

COLLECTIVE AGREEMENT AMENDMENTS

ARTICLE 2

The Company recognizes the Union for the duration of the Agreement as the bargaining agent of the employees of Birla Carbon Canada Ltd. at Hamilton, save and except managers; supervisors; salaried employees; office, sales, clerical, and administrative staff; and co-op placements or students employed during the school vacation period.

The Employer's proposal for Article 11.2 is withdrawn.

ARTICLE 4 – SAFETY AND HEALTH

4.2 (a) Employees must wear Company approved safety boots. To help employees acquire their safety boots, the Company will reimburse employees up to \$275.00 each calendar year for the purchase of Company approved safety boots. If an employee spends less than \$275.00 on safety boots and later in the year due to normal wear and tear needs to buy a second pair of safety boots, the Company will reimburse the employee for the second pair of boots up to the difference between what the employee spent on the first pair of boots and \$275.00.

ARTICLE 5 - UNION DUES CHECK-OFF

5.1 Upon receipt of Union dues deduction authorizations, the Company will deduct Union dues and initiation fees, if any, from the pay of employees. The Company will begin to deduct dues from an employee's pay in the calendar month after the one in which it receives the authorization. Dues deductions will normally be made from each paycheck. If, after other deductions are made from an employee's paycheck, there is insufficient money to cover the Union dues deduction, the deduction will, if possible, be made from the employee's next paycheck. The Company agrees to utilise electronic fund transfers (EFT) as the method of remitting dues to the local Union on a monthly basis.

ARTICLE 8 – GRIEVANCE PROCEDURE

8.2 Step 1

A grievance must be submitted to the aggrieved employee's immediate supervisor within fourteen calendar days of the occurrence giving rise to the grievance. The grievance must be written, dated, and signed by the aggrieved employee or Steward. The grievance must set forth the date of the occurrence, the facts on which the grievance is based, the specific section of the

Agreement which was allegedly violated, and the remedy which is sought. If the aggrieved employee requests that a steward be present when the aggrieved employee or steward submits the grievance to his supervisor, the steward may be present. The supervisor will respond to the grievance in writing within seven calendar days after it is submitted to him.

8.5 When practical, grievance meetings will be held within the work hours of the individuals involved.

ARTICLE 11 – SENIORITY

11.1 An employee will be considered probationary for the first 1,000 hours of regularly scheduled work that he performs. Probation employees will have no seniority rights during the probationary period. Upon completion of his probationary period, an employee's seniority shall date back to the first day he worked.

ARTICLE 13 – LAYOFFS

13.2 In reductions in force of more than seven consecutive calendar days, employees in a job affected by the reduction will be reduced or laid off in the reverse order of seniority among those employees in that job. Before being laid off, an employee, excluding an individual in the labourer classification, will be offered the opportunity to displace the least senior employee in (i) the entry level job of the department he last worked in, (ii) the Material Handler job, or (iii) the Labourer job. For purposes of this Article, the entry level job in the Operations Department is Utility Operator, the entry level job in the Power Services Department is Operating Engineer - TSSA (4th Class), and the entry level job in the Maintenance Department is Maintenance Technician. An employee may only displace an employee who is junior to him, and he must be qualified to fill the job into which he bumps. An employee who chooses to go into his previous department will be given a seven shift refamiliarization period to demonstrate that he can satisfactorily perform the job. If he does not satisfactorily perform the job during those seven shifts, he can then displace the junior Material Handler or Labourer.

ARTICLE 14 – WAGES (SEE SCHEDULE “B”)

14.2

- (a) The following provisions apply to new maintenance employees in the classifications of Instrument/Electrician Technician, Instrument Technician, Industrial Electrician, and Industrial Mechanic Millwright who are enrolled in an apprenticeship program with the Ontario College of Trades (or successor):
 - (i) New employees who are enrolled in an apprenticeship program will receive 80% of the Article 14.1 rate for their classification; during this time, they must

successfully complete their apprenticeship program.

- (ii) Apprentices who complete all required course work through the governing body (e.g. Ontario College of Trades or successor), but who have yet to successfully obtain the Certificate of Qualification will receive 85% of the Article 14.1 rate for their classification after the successful completion of the first two levels of school and 90% of the Article 14.1 rate for their classification after successful completion of all required levels of school.

