

# **COLLECTIVE AGREEMENT**

between

**Omya CANADA INC.**  
(hereinafter referred to as the "Company")

and

**TEAMSTERS LOCAL UNION No. 91**  
(hereinafter referred to as the "Union")

**EFFECTIVE FROM: January 1, 2026**  
**TO: December 31, 2029**

## INDEX

ARTICLE	1	PURPOSE.....	Page 1
ARTICLE	2	RECOGNITION.....	Page 1
ARTICLE	3	UNION SECURITY .....	Page 2
ARTICLE	4	UNION REPRESENTATION .....	Page 2
ARTICLE	5	MANAGEMENT RIGHTS .....	Page 3
ARTICLE	6	GRIEVANCE PROCEDURE.....	Page 4
ARTICLE	7	ARBITRATION .....	Page 6
ARTICLE	8	STRIKES & LOCKOUTS.....	Page 7
ARTICLE	9	SENIORITY .....	Page 7
ARTICLE	10	LEAVE OF ABSENCE.....	Page 9
ARTICLE	11	VACATIONS .....	Page 10
ARTICLE	12	PAID HOLIDAYS .....	Page 11
ARTICLE	13	HOURS OF WORK & OVERTIME .....	Page 13
ARTICLE	14	HEALTH & WELFARE .....	Page 15
ARTICLE	15	BEREAVEMENT LEAVE .....	Page 18
ARTICLE	16	GENERAL.....	Page 18
ARTICLE	17	JURY & WITNESS DUTY.....	Page 20
ARTICLE	18	NO DISCRIMINATION.....	Page 20
ARTICLE	19	WAGES & CLASSIFICATIONS .....	Page 21
ARTICLE	20	DURATION OF AGREEMENT .....	Page 21
APPENDIX	A	PRODUCTION .....	Page 22
	A1	JOB POSTINGS, PROMOTIONS & TRANSFERS.....	Page 22
	A2	VACATIONS .....	Page 23
	A3	PAID HOLIDAYS .....	Page 24
	A4	HOURS OF WORK AND OVERTIME .....	Page 24
	A5	GENERAL.....	Page 26
	A6	WAGES & CLASSIFICATIONS - PRODUCTION.....	Page 27
APPENDIX	B	MAINTENANCE.....	Page 28
	B1	JOB POSTINGS, PROMOTIONS & TRANSFERS.....	Page 28
	B2	VACATIONS .....	Page 28
	B3	HOURS OF WORK AND OVERTIME .....	Page 29
	B4	GENERAL.....	Page 31
	B5	WAGES & CLASSIFICATIONS - MAINTENANCE .....	Page 33
LETTERS OF UNDERSTANDING .....			Pages 35- 39

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## **ARTICLE 1 - PURPOSE**

1.01 The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Company and the Union with respect to the bargaining unit as defined herein, to secure and promote the prompt disposition of grievances and the efficient operation of the Company's business.

## **ARTICLE 2 - RECOGNITION**

2.01 The Company recognizes the Union as the exclusive collective bargaining agent for all employees of Omya Canada Inc. in the Township of Tay Valley, save and except foremen, persons above the rank of foremen, office and sales staff, laboratory technicians and persons regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period.

2.02

- (a) People outside the bargaining unit may only perform work normally performed by bargaining unit employees for the purpose of instruction, experimentation, short periods of time where it is not feasible to call-in another employee and in cases of vacations, absenteeism, lateness and discipline provided that no bargaining unit employees are qualified and available to do the work and where the performance of bargaining unit work by people outside the bargaining unit does not cause a loss of earnings or results in a lay-off for any bargaining unit employees.
- (b) The Company agrees that the function of supervisors/foreman is the supervision of employee. The work of supervisors/foreman will not include assignments to work normally performed by employees in the bargaining unit, except for the purpose of training and demonstration, or to prevent plant shutdown and damage to operating equipment.
- (c) The Company will pay the senior available bargaining unit employee for all hours worked by management at his applicable hourly rate or for the minimum call in guarantee, whichever is more. The exceptions to this are outlined in (b) above.

