Collective Bargaining Agreement

between:

TROUW NUTRITION
(hereinafter referred to as the "Company ")

trouw nutrition
a Nutreco company

and

GRAIN AND GENERAL SERVICES UNION
(hereinafter referred to as the "Union")

GRAIN & GENERAL SERVICES UNION
ILWU CANADA

covering

GSU Local 9 (Trouw Nutrition)

Effective January 1, 2026 to December 31, 2027
Errors and omissions excepted

TABLE OF CONTENTS

ARTICLE 1 - SCOPE & DEFINITION 1
ARTICLE 2 – SPIRIT AND INTENT 3
ARTICLE 3 – MANAGEMENT RIGHTS 4
ARTICLE 4 – COMPANY RELATIONS 5
ARTICLE 5 – MAINTENANCE OF MEMBERSHIP 6
ARTICLE 6 – NO STRIKE –NO LOCKOUT 7
ARTICLE 7 – GRIEVANCES 7
ARTICLE 8 – ARBITRATION 12
ARTICLE 9 – BENEFIT PLANS 12
ARTICLE 10 – RETIREMENT PLAN 13
ARTICLE 11 – HEALTH & SAFETY 13
ARTICLE 12 – VACANCIES, LAY-OFF AND RECALL 14
ARTICLE 13 – LEAVES OF ABSENCE 17
ARTICLE 14 – PROBATION & TERMINATION OF EMPLOYMENT 20
ARTICLE 15 – HOURS OF WORK AND OVERTIME 20
ARTICLE 16 – CALL OUT, SHIFT DIFFERENTIAL AND TICKET PREMIUM 24
ARTICLE 17 – TEMPORARY PERFORMANCE OF HIGHER DUTY 26
ARTICLE 18 – ABSENCE FROM DUTY 26
ARTICLE 19 – VACATIONS 26
ARTICLE 20 – GENERAL HOLIDAYS 28
ARTICLE 21 – TECHNOLOGICAL CHANGE 30
ARTICLE 22 – SEVERANCE PAY 31
ARTICLE 23 – SCALE OF WAGES, CLASSIFICATIONS AND GRADES 32

ARTICLE 24 – PART-TIME EMPLOYEES 33
ARTICLE 25 – EFFECTIVE DATE AND DURATION OF AGREEMENT 33

SCHEDULE A 35
SCHEDULE B 38
SCHEDULE C 39
SCHEDULE D – Maintenance Standby 39

LETTER OF UNDERSTANDING #1
Re: Continuous Improvement Working Group 40
LETTER OF UNDERSTANDING #2
Re: Sole Power Engineering Ticket Meal Breaks 41

NOTICE

Please note that this booklet version of the Collective Agreement is an **unsigned draft**. While both the Union and Company have signed a memorandum of agreement agreeing on the underlying intent of these provisions, the final wording has not yet been formalized or executed.

Any changes, additions, or revisions compared to the prior agreement are indicated in **RED BOLD PRINT**.

ARTICLE 1 - SCOPE & DEFINITION

Trouw Nutrition (hereinafter referred to as the "Company") recognizes the Grain & General Services Union (hereinafter referred to as the "Union") for the duration of this Agreement as the sole collective bargaining agent for purposes of collective bargaining in respect of wages and other conditions of employment on behalf of employees of the Company as set out in the Certification Order of the Canada Industrial Relations Board dated February 16, 2012 (which is Board Order No. **#12147-U**), and as this Order may be amended from time to time.

DEFINITIONS

1.1 **REGULAR FULL-TIME EMPLOYEE** - Regular full-time employee shall mean an employee employed to meet ongoing operational requirements on a year-round basis and is scheduled to work the full-time hours contained in Article 15. Regular full-time employees who are laid off shall retain their regular full-time status with the Company while on layoff.

1.2 **REGULAR PART-TIME EMPLOYEE** - Regular part-time employee shall mean an employee hired to work on a partial day or partial week basis generally consisting of less hours than defined in the Regular or Compressed Work Schedule in Article 15.

1.3 **TEMPORARY EMPLOYEE** - Temporary employee shall mean an employee employed to meet seasonal

or temporary operating needs. The only provisions of this Agreement applying to the employment of temporary employees are contained in Schedule B.

1.4 **CASUAL EMPLOYEE** - Casual employee shall mean an individual who is hired on a job contract or on an hourly basis for unscheduled or irregular work. The only provisions of this Agreement applying to the employment of casual employees are contained in Schedule B.

1.5 **SENIORITY** - Seniority commences at date of hire with the Company and is only interrupted in accordance with Article 12.11. In the event of a common seniority date occurring in any competition, the tie will be broken based on years of experience with relevant companies. In the event that the tie is not broken by applying the foregoing, the tie will be broken based on the reverse alphabet of the last name. **An Arbitrator** referred to in Article 8 hereof or such other appropriate authority shall have the power to reinstate service forfeited due to termination of employment.

