COLLECTIVE AGREEMENT

between

MASTERFEEDS INC.

Cavan, Ontario

(hereinafter called "the Company")

and

UNIFOR and ITS LOCAL 222

(hereinafter called "the Union")

Term: April 1, 2026 to March 31, 2029

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ARTICLE I – PURPOSE

1.01 The general purpose of this Agreement is to maintain the harmonious relationship between the Company and its employees and to provide an amicable method of settling any differences or grievances which may arise from time to time hereunder, and to further provide means of operating the Cavan Plant in a manner which will further in all possible ways the welfare and safety of the employees, and to co-operate in all matters to the mutual interest and advantage of the employees and the Company.

ARTICLE II – RECOGNITION AND COVERAGE

2.01 The Company agrees to recognize the Union as the sole and exclusive bargaining agent of all employees of Masterfeeds Inc. located at Cavan, Ontario, excluding Plant Supervisor, persons above the rank of Plant Supervisor and office and sales staff.

2.02 All employees shall, as a condition of employment, obtain and maintain membership in the Union and pay such initiation fees, regular union dues or special assessments as are uniformly levied.

2.03 Upon receipt of proper notification from the Union, the Company will deduct the amounts as stipulated in Section 2.02 above from each employee who has income equal to five (5) or more days' pay in any month. The Company further agrees to remit the amounts so deducted, together with a statement reflecting the deductions from each employee monthly to the Union.

2.04 Supervisory personnel will not under normal conditions, perform work customarily carried out by members of the bargaining unit, except in the training of employees, testing of equipment, developing of methods or standards, emergencies, assisting to overcome operating difficulties and in the performance of maintenance work.

2.05 It is understood that, in this Agreement, all references made to “him, he, his” refer to employees of either gender.

ARTICLE III – NEGOTIATING COMMITTEE AND STEWARDS

3.01 The Company acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than two (2) employees to deal with matters, which properly arise from time to time in connection with the renewal or modification of the Agreement.

3.02 The Company acknowledges the right of the Union to appoint or otherwise select two (2) Union Stewards to deal with grievances of employees. It is understood that a Steward will not leave their assigned duties for the purpose of servicing grievances or other Union activity without first obtaining permission from their Plant Supervisor and, when resuming their regular duties, will report to their Plant Supervisor. Such permission will not be unreasonably withheld. It is understood that such employees will not absent themselves from their duties unreasonably. On this express understanding, the Company agrees that stewards will not lose pay for time spent servicing grievances during their regular working hours.

3.03 The Union shall notify the Company in writing of the names of the Union Stewards and the Negotiating Committee members designated to transact Union business with the Company.

ARTICLE IV – RESERVATION OF MANAGEMENT FUNCTIONS

4.01 The Union acknowledges that it is the exclusive function of the Company to:

(a) maintain order, discipline and efficiency;

(b) hire, retire, discharge, classify, transfer, assign, direct, promote, demote, layoff and suspend or otherwise discipline employees for just cause.

(c) generally to manage the industrial enterprise in which the Company is engaged, and without restricting the generality of the foregoing, the kinds and locations of equipment, machines and tools to be used, the products to be handled, processed or manufactured, the scheduling and method of production, the allocation and number of employees required by the Company from time to time.

4.02 All the functions, powers and authorities, which the Company has not specifically abridged, delegated or modified by the Agreement, will be recognized as being retained by the Company.

4.03 All the foregoing is subject to the provisions of this Agreement.

ARTICLE V – RELATIONSHIP

5.01 The Company agrees that there shall be no discrimination, interference, restraint or coercion exercised against any employee because of their membership in or connection with the Union.

5.02 The Union agrees that there will be no Union activity on the premises of the Company, except as permitted by this Agreement or with the permission of the Company.

5.03 **NO HARASSMENT**
The Company and the Union are committed to providing a positive environment for staff. All individuals have the right to be treated with dignity and respect, consistent with our values. Each individual has the right to work in an atmosphere which promotes respectful interactions and is free from discrimination and harassment.

ARTICLE VI – HOURS OF WORK AND OVERTIME REGULATIONS

6.01 The standard workweek shall be forty (40) hours, and the standard workday shall be eight (8) hours. The foregoing does not constitute a guarantee of either daily or weekly hours. The Company will pay for hours worked except where otherwise stated in the Agreement. Overtime regulations shall not be a limitation upon the number of hours per day or days per week that the Company may operate its plant or schedule its employees.

6.02 The normal hours of work shall be as posted; however, the foregoing does not constitute a guarantee of shift schedules. The Company will attempt to provide reasonable notice whenever possible, of a change to existing hours of work.

(1) Process Equipment Operator
6:00 a.m. to 2:00 p.m.;
2:00 p.m. to 10:00 p.m.; and
10:00 p.m. to 6:00 a.m.

(2) Day Shift: Warehouse, Maintenance
8:00 a.m. to 4:30 p.m.; and
9:00 a.m. to 5:30 p.m.
1/2 hour unpaid lunch period.

(3) It is understood that a warehouse person working in the warehouse area and the maintenance employee who work days will have their starting hours established between 6:00 a.m. and noon.

6.03 Authorized work performed in excess of the standard work week or standard work day and work performed on the employee's first day of rest shall be paid at the premium rate of time and one-half times (1½ X) the employee's regular straight time rate of pay. The Company will give as much notice of such overtime work as possible.

6.04 Authorized work performed on the employee's second day of rest and time worked in excess of twelve (12) consecutive hours will be paid at double (2 X) the straight time rate of pay.

6.05 a) It is understood that overtime will be distributed as equally as is reasonable amongst those employees who are qualified and willing to perform the work. If there are insufficient volunteers to work the available overtime, mandatory overtime will apply.

b) When Mandatory Overtime is required, the Company will assign such overtime to those employees qualified to do the work on a rotating basis by reverse seniority (provided such overtime will not cause the affected employee(s) to exceed the legal limit of hours).

6.06 An employee who is required to work a minimum of two (2) hours' overtime after the completion of their regular shift shall be paid a ten dollar ($10.00) meal allowance. An additional meal allowance shall be paid for each additional four (4) hours of overtime.

6.07 The Company will schedule for each employee, a break period of ten (10) minutes during the first half and a second break period of ten (10) minutes during the second half of each regular shift. A ten (10)-minute break period will also be provided at the end of the shift before commencing overtime, if the overtime period to be worked is estimated to exceed one (1) hour.

