then (s)he may be paid at a start rate on the progression scale, no higher than the twelve (12) month rate. (This provision only comes into effect if a position is created by turnover of current staff).
6. The "Labour" rate only applies to employees in that classification hired after the date of ratification.

Masterfeeds Inc.
330 - 103rd Street,
Saskatoon, Saskatchewan.

The Welfare Plan shall be as follows:

ELIGIBILITY

Subject to an employee successfully completing his probationary period, meeting the qualifying periods of employment for coverage and meeting any other requirements for participation as determined by the insurer.

WEEKLY INDEMNITY BENEFITS

Weekly Indemnity, effective the first full pay week next following ratification of the Agreement, shall be equal to 60% of the employee's hourly rate to a maximum weekly payment equal to 60% of the U.I. maximum insurable earnings level.

Weekly indemnity benefits shall commence on the first day of disability due to accident, the fifth day of disability due to sickness and be payable in accordance with the following schedule:

3 months seniority to five years seniority	26 weeks
five years seniority up to ten years seniority	39 weeks
ten years seniority and over	52 weeks

The waiting period shall be waived in respect to an employee who is admitted as an in-patient in a recognized hospital during the first four days due to illness.

It will not be necessary for an employee to be confined to a hospital, or to undergo a surgical operation to receive these benefits, but an employee must be under the regular care of a licensed doctor of medicine during the period for which benefits are claimed and satisfactory certification of medical attendance and disability will be required.

Weekly Indemnity benefits shall be payable for disability due to sickness or non-occupational accident only. No benefit shall be payable for bodily injuries or bodily sickness where such injuries are covered by Workers Compensation.

The parties agree that the full amount of the reduction in Unemployment Insurance premiums resulting from the registration of the Company Welfare Plan will be applied towards the cost of Welfare Plan benefits.

The Company will pay the first \$4.00 of each monthly premium for the above benefits, with the balance of each monthly premium to be shared equally between the Company and the employees. Where the employee portion of the required sick pay premium in pay grade category 1 exceeds twenty-five (25) dollars, and proportionately in pay grade categories 2, 3, 4, and 5, the Company will pay the full amount of such excess premiums.

In the event any Government legislation provides benefits for accident, illness or pregnancy, during the term of this Agreement, such benefits (excluding E.I. sickness benefits) shall be substituted for the above.

SUPPLEMENTARY MAJOR MEDICAL BENEFITS

- (a) The maximum deductible per family in each calendar year shall be \$50.00, and
- (b) Once the total recognized expense exceeds the deductible, the Plan will pay 85% of the excess costs until the \$5,000 maximum is reached.

VISION CARE - Eye Glasses and Frames

A plan that covers up to \$250.00 for the expenses incurred for eye glasses, frames, or contact lenses, limited to one such expense in any 24 consecutive months, for each person insured.

Reimbursement will not be provided for any expenses incurred for sunglasses, safety glasses, or any form of eyeglasses provided for cosmetic or aesthetic purpose.

HEARING AID PROGRAM

During the period of insurance and to a maximum of \$500.00 once in the employee's total Company service, a benefit providing for the purchase of hearing aids obtained on the written prescription of a physician certified as an otolaryngologist.

DENTAL INSURANCE PLAN

Effective on January 1 of each year, allowable expenses will be based on the Saskatchewan Dental Fee Schedule for that year. If no such schedule exists, the prevailing schedule will apply.

LIFE INSURANCE

Effective month following the date of ratification, the life insurance amount will be one time annual base wages to a maximum of \$55,000. Amounts of \$500.00 or more will be rounded upwards to the next \$1,000.00 (e.g. \$44,600 = \$45,000).

March 27, 2003

* "Renewed & amended" - August 6, 2009

United Food and Commercial Workers
Local 1400

Attention: Mr. D.K. Logan

Dear Mr. Logan:

*Subject to an employee successfully completing his probationary period, meeting the qualifying periods of employment for coverage and meeting any other requirements for participation as determined by the insurer.

It is agreed that under special circumstances, a regular hourly paid employee otherwise entitled to paid holiday pay under Section 10 of the Collective Agreement, who does not have earnings in the plant week containing a holiday, and who is or becomes eligible for weekly indemnity or workers compensation benefits, will, upon his return to work, be compensated for a Paid Holiday occurring during such absence on the following basis:

ABSENCE DUE TO SICKNESS OR NON-OCCUPATIONAL ACCIDENT

- (1)** Every employee will be considered a member of the Welfare Plan even though he may have refused to join the plan or does not have sufficient service to be eligible for Welfare Plan benefits.
- (2) When absence is due to sickness and the holiday falls during the four day waiting period under the Welfare Plan, the employee will be paid full paid holiday pay.
- (3) When absence is due to sickness or non-occupational accident and a paid holiday occurs after the waiting period but during the employee's benefit period, he will be paid the holiday pay less one-fifth (1/5) of the weekly benefits.
- (4)** If a paid holiday occurs on a non-scheduled day during the employee's benefit period, he will be paid full paid holiday pay.

ABSENCE DUE TO OCCUPATIONAL SICKNESS OR ACCIDENT

- (1) Where a paid holiday falls during the waiting period for Workers' Compensation benefits, the employee will be paid full Paid Holiday pay.

- (2) Where a Paid Holiday occurs after the waiting period but during the first twelve months of Workers' Compensation, the employee will be paid full paid holiday pay less the amount he receives in Workers' Compensation benefits for the day of the holiday.
- (3) If a Paid Holiday occurs on a non-scheduled day during the first twelve months of Workers' Compensation, the employee will be paid full paid holiday pay.

J.E. BERRINGER

D.K.(Don) LOGAN

March 27, 2003

United Food and Commercial
Workers Local 1400

Attention: Mr. D.K. Logan

Dear Mr. Logan:

Re: Maintenance

The parties agree that the Maintenance work week shall normally be from Tuesday to Saturday, however, the Company reserves the right to amend the work week to Monday to Friday from time to time if the Company deems it necessary. This employee shall report to the Production Manager and/or the Plant Manager. The Company reserves the right to determine which employee shall work with the Maintenance person on Saturdays.

J.E. BERRINGER

D.K.(Don) LOGAN

August 6, 2009

Letter of Understanding: Pensions

1. Effective January 1, 2009 to November 27, 2010, the Company shall contribute thirty-five (\$0.35) cents per qualified hour into the Canadian Commercial Workers Industry Pension Plan (i.e. C.C.W.I.P.P. Stabilization Fund).
 - (i) The plan is effective for all qualifying hours from January 1, 2009.
 - (ii) For new employees, this will be effective after they have worked 504 hours.
 - (iii) Qualifying hours shall be regular hours worked, vacation hours paid, paid holiday hours, Jury Duty paid and Funeral Leave paid, to a maximum of for (40) hours per week.
2. On November 27, 2010, this letter is deemed terminated and the Company will not contribute further into the C.C.W.I.P.P. Stabilization Fund.