For purposes of calculating seniority, the "Company" includes all continuous service earned with Viterra Inc., Agricore United and any predecessor employer acquired or incorporated into Hi-Pro Feeds LP on or before February 1, 2012.

1.6 **PROMOTION** - shall mean the movement of an employee from a position to a position bearing a higher pay structure.

1.7 **DEMOTION** - shall mean the movement of an employee from a position to a position bearing a lesser pay structure.

1.8 **TRANSFER** - shall mean the movement of an employee from a position to another position bearing the identical pay maximum.

1.9 **REASSIGNMENT** – shall mean the movement of an employee to another position which may or may not bear a lesser pay structure resulting from a layoff or other operational issue.

ARTICLE 2 – SPIRIT AND INTENT

2.1 The spirit and intention of this Agreement is to maintain good and amicable relations between the Company and all of its employees covered by this Agreement, so that the solution of all matters pertaining to conditions of employment may be arrived at by consultation and agreement between the parties hereto and this Agreement is in no sense to be taken as a discouragement to direct negotiations where a solution can be reached by such means without having recourse to the bargaining procedure hereinafter provided.

2.2 **Progressive discipline, which aims to be corrective in nature, will be used in most cases of misconduct. Discipline shall only be issued for just cause. The seriousness of the infraction or violation will determine the nature and severity of the**

disciplinary action applied, as well as any mitigating or aggravating circumstances and the employee's overall record.

ARTICLE 3 – MANAGEMENT RIGHTS

3.1 The Union recognizes that the Company has sole authority to manage its affairs, to direct its working forces, including the right to hire, to classify, to fix the wages of employees (both at time of hire and throughout the tenure of the employees employment) within the terms of Salary Schedule A hereinafter referred to, to transfer (within the Chilliwack facility), promote, demote and to suspend or discharge any employee for just cause, and to increase or decrease the working force of the Company, to re-organize, close, disband any part of the plant operations as circumstances and necessity may require, subject to the right of any employee concerned to lodge a grievance in the manner and to the extent hereinafter provided.

3.2 The Union further recognizes the right of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities, and to make and alter from time to time, the rules and regulations to be observed by the employees, not inconsistent with the terms of this Agreement.

3.3 The Union further recognizes that any current, ongoing or past practice, policy and/or benefit shall

not be construed as a representation that any such practice, policy and/or benefit will continue in the future and that the Company may reorganize its businesses and practices in order to remain productive and competitive.

ARTICLE 4 – COMPANY RELATIONS

4.1 It is understood and agreed, inasmuch as the Company recognizes the Union as the employees' bargaining agency, as evidence of good faith, the Union assumes responsibility for its members in their relations with the Company and will use its best efforts to have the employees' responsibility under the contract carried out in letter and spirit and to have its members deliver a fair day's work as called for by the position involved and the reasonable orders of the Company.

4.2 The Company shall provide **three** bulletin boards **in the Mill, Warehouse and Bagger areas** for official and legitimate Union use.

4.3 The Company shall provide all employees with copies of appraisals and evaluations. Further employees shall be given access to their personnel file and/or give a Union representative permission to access their file.

4.4 The Company will not discriminate in its hiring and employment practices against persons by reason of

age, race, creed, sex, religion, nationality, ancestry or place of origin, political affiliation, union activity, marital status, sexual orientation or physical disability.

4.5 The Union will not discriminate in its practices against persons by reason of age, race, creed, sex, religion, nationality, ancestry or place of origin, political affiliation, union activity, marital status, sexual orientation or physical disability.

ARTICLE 5 – MAINTENANCE OF MEMBERSHIP

5.1 The Company agrees that as a condition of employment, membership dues or sums in lieu will be deducted from the wages earned by employees in the following categories:

a) All employees for whom the Union has bargaining authority under this Agreement.

b) All new employees under this Agreement, as of their first complete pay period following commencement of employment.

5.2 Membership dues or sums in lieu so deducted from salaries shall be paid monthly to the General Secretary of the Union within fifteen (15) calendar days following completion of the last payroll period in the calendar month, remittance to be supported by information with respect to each individual employee, including rate of pay, hours worked,

seniority date and position, for the period covered by the remittance for that employee.

5.3 The Company shall furnish the General Secretary of the Union with staff change lists following each monthly pay period, which shall include the name, location, classification, grade, salary, and effective date of all staff changes, including new hires.

ARTICLE 6 – NO STRIKE –NO LOCKOUT

6.1 The Union agrees that neither it, nor any of the employees it represents will collectively, concertedly or individually, during the term of this Agreement and/or any extension thereof, directly or indirectly, cause, permit, call, instigate, induce, sanction or engage in any strike, slowdown, harassment, sympathy strike, boycott, picketing, and/or any other work interference, either primary, secondary, or other in nature, for any reason whatsoever.

6.2 The Company agrees that it will not, during the term of this Agreement and any extension thereof, cause, permit or engage in any lockout. The closing down of the operation or any part thereof or the curtailment of operations for business reasons will not be considered a lockout.