6.08 An employee called in to perform emergency work not continuous with their regular work period nor previously scheduled by the Company, shall be paid the greater of:

a. Compensation equivalent to four (4) hours’ pay at the straight time rate, or
b. Compensation at the applicable overtime rate.

6.09 An employee who reports for work at the commencement of their assigned shift, without previous notification not to do so, shall receive a minimum of four (4) hours' work or four (4) hours' pay at their regular straight time rate.

6.10 Employees who are unable to report for duty on their scheduled shift shall make reasonable effort to notify the Company at least three (3) hours in advance of the commencement of their scheduled shift.

ARTICLE VII – GENERAL HOLIDAYS

7.01 Employees shall be paid for the standard number of hours which would have normally been worked by them respectively at the employee's regular straight time rate of pay.

New Year's Day
Good Friday
Victoria Day
Canada Day
Civic Holiday
Labour Day
National Day for Truth and Reconciliation
Thanksgiving Day
Christmas Day
Boxing Day
Floaters (3)*

The workday before Christmas Day or the workday before New Year's Day: in keeping with the current practice, employees may request one of these days as a paid holiday. The Company will assign such holiday based upon seniority and qualifications.

*Should the government enact legislation proclaiming another holiday, such additional holiday will replace one of the three (3) Floaters in the Collective Agreement.
*It is understood Floaters will be scheduled in advance at a mutually convenient time and will not normally be taken consecutive with annual vacation.

7.02 When a plant holiday falls on a weekend, the holiday will be observed on the Friday preceding or the Monday following.

7.03 An employee required to work on any of the above designated plant holidays will receive time and one-half times (1½ X) their regular straight time rate for work performed, in addition to any plant holiday pay to which they may be entitled under paragraph 7.01.

7.04 If an eligible employee who is required to work on a plant holiday fails to do so, they will not be paid for the holiday unless their absence is due to illness attested to by a doctor's certificate, if the Company considers such evidence to be necessary, or other reason acceptable to the Company.

7.05 When a plant holiday falls within an employee's vacation period, it may, by mutual agreement, be compensated for by an extra day's pay, or taken consecutive with the employee's vacation or at a later mutually convenient date. If mutual agreement cannot be reached on a compensatory day off, the employee shall receive payment for such day or days.

ARTICLE VIII – VACATIONS WITH PAY (Effective January 1, 2025)

8.01 The Union acknowledges that the Company has the right to schedule vacations at any time during the year, however, a sincere effort will be made to grant vacations at the time or times wanted by the employee, giving longer service employees preference. Vacations of more than two (2) weeks during July and August will not necessarily be scheduled consecutively. Should the Company elect to close the plant for a one (1)- or two (2)-week vacation period, all eligible employees will take vacations at that time, provided their services are not required for particular work.

8.02 A notice will be posted on January 1st of the current calendar year requesting employees to state their choice of vacation dates. Such notice will be removed by the Company on February 1st and the vacation schedule prepared in accordance with the other provisions of this Article and posted within seven (7) days. Requests to reschedule vacation periods after that date will be considered by the Company, provided the rescheduling does not interfere with the vacations of other employees or with the efficient operation of the plant.

The approval of full weeks' vacation will be given priority over individual days.

8.03 Vacation entitlement shall be calculated on the basis of length of continuous service with the Company as of December 31 of the current calendar year. The vacation year and vacation utilization are also based on the calendar year and thus begins on January 1st. An employee may, with their manager's approval, begin to take a portion of their anticipated entitlement as outlined in this Article, in advance of accumulating their full entitlement.

8.04 Annual vacation entitlement for full-time employees is determined as follows:

Years of Completed Service

Vacation Time

Vacation Pay Accrual

Years of Completed Service	Vacation Time	Vacation Pay Accrual
New Hire	Prorated to a 2-week maximum	4% of anticipated earnings
1 year or more	2 weeks	4% of anticipated earnings
5 years or more	3 weeks	6% of anticipated earnings
10 years or more	4 weeks	8% of anticipated earnings
18 years or more	5 weeks	10% of anticipated earnings
26 years or more	6 weeks	12% of anticipated earnings

8.05 During the year in which an employee becomes eligible for increased vacation entitlement, they shall commence accrual of same on January 1st of that year.

8.06 Where an employee leaves the employ of the Company, and the amount of paid vacation (i.e., previously paid to the employee) is greater than the amount accrued, the difference between the two will be reconciled on the final payment(s) paid to the affected employee. If the amount owing to the Company is greater than the employee's final payment(s), they will reimburse the Company the difference.

8.07 An employee having one or more years of service in the current vacation year, will be entitled to vacation pay as described in paragraph 8.04, except that if the employee has worked sixteen hundred (1,600) hours or more during the prior vacation year, their vacation pay will not be less than forty (40) hours' pay at their basic straight time rate for each week of vacation entitlement. In the case of an employee who works less than sixteen hundred

(1,600) hours during the prior vacation year, their vacation pay in the subsequent vacation year will be calculated at the ratio that their hours worked bear to sixteen hundred (1,600).

8.08 Vacation pay will be paid when vacations are taken, and may be requested in half-day increments. It is expected that employees will use all of their paid vacation annually. Employees will receive their wages based upon their regularly scheduled hours of work at their regularly scheduled rate of pay (i.e., no overtime) when they take vacation. The balance of any vacation monies accrued that year, over and above what has been paid out (if any), will be determined after December 31. If the employee has accrued unused vacation pay in that year (i.e., by December 31), the payment of such monies will be made sometime thereafter at the discretion of the Company and not later than March 31st, unless otherwise mutually agreed. In special circumstances and by mutual agreement, employees may be allowed to use such vacation monies towards their vacation in the following year.

8.09 Subject to the provisions of paragraph 8.06 above, an employee who voluntarily quits or leaves their employment for other reasons, will receive accrued vacation pay that has not yet been paid out (if any) in accordance with the above.

8.10 Subject to the provisions of paragraph 8.06 above, an employee discharged for cause will receive accrued vacation pay that has not yet been paid out (if any) in accordance with the *Canada Labour (Standards) Code*.

8.11 An employee shall take their vacation during the applicable vacation year. Accumulated vacation shall not be carried forward into the next vacation year unless authorized by the Company.