2.03

- (a) The Company agrees that no sub-contracting of work normally performed by bargaining unit employees will take place when the employees are qualified and available to do the work.
- (b) It is expressly agreed that the Company will not hire part-time employees, so as to replace regular, full-time employees, or to prevent the hiring of full-time employees where a full-time employee could be justified.

### **ARTICLE 3 - UNION SECURITY**

- 3.01 Each employee who has already signed a Union membership card, shall, as a condition of employment, remain a member of the Teamsters Union in good standing.
- 3.02 **Union Membership Application Process**  
New employees shall make application for membership in the Union as a condition of employment as soon as their probationary period has been served.  
The Union Steward shall be responsible for managing and distributing Union Membership cards directly to new members.  
As part of the onboarding process, one Union Steward will be provided a 30-minute meeting with all new hires covered by the collective agreement, excluding student employees, to introduce the Union, explain membership benefits, and address any questions.  
The company will provide the necessary mailing materials—such as stamped envelopes and address labels—to the Union Steward to ensure they can send the completed membership cards to the Union without delay.
- 3.03 The Company agrees to deduct from each pay the initiation fees (instalments of \$25.00), the regular Union dues and arrears of Union dues in the amount and manner specified by the Union's charter, bylaws or constitution, as the case may be, from the pay due all employees covered by this Agreement and remit the money so deducted to the Union on or before the tenth (10th) day of the month in which the dues are deducted. Probationary employees will be required to pay the Union dues during their probationary period. The Company will deduct an amount equal to Union dues from the pay of any student who works in excess of eight (8) hours in a month.
- 3.04 The Company will, at the time of making each remittance to the Union, specify the employees from whose pay such deductions were made.
- 3.05 The Company agrees to include on the employees T-4 slip, the total amount of Union dues paid during the previous calendar year.

### **ARTICLE 4 - UNION REPRESENTATION**

- 4.01 The Company acknowledges the right of the Union to appoint or otherwise select a Chief Steward plus one Steward per shift for the purpose of investigating and handling complaints and grievances. The Company further agrees to provide the Chief Steward with an appropriate area for meetings which will allow for confidentiality, such meeting rooms may be arranged through the receptionist. A filing cabinet shall be provided to the Chief Steward for his use and in a location which he determines to be appropriate.
- 4.02 (a) The Company will recognize a Union bargaining committee for the purpose of negotiating this Agreement and the renewal of this Agreement provided the employees on the committee have acquired seniority.

- (b) The Company will pay such members of the bargaining committee for all hours lost/spent in negotiations at their regular rate.
- 4.03 When an employee who is covered by this Agreement is called into a meeting with a management person to investigate the employee's alleged misconduct or to impose discipline upon him, a Steward will be present. If no Steward is available, another bargaining unit employee of his choice who is then at work may substitute as a witness.
- 4.04 A full-time representative of the Union shall be entitled to visit the Company's premises to deal with matters arising out of the administration of this Agreement, provided that prior notice has been given to the President or his designate. Under no circumstances will these visits interfere with the normal work of the Company.
- 4.05 It is understood that the Stewards have their regular work to perform on behalf of the Company. The Company will pay for any regular hours lost by the Steward and/or the grievor, for the purpose of meeting with Company representatives in connection with any grievance meetings.
- 4.06 No Union business shall be conducted on the Company's time, except for matters related to the processing of grievances, nor shall any Union meeting be conducted on the Company's premises unless approved by Management.
- 4.07 Steward training will be paid by the company for a maximum of fifteen (15) days over the life of the contract at straight time rates where such training falls on an employee's scheduled workday.
- Such training must be related and associated to their responsibilities as a steward. All leave for such training must be requested in writing from the Business Representative of Local 91 at least one week in advance. Requests for this training will not be unreasonably withheld.
- 4.08 The Company agrees that before any Shop Steward is disciplined the Business Representative or the Local Union will be advised.
- 4.09 Notwithstanding their seniority status, for the purposes of lay-off only, the Chief Steward will be considered number two (2) on the seniority list.