ARTICLE 7 – GRIEVANCES

7.1 The Company and the Union agree that it is most

desirable to resolve misunderstandings and disputes through discussions between the employee and the manager, and both the Company and the Union shall encourage employees to discuss their complaints with their supervisors so as to resolve differences quickly and directly without necessarily having to resort to the following formal process. **If the affected employee(s) are engaging in discussions with their supervisor(s) to resolve misunderstandings and disputes, the timelines and time limits described herein are suspended during the duration of these discussions.**

7.2 Any employee who is interviewed, where such an interview may result in disciplinary action, the employee must be offered union representation. If the employee does not want union representation, they must sign a waiver indicating the same and should be kept in the employee's personal file.

A copy of the disciplinary document must be provided to the employee at the disciplinary meeting, and another copy made for the union representative in attendance, if applicable. If the employee denies union representation, and this discipline is a "Written Warning" and up, the Company must send an email to the GSU Staff Representative assigned to the Local providing which employee was disciplined and what level of discipline did they receive.

Management may have the benefit of counsel at any of the steps in the grievance procedure.

7.3 Formal grievances, whether individual or executive, shall be raised within fifteen (15) **business** days of the date on which the grievance becomes apparent, or ought to have become apparent. **If statutory and public holidays fall within the fifteen (15) business days timeline, those days are not counted towards the time limit to file.** Grievances shall be in writing on the approved grievance form, must identify the specific clauses in this Agreement that are being violated and provide specific details in writing with respect to the individuals whose rights have been violated and/or damages resulting from the breach of this Agreement and shall be dealt with in the following manner without stoppage of work.

STEP 1 - The grievance shall be taken up with the first-line out-of-scope supervisor, who shall render a decision within **five (5)** working days of the receipt of the grievance. Executive grievances (those submitted by the Union organization rather than by an individual), and grievances which involve appointment to a position within the scope of this Agreement, or dismissal or a suspension in excess of seven (7) calendar days, shall dispense with Step 1.

STEP 2 - Within seven (7) working days of the receipt of the decision in Step 1 in the case of individual grievances, and within fifteen (15) days of the date on which the grievance(s) becomes apparent or ought to have become apparent in the case of executive grievances, the grievance shall be taken up with the appropriate Manager who shall render a decision within seven (7) working days.

In grievances, which involve a dismissal, or a suspension which exceeds seven (7) calendar days, the Company and the Union may combine Steps 2 and 3 of the grievance procedure to expedite the matter.

STEP 3 - In the event that a decision is not rendered within seven (7) working days, or the decision does not lead to a resolution of the grievance in the view of the parties, the General Secretary of the Union or his/her designate shall immediately consult with the Regional Operations Manager or his/her designate. If settlement is not achieved within a further fourteen (14) working days it may be submitted to arbitration as hereinafter provided for.

STEP 4 - A grievance is referred to arbitration by either party giving notice to the other in writing of their intention to do so. Such written notice shall be given within ten (10) working days of the receipt of decision at Step 3, or from the expiry of the time limits at Step 3, whichever is the earlier. **If the parties fail to agree on the appointment of a single Arbitrator within fourteen (14) calendar days, the appointment shall be made through the relevant provisions of the Canada Labour Code as amended, upon request of either party.**

7.4 The time limits in the grievance procedure are mandatory and no grievance shall be considered which is not presented within the time limits set forth herein. A grievance not initiated within the

time limits shall be deemed abandoned, and all rights of recourse to the grievance and in an arbitration procedure shall be at an end. If the Company fails to respond within the time limits prescribed within, the grievance shall advance to the next step. However, at least one grievance meeting must occur before moving to arbitration.

7.5 **If the discipline issued on a member is a suspension of any amount of days, it must be served within one (1) week of regularly scheduled work after being delivered to the member. For clarity, time spent on vacation or leave of absence does not count towards the one week of regularly scheduled work.**

7.6 **"Coaching Moments" shall be removed from an employee's personnel file after eighteen (18) months providing there have been no further incidents of the similar nature.**

NOTE: Time limitations in the preceding process may be extended by mutual agreement between the parties, provided that requests for extension are made prior to the expiry of the time limitation.

7.7 In the event of a grievance, the Company agrees, upon request, to provide the Union with copies of disciplinary and/or appraisal documents that have been served upon the employee which the Company intends to use in regard to the specific grievance. References to disciplinary matters shall be removed from the employee's personnel file after **eighteen**

(18) months providing there have been no further incidents of the same or substantially similar nature during that **eighteen (18) month** period, and such references, once removed, will no longer be admissible as evidence on any arbitration hearing.

ARTICLE 8 – ARBITRATION

8.1 The **Arbitrator** under **Article 7** (Step 4) shall not have authority to alter or change any of the provisions of this Agreement, or to insert any new provisions, or to give any decision contrary to the terms and provisions of this 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 Company.

8.2 The decision of the **Arbitrator** shall be final and binding upon the parties hereto and upon any employee or employees concerned.