8.12 Vacation pay will not be paid to an employee in lieu of taking their vacation unless such circumstances are the result of terminating employment.

ARTICLE IX – GRIEVANCE PROCEDURE

9.01 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible and it is generally understood that an employee has no grievance until they have first given to their supervisor an opportunity to adjust their complaint, and that such complaint shall be registered within fifteen (15) working days of the alleged circumstances coming to the knowledge of the employee.

9.02 If such complaint is not settled to the satisfaction of the employee concerned, it may be taken up as a grievance within five (5) working days, in the following manner and sequence:

Step No. 1

Between the aggrieved employee who shall be accompanied by the Union Steward and the supervisor, at which time a written record of the grievance shall be submitted and signed by the employee. The supervisor shall give their reply in writing not later than five (5) full working days following receipt of the grievance. Failing settlement, then:

Step No. 2

Within five (5) full working days of the written notice referring the grievance to Step No. 2, a meeting will be arranged between the aggrieved employee, an accredited representative of the Union, and the local Manager or another representative of the Company. The Company shall reply in writing within five (5) full working days of this grievance meeting. If the grievance is not satisfactorily resolved at Step No. 2, including any question as to whether a matter is arbitrable, the grievance may be referred to arbitration provided in Article X by notice in writing to the Company within five (5) full working days after the Company's reply at Step No. 2. If no written request for arbitration is received within fourteen (14) days after the decision in Step No. 2 is given, it shall be deemed to have been settled or abandoned. An extension of the time limits may be mutually agreed upon by the parties.

9.03 Saturdays, Sundays and plant holidays will not be counted in determining the time within which any action is to be taken or completed in each of the steps of the Grievance Procedure or under Article X. Any and all time limits fixed by this Article and Article X may at any time be extended by agreement between the Company and the Union.

9.04 All decisions arrived at between the representatives of the Company and the Union shall be final and binding upon the Company, the Union and the employee or employees concerned.

9.05 When a complaint or grievance which affects the rate of pay of an employee is settled and as a result the employee receives an increase in their rate, such increase shall be paid retroactively to the date the error was made or such other date as may be agreed upon.

9.06 Discipline

i) A Union Steward or alternate will be present when an employee is formally disciplined, if they so choose.

ii) If an employee with seniority is dismissed or suspended for any reason and feels they have been unjustly dealt with, they may inform their Steward who shall, if a grievance is to be filed, file such written grievance with the Company within eight (8) working days of the suspension or dismissal. The dismissal or suspension shall then be dealt with under the grievance procedure herein, beginning with the Second Step. Notice of dismissal or suspension and the reason therefore shall be given in writing with a copy to the Union on the same date. If subsequently it is decided that the employee was unjustly dismissed or suspended, they shall be reinstated in their former job and compensated for such time lost as is determined by the grievance or arbitration procedure, or such other settlement as is deemed to be just and equitable.

9.07 The Union or the Employer may file a policy grievance in appropriate circumstances. A policy grievance is defined as a difference concerning the interpretation or application of this Agreement or the law that seeks to enforce an obligation to the Employer to the Union or the Union to the Employer. A policy grievance shall not be brought with respect to matters capable of being filed as individual grievances or in respect of remedies or relief that effect individual employees. A policy grievance shall be initiated in writing at Step No. 2 of the grievance procedure within five (5) full working days of notice of the act causing the grievance.

9.08 An employee who receives a written discipline notice from the Company shall have the discipline removed from their record after a period of two (2) years, provided that during such period, they have not received other related disciplinary action.

ARTICLE X – ARBITRATION

10.01 Prior to proceeding to arbitration, the parties may mutually agree to utilize the services of a Grievance Mediator.

10.02 Whenever either party to the Agreement submits any grievance to arbitration, written notice shall be given to the other party formally stating the subject of the grievance and the Agreement clause allegedly violated, and at the same time nominating an Arbitrator. If the recipient of the notice does not agree with the nomination, the parties will meet forthwith and attempt to select an alternative. If the parties fail to agree on the selection of an Arbitrator, the Federal Minister of Labour will be requested to make the appointment. As soon as the Arbitrator is appointed, they shall convene a meeting to hear the evidence and representations of the parties, and render a decision as soon as possible.

10.03 No person shall be selected as an Arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

10.04 No grievance shall be considered by the Arbitrator unless it has been properly carried through all previous steps of the Grievance Procedure.

10.05 The Arbitrator shall not have jurisdiction to alter or change any of the provisions of this Agreement or to substitute any new provisions in lieu thereof, or to give any decision inconsistent with the terms and provisions of this Agreement, or to deal with any matters not covered by the Agreement.

10.06 The parties will jointly bear the expense of the Arbitrator.

ARTICLE XI – NON-INTERRUPTION OF WORK

11.01 The Company agrees that there will be no lockout during the term of this Agreement.

11.02 The Union agrees that during the term of this Agreement there will be no strike, slowdown or other stoppage of work or interference with production and will advise its members of this responsibility.

ARTICLE XII – SENIORITY

12.01 An employee's seniority date shall be in accordance with article 12.02 and established during their current period of employment with the Company from which there has been no quit or discharge to break their continuous service.

12.02 A new employee will be on probation and will not acquire seniority until they have worked for ninety (90) days accumulated over a period of six (6) consecutive months (**). On completion of this probationary period, their seniority shall be established as the date ninety (90) consecutive working days prior to the day on which their completed their probationary period. During the probationary period, an employee may be discharged for any reason and the discharge shall be deemed for just cause.

Students hired for summer work will not accrue seniority. If retained beyond the summer for permanent work, their seniority date will be calculated in accordance with this paragraph including their period of summer employment.

(**) Note: In the event that the Company utilizes a person from an Agency and that employee satisfies the conditions above and an offer of employment is made, then the person will be granted seniority in accordance with this Article 12.02. It is understood that this ninety (90) day period may be extended in writing by mutual agreement between the parties.

12.03 A seniority list showing each employee's seniority date will be prepared by the Company and posted on the plant bulletin board and a copy will be provided to the Local Union. The list will be upgraded as changes occur. An employee who believes their seniority is incorrectly shown may take the matter up as a grievance.