Training Premium Rate

14.9 An Employee designated by the Company to provide on-the-job training to newly hired employees or to an Employee who has successfully posted into a new classification covered by this agreement, excluding apprentices, will receive a premium of \$1.00 per hour for each hour while performing training duties assigned as required by the Company. The additional premium is a temporary allowance and does not alter the employee's classification or rate of pay.

ARTICLE 15 - PERFORMANCE PAY PLAN

The Company has a Production Bonus Program for full-time employees which was agreed to by the Union on October 7, 2025. The 2025/2026 Production Bonus Program is appended at Schedule "A".

Article 15 can be deleted and the remaining articles re-numbered.

ARTICLE 16 – ANNUAL BONUS PAYMENTS

Article 16 will be deleted and the remaining articles re-numbered.

ARTICLE 17 – CERTIFICATES AND LICENCES

17.1

ADD 1st Class Operating Engineer

Operating Engineer - TSSA (1st Class) First Class or higher Operating Engineer Certificate

ARTICLE 19 – EIGHT-HOUR SHIFT PROVISIONS

19.1 Spelling correction

- (a) Employees will have paid lunch and break periods totaling 45 minutes during a shift, and they will receive at least two breaks during a shift. Breaks will be taken at a time that does not interfere with the operations or the efficient performance of work.

ARTICLE 20 – OVERTIME

- 20.2 There shall be no pyramiding of overtime rates with premium rates for the same hours worked.

ARTICLE 22 – REPORTING PAY

Unless notified not to report, an employee who reports for their regularly scheduled shift will be provided with a minimum of four hours of work or four hours of regular pay, except when the Company is unable to provide work for the employee because of fire, lightning, power failure, storms, or similar causes beyond the Company's control that result in the stopping of work.

ARTICLE 23 – DISTRIBUTION OF OVERTIME

23.2

- (a) The Company will offer an overtime shift, which is known at least 24 hours in advance, to qualified employees, on a rotating basis, beginning with the employee who has the most seniority and continuing through the group of qualified employees in order of descending seniority. If the Company does not reach the eligible qualified employee for the available overtime shift, which is known at least 24 hours in advance, the employee will be given 10 minutes to call back before the next qualified employee is called.
- (b) Within the first 15 minutes of their shift, employees must inform their supervisor if they are interested in volunteering for overtime on that day.
- (c) The Company will offer overtime work to qualified available employees in an overtime group, who have volunteered for overtime, on a rotating basis, beginning with the employee who has the most seniority and continuing through the group of employees in the order of descending seniority. When the need for overtime arises, the Company will offer overtime to the available employee who desires overtime and who is next in seniority after the last employee who was offered overtime on the previous overtime occasion, and then continue through the group as necessary.
- (d) In the event no volunteers agree to work overtime, in these classifications or departments, the Company can assign overtime to each employee, as the need arises on a rotating basis and endeavour to equalize mandatory overtime requirements amongst qualified employees each calendar year.

ARTICLE 25 – MEAL ALLOWANCE

An employee who is called in and asked to report as quickly as possible, and an employee who is held over, will, upon request, be furnished either a meal at the Company's expense or \$25.00 in lieu of a meal after two hours of work. The price of the meal will not exceed \$25.00, and the Company will pay the delivery cost.

ARTICLE 27 – REFRESHMENT BREAK

Spelling correction

Employees will have paid lunch and break periods totaling 60 minutes during a 10 or 12 hour shift, and they will receive at least three breaks during a shift. Breaks will be taken at a time that does not interfere with operations or the efficient performance of work.

ARTICLE 28 – GROUP LEADER

Article 28.1 is amended as follows:

The Company will endeavour to identify qualified employees who are willing to assume leadership responsibilities which may be assigned. An employee may assume leadership responsibilities for a shift or part of a shift when a group leader is required by the Company. If an employee is assigned by their supervisor, he will be paid an additional 15 percent of his regular hourly rate of pay when the assigned group leadership responsibilities are performed.