8.3 No costs of any arbitration shall be ordered to or against either party, but each party shall be responsible for the expenses and/or fees payable to **the Arbitrator**.

ARTICLE 9 – BENEFIT PLANS

9.1 The Company shall provide a group benefit plan and all eligible employees shall be enrolled in the Company's benefit plan on their date of hire.

9.2 Employees who work a twelve (12) hour compressed work week schedule, will accrue an additional eight (8) hours of sick time on an annual basis.

9.3 Sick leave entitlement, accrual and use of, shall be in accordance with Company Policy.

ARTICLE 10 – RETIREMENT PLAN

10.1 All eligible employees **shall** participate in the Company's retirement plan as maintained by the Company. These employees shall be enrolled in the plan on their date of hire.

ARTICLE 11 – HEALTH & SAFETY

11.1 The Company and the Union recognize an employee**'s** right to working conditions which show respect for his/her health, safety and physical well-being.

11.2 The parties recognize that the maintenance and development of the employees' general well-being constitute a common objective. Consequently all efforts shall be deployed to prevent and correct any situation and any conduct liable to compromise the health and safety of employees or deteriorate the work environment.

11.3 The Company and the Union recognize the need for constructive and meaningful consultations on

health and safety matters. **Two (2) union members must be present at the Health and Safety** committee **meetings and** one must be the Co-chair.

11.4 Health and Safety Committee meetings will comply with all *Canada Labour Code* requirements, including with respect to their scheduling and frequency.

ARTICLE 12 – VACANCIES, LAY-OFF AND RECALL

VACANCIES

12.1 When the Company determines it necessary to fill a vacant position within the scope of this Agreement, the position shall be posted. Vacancies will be open to applicants for seven (7) days. It will be the policy of the Company that in filling posted positions, employees of the Company shall be given first consideration.

12.2 Notices of primary vacancies will contain information pertinent to the position being posted such as classification, brief description of core job duties and salary range. Notices shall be posted on the Union bulletin board.

12.3 When filling vacancies, **performance, skill,** ability, qualifications and consistent demonstration of Company values will be the governing factors. In the event two or more candidates are relatively equal, the Company will award the position to the

employee with the greater years of service with the Company.

12.4 All qualified employees who apply for a position will be granted an interview.

LAYOFFS

12.5 In the event of a lay-off, the Company shall retain the employees who, based on ability, qualifications and merit, as determined by the Company, are best suited for the positions and in the event two or more candidates are relatively equal, the Company will retain the employee with the greater seniority. The company shall not make decisions that are arbitrary or discriminatory in nature. Recall from layoff will be done on the same basis.

12.6 The Company will make a reasonable effort to provide forty-eight (48) hours written notice of lay-off and in any event such notice will not be less than that required under the *Canada Labour Code.*

12.7 An employee who is laid off shall endeavor to obtain an alternate position by bidding on vacancies in accordance with **Article 12.1**. Bumping shall not be permitted.

12.8 Notwithstanding any other provision of the Collective Agreement with the exception of the Management Rights Clause, the Company, in its sole discretion, may reassign an employee who is otherwise subject to layoff, to another position and

instead lay off the employee from the reassigned position.

RECALL

12.9 Full-time and part-time employees on lay-off will maintain their official employment start date and have recall rights for twelve (12) months after which their employment will be deemed to be terminated.

12.10 When an employee is to be recalled to work, the Company will attempt to contact the employee by telephone. If telephone contact is not made then a Recall Notice will be sent by email to the Employee's last known **personal email** address. **It shall be the responsibility of the employee to keep the Company informed of their current email address and telephone number.** If the Employee does not respond in person or by telephone to the appropriate Manager within seven (7) calendar days of the Recall Notice being **emailed**, the Employee will lose their recall rights and employment will terminate.

12.11 An Employee shall lose his seniority if he/she:

a) Retires;

b) Resigns;

c) Is terminated in accordance with Articles 12.9 and/or 12.10;

d) Is discharged for just cause; or

e) Fails to report for three (3) consecutive shifts except for circumstances beyond the employee's control. Nothing in this clause shall restrict the right of the Company to discharge an employee who is AWOL.

ARTICLE 13 – LEAVES OF ABSENCE

GENERAL LEAVE OF ABSENCE

13.1 Leave of absence without pay may be granted to employees for valid reasons as set out by Corporate Policy.

13.2 An employee on general leave of absence shall not accumulate sick leave credits, or earn vacation but shall retain the seniority, sick leave credits, and vacation credits earned prior to commencing leave of absence.