12.04 An employee shall lose all seniority and their name shall be removed from the employment records of the Company when they:

(a) quit,

(b) are discharged for just cause,

(c) fail to report from layoff or are laid off for a period exceeding their recall rights as provided in paragraph 13.03,

(d) receives severance pay as provided herein,

(e) are absent for three (3) consecutive working days without advising their immediate supervisor and without being able to justify the absence to the satisfaction of the Company,

(f) retire.

12.05 When an employee is promoted out of the bargaining unit, they will retain seniority for a period of six (6) months, after which they will lose all bargaining unit seniority.

If an employee returns to the bargaining unit within six (6) months of the promotion they will be placed in their previous position. If they do not have the seniority to go back into the position, they will exercise their rights according to their seniority and qualifications.

ARTICLE XIII – LAYOFF AND RECALL

13.01 When it becomes necessary to reduce the working force of employees, seniority will prevail so long as it does not prevent the Company from maintaining a working force of employees who possess the skill, ability, experience and physical fitness to capably perform the work which is available and are willing to do such work at the scheduled rate for the job. In such cases where an employee with seniority accepts a lower rated job rather than be laid off, their regular rate will be protected for a maximum period of thirty (30) days. Short time operations is not considered lay-off for purposes of this Article.

In the event of a layoff, a senior person may request the layoff. It is at the Company's sole discretion to grant such a request.

13.02 Laid-off personnel will be recalled from layoff on the basis of seniority provided those recalled possess the skill, ability, experience and physical fitness to capably perform the work which is available. Employees will be allowed up to five (5) days to report from layoff if such a delay is requested at time of recall. Recall will be made by telephone and if this means is unsuccessful, the employee will be advised by couriered or registered letter at the last address they made known to the Company.

13.03 An employee with three (3) or more years' seniority who is laid off for a period in excess of twenty-four (24) months or an employee with less than three (3) years' seniority who is laid off for twelve (12) months, or an employee who fails to report from layoff when recalled, will have their seniority standing cancelled and their name removed from the employment records of the Company.

13.04 It is the responsibility of the employee to keep the Company informed at all times of their current address and a current telephone or cell number through which they can be reached.

ARTICLE XIV – TEMPORARY TRANSFER, PROMOTION AND JOB POSTING

14.01 An employee temporarily assigned to a higher-rated job shall be paid at the higher rate providing the assignment exceeds one hour's duration. An employee temporarily assigned to a lower-rated job will continue to receive their regular rate, except in cases where such employee requests a lower rated job or is assigned to a lower-rated job for disciplinary or health reasons. Temporary assignments should not be confused with regular transfers or promotions or with job changes caused by layoff.

14.02 Selection for job vacancies within the bargaining unit shall be the senior applicant who has sufficient skill, ability, and physical fitness to fulfil the job requirements.

14.03 When the Company elects to fill a permanent job vacancy that occurs within the complement of jobs, such vacancy shall be posted on the bulletin board for three (3) working days. An employee may indicate their desire to be considered for the vacancy by adding their name to the job poster. Applicants will be considered by the Company in accordance with Article 14.02. The successful applicant shall receive the rate of the new job upon assuming the full duties.

14.04 An employee who has successfully bid to a new classification shall be on probation in that classification for a period of thirty (30) days worked. During this period the employee may be returned by the Company to their former classification. In such case, an employee will not be eligible to bid on another posting for a period of six (6) months unless mutually agreed by the employee and the Company.

14.05 The Company will endeavour to provide temporary, modified/transitional work for injured workers, in accordance with Provincial and Federal requirements. Such transitional work programs will not be considered by the Union or the Company to be the same as temporary transfers or assignments, promotions, or permanent work arrangements. These are developed to assist the injured worker in their recovery and are excluded from the job posting process. Refer to Article 18.04 for additional information on transitional work programs.

ARTICLE XV – WAGE RATES

15.01 Wage rates shall be in accordance with the Schedule of Wage Rates and Job Classifications attached hereto as Schedule 1.

15.02 In addition to the wage rates in Schedule 1, a shift premium of seventy cents ($0.60) per hour shall be paid for work performed on a regularly scheduled afternoon or night shift. Effective October 2, 2023, the shift premium will be increased to seventy cents ($0.70) per hour. Effective April 1, 2024, the shift premium will be increased to seventy-five cents ($0.75) per hour. Effective April 1, 2025, the shift premium will be increased to eighty cents ($0.80) per hour.

It is understood that whenever overtime premium and shift premium are payable for the same hours, the overtime premium does not apply to the shift premium.

15.03 When an employee in maintenance is required to provide their own tools, the Company agrees to replace any such tool that is broken or worn out on the job. Replacement tools will be of equal value. It is understood that the Company is not responsible for replacement if the breakage is due to misuse or negligence or if it is not necessary to the normal performance of the job.

ARTICLE XVI – BULLETIN BOARDS

16.01 The Company shall provide reasonable space on bulletin boards in the plant for the posting of official Union notices. Such notices will be approved by Management before posting.

16.02 The Company shall provide a Safety Bulletin Board, separate from general notice boards, on which to post JHSC information, meeting minutes and other health and safety related data as required.

ARTICLE XVII – LEAVE OF ABSENCE

17.01 The Company, at its discretion and subject to any applicable legislation and the Company’s Employee Group Insurance Plans, may grant leave of absence to any employee for legitimate personal reasons. Any person who is absent with written permission shall not lose their seniority.

17.02 **Union Business:** In the case of leave to attend Union business, it is understood that normally, not more than two (2) employees will be absent at any one time. The Union will give the Company at least one week's notice of such leave.

17.03 **Bereavement:** In the event of the death of an immediate relative, an employee will be granted a leave of absence up to five (5) consecutive days for the purpose of attending and, where necessary, making arrangements for the funeral. Such employee shall be paid their straight time basic rate excluding shift or other premium for the scheduled hours they otherwise would have worked during such leave. "Immediate relative" shall mean an employee's mother, father, spouse, son and daughter.

In the event of the death of a related family member, an employee will be granted a leave of absence up to three (3) consecutive days for the purpose of attending and where necessary, making arrangements for the funeral. Such employee shall be paid their straight time basic rate excluding shift or other premium for the scheduled hours they otherwise would have worked during such leave. “Related family member” shall mean an employee’s brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, son-in-law or daughter-in-law.

"Employee" shall mean a regular full-time employee of the Company who has completed their probationary period.