#### **ARTICLE 5 - MANAGEMENT RIGHTS**

- 5.01 The Union recognizes and acknowledge that the management of the Company and the direction of the working force are fixed exclusively in the Company, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company to:
- (a) hire, promote, demote, classify, transfer, layoff, determine just qualifications and retire employees.
- (b) discharge, suspend, or otherwise discipline employees provided that employees who have completed their probationary period shall only be discharged, suspended, or otherwise disciplined for just cause;

- (c) make, enforce and alter, from time to time, reasonable rules and regulations to be observed by the employees;
- (d) determine the nature and kind of business conducted by the Company, the kinds and locations of plants, equipment to be used, the methods and techniques of work, and to maintain efficiency;
- (e) determine the contents of jobs, the scheduling of jobs, the scheduling of employees, establishing the number of employees to be employed, the extension, limitations, curtailment or cessation of operations or any part thereof;
- (f) determine and exercise all other functions and prerogatives which shall remain solely with the Company, except as specifically limited by the express provisions of this Agreement.

Managements Rights will not be used in a manner inconsistent with the terms of this Agreement.

#### 5.02 Remote Monitoring

Notwithstanding any other provisions in this Agreement, it is understood that Management Employees shall have the right to monitor any aspect of plant operations remotely, using any technology employed by the Company. Should the monitoring indicate that corrections are required that cannot be performed automatically, the senior qualified employee shall be called in to perform the work. In addition, operation of processing equipment will not always require on-site employee monitoring. The Company reserves the right to run equipment in full automatic control mode.

### **ARTICLE 6 - GRIEVANCE PROCEDURE**

- 6.01 The Company and the Union agree that it is of the utmost importance to adjust complaints and grievances as quickly as possible. It is agreed that no employee may file a formal grievance until he has first gone to his immediate Foreman, accompanied by a Steward, in an attempt to adjust his complaint. The Foreman shall give his decision within two (2) working days (Saturday, Sunday and Paid Holidays excluded).
- 6.02 No grievance shall be considered which has not been filed within ten (10) working days (Saturday, Sunday and Paid Holidays excluded) after the circumstances which gave rise to it came to the attention of or should have come to the attention of the employee concerned.
- 6.03 If an employee's complaint or grievance is not settled as per 6.01 above, it shall be reduced to writing and processed in the following manner:

**STEP 1**

The employee, accompanied by his steward, shall present a written statement of the grievance to the Department Superintendent or his designate. The Department Superintendent or his designate shall provide a written response within seven (7) days (Saturday, Sunday and Paid Holidays excluded), after the grievance has been submitted.

Should the Department Superintendent or his designate fail to respond within the allotted time frame, the grievance shall be deemed to have been allowed, and the Company agrees to make the appropriate settlement. If the response from the Company is deemed unacceptable by the Union, the grievance shall be resubmitted within seven (7) days (Saturday, Sunday and Paid Holidays excluded) or it shall be considered withdrawn or abandoned.

**STEP 2**

A meeting between the President or his designate and the Union shall take place within ten (10) days, or at a date agreed to by both parties (Saturday, Sunday and Paid Holidays excluded) of the company response as provided in Step 1.

Should the grievance not be processed as outlined above by either party, it shall be considered either granted or withdrawn, unless extended as per Article 7.08 of this agreement.

At each step of the grievance procedure, the President or his designate will provide each Steward a copy of the Company's reply. All Company responses must be shared in written form (e.g., email) to the Teamsters Local 91 Business Representative.

- 6.04 Any complaint, difference or dispute arising between the Company and the Union shall be dealt with under STEP 2 provided a written complaint is filed by the grieving party with the other party within thirty (30) calendar days of the date of the occurrence giving rise to the grievance.
- 6.05 A claim by the Union that an employee has been unjustly discharged or suspended shall be treated as a grievance and shall be taken up under STEP 2 of the grievance procedure if a written statement of such grievance, signed by the employee, is lodged with the Company within five (5) working days (Saturdays, Sundays and Paid Holidays excluded) after the discharge or suspension is effected.
- 6.06 Such special grievance may be settled under the grievance procedure or arbitration by:
  - (a) Confirming the Company's action in suspending or discharging the employee; or,
  - (b) Reinstating the employee with full compensation for time lost; or,
  - (c) Any other arrangement which may be deemed just and equitable to the parties.
- 6.07 The Company will give notice in writing of the reasons for discharge, suspension or disciplinary demotion to an employee at the time such action is taken. A copy of such notice shall be given to the appropriate Steward and a copy forwarded to the Union.
- 6.08 The Company shall take disciplinary action against an employee within seven (7) days (Saturday, Sunday and Paid Holidays excluded) of the date of the incident or within seven (7) days (Saturday, Sunday and Paid Holidays excluded) of the date the Company became aware

of the incident.