13.3 Employees on leave of absence shall be required to apply for any extension.

MATERNITY/PARENTAL/ADOPTION LEAVE

13.4 **Maternity, parental and adoption leave shall be governed in accordance with the *Canada Labour Code* and corporate policy, both as amended.**

BEREAVEMENT LEAVE

13.5 After ninety (90) days of service, leave of absence with pay up to three (3) days shall be granted to employees for the purpose of arranging or attending the funeral of members of his/her immediate family. Where major travel or special circumstances are involved, approval may be given to extend the three (3) day limit to five (5) days. Immediate family shall be defined to include only the employee's mother, father, mother-in-law, father-in-law, spouse, daughter, son, sister, brother, sister-in-law, brother-in-law, grandfather, grandchild, and spouse's grandparents, step-parents, step-siblings, and step-children, or equivalent relationship.

JURY LEAVE

13.6 In keeping with the policy that an employee not suffer a loss of pay while serving as a juror, the remuneration to be received by the employee on any working day the employee reports for or serves on jury duty shall be regular rate of pay for the day less jury duty fees receivable for that day.

UNION LEAVE

13.7 a) The Company shall provide leave of absence with pay for two (2) bargaining unit employees to a maximum of six (6) days each for attending negotiations.

b) Subject to operational requirements, additional leave shall be granted as requested by the Union. No employee shall experience any loss or interruption in pay, benefits, service or seniority while on such a leave. The Company shall bill the Union for the cost of such additional leave within a month of its occurrence.

c) Subject to operational requirements, leaves of absence shall also be granted to elected officers and delegates to attend to the business of' the Union. No elected officer or delegate shall suffer any loss or interruption of pay, benefits, service or seniority while on such a leave. The Company shall bill the Union for the cost of such additional leave within a month of its occurrence.

d) No employee representative appointed or elected by the Union's members for the purpose of attending grievance or disciplinary meetings or other meetings provided for under this Agreement shall suffer any loss or interruption of pay, benefits, service or seniority while attending such meetings.

MILITARY LEAVE

13.8 Employees who have at least one year of service with the Company shall be entitled to up to two weeks leave of absence without pay per year for the

purpose of serving as a member of **his** Majesty's Canadian Armed Forces. Leaves beyond two weeks in any year may be granted at the discretion of the Company. Upon return from Military Leave, the employee shall be placed in the same or similar position with the same rate of pay as they occupied prior to the leave.

ARTICLE 14 – PROBATION & TERMINATION OF EMPLOYMENT

14.1 A newly hired employee shall be on probation for the employee's first ninety (90) days worked or 720 actual hours worked. The probationary period may be extended by agreement between the Union and the Company.

14.2 A probationary employee may grieve a dismissal but the answer provided at Step 3 of **Article 7** shall be final and binding upon the parties hereto and upon any employee concerned, **and the matter may not be referred to arbitration under the provisions of this Agreement**.

ARTICLE 15 – HOURS OF WORK AND OVERTIME

HOURS OF WORK

15.1 The Employer retains the right to schedule hours of work of employees as is necessary to ensure efficient operations and to provide coverage for the determined hours of operation.

REGULAR WORK SCHEDULES AND COMPRESSED WORK WEEK SCHEDULES

15.2 Regular schedules for employees shall be defined as up to eight (8) hours per day, forty (40) hours per week and five (5) days of work per week.

15.3 The Company may also implement compressed work week schedules.

15.4 The work week shall align with the Company's pay period, which currently commences on Sunday at 12:00 a.m., and ends on Saturday each week at 11:59 p.m.

15. 5 The Company shall maintain a bi-weekly pay period system.

15.6 All schedules will be posted on a bi-annual basis, with the subsequent schedule being posted one (1) month in advance of the commencement of the new schedule.

All employees shall be provided with a schedule and said schedule(s) will be published in an easily accessible location.

15.7 Subject to operational requirements, the Company will notify the union and provide **fourteen (14)** days' notice period to affected employees of a regular schedule change.

A schedule change refers to a change in the employee's regular, ongoing work schedule. For clarity, it involves a permanent, repeating change to an employee's schedule and not a temporary, short-term or one-off requirement to work a different day, time or crew than the employee is regularly scheduled to work (i.e. providing vacation or sick leave coverage).

If the employees are subject to the regular schedule change prior to the completion of the **fourteen (14)** calendar days' notice period, the employees will be paid a premium of time and a half (1 ½ x) for all shift(s) so changed.

A shift is defined as the hours worked in a **particular** day.

The Company may require to change an employee(s) shift. If the shift(s) change is required with less than forty-eight (48) hours' notice, the employee shall be paid at the rate of one and half (1 ½ x) times the employee's regular pay for **the portion of the shift which is changed with less than forty-eight (48) hours' notice**.

SCHEDULED DAYS OFF

15.8 As a norm, employees shall be entitled to two (2) consecutive days off each week except where schedule changes or shift rotation on an employee's regular schedule may result in a variation such as one (1) day off at the time of the change.

OVERTIME

15.9 When the needs of the operation require it, employees may **be required to** work overtime. It must first be offered to employee(s) who are currently on shift. **All overtime must be authorized by management or designate. Employees shall only be compensated for authorized overtime.**

The limitations to overtime worked by an employee is determined to be:

a) to a maximum of twelve (12) hours worked in a single shift or;

b) to a maximum of eight (8) overtime hours worked in a regular work week.

