Memorandum of Settlement

Between

Trouw Nutrition

And

Grain & General Services Union

Covering
the Trouw Nutrition Bargaining Unit

Reached July 17, 2026

The above parties agree to implement the following changes to the Collective Agreement effective January 1, 2026 unless otherwise set out in the settlement. These terms are subject to ratification of the members of the Union.

Article 1 - Scope & Definition

1. The Parties agree;

   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.

Article 2 - Spirit and Intent

2. The Parties agree;

   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 4 - Company Relations

3. The Parties agree;

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

Article 7 – Grievances

4. The Parties agree;

   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…

…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) months period, and such references…

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 the decision at Step 3, or from the expiry of the time limits in Step 3, whichever is the earlier. ~~Within seven (7) working days of receipt of such written notice, each party shall appoint a nominee. Within a further seven (7) working days the nominees shall meet and appoint a Chairperson to the Board. If the two nominees fail to agree and fail to appoint a Chairperson within seven (7) working days of their initial meeting, they shall request the Minister of Labour for Canada to appoint a Chairperson of the Arbitration Board and the person so appointed shall be duly empowered to act accordingly. Upon agreement between the Company and the Union the Board may consist of a single arbitrator.~~ 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.

Article 8 – Arbitration ~~BOARD~~

5. The Parties agree;

8.1 The ~~Arbitration Board~~ Arbitrator under ~~Article 6~~ 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 ~~Arbitration Board~~ Arbitrator shall have the power to award a penalty or amend a penalty imposed by the Company.

8.2 The decision of the ~~Board or a majority of the arbitrators~~ Arbitrator shall be final and binding upon the parties hereto and upon any employee or employees concerned. ~~If there is no decision by a majority of the Board, then the decision of the Chairperson shall be similarly final and binding.~~

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

~~its nominee and for one half the expenses and/or fees payable to the Chairperson of the Board~~ the Arbitrator.

Article 10 – Retirement Plans

6. The Parties agree;

10.1 All eligible employees ~~may elect to~~ **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 and Safety

7. The Parties agree;

11.2 The parties recognize that the maintenance and development of the employees' general well-being constitutes 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.

~~The Company and the Union recognize the need for constructive and meaningful consultations on health and safety matters. To this end, a joint safety committee shall be established. The meetings of the joint health and safety committee must have a least two (2) union members present, and one must be the Co-chair.~~

The Company and the Union recognize the need for constructive and meaningful conversations 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.

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

~~Additionally, at least one (1) joint safety meeting must occur every two (2) months, or if a health and safety-related incident occurs, either the Union or Company can serve written notice that a joint safety meeting must be held within twenty-one (21) days of notice served. Members are paid for attending the joint health and safety meeting.~~

~~As part of the Company's onboarding procedure, new employees will be given a tour of the facility by a member of the Health and Safety Committee.~~

Article 12 – Vacancies, Lay-Off & Recall

8. The Parties agree;

12.3 When filling vacancies, performance, skill, ability, qualifications, merit, 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.

12.5 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 greatest seniority. The company shall not make decisions that are arbitrary or discriminatory in nature. Recall from layoff will be done on the same basis.

12.7 An employee who is laid off shall endeavor to obtain an alternate position by bidding on vacancies in accordance with Article ~~10.1~~ 12.1. Bumping shall not be permitted.

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 ~~registered mail~~ 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 ~~mailed~~ emailed, the Employee will lose their recall rights and employment will terminate.

Article 13 – Leaves Of Absence

9. The Parties agree;

MATERNITY/PARENTAL/ADOPTION~~/CHILD CARE~~ LEAVE

13.4 ~~An employee who has at least six hundred (600) hours of service with the Company is entitled to and shall be granted maternity/adoption/child care leave of absence without pay in accordance with the provision of the *Canada Labour Code*.~~ Maternity, parental and adoption leave shall be governed in accordance with the *Canada Labour Code* and corporate policy, both as amended.

…

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 ~~her~~ **~~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

10. The Parties agree;

14.2 A probationary employee may grieve a dismissal but the answer provided at Step 3 of Article ~~6~~ 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

11. The Parties agree;

15.7 Subject to operational requirements, the Company will notify the union and provide ~~twenty one (21)~~ fourteen (14) days' notice period to affected employees of a regular schedule change.