- 6.09 (a) any notation of a reprimand or other disciplinary action placed on an employee's record shall not be used after an elapsed period of twelve (12) months.  
However, disciplinary letters and notes of reprimand will remain in the employee's file.
- (b) Every employee has the right to consult his personnel file, during working hours, provided he has previously notified the Human Resources Department and has received authorisation from his Supervisor to be absent from work.
- 6.10 For the purpose of investigating and processing an employee's grievance, a full-time representative of the Union and the Steward concerned, shall be entitled to inspect documentation from the Company which has relevance to that grievance, if the Union requests to see said documents.

#### **ARTICLE 7 - ARBITRATION**

- 7.01 When either party to the Agreement requests that a grievance be submitted to arbitration, they shall make such request in writing, addressed to the other party, within thirty (30) working days (Saturdays, Sundays and Paid Holidays excluded) of the decision in STEP 2 being communicated.
- 7.02 If the grieving party so wishes, grievances shall be heard by a single Arbitrator or a three (3) person Arbitration Board. If a single Arbitrator is requested, the party shall, in its notice of intent to proceed to arbitration, suggest a person to serve as Arbitrator. The other party shall respond within five (5) working days, either agreeing to the proposed single Arbitrator or suggesting alternative Arbitrators. If the parties cannot agree on an Arbitrator within five (5) working days, either party may request the Minister of Labour to appoint a single Arbitrator.
- 7.03 A request by either party for a Board of Arbitration shall name the party's appointee to the Board of Arbitration. The recipient of the notice shall, within five (5) working days (Saturdays, Sundays and Paid Holidays excluded), advise the other party of the name of its appointee to the Board of Arbitration.
- 7.04 The appointees to the Board of Arbitration shall then meet to decide upon the selection of the Chairperson of the Board. If the parties cannot agree upon the selection of the Chairperson within thirty (30) working days (Saturdays, Sundays and Paid Holidays excluded), either party may request the Minister of Labour to appoint an impartial third member as Chairperson.
- 7.05 Each party shall bear the expenses of presenting its own case and, if applicable, of its representative to a Board of Arbitration. The parties shall jointly and equally bear the expenses the third party of such Board of Arbitration, or of the single Arbitrator.
- 7.06 Either party shall have the right to appoint anyone it desires to represent it on an Arbitration Board without the right of the other party to object to such appointment.

- 7.07 The Arbitrator or Arbitration Board, as the case may be, shall not make any decision inconsistent with the terms of this Agreement, nor alter, modify or amend any part of this Agreement but shall only consider the questions in dispute.
- 7.08 The Union and the Company may, by mutual agreement, extend the deadlines stipulated in this Agreement. Such agreement should be confirmed in writing.

#### **ARTICLE 8 - STRIKES & LOCKOUTS**

- 8.01 During the term of this Agreement, the Union agrees that there will be no strike and the Company agrees that there will be no lockout.