ARTICLE 29 – PAID HOLIDAYS

29.1 Employees will receive the following paid holidays:

- | | |
|-------------------|---------------------|
| 1. New Year's Day | 7. Labour Day |
| 2. Family Day | 8. Thanksgiving Day |
| 3. Good Friday | 9. Christmas Eve |
| 4. Victoria Day | 10. Christmas Day |
| 5. Canada Day | 11. Boxing Day |
| 6. Civic Holiday | 12. New Year's Eve |

13. Two “Floater” holidays which must be taken each calendar year, and the dates to be mutually agreed upon by the employee and his immediate supervisor

An Employee who wishes to observe the National Day for Truth and Reconciliation can request an unpaid leave for that day.

Article 29.4 is amended as follows:

29.4 An Employee who meets the eligibility thresholds to receive holiday pay under the *Employment Standards Act*, who works on a holiday will receive their regular pay, as well as a time and one-half added to their regular pay for hours worked up to 12, and double time and one-half for hours worked in excess of 12.

29.6 ADD

The Company will inform the employees of the status of their Floater holidays.

- (i) New employees hired after July 1st are entitled to one (1) paid floater holiday in the first calendar year of employment.
- (ii) Newly hired employees hired after September 1st are not entitled to any pay floater holidays in the first calendar year of employment.

ARTICLE 30 – VACATIONS

Article 19(e) and (f) IS moved under Articles 30, 31, 32.

30.1 Wherever the term “vacation year” is used in this agreement, it shall mean the year from January 1st to the following December 31st. The employee is entitled to an annual vacation in accordance with the following schedule on the basis of his seniority at January 1st in each year:

- (i) One year seniority to four years - two weeks;
- (ii) Five years seniority but less than nine years - three weeks;
- (iii) Nine years seniority but less than nineteen years - four weeks;
- (iv) Nineteen years seniority or more - five weeks.

30.2 Pay during the vacation time to which the employee is entitled in Article 30.1 will be two percent (2%) of their total wages earned (excluding vacation pay) in the previous calendar year for each week of vacation time taken (vacation pay is prorated for each week where full vacation time is not taken). Employees with less than one year's service shall receive vacation pay in accordance with the *Employment Standards Act*.

30.3 (a) The choice of vacation periods for the first two weeks of vacation time shall initially be by seniority in each department and the Company will strive to ensure that employees wishing to take at least two weeks of vacation time during the months of May, June, July, August and September (the summer vacation period) shall be allowed to do so, if confirmed, in writing, by November 30 of the previous year. It shall not be mandatory, however, for employees to take vacations during this period.

(b) Employees choosing their vacation periods in other than the summer vacation period shall be given preference in accordance with their departmental seniority, if confirmed in writing by November 30th before the upcoming vacation year. The Company will have each employee come into the Manager's office in order of seniority to sign for the time he would like for his vacation. The final approved vacation schedule shall be posted by the Company not later than December 31st before the upcoming vacation year.

(c) Employees qualified for more than three weeks' vacation will be restricted to three weeks during the recognized summer vacation period.

(d) It shall be compulsory for all employees to take their vacation time during the periods from January 1st to December 31st.

LOU Vacation pay language:

30.4 Whenever a designated holiday referred to in Article 29 occurs during an employee's vacation, they shall, provided they qualify for the holiday, be eligible to receive a lieu day on the understanding that:

(i) Lieu days must be scheduled by the supervisor no later than 12 months from the date of the holiday;

(ii) A request will be submitted by the employee, in writing, to their direct supervisor. The supervisor will confirm within 2 weeks of receiving a request if a lieu day can be scheduled;

(iii) An employee cannot accrue lieu days in excess of 5 days;

- (iv) The Company will not incur any additional payment obligation when a lieu day is scheduled.
- 30.5 When an employee's employment terminates, he will receive pro rata accrued vacation pay if any. When an employee's employment terminates, and he has received more vacation pay than which he would otherwise be entitled, the company is authorized to deduct from any earnings any overpayment amount that may be owed to the company
- 30.6 Newly hired employees will earn one half shift of vacation for each full calendar month they work prior to the first January 1 following their date of hire. They may take this vacation between the completion of their probation period and their first anniversary.
- 30.7 Newly hired employees will be entitled to the prorated pay during vacation time during the first full vacation year (January 1 – December 31) as per articles 30.2 and 30.6.” i.e. Vacation pay will be based on 4% of wages earned during the previous partial first year of employment.
- 30.8 Eight-hour employees who have an annual vacation entitlement of 25 shifts must schedule at least five shifts of vacation during the periods of January 1 through April 30 or September 1 through December 31 of each year. An employee with an annual vacation entitlement of 25 shifts may, due to exceptional circumstances, apply to the Company to take more than 20 shifts of vacation during the period of April 30 to September 1.