~~A schedule refers to an arrangement of shifts over a specific calendar period.~~

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 ~~twenty-one (21)~~ fourteen (14) calendar days' notice period, the employees will be paid a premium of time and a half (1 ½ x) for all shifts 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. ~~all of the hours affected by shifts(s) changed in that forty-eight (48) hour window.~~

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. ~~If employee(s) on shift decline to work the available overtime, then the available overtime must be offered to employee(s) based on the executive list provided by the Union on a monthly basis. If those on the executive list decline to work the available overtime, then the Company reserves the right to require overtime.~~ All overtime must be authorized by management or designate. Employees shall only be compensated for authorized overtime.

…

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 19 - Vacations

12. The Parties Agree;

…

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[1].

Article 20 – General Holidays

13. The Parties agree;

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

[1] Item overlooked during MOA editing/review process. Will be discussed with the Company.

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.

~~20.4 No employee covered by this agreement shall be required to work 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.~~

~~Employees who may voluntarily agree to work between these prohibitive hours shall be provided reasonable and advance notice of the holiday schedule, taking into account the need for adequate time for planning and preparation. The employee(s) available to volunteer for work between these prohibitive hours will be supplied to the Company per the Union's monthly executive list.~~

~~Notwithstanding Article 20.4, paragraph 2, if there are no volunteers available to work between those hours, the Company will require that employee(s) whose regularly scheduled shift falls within the prohibitive hours to work the remainder of their scheduled shift(s)~~

~~Those employees shall be entitled to holiday pay per Article 20.2 and 20.3, and will be paid not less than one and half (1 ½ x) times his/her regular hourly rate of pay for all hours worked between the prohibited hours outlined in Article 20.4, paragraph 1.~~

Article 23 – Scale Of Wages, Classifications And Grades

14. The Parties agree;

…

23.2 ~~The salaries, job description, and schedules for new positions or revised positions shall be the subject of negotiations between the Company and the Union. When a job description for a new position has been~~

~~submitted to the Union by the Company, negotiations shall commence respecting the scope and salary for the position within ten (10) calendar days. Where agreement cannot be reached regarding rate of pay within five (5) working days of commencement of negotiations, the position may be advertised at the lesser of the two rates proposed by the parties and may be filled on that basis. The advertisement of the position will note the fact that negotiations relative to the pay rate are continuing.~~ 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.

~~The Employer shall notify the Union of any new or revised classification being introduced to the bargaining unit.~~

…

Article 25 - Effective Date and Duration of Agreement

15. The Parties agree;

25.1 This Agreement shall be effective from the 1st day of January ~~2024~~ 2026, and shall be valid until the 31st day of December ~~2025~~ 2027, 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 a new

Agreement until negotiations for revision or amendments hereto have been concluded and a new Agreement superseding this Agreement has been duly executed.

Schedule A

16. The Parties agree;

…
The Company agrees to perform ~~an annual~~ 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.

17. The Parties agree;

WAGES

a) Effective January 1, ~~2024~~ 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%)

b) Effective January 1, ~~2025~~ 2027, the Company shall increase the rates of pay by the percentage determined by Nutreco's Cost of Living calculator.

*NOTE: Members are eligible for the bonus (for MOA purposes)

Current wages for Dec 31, 2025 (not adjusted for Jan 1, 2025 proposed wage increase)

Classification	Entry	Performing	Advanced
1	$24.17	$24.82	$25.47
2	$27.43	$28.09	$28.74
3	$29.39	$30.04	$30.70
4	$31.99	$33.31	$34.61
5	$35.26	$35.91	$36.57
6	$37.88	$38.54	$39.19
7	$39.94	$40.60	$41.20

Updated wage grid to reflect January 1, 2026 Cost-of-Living adjustment of 3.5%

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

18. The Parties agree;

    Warehouse workers will be advanced up from their current classification to the next one. Warehouse positions will also include "Receiving" as part of their duties, as described below.

Job Titles	Current Classification	Proposed Classification
Warehouse 2	2	3
Warehouse 3	3	4

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 Shipping/Receiving AND Class 4 Ticket) & Maintenance 2

Letter of Understanding #1 – Re: Continuous Improvement Working Group

1. The Parties agree;

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

2. The Parties agree;

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.