#### **ARTICLE 9 - SENIORITY**

- 9.01 Length of service in the bargaining unit, will be the sole determining factor in ascertaining seniority. An employee will be considered on probation for ninety (90) calendar days. After the employee has acquired seniority under this clause, his seniority shall date back to the last date of hire. The probationary period may be extended for a period of not more than ninety (90) calendar days by mutual agreement of the Company and the Union. A probationary employee may be terminated at the sole discretion of the Company and such termination shall not be subject to the Grievance Procedure and/or Arbitration provided for in this Agreement. Such termination shall be deemed to be for just cause. The Company guarantees that no probationary employee will be terminated for the sole purpose of enforcing an additional probationary period.
- 9.02 (a) For Production Positions, seniority shall be the determining factor in lay-offs provided the employee with the greatest seniority has, in the reasonable judgment of the company, the ability, qualifications, physical fitness and, has availed and committed themselves to training opportunities to perform the work in question.
- (b) In matters of promotion, transfers to other jobs and, recalls from lay-offs for Production Positions, the Company shall consider the ability, skill and qualifications of the employee. Where these factors are relatively equal, seniority shall govern.
- (c) In matters of lay-offs, promotions and, transfers to other jobs, and recalls from lay-offs for Maintenance Positions, the Company shall consider the qualifications of the employee. Provided the employee has the necessary qualifications for the position as determined by the Company, seniority shall govern.
- 9.03 Seniority will continue to accumulate during absences caused by illness, or injury, or approved leave of absence, or lay-off.
- 9.04 A copy of the seniority list shall be provided to the Union and a copy posted on the plant bulletin board for employee's inspection. The Company agrees to provide to the Union every July 1st and December 1st, a seniority list which includes the employee's classification, start date, social insurance number, phone number and rate of pay. The Company will ensure that the posted list only includes the employee's name, start date and classification.

- 9.05 An employee shall lose all seniority and his employment will be terminated if:
- (a) the employee voluntarily quits the employ of the Company;
  - (b) the employee retires;
  - (c) the employee is discharged for just cause and is not reinstated in accordance with the provisions of this Agreement;
  - (d) following a recall from layoff, fails to notify the Company of his intent to return to work within five (5) calendar days of the date of mailing to him, by double registered mail, of notice to return to work, only if unable to be reached by telephone (such telephone conversation to be verified by a Steward), and thereafter fails to report to work within seven (7) calendar days of receipt of such double registered mail or telephone call.
  - (e) he is absent from work without permission for more than three (3) consecutive working days unless the employee has a bona fide reason;
  - (f) he is laid off for a period of more than eighteen (18) consecutive months.
- 9.06 Full-time employees will be given five (5) working days' notice (Saturdays, Sundays and Paid Holidays excluded) prior to any lay-off or five (5) days' pay in lieu of notice.
- 9.07 In the event of a lay-off or leave of absence, an employee may continue to participate in the Company's Health Plan and Pension Plan for a period of twelve (12) months or until the employee obtains other health coverage and or another Pension Plan, whichever is the sooner, if the individual pays one hundred percent (100%) of the premiums. The Company agrees to pay one hundred percent (100%) of the premium cost of the Health Plan and Pension Plan for the balance of the month in which the lay-off occurred, and for the first two (2) complete months of the lay-off. In the case of a leave of absence the Company will continue to pay one hundred percent (100%) of the premiums for the balance of the month in which the leave of absence occurred.
- 9.08 Employees who are laid off may decline to receive all accrued vacation leave, at the time of the lay-off, in accordance with provincial legislation.
- 9.09 It shall be the duty of the employees to inform the Company's personnel office, in writing, of any change of address or phone number.
- 9.10 The Company shall provide payment equal to one weeks pay at the regular rate for each year of service to any employee who is a member of the bargaining unit and whose employment is terminated due to lay-off, elimination of position or plant closure. This payment will not be paid if the employee is terminated for just cause. The above payments are in addition to any monies due under the employment standards regulations.

Payments under the above provision will only be made once for the same time period. Should the employee be recalled and subsequently laid-off, he will be entitled to payment for the period of time since the last payment period only.

#### 9.11 TRAINING

The Company and the Union recognise that employee training is paramount to the success of the Company and the continuation of operations at the Perth Plant. The Company shall establish the qualifications for all positions including, define the training required to achieve and maintain those qualifications, and determine when an employee has achieved those qualifications. It reserves the right to decide how to allocate the required number of training hours, if any, for each calendar year.

The Employer will ensure that all employees receive necessary on-the-job training and job exposure, by seniority, within a maximum of two (2) calendar years to gain or maintain qualification, as per the Employer Qualification Plan. Training will be delivered through regular rotation across roles during scheduled work hours. No postings or sign-ups are required, and overtime will only be assigned when necessary to ensure adequate production coverage.