17.04 **Jury Duty / Subpoenaed Witness:** When an employee is called by the Crown for jury duty or as a subpoenaed witness, provided such subpoena is not applied to any proceeding between the parties bound by this agreement, and must, as a result, lose time from work, the Company agrees to pay such employee the difference between the fee received from the Crown and the employee's straight time basic rate, excluding shift or other premium for the scheduled hours they otherwise would have worked.

ARTICLE XVIII – WELFARE BENEFITS AND SAFETY

18.01 The Company agrees to pay the premium costs of the following insurance plans, subject to the conditions set forth in a Letter from the Company to the Union, appended to this Agreement, which shall be continued during the term of this Agreement.

- Accidental Death & Dismemberment
- Weekly Indemnity
- Employee Life
- Extended Health Care (Major Medical, Prescription Drug, Semi Private Hospital)
- Dental Insurance Plan
- Long Term Disability Insurance Plan

Pension

Employees who have completed the eligibility period will, as a condition of employment, join the Company Pension Plan and pay the required contributions thereto.

(i) Employees hired prior to April 1, 2013, and who are currently participating in the Defined Benefit will continue to participate in the Masterfeeds Inc. Defined Benefit Plan in accordance with the Plan’s terms and conditions.

(ii) New employees hired on or after April 1, 2013, will not be offered the Defined Benefit pension plan provided by Masterfeeds Inc. Such new employees hired after said date will be offered the Masterfeeds Inc. Defined Contribution Plan in accordance with the Plan’s terms and conditions.

18.02 The Company agrees to continue to make reasonable provisions for the safety and health of its employees at the plant during the hours of employment, and comply with all appropriate Legislation. The parties will set up a Health and Safety Committee, one from the Company and two (2) from the Union and will have regular monthly inspections of the plant and regular monthly meetings, with a copy of the minutes to be kept by both parties.

It is the employee’s responsibility to take in accordance with Company rules and procedures, all reasonable precautions with respect to working in a safe manner with others as well as for their own safety, including the use of all appropriate safety clothing and equipment when required by those procedures and to partake in all training requirements.

18.03 When an employee, while carrying out their assigned duties, is disabled as a result of an industrial accident, they shall be paid for the remainder of their scheduled shift (less any amount that the employee may receive from Worker's Compensation).

18.04 The Company and the Union acknowledge their shared commitment to participate in transitional work programs to assist injured workers. An employee in a temporary transitional work program will earn the job rate in place for that individual at the time the injury/onset occurred. Refer to Article 14.04 for additional information on transitional work programs.

ARTICLE XIX – VALID AGREEMENT

19.01 If any provision of this Agreement is declared invalid by any court or administrative agency of competent jurisdiction, a decision shall not invalidate the entire Agreement. The parties intend that all other provisions remain in full force and effect. The parties further agree to amend this agreement to fully comply with requirements of applicable law.

ARTICLE XX – DURATION OF AGREEMENT

20.01 This Agreement shall be in effect from April 1, 2025, to March 31, 2029, and continue automatically thereafter during annual periods of one year each, unless either party notifies the other in writing within ninety (90) days prior to the annual expiration date that it desires to amend or terminate this Agreement.

20.02 If, pursuant to such negotiations, agreement on the renewal or amendment of this Agreement is not reached prior to the expiration date, this Agreement shall be automatically extended until consummation of a new agreement or completion of the conciliation proceedings prescribed under the Canada Labour Code, whichever should first occur.

SCHEDULE 1

SCHEDULE OF WAGE RATES

Department / Classification	01/Apr/2026	01/Apr/2027	01/Apr/2028
Maintenance (Ticketed)**	**$33.58**	**$34.75**	**$35.80**
Process Equipment Operator (i.e. Panel/Mix Operator; Bulk S/R; Pellet Mill; Bagger) and Maintenance Non-ticketed	**$29.70**	**$30.74**	**$31.67**
Warehouse	**$28.06**	**$29.04**	**$29.91**
Casual	**$20.66**	**$21.39**	**$22.03**
	5.00%	**3.50%**	**3.00%**

1. The **probationary rate** for employees hired to fill permanent positions is $1.00 below the job rate. The Company, at its sole discretion, reserves the right to place the person at the job rate when it believes the employee is so qualified.

2. The **Lead Hand Premium** is $1.00 per hour effective October 2, 2023; $1.15 per hour effective April 1, 2024; and $1.25 per hour effective April 1, 2025. Such an appointment will be mutually agreed upon by the Company and the employee.

**This ticketed rate will be paid provided the incumbent has the appropriate trade papers as approved by the Company and is doing such work.

LETTER OF AGREEMENT #1

Employee Group Insurance Benefits

Whereas Article 18.01 of the Collective Bargaining Agreement sets out the following:

The Company agrees to pay the premium costs of the following insurance plans, subject to the conditions set forth in a letter from the Company to the Union appended to this Agreement, which shall be continued during the term of this Agreement.

- Accidental Death and Dismemberment
- Weekly Indemnity
- Employee Life
- Extended Health Care
  (Major Medical, Prescription Drug, Semi-Private Hospital)
- Dental
- Long Term Disability

This document is the letter outlined in Article 18.01.

Long Term Disability Coverage

The Company will pay the premium cost of a Long Term Disability Insurance Plan with a disability benefit of sixty percent (60%) of basic earnings, excluding overtime or other premium to a maximum of two thousand two hundred fifty dollars ($2,250) per month for all active employees.

No benefits are payable for the first twenty-six (26) weeks of disability. Canada Pension Plan, Workplace Safety and Insurance Act, and other legislated benefits shall be integrated with the long-term disability benefit.

It is understood that payment by the Company is in lieu of any employee entitlement to a future premium reduction under the *Employment Insurance Act*.

It is further understood that payment by the Company of group Accidental Death and Dismemberment, Weekly Indemnity, Employee Life, Extended Health Care, Dental Care and Long Term Disability benefit premiums, as described above, is conditional upon the employee performing work for the Company during the month in which the premiums fall due. Subject to the agreement of the group insurance company, benefit premiums will be paid by the Company for three (3) months after the month the eligible employee last worked if their absence is due to accident or illness. If the insurer will not allow the three (3)-month extension, the Company will pay premiums for the longest period of time allowable by the group insurer to a maximum of three (3) months.

The Company may elect, at some future date, to transfer the underwriting and administration of one or more of these benefit plans to another insurance carrier, with the understanding that in this event, the benefits that will be provided by the new carrier will be substantially similar to those in effect at this date.