ARTICLE 31 - JURY DUTY

Article 19(e) and (f) is moved under Articles 30, 31, 32.

- 31.1 A 12-Hour employee who is summoned to and reports for jury duty as prescribed by applicable law shall be paid for each day of jury service the difference between the employee's basic hourly rate for the number of hours up to 12 that he otherwise would have been scheduled to work and the daily jury fee paid by the Court. The Company's obligation to pay an employee for jury duty under this Article is limited to a maximum of 12 days in any calendar year.
- 31.2 An 8-Hour employee who is summoned to and reports for jury duty as prescribed by applicable law shall be paid for each day of jury service the difference between the employee's basic hourly rate for the number of hours up to eight that he otherwise would have been scheduled to work and the daily jury fee paid by the Court. The Company's obligation to pay an employee for jury duty under this Article is limited to a maximum of 18 days in any calendar year.
- 31.3 In order to receive payment under this Article, an employee must meet all the following eligibility requirements:

- (a) When an employee is summoned for jury duty, he must give his department head notice of the summons within five calendar days of receipt of the summons.
- (b) The employee shall furnish satisfactory evidence to the Company that he reported for and performed jury duty on the days for which he claims payments.
- (c) The employee would otherwise have been scheduled to work for the Company on the day or days for which he claims payment.
- (d) The employee must produce to the Company a cheque or voucher from the Court showing the amount paid and the dates in reference to which such payment is made, exclusive of meal and/or travel allowance.
- (e) If an employee is released from jury duty at a time he would normally be scheduled for work, he must report for work if there are at least four hours remaining on his shift.

31.4 An employee will not be required to work during the 12 hours preceding the time he must report for jury duty. If he is scheduled to work during that 12-hour period, he will be paid for the portion of the 12 hours he misses.

ARTICLE 32 - WITNESS DUTY

Article 19(e) and (f) is moved under Articles 30, 31, 32.

- 32.1 A 12-hour employee who is subpoenaed as a witness shall be paid the difference between witness fees and his regular hourly rate for regularly scheduled work he necessarily misses for up to a maximum of four days during this Agreement. To be eligible for this pay, an employee must give his department head at least 24 hours' advance notice of his witness service, and he must provide a copy of the subpoena and evidence of his service as a witness and the amount he received as witness fees. An employee will not be eligible for this pay in a matter in which he has a financial stake or in an arbitration arising under this Agreement.
- 32.2 An 8-hour employee who is subpoenaed as a witness shall be paid the difference between witness fees and his regular hourly rate for regularly scheduled work he necessarily misses for up to a maximum of six days during this Agreement. To be eligible for this pay, an employee must give his department head at least 24 hours' advance notice of his witness service, and he must provide a copy of the subpoena and evidence of his service as a witness and the amount he received as witness fees. An employee will not be eligible for this pay in a matter in which he has a financial stake or in an arbitration arising under this Agreement.

ARTICLE 36 - BENEFITS

36.1 Medical Benefits

(b) Prescription Drug Benefit

Over-the-counter drugs are not covered. When a generic equivalent drug is available, the plan will reimburse only up to the cost of the generic equivalent drug. Drug coverage will be limited to those drugs included in the Ontario drug formulary.

36.4 Employee Contributions to Medical, Dental, and Short-Term Disability Benefit Premiums

Employees will contribute 15% of the total premiums for their medical, dental, and short-term disability benefits. However, employees' monthly contributions will not exceed \$60.00 for individual coverage or \$90.00 for family coverage. The Company will deduct the employees' contributions to the premiums from their pay.