The Company will determine the job skills required to constitute an employee as qualified in any particular job role. All other training will be offered based on operational requirements and legal requirements.

### **ARTICLE 10 - LEAVE OF ABSENCE**

- 10.01 In the event that the Union requires the services of one or more of its members as Business Agent, the employee(s) chosen shall have the right to a leave of absence without pay for the duration of the Collective Agreement. The Union must advise the Company, in writing, at least five (5) working days in advance, of the date on which the employee will be commencing their leave. The terms of this leave of absence will be automatically renewed for the term of each subsequent Collective Agreement. The employee(s) shall continue to accumulate seniority during such a leave. An employee on such leave must advise the Company, in writing, at least ten (10) days in advance, of the date on which they will be returning to work as a regular employee. An employee returning from such a leave will exercise their bumping options in accordance with the applicable bumping provisions of the Collective Agreement.
- 10.02 Unpaid leave of absences will be considered on an individual basis and will be granted at the discretion of the Human Resources and Management representatives taking into consideration the expected duration of the leave, the effect of the leave upon the workload of current employees and the needs of the Company. The Human Resources and Management representatives' permission for a leave of absence shall not be unreasonably withheld.
- 10.03 Any such leave of absence shall be without pay and without the other benefits in this Agreement, (except as provided for in 9.03), but the employee's seniority shall continue to accumulate during such leave of absence.
- 10.04 The Company will not grant an employee's request for leave of absence for the purpose of

employment with another company or becoming self-employed.

10.05 Maternity/Paternity Leave shall be granted in accordance with the Employment Standards Act.

10.06 Employees returning from a Leave of Absence shall be reinstated to their former position. If such former position no longer exists, such employee will be allowed to displace any employee who has less seniority provided he has, in the reasonable judgement of the Company, the ability, qualifications and physical fitness to do the work of the junior employee. An employee must provide the Company with seven (7) days' notice if returning prior to the expected expiration date of the requested leave.

10.07 There shall be no benefits, (except as provided for in 9.03), when an employee is on an unpaid Leave of Absence. However, employees shall not lose previously accrued benefits upon return from said Leave of Absence. Group Insurance benefits will remain in force only if the employee assumes one hundred percent (100%) of the cost of those benefits during this unpaid Leave of Absence.

#### **ARTICLE 11 - VACATIONS**

11.01 Each employee will be entitled to a vacation with pay in accordance with the following schedule:

- (a) Employees with one (1) year, but less than five (5) years of continuous service, will receive four percent (4%) of their gross earnings for the 12 month period preceding the vacation year, and ten (10), eight (8) hour days or seven (7), (six (6) for regular Weekend Maintenance employees), twelve (12) hour days of vacation as the case may be.
- (b) Employees with five (5) years, but less than nine (9) years of continuous service, will receive six percent (6%) of their gross earnings for the 12 month period preceding the vacation year, and fifteen (15), eight (8) hour days or ten (10), (nine (9) for regular Weekend Maintenance employees), twelve (12) hour days of vacation as the case may be.
- (c) Employees with nine (9) years, but less than twenty (25) years of continuous service, will receive eight percent (8%) of their gross earnings for the 12 month period preceding the vacation year, and twenty (20), eight-hour days or fourteen (14) (twelve (12) for regular Weekend Maintenance employees) twelve (12) hour days of vacation as the case may be.
- (d) Employees with twenty (25) years of continuous service, will receive ten percent (10%) of their gross earnings for the twelve (12) month period preceding the vacation year, and twenty-five (25), eight (8) hour days or seventeen (17) (fifteen (15) for regular Weekend Maintenance employees), twelve (12) hour days of vacation as the case may be.
- (d) "Gross Earnings" means the employee's gross earnings in accordance with a T-4 Statement of Remuneration Paid.

- (e) The Company will notify the employee when he acquires extra vacations and will give him the opportunity to book it at that time.
- (f) All vacations & floaters banks must be used by the end of each calendar year.

11.02 Any employee whose employment is terminated for any reason what so ever, shall receive his full vacation credits since the last vacation date upon which vacation pay was calculated.