15.9 If an employee works in excess of the hours of a regular work schedule or compressed work week schedule as outlined in Article 15.2, the employee will be paid one and one-half times (1 ½ x) the employee's regular rate for the additional hours worked.

NO MAXIMUM OR MINIMUM

15.10 The hours of work as stated in this Article are not to be construed as a guarantee, as a minimum nor as a restriction, for any maximum of hours to be worked.

CALL-IN AND HOURS OF WORK

15.11 Any employee(s) called-in within four (4) hours of their next scheduled shift will commence their regular eight (8) hour shift thereon, with each hour worked prior to their original scheduled shift shall be paid at one and half times (1 ½ x) their regular rate of pay.

If employee(s) are called-in and their call-in ends more than four (4) hours before their next scheduled shift, they receive an eight (8) hour rest period before returning to complete the remainder of their scheduled shift. If total hours worked are less than the scheduled shift, the Company will make the employee whole.

COFFEE AND MEAL BREAKS

15.12 Breaks and appropriate coverage will be provided by management when a member is on a meal break, or coffee break.

ARTICLE 16 – CALL OUT, SHIFT DIFFERENTIAL AND TICKET PREMIUM

16.1 Shift Differential – A shift differential of one dollar and fifty-cents ($1.50) per hour shall be paid on all hours worked between 6:00 p.m. and 6:00 a.m.

16.2 Call Out Guarantee - A minimum of three (3) hours pay will be paid to an employee who is called out for duty by management after the employee has left the Company premises. The Company and the

employee may agree to a lesser amount for less than three hours worked. Any resulting overtime will be compensated at applicable rates.

16.3 A premium of one dollar ($1.00) per hour shall be added to the base pay as outlined in Schedule A for all relevant trade certificates, as determined by the Company. Employees will receive the higher amount, whether that is the red circled amount or the combination of their classification rate and premium.

- Welding ticket
- Electrical ticket
- Millwright
- Power Engineer / Steam Ticket

An employee(s) will receive an additional one dollar ($1.00) per hour for each additional ticket or trade certificate.

16.4 Employees are eligible for reimbursement for books and course fees for all relevant trade certifications upon proof of completion. Employees will be governed in accordance with the Company Tuition reimbursement policy and will be required to repay the company on a prorated basis should they leave the company within one year of completing any course or completion of certification.

ARTICLE 17 – TEMPORARY PERFORMANCE OF HIGHER DUTY

17.1 An employee assigned to temporary relief in a higher paid classification shall be paid as if he/she had been promoted to same for the entire time period in which they are assigned to duties at the higher classification.

17.2 An employee assigned to temporary relief in a higher paid classification shall be paid at the bottom rate of the classification they are assigned to.

ARTICLE 18 – ABSENCE FROM DUTY

18.1 No employee shall absent himself/herself from the Employer's premises during the hours of work except with the consent of supervisory personnel.

ARTICLE 19 – VACATIONS

19.1 Vacation use and accrual shall be governed in accordance with the Company Policy.

19.2 Notwithstanding 19.1, and for clarity, at the end of each calendar year and upon Company approval, employees may carry over forty (40) hours of unused vacation. Any unused vacation over forty (40) hours can be carried over with approval of the Company.

19.3 Vacations shall be taken at times mutually agreed upon between the Company and the Employee.

19.4 Vacation Entitlement

Subject to Article 19.1 and 19.2, employees shall be entitled to the following vacation with pay each year:

Years of Service	Equivalent Weeks
0 - 6	3
7 - 14	4
15 +	5

Employees shall progress to the next annual vacation threshold the first of the month following the completion of 6 years of service and the completion of 14 years of service.

19.5 The scheduling of vacation will be in accordance with the employee's years of service with the Company. Subject to operational requirements, "prime time" shall be defined as the months of July and August.

19.6 In the case of termination of employment, the Company shall pay to the employee any vacation pay owing to him/her in respect of any prior completed year of employment plus the vacation pay owing to him/her for the current year.

19.7 In the case where a Saturday shift falls at the start or end of an employee's scheduled vacation, the employee may exchange shifts with another employee in the same classification at no added cost to the Company.

19.8 Once vacation dates have been submitted to the Company, the Company must approve the vacation within no more than one (1) month. Once approved, vacation dates may only be changed with mutual consent, except in the case of emergency.

19.9 Up to one (1) week of an employee's annual vacation allotment may be taken in single day increments throughout the course of a year. The employee's remaining vacation time for the year is to be scheduled in week-long blocks.

ARTICLE 20 – GENERAL HOLIDAYS

20.1 The following shall be recognized as statutory holidays with pay at regular straight time hourly rates:

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- B.C. Day
- Labour Day

- National Truth and Reconciliation Day
- Remembrance Day
- Thanksgiving Day
- Christmas Day
- Boxing Day.