36.5 Pension Plan and Savings Plan

- (c) For employees hired before August 1, 2002, the Company will match 100% of an employee's contribution to the Savings Plan as follows:

Effective November 16, 2026, a 0.25 percent bump:

<u>Years of Service</u>	<u>Company Match</u>
10 – 20	up to 3.75% of the employee's total earnings
20 – 30	up to 4.00% of the employee's total earnings
More than 30	up to 4.25% of the employee's total earnings

Effective November 16, 2027, a 0.25 percent bump:

<u>Years of Service</u>	<u>Company Match</u>
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10 – 20	up to 4.00% of the employee's total earnings
20 – 30	up to 4.25% of the employee's total earnings
More than 30	up to 4.50% of the employee's total earnings

Effective November 16, 2028, a 0.25 percent bump:

<u>Years of Service</u>	<u>Company Match</u>
10 – 20	up to 4.25% of the employee's total earnings
20 – 30	up to 4.50% of the employee's total earnings
More than 30	up to 4.75% of the employee's total earnings

- (d) For employees hired after May 1, 2003, the Company will match 100% of an employee's contributions to the Savings Plan as follows:

Effective November 16, 2026, a 0.25 percent bump:

<u>Years of Service</u>	<u>Company Match</u>
0 - 5	up to 3.50% of the employee's total earnings
5-10	up to 3.75% of the employee's total earnings
10-15	up to 4.00% of the employee's total earnings
15-20	up to 4.25% of the employee's total earnings
More than 20	up to 4.50% of the employee's total earnings

Effective November 16, 2027, a 0.25 percent bump:

<u>Years of Service</u>	<u>Company Match</u>
0 - 5	up to 3.75% of the employee's total earnings
5-10	up to 4.00% of the employee's total earnings
10-15	up to 4.25% of the employee's total earnings
15-20	up to 4.50% of the employee's total earnings
More than 20	up to 4.75% of the employee's total earnings

Effective November 16, 2028, a 0.25 percent bump:

<u>Years of Service</u>	<u>Company Match</u>
0 - 5	up to 4.00% of the employee's total earnings
5-10	up to 4.25% of the employee's total earnings
10-15	up to 4.50% of the employee's total earnings
15-20	up to 4.75% of the employee's total earnings
More than 20	up to 5.00% of the employee's total earnings

COMPANY MATCH CONTRIBUTIONS WHEN AN EMPLOYEE BECOMES INELIGIBLE BECAUSE OF STATUTORY RESTRICTIONS

36.5(e) Where the Company Match required under Article 36.5 (c) and (d) is prohibited by law or an Employee has attained the maximum age permitted for contributions (currently age 71), the Employee, no later than sixty (60) days prior to attaining such age, can request in writing, that the Company, continue its matching contribution. This contribution will be a supplemental payment to their earnings and will be less all applicable withholding taxes and deductions. An employee is eligible to receive a supplemental payment from the Company if:

- (a) the employee has participated continuously in the Savings Plan for at least 5

years; and

(b) the employee accepts they are solely responsible for any tax liability.

36.8 An Employee who continues to work after age 65 will receive those benefits for which they are eligible under the Benefit Plan in accordance with the terms of the insurance contract. For clarity purposes, long-term disability coverage is not provided under the insurance policy for an individual who remains employed after age 65.

ARTICLE 37 – MEDICAL CERTIFICATIONS

- (a) Other than in situations where an employee is applying for a benefit, when the Company requires an employee to provide a medical certification, the Company will contribute \$40.00 towards the cost of obtaining the medical certification.
- (b) Other than in situations where an employee is applying for a benefit, when the Company requires an employee to provide a medical report or fill out a medical questionnaire prepared by the Company, the Company will contribute up to \$150.00 of an invoice received from the physician for completing the report or medical questionnaire. At the Company's request, employees will undergo independent medical assessments to determine accommodation requirements or to design return to work procedures. When an employee undergoes an independent medical assessment at the Company's request, the Company will cover the cost of the medical assessment.

ARTICLE 41 – TERM OF AGREEMENT

This Agreement shall continue in force and effect from November 16, 2026 until midnight November 15, 2030, and thereafter from year to year, unless either party serves the other written notice of its desire to amend the Agreement within 90 days prior to the expiry date of the Agreement or a corresponding date of any year thereafter.

SCHEDULE “A”



Production Bonus Program

1. Purpose

To provide incentive to improve and stabilize the reliability and productivity of the plant and recognize that all employees are accountable in the success of the plant.

2. Intent

The intent of this bonus program is to re-emphasize the focus of all employees on the requirement for reliable production of good quality, saleable carbon black. The success of the Hamilton Plant is dependent on meeting the production commitments to our customers and be a reliable supplier of carbon black.

This bonus program will focus on two priority items that are indicators of overall plant success:

- Non-Standard Production
- Repour of Non-Standard material

3. Eligibility

All full-time employees who have been employed for the entirety of the eligible quarter.