11.03 Should any of the Paid Holidays listed in Article 12.01 fall within an employee's vacation period, he will be granted another day in lieu thereof. Such day shall be taken at a mutually agreeable time between the Company and the employee. The employee will be paid for such day in lieu of, provided he gave the Company two (2) weeks' notice.

11.04 (a) If an employee is prevented from going on his scheduled vacation because of illness or Worker's Compensation, such vacation shall be rescheduled upon his return to work, provided the employee returns to work within that vacation year. In any case, the employee remains entitled to vacation pay in the amount provided by this Agreement.

(b) It is agreed that where an employee has been absent because of illness, injury or approved leave of absence and has not earned sufficient earnings (in the mutual opinion of the Union and the Company) as a result of such absence, the requirement to take vacation within the calendar year can be waived in whole or in part, provided the Company and the Union are in agreement. In the even the Company and the Union are unable to agree, the employee shall be required to take the vacation in dispute.

11.05 Employees shall receive the aforementioned vacation pay on a separate cheque which shall be available to the employee on his last pay day prior to his departure on vacation. Employees will be allowed to request and receive any vacation monies over and above a regular week=s pay per vacation week. At least two (2) weeks' notice must be given by the employee to facilitate the processing of this cheque.

11.06 Employees will not be required to take vacation during any plant shutdown.

**ARTICLE 12 - PAID HOLIDAYS**

12.01 The following Paid Holidays will be granted to all employees with pay:

Labour Day	December 24 <sup>th</sup>
Christmas Day	Boxing Day
Canada Day	New Year's Day
Thanksgiving Day	Good Friday
Civic Holiday	Victoria Day
Family Day	Floater (3)

If an above-noted Paid Holiday falls on a Saturday, it shall be observed on the Friday preceding the holiday; if it falls on a Sunday, it will be observed on the Monday following the holiday. These

observances may be changed by the Company with proper notice to all employees. A list will be posted within a reasonable period of time, (no less than thirty (30) days), listing dates when the above-noted Paid Holidays will be observed.

An employee who performs work between 8:00 pm on December 24 and 8:00 pm on December 25 shall be paid a bonus of ninety dollars (\$90.00) as well as the appropriate hourly rate for all hours worked.

The floaters will be taken on an individual basis at a time mutually agreed to between the Company and the employee, or it can be used in case of personal or family emergency. Floaters may be broken up in a minimum of two (2) hour increments to allow employees to leave work early or arrive late when they have scheduled appointments. (i.e. doctors, dentists, etc).

When the Company is forcing on paid holidays they agree to force the junior man into the junior position starting with the nightshift vacancies. IE: Christmas/Boxing Day.

## 12.02 Personal Time

Employees who have completed twelve (12) months of service are entitled to three (3) personal days per calendar year. These days will be paid at straight time. They may be used in two-hour increments, subject to mutual agreement between the employee and the employer.

These hours may be used for:

- Personal emergencies
- Appointments
- Sick days
- General time off
- Personal days

Important Notes:

- No carry-over: Unused hours must be used within the same calendar year.
- These three days are aligned with the Employment Standards Act (ESA), which guarantees three unpaid, job-protected sick leave days annually for personal illness, injury, or medical emergencies.
- The employer reserves the right to automatically deduct from this bank for unplanned absences.
- For employees approved for short-term disability, the waiting period days will not be deducted from this bank. If deductions are made before approval, the bank will be readjusted accordingly.

- 12.03
- (a) To be eligible for Holiday pay, an employee must have worked on his last full scheduled shift prior to and on his next full scheduled shift after the Paid Holiday, unless the employee was on an authorized absence on any of those days.
  - (b) Should a Paid Holiday occur within an employee's leave of absence, he shall not

be paid for such Paid Holiday.

- 12.04 An employee who has a work-related accident, as defined by W.S.I.B. during his last work shift prior to a Paid Holiday will be paid for the Holiday.
- 12.05 The basis of payment for each of the above Paid Holidays shall be one (1) day's pay or one half (2) day's pay as the case may be.