20.2 In addition to pay for the holiday, an employee required to work on the statutory holiday will be paid not less than one and one-half (1 ½ X) times his/her regular hourly rate of pay for all hours worked on that day.

20.3 For those employees working a modified or compressed work schedule, where the statutory holiday falls on a non-working day, the employee may bank what would have been their regular hours for that day, to be used at time agreed upon between the Company and the employee.

20.4 **Employees will not be regularly scheduled for hours from 18:00 Christmas Eve until 06:00 Boxing Day, and from 18:00 New Year's Eve until 06:00 New Year's Day.**

The Employer may require two (2) employees to be on call for twelve (12) hour periods during these hours. Employees will be paid $200 for being on call.

Employees who work between the hours of 18:00 Christmas Eve until 06:00 Boxing Day, and from 18:00 New Year's Eve until 06:00 New Year's Day

will be paid double time for all hours worked during these hours in addition to holiday pay.

Volunteers to be on call will be sought. Should there be insufficient volunteers, the junior qualified employees will be required to be on call. No employee would be required to be on call for more than one of the twelve (12) hour periods in any year.

ARTICLE 21 – TECHNOLOGICAL CHANGE

21.1 Technological change shall be defined as:

a) the introduction of equipment or material of a different nature or kind than that previously utilized by the Company in the operation of the work, undertaking or business; and

b) a change in the manner in which the Company carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.

21.2 In the event the Company plans to eliminate positions as a result of technological change, which results in the permanent layoff of employees, the Company shall give the Union and the employees a minimum of one hundred and twenty (120) calendar days' notice of such. When the notice referred to above indicates that thirty (30%) per cent or more of employees are negatively affected, the Company

and the Union agree to meet within thirty (30) days to review the opportunities and options available to employees.

21.3 No lay-offs may become effective until after the notice period is complete.

21.4 This Article is intended to assist employees affected by technological change and accordingly Sections 52, 54, and 55 of the *Canada Labour Code* with respect to Technological Change do not apply during the term of this Agreement.

ARTICLE 22 – SEVERANCE PAY

22.1 In the event an employee is terminated as a direct result of a permanent plant closure, consolidation, technological change, contracting out work or for any other reason other than just cause, such employee shall be entitled to severance pay. Severance pay shall be equal to two (2) weeks' base pay for each year of service, pro-rated for partial years and part-time hours, to a maximum severance of twelve (12) months' base pay. For the purposes of severance, service shall include all continuous service with the Company and its predecessor Companies for which severance was not provided.

22.2 An employee who is permanently laid off under circumstances to which this Article may apply may elect to abandon his/her recall rights and accept severance pay provided the employee makes the

election to take severance during the first three (3) months of his/her layoff. A laid off employee who accepts severance pay shall forfeit his/her employment and all seniority rights, including any further right to recall.

22.3 Sections 214 to 229 of the *Canada Labour Code* with respect to Group Terminations do not apply during the term of this Agreement.

ARTICLE 23 – SCALE OF WAGES, CLASSIFICATIONS AND GRADES

23.1 The Classifications and annual salary ranges for employees covered by this Agreement shall be set forth in Schedule A which shall form part of this Agreement.

23.2 **The Company shall notify the Union of any new job titles introduced to the bargaining unit and any substantially changed job descriptions. The salary ranges for new or revised positions shall be subject to negotiations between the parties and negotiations shall commence respecting the new position within ten (10) calendar days.** The actual rate for the position remains subject of continued negotiations or may be referred to an appeals procedure (to be devised within the life of this contract). Exceptions to this procedure shall be subject to agreement between the Company and the Union.

IMPLEMENTATION OF SALARY SCHEDULE A

23.3 The following special conditions shall apply to the implementation of Schedule A – Salary Schedule in recognition of instituting a uniform salary system for all employees:

The classification and annual salary ranges in Schedule A shall apply January 1, 2016, or as otherwise agreed.

ARTICLE 24 – PART-TIME EMPLOYEES

24.1 Seniority for part-time employees will be earned on the basis of eight (8) hours of work equaling one day service and shall, on completion of the probationary period, be counted from date of commencement.

24.2 Part-time employees will pay Union dues in accordance with the provisions herein.

24.3 Pension and Benefit eligibility for Part-Time employees will be in accordance with Company Policy.

ARTICLE 25 – EFFECTIVE DATE AND DURATION OF AGREEMENT

25.1 This Agreement shall be effective from the 1st day of January, **2026**, and shall be valid until the 31st day of December, 2025, and thereafter from year to year unless a written notice is given by either party within the period of four (4) months immediately

preceding the date of expiration of the term of this 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.

Signed at Chilliwack, British Columbia on the **day of , 2026**.

ON BEHALF OF THE COMPANY	**ON BEHALF OF THE UNION**
Darren Lidberg	*Mason Van Luven*
Carolyn Leonard	*Rob Macken*
	Jordan Jefferson
	Jordan Cousins

SCHEDULE A

Employees shall be paid in the following salary ranges according to their classification. An employee's pay level within the range will be determined based on the employee's demonstrated performance, as determined by the company. An employee's placement in the range at time of hire is at the sole discretion of the Company. The parties recognize the salary ranges and the salary paid to individual employees are minimums.