Dental Coverage

Effective April 1, 2024, the Company will pay the premium cost of a Dental Coverage plan using the Ontario Dental Association schedule of fees at a one-year lag by contract year, example: effective April 1, 2026, claims in the year 2026 will be paid based on the 2025 Ontario Dental Association schedule of fees.

Prosthodontics will be covered at fifty percent (50%) of eligible charges to an annual maximum of five hundred dollars ($500.00) per calendar year per covered person. This is over and above the one thousand dollars ($1,000)* Basic Services as identified in the group benefit booklet.

Effective April 1, 2026, the annual dental maximum amount will be increased to $1,450**.**The terms and conditions of any policy (e.g. Extended Health Care, Weekly Indemnity, LTD) will govern in any dispute arising from these benefits and will not be the proper subject matter for an arbitration under this Collective Agreement.

Weekly Indemnity Coverage

The weekly benefit for eligible employees will be sixty-six and two-thirds percent (66 2/3%) of the employee’s weekly basic earnings excluding overtime or other premiums Effective October 2, 2023, the maximum benefit is six hundred dollars ($600.00) per week for those actively at work on that date.

An insured employee if disabled, subject to adjudication by the insurer, will be eligible for benefits from the first day of absence due to a non-occupational accident, from the fourth (4th) day where the absence is due to a bona fide sickness, and from the first day for hospitalization. The benefit will be payable for a maximum of twenty-six (26) weeks.

Employee Life & Accidental Death and Dismemberment Coverage

Effective the month following ratification, the Company will pay the premium cost for Employee Life Coverage in the amount of $43,000 for active employees. The Company will pay the premium cost for the same amount of Accidental Death & Dismemberment coverage.

Extended Health Care Coverage

The Company will pay the premium cost of the Major Medical coverage with a deductible of twenty-five dollars ($25) per employee or family per calendar year.

Effective October 2, 2023, the Company will pay the premium cost of a Semi-Private Hospital plan with a maximum daily benefit of one hundred and ninety dollars ($190.00).

Effective April 1, 2025, the vision care benefit is two hundred and eighty dollars ($280.00). The vision plan will include eyeglass frames and lenses, dispensing fees and contact lenses.

Massage and Chiropractor – Forty dollars ($40.00) per visit to a combined maximum of six hundred dollars ($600.00).

Dental Coverage

Effective April 1, 2024, the Company will pay the premium cost of a Dental Coverage plan using the Ontario Dental Association schedule of fees at a one-year lag by contract year, example: effective April 1, 2026, claims in the year 2026 will be paid based on the 2025 Ontario Dental Association schedule of fees.

Prosthodontics will be covered at fifty percent (50%) of eligible charges to an annual maximum of five hundred dollars ($500.00) per calendar year per covered person. This is over and above the one thousand dollars ($1,000)* Basic Services as identified in the group benefit booklet.

Effective April 1, 2026, the annual dental maximum amount will be increased to $1,450..

Major Services

Following are the procedures to be included in this coverage:

Prosthodontics – Removable

- Complete standard dentures
- Immediate standard dentures
- Transitional standard dentures
- Partial dentures – including cast chrome (but not gold)
- Denture adjustments – three (3) months after insertion (once each year)
- Remount and occlusal equilibration
- Complete denture duplication (rebasing)
- Tissue conditioning
- Repairs, additions and relines

LETTER OF AGREEMENT #2

Safety Footwear Allowance

Effective the month following ratification, the Company agrees to provide to non-casual employees, a safety shoe reimbursement of up to two hundred and fifty dollars ($250.00) for one pair of CSA Green Patch Rating approved safety shoes or boots. To be eligible for such reimbursement, the employee must submit the receipt of purchase and it must have been at least twelve (12) months since the last reimbursement. New employees are eligible to submit receipts for reimbursement after they have passed their probationary period.

LETTER OF AGREEMENT #3

Clothing/Uniform Policy

The Company will pay, as required by wear, the full cost of the following uniforms:

Two (2) shirts per year
Two (2) pants per year
Two (2) coveralls per year (one coverall may be insulated or a parka may be substituted for the insulated coverall)
Two (2) T-shirts

Appropriate work gloves will be provided and replaced upon the condition that the worn-out pair is turned in.

It is understood that employees who are issued such clothing must wear such while at work.

LETTER OF AGREEMENT #4

Maintenance

During the negotiations for the renewal of the Collective Agreement expiring March 31, 1994, the issue of maintenance staffing arose. As a result of these discussions, the following terms were agreed upon:

.01 The current reference to maintenance in the wage rate schedule will remain intact.

.02 It is recognized that the Company will continue to have the sole discretion to determine what skills, abilities, and physical fitness requirements are required for the position.

.03 It is recognized that the Company has the sole discretion to seek, appoint, and retain a lead hand, whether such person is acquired from inside or outside the bargaining unit, and to determine what duties or what duties are not required in that position. Payment shall be in accordance with the Wage Rate Schedule in the Collective Agreement.

LETTER OF AGREEMENT #5

Part Time Maintenance Employee

It is the intention of the Company to hire a part time ticketed maintenance employee.

Hours of work for this position will depend on maintenance requirements however, hours worked will not exceed thirty (30) hours in a work week. The foregoing does not constitute a guarantee of hours. The Company will determine the number of scheduled hours of work.

This individual is not subject to lay-off by seniority as a result of reduced production requirements provided that the work they will be performing during the layoff period is related to maintenance.

The Company reserves the right to terminate, extend or change this assignment to a full time position at their discretion.

Any modifications to this arrangement will be discussed with the Union prior to any changes being implemented.

LETTER OF AGREEMENT #6

Vacation Transition

During negotiations, the parties agreed to introduce the new vacation schedule, which becomes effective January 1, 2025, as articulated in Article VIII – Vacations With Pay. Given the nature of the accrual system that determines vacation pay, there is a need to transition from the original program to the new program contained in the Collective Agreement. This letter shall serve to explain the transition process.