Temporary contract employees and students are not eligible to participate in this program.

4. Program Details

Each quarter of the calendar year starting July 1, 2025, every eligible employee has the potential to earn up to **\$600.00 CAD in bonus** monies. This money is tied to the plant performance for key measurables that directly impact our customers. The exact target numbers will be given to the plant at the beginning of every quarter. Each category is equal to half of the bonus goal. If only one of the two targets is met, ½ of the bonus would be paid. Targets will be assessed at the end of each calendar month so that success in one or two months of the quarter will still be recognized and rewarded.

i.e. If the non-standard goal is not achieved for any month in the quarter but the repour of non-standard material target is met for 2 of the 3 months, each employee would be eligible for \$200

Targets and weighting are subject to change by the General Manager to ensure we are progressing towards our goal over the course of time.

While not every employee has the ability to directly impact events resulting in non-standard production or repour of non-standard material, we can all affect the awareness towards these goals and support in any way possible. All contributions from each employee at the plant will lead to improved performance, regardless of what department we are in.

5. Payment

All payments for any obtained bonuses will be paid out on a quarterly basis to the bank account on file with payroll.

Payment will be made after the end of each of the following quarters:

September 30
December 31
March 31
June 30

All bonus payments are subject to taxes and deductions as required.

6. Program End Date

The bonus program will run from July 1, 2025 until June 30, 2026. The program may continue beyond the end date with approval from the General Manager and Corporate office through to November 16, 2030.

TARGETS

Below are the targets that need to be achieved to obtain the bonus amounts.

Targets are subject to change each Quarter to reflect the improved plant performance towards the baseline target.

Targets will be communicated to the plant at the beginning of each month, along with regular updates on progress towards the targets throughout each quarter.

TARGET	NON-STANDARD PRODUCTION (in process and lab rejects)
Total Non-Standard Production	8 %

TARGET	RE-POUR of NON-STANDARD MATERIAL INCLUDING TANK AND TRAILER REPOUR
Re-pour more than the amount of Non-standard created for the month	2%

SCHEDULE “B”

	<u>Present Rates</u>	<u>Classification</u>	<u>Effective 16-Nov-26 3%</u>	<u>Effective 16- Nov-27</u>	<u>Effective e 16-</u>	<u>Effective 16- Nov-29</u>
Add \$2.00 January 10,	\$47.88	I n s t r u m e n t / E l e c t r i c i a n	\$49.32	\$52.86	\$54.97	\$57.17
Add \$2.00 January 10,	\$44.53	I n s t r u m e n t Technician	\$45.87	\$49.30	\$51.27	\$53.32
Add \$2.00 January 10,	\$43.98	I n d u s t r i a l Electrician	\$45.30	\$48.72	\$50.67	\$52.69
Add \$2.00 January 10,	\$46.51	I n d u s t r i a l M e c h a n i c	\$47.91	\$51.40	\$53.46	\$55.60
	\$42.77	M a i n t e n a n c e	\$44.05	\$45.37	\$47.19	\$49.08
		O p e r a t i n g Engineer - TSSA	\$57.33	\$59.05	\$61.41	\$63.87
Add 10% GL = \$52.06	\$47.33	O p e r a t i n g Engineer - TSSA	\$53.62	\$55.23	\$57.44	\$59.74
	\$42.88	O p e r a t i n g Engineer - TSSA	\$44.17	\$45.49	\$47.31	\$49.20
	\$34.70	O p e r a t i n g Engineer - TSSA	\$35.74	\$36.81	\$38.29	\$39.82
	\$40.08	P r o d u c t i o n	\$41.28	\$42.52	\$44.22	\$45.99
	\$38.60	F u r n a c e	\$39.76	\$40.95	\$42.59	\$44.29
	\$37.72	B e a d Technician	\$38.85	\$40.02	\$41.62	\$43.28
	\$33.33	Utility Operator	\$34.33	\$35.36	\$36.77	\$38.25
	\$32.78	L a b o r a t o r y	\$33.76	\$34.78	\$36.17	\$37.61
	\$31.46	Material Handler	\$32.40	\$33.38	\$34.71	\$36.10
	\$26.91	Labourer	\$27.72	\$28.55	\$29.69	\$30.88