The Company reserves the right to implement, amend and cancel employee retention programs, share purchase programs, incentive plans and market supplement programs in its sole and absolute discretion.

The Company agrees to conduct a **bi-annual** performance review for each employee. Notwithstanding this, if the Company fails to conduct an annual performance review for an employee, that employee will automatically progress to the next step in the classification.

Generally, it is expected that employees will advance from entry to performing within nine (9) months in a new classification, provided that they are meeting the requirements of the position.

WAGES

Effective January 1, **2026**, and retroactive to that date, the Company shall increase the rates of pay **by the percentage determined by Nutreco's Cost of Living calculator. (As of January 1, 2026 – 3.5%)**

Effective January 1, 2027, the Company shall increase the rates of pay by the percentage determined by Nutreco's Cost of Living calculator.

Employees, who have been red circled, will be eligible to receive a lump sum payment equal to the respective rate of pay increase set out in "Wages" above, of their base pay, which will be paid in accordance with the terms and conditions of the Company policy.

"Base Pay" shall not include over-time pay, shift differential, pay in lieu of vacation and bonus or incentive pay.

TROUW SALARY STRUCTURE

Effective January 1, 2026			
Classification	**Entry**	**Performing**	**Advanced**
Class 1	**$25.02**	**$25.69**	**$26.36**
Class 2	**$28.39**	**$29.07**	**$29.75**
Class 3	**$30.42**	**$31.09**	**$31.77**
Class 4	**$33.11**	**$34.48**	**$35.82**
Class 5	**$36.49**	**$37.17**	**$37.85**
Class 6	**$39.21**	**$39.89**	**$40.56**
Class 7	**$41.34**	**$42.02**	**$42.64**

TROUW COMPENSATION STRUCTURE

Classification	Position
Class 1	Warehouse 1 (Housekeeping/Forklift)
Class 2	
Class 3	**Warehouse 2** **(Warehouse OR** **Bagger Skill + Receiving)**
Class 4	**Warehouse 3** **(Warehouse AND** **Bagger Skill + Receiving)**
Class 5	
Class 6	Operator 2 (PM AND Mixing AND Bulk Shipping/Receiving) **and Maintenance 1**
Class 7	Operator 3 (PM AND Mixing AND Bulk Receiving/Shipping skills AND Class 4 Ticket) and Maintenance 2

SCHEDULE B

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

1. Article 4 Maintenance of Membership.

2. Temporary employees shall be paid within the ranges according to their classification. Payment above these minimums shall be at the discretion of the Employer.

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 or her seniority recognized from the date the employee was first hired provided that there is no interruption of service.

4. All other entitlements will be in accordance with the *Canada Labour Code*.

SCHEDULE C

BOOT ALLOWANCE:

It shall be a condition of employment that appropriate safety footwear be worn where designated by the Company. Regular employees who are required to wear safety footwear shall be provided with a payment of two hundred dollars ($200.00) per approved purchase.

SCHEDULE D – Maintenance Standby

Standy-by shall mean any period of not more than eight (8) hours during which time an employee is not on regular duty but has been assigned standby duty and must be available to respond to any request to return to duty.

Employees who are assigned to standby shall be paid a standby premium calculated at the rate of one and half (1.5) hours of regular pay for each period of assigned standby.

Letter of Understanding #1
Re: Continuous Improvement Working Group

Whereas the Parties agree that there are a number of outstanding process-based issues which would be best resolved at a local level; and

Whereas the Parties are committed to advancing progress on these issues during the life of the Agreement;

Therefore, the Parties agree as follows:

1. Following ratification, the Parties will establish a Continuous Improvement Working Group.

2. The membership of the Working Group will consist of the Production Managers, the Warehouse Manager, an employee working in the Mill, and an employee working in the Warehouse. The Plant Manager may attend meetings from time to time as an observer.

3. The Working Group shall be tasked with making recommendations to the Plant Manager.

4. Recommendations made by the Working Group shall be given full consideration.

5. The Working Group shall specifically take up the following matters for consideration, but may add additional items as necessary:

    a) Vacation scheduling;

b) Overtime sign-up and allocation;

c) Scheduling and process of lunch breaks;

d) Communication of relevant work-related information;

e) December work load management.

Letter of Understanding #2
Re: Sole Power Engineering Ticket Meal Breaks

Effective date of ratification, in cases where there is only one employee on site with a power engineering ticket, that employee shall be entitled to have their 30-minute meal break be paid. The meal break will be paid at straight time and will not count as hours worked for the purposes of overtime, vacation or holiday pay calculations.

In the event that there is additional clarity provided by Technical Safety BC as to when a ticketed individual must be on site, the parties agree to meet and discuss whether amendments to this arrangement will be required.

NOTES