For ease of reference, the original *Vacations With Pay* program language appears below: **ARTICLE VIII – VACATIONS WITH PAY** 8.01 The Union acknowledges that the Company has the right to schedule vacations at any time during the year. However, a sincere effort will be made to grant vacations at the time or times wanted by the employee, giving longer service employees preference. Vacations of more than 2 weeks during July and August will not necessarily be scheduled consecutively. Should the Company elect to close the plant for a one or two week vacation period, all eligible employees will take vacations at that time, provided their services are not required for particular work. 8.02 A notice will be posted on January 1st of the current calendar year requesting employees to state their choice of vacation dates. Such notice will be removed by the Company on February 1st and the vacation schedule prepared in accordance with the other provisions of this article and posted within seven days. Requests to re-schedule vacation periods after that date will be considered by the Company, provided the re-scheduling does not interfere with the vacations of other employees or with the efficient operation of the plant. The approval of full weeks' vacation will be given priority over individual days. 8.03 An employee with six months or more, but less than one year of service by July 1st of the current year, shall be entitled to one week of vacation. Pay for such vacation shall be 4% of the employee's earnings for their period of employment, up to June 30th of the current year.

8.04 An employee with one year or more, but less than five years' service by July 1st of the current year, shall be entitled to two weeks' vacation. Pay for such vacations shall be 4% of the employee's earnings for the twelve-month period ending June 30th of the current year. 8.05 An employee who has completed five years' service or more, but less than ten years' service by July 1st of the current year, shall be entitled to three weeks' vacation. Pay for such vacation shall be 6% of the employee's earnings for the twelve-month period ending June 30th of the current year. 8.06 An employee who has completed ten years' service or more, but less than eighteen years' by July 1st of the current year, shall be entitled to four weeks' vacation. Pay for such vacation shall be 8% of the employee's earnings for the twelve-month period ending June 30th of the current year. 8.07 An employee with eighteen years' service or more, but less than twenty-six years' by July 1st of the current year, shall be entitled to five weeks' vacation. Pay for such vacation shall be 10% of the employee's earnings for the twelve-month period ending June 30th of the current year. 8.08 An employee with twenty-six years' service or more by July 1st of the current year, shall be entitled to six weeks' vacation. Pay for such vacation shall be 12% of the employee's earnings for the twelve-month period ending June 30th of the current year. 8.09 An employee with one or more years of service by July 1st of the current year, will be entitled to vacation pay as described in paragraphs 8.03, 8.04, 8.05, 8.06, 8.07, or 8.08, except that if the employee has worked 1,600 hours or more during the vacation year, their vacation pay will not be less than forty hours' pay at their basic straight time rate for each week of vacation entitlement. In the case of an employee who works less than 1,600 hours during the vacation year, their vacation pay will be calculated at the ratio that their hours worked bear to 1,600. 8.10 Vacation pay will be paid when vacations are taken; however, vacation days will be taken and vacation days will be paid in full day increments providing such days and monies are accrued. On the last vacation date, the balance of any vacation monies accrued will be paid out at that time. 8.11 An employee who voluntarily quits or leaves their employment for other reason, will receive vacation pay in accordance with the provisions above. 8.12 An employee discharged for cause will receive vacation pay in accordance with the *Canada Labour (Standards) Code*. 8.13 An employee shall take their vacation during the applicable vacation year. Accumulated vacation shall not be carried forward into the next vacation year unless authorized by the Company. 8.14 Vacation pay will not be paid to an employee in lieu of taking their vacation unless such circumstances is the result of terminating employment.

The transition from the original *Vacations With Pay* program shall work as follows:

The new *Vacations With Pay* program contained in Article 8 of the Collective Agreement, will become effective **January 1, 2025**.

• *The original vacation year was July 1 to June 30, and vacation accrual of time and pay was determined by the previous year. Under the original program, employees had to work a full year to be eligible for vacation time, and vacation pay was based upon the accrual of monies in the previous year ending on June 30th of the current year. Similarly, advancement along the vacation entitlement continuum (i.e., 2 weeks, 3 weeks, 4 weeks, etc.) was based upon whether or not the employee had passed through their anniversary date during the previous vacation year.*

Under the new *Vacations With Pay* program, the vacation year and accrual will be the same as the current calendar year (January 1 to December 31). If an employee's anniversary in the current year, enables them to move to the next vacation entitlement level, they will move to such level effective January 1 and be allowed to take their respective vacation time with vacation pay in that same year.

Existing employees having accrued vacation pay as of **December 31, 2024**, will continue to have access to such monies, which will be paid out in two (2) installments in the **2025** calendar year, unless otherwise mutually agreed between the employee and the Company.

Employees having **vacation time** available under the original *Vacations With Pa*y program will transition as follows:

From **July 1 to December 31, 2024,** employees are eligible to take one-half (½) of their allotted vacation time, and as of **January 1, 2025,** they will receive a full allotment of vacation time.

- Note: Such employees can request through their supervisor to pull up to two week**s** forward from their **2025** allotment of vacation time.

Example: 4-week employee

- receives 2 weeks' time from **July 1 to December 31, 2024**.
- receives 4 weeks' time from January 1 to Dec 31, **2025**.
- Can pull 2 weeks forward from their **2025** allotment.
- Would then have 4 weeks from **July 1 to Dec 31, 2024**, and 2 weeks from **Jan 1 to Dec 31, 2025**.

Other Impacts:

Floater Days – Employees will be entitled to utilize up to four and one-half (4½) Floater Days from July 1, 2024, to December 31, 2025.

LETTER OF AGREEMENT #7

Unifor Social Justice Fund

Masterfeeds Inc. (Cavan, Ontario) agrees to contribute one hundred dollars ($100.00) per year to the Unifor Social Justice Fund. Unifor will invoice the Company for the full amount once per year. Contributions will be sent to: Unifor Social Justice Fund
115 Gordon Baker Road
Toronto, ON M2H 0A8

LETTER OF AGREEMENT #8

Unifor Paid Education Leave

Masterfeeds Inc. (Cavan, Ontario) agrees to contribute five hundred dollars ($500.00) per year to the Unifor Paid Education Leave Fund. Unifor will invoice the Company for the full amount once per year. Contributions will be sent to:

Unifor Paid Education Leave Fund
115 Gordon Baker Road
Toronto, ON M2H 0A8

LETTER OF AGREEMENT #9

12-HOUR SHIFTS

During negotiations, the parties discussed the need of the Company to occasionally utilize a 12-hour shift schedule. The parties agree that the Company will have the right to implement and apply such schedule to its operation as needed, and this Letter of Agreement will govern the terms and conditions of work for the affected employees. When the 12-hour shift schedule is in operation, the terms and conditions contained herein will supersede respective articles, terms and conditions of the Collective Agreement that may otherwise be in conflict with this Letter of Agreement.

Terms and conditions:

Notice:

The Company will provide a minimum of one month's notice before implementing the 12-hour shift schedule.

If the 12-hour shift is in operation and the Company finds that production demands and requirements decelerate, the hours of work will revert back to eight (8) hour shifts and Article VI – Hours of Work and Overtime Regulations will be followed. A minimum of one (1) month's notice will be given before this change is implemented.

Schedule and Staffing Levels:

The applicable employees will work three (3) consecutive twelve (12) hour shifts per work week for a total of thirty-six (36) hours; however, employees will be paid for forty (40) hours at straight time for that work week.

The regular hours of the 12-hour shifts will be 5:00 a.m. to 5:00 p.m. (days) and 5:00 p.m. to 5:00 a.m. (nights); however, the Company may vary the starting and quitting times by up to one (1) hour.

The Company will schedule a minimum of three (3) Process Equipment Operators to work each 12-hour shift.

Shift Premium:

Shift premium will be paid on the night shift only.

Overtime:

Overtime will be paid in any workday beyond twelve (12) hours in a day and beyond thirty-six (36) hours in a work week at a rate of one and one-half (1½) times the hourly base rate.

Work performed between the end of the scheduled shift Saturday and the beginning of the next scheduled shift Sunday, (example: Saturday 8:00 p.m. and Sunday 8:00 p.m.), will be paid at a rate of two (2) times the hourly base rate.

Should employees work voluntary overtime on a Statutory Holiday, they will receive time and a half (1 1/2X) their regular rate of pay, plus twelve (12) hours' holiday pay.

Meal Allowances:

Meal allowances will not be paid on regularly scheduled twelve (12) hour shifts; however, in keeping with Article 6.06, an employee who is required to work a minimum of two hours of overtime after the completion of their regular shift shall be paid a meal allowance.

In the case where an employee is called in or is scheduled to work an occasional overtime shift they will be paid a meal allowance if that shift exceeds ten (10) hours and if that overtime shift exceeds twelve (12) consecutive hours, said employee shall be paid two (2) meal allowances for that shift.

Breaks:

Employees will be entitled to two (2) ten (10)-minute and two (2) twenty (20)-minute paid breaks during their shift, the timing of which will be determined by operational needs.

Vacation/Floaters:

If an employee receives a single vacation or floater day when working on the 12-Hour Shift Schedule, that day will be paid at thirteen point three (13.3) hours.

Note: Changes to the terms and conditions in this letter will be by mutual consent of the parties.

Note: Maintenance employees, the receiver, and employees not required by the Company to work on the 12-Hour Shift schedule, will continue working hours as per Article VI – Hours of Work and Overtime Regulations.

LETTER OF AGREEMENT #10

MEDICAL LEAVE OF ABSENCE WITH PAY

During negotiations, the parties discussed implementing a time-limited trial program under which the Company will provide an annual bonus payment related to the unused medical leave of absence with pay entitlement in addition to employees' statutory entitlements under the Canada Labour Code.

This Letter of Agreement is, in part, to allow the parties to assess the effectiveness, cost and operational impact of the program before determining whether it should be continued, modified or discontinued.

Trial Period

During the term of this Letter of Agreement, employees shall continue to be entitled to medical leave of absence with pay in accordance with Part III, Section 239 of the Canada Labour Code as amended from time to time.

This program is being implemented on a trial basis and as such it shall expire automatically upon its discontinuation or non-renewal by the Company. Any modification shall be subject to discussion between the parties and is subject to mutual agreement.

Annual Review

The parties agree and acknowledge that:

1. This program is established on a trial basis only;
2. The Company shall review the program annually, including its operational, financial, and attendance impacts; and
3. Continuation of the program beyond each calendar year is not automatic and is subject to the Company's determination following its year-end review.

The Program

In addition to the statutory entitlement, an employee who, as of December 31 of a calendar year, has accrued but not used all of their medical leave of absence with pay, may receive recognition in the form of a bonus payment calculated at the employee's regular rate of pay for each unused day, up to the maximum permitted under the Canada Labour Code for that year (not to exceed ten (10) days).

For greater clarity, the bonus payment:

1. Is a stand-alone recognition bonus and shall not be treated as the use of medical leave;
2. Shall not reduce, replace, remove, or offset any entitlement to medical leave with pay;
3. Shall not affect the carry-forward or future accrual of medical leave with pay under the Canada Labour Code; and
4. Shall not create any entitlement to additional paid leave, banked time, or compensation beyond the calendar year in which the payment is made.
5. The bonus will be calculated using the standard eight (8) hour day multiplied by the regular hourly rate of the employee as of December 31 of the respective year.

The total amount of medical leave of absence with pay available to an employee at any time shall not exceed the maximum entitlement prescribed by the Canada Labour Code, inclusive of any carried-forward leave.

Payment

The bonus payment shall be paid within thirty (30) days following the end of the calendar year and is subject to all applicable statutory deductions and withholdings.

The parties acknowledge that the eligibility and administration of the bonus payment shall be determined by the Company in a manner consistent with the Canada Labour Code.

If it is discovered that there is a conflict between the provisions herein and the applicable legislation, the Canada Labour Code shall prevail.

EMPLOYEE SENIORITY LIST, CAVAN PLANT

Name	Seniority Date
Arnott, Kyle	August 3, 2017
Berger, Jason	May 17, 2000
Blodgett, Art **	June 2, 2008
Fallis, Dylan	January 22, 2015
Gaudreau, Tristan	June 22, 2023
Hoare, Brock	July 10, 2023
Jopling, Garth Western **	June 2, 2008
Kluke, Dustin	December 3, 2018
Kyle, John **	June 2, 2008
Leahy, Clare	October 14, 2008
McConnachie, Cameron	October 1, 2019
Smith, Chase	September 25, 2023
Steven, Ericson	June 24, 2022
Sydney MacDonald	June 24, 2022
Swackhammer, Eric	February 16, 2022
Taylor, Brent	October 3, 2023
Wannamaker, Adam Gordon	March 1, 2023

**Note: The previous Land O'Lakes service credits for these individuals is recognized for vacation purposes only. (A. Blodget February 29, 2000; G. Jopling July 22, 1985; J. Kyle February 24, 2003).