### **ARTICLE 13 - HOURS OF WORK AND OVERTIME**

- 13.01 The regular work week for all full-time employees shall consist of forty (40) hours This shall not be construed as a guarantee of a certain number of hours/day or days/week.
- 13.02 There shall be no split shifts.
- (a) In the event an employee is required to change from his scheduled hours of work during the week, he shall be paid at the rate of two (2) times the regular hourly rate for all hours worked on the first scheduled shift following the change of shift. An employee must be contacted and informed directly by the company prior to a change in shift and no shift change shall be established as the employees scheduled shift until such direct communication has taken place.
- (b) In the event an employee is required to change from his scheduled hours of work resulting in two (2) consecutive thirty-six (36) hour weeks, he shall be paid at the rate of two (2) times the regular hourly rate for all hours worked on the first scheduled shift following the change of shift. An employee must be contacted and informed directly by the company prior to a change in shift and no shift change shall be established as the employees scheduled shift until such direct communication has taken place.
- 13.03 With the approval of management, employees will be allowed to switch shifts amongst themselves with the understanding that no overtime will be paid for any excess hours caused by such a switch.
- 13.04 An employee who is temporarily assigned to perform Lead hand responsibilities, the Lead hand premium will be paid for all hours worked in that capacity.
- 13.05 An employee who reports for work on either his regular scheduled shift or an overtime shift who has not been notified not to report for work will be guaranteed work for half of his scheduled shift or pay in lieu thereof. The Employer shall be responsible for contacting employees when work, either regular or overtime is cancelled.
- 13.06 If an employee has completed his day's work and has gone home and is subsequently called back to work by the Company, he shall be paid a minimum of four (4) hours pay at double time (2) times his normal straight time regular rate of pay, regardless of how little time he is required to work. This shall not apply to maintenance employees who are on call. If the employee is recalled more than twice before the start of his next regularly scheduled shift, he shall be paid a minimum of four (4) hours pay at two (2) times his normal straight time regular rate of pay, regardless of how little time he is required to work.

If the supervisor on duty feels it is necessary, the employee would have to remain for the four (4) hours.

13.07 No overtime work shall be approved for payment unless prior approval has been obtained from the employee's supervisor. Authorized overtime shall be compensated in the following manner:

- (a) Time and one half (1 1/2) for all hours of work performed outside the standard hours of work on any regular workday (24h period) and any time worked in excess of forty (40) hours in a seven (7) day period from Sunday to Saturday.
- (b) Time and one half (1 1/2) for any work performed:
  - on the sixth (6th) day for employees working five (5), eight (8) hour shifts,
  - on the first (1st) scheduled day off for employees working twelve (12) hour shifts.
- (c) Double (2) time for any work performed:
  - on the seventh (7th) day for employees working five (5), eight (8) hour shifts,
  - all subsequent scheduled days off prior to returning to his next regularly scheduled shift for employees working twelve (12) hour shifts.
  - for any work performed on a Paid Holiday, regardless of the shift the employee is working on.

13.08 When an employee accepts an overtime assignment, he is required to work the period he has accepted unless excused by management.

- a) Procedure for Requesting Overtime  
Any employee interested in working overtime must add their name to the posted overtime assignment form within the five (5) calendar day posting period, indicating their intent to be considered for overtime work. Overtime approval will be granted with a minimum of 24 hours' notice.
- b) Overtime Assignment Process  
The employer will assign available overtime shifts to interested employees based on seniority and relevant qualifications. If an employee who initially accepted an overtime assignment later notifies the employer that they are unable to fulfill the commitment, the employer will return to the overtime assignment posting and continue through the list of applicants, in order of seniority, to fill the necessary positions.

13.09 When an employee is asked to work overtime, he will be informed of the period of time his services will be required, and he will be paid at the applicable overtime rate for not less than that period.

- 13.10 (a) Where an employee works two (2) or more hours of overtime before the start of his regularly scheduled shift, he will be granted a paid ten (10) minute rest period as close to the end of the overtime.
- (b) Where an employee works two (2) or more hours of overtime immediately after the end of his scheduled shift, he will be allowed to take a paid ten (10) minute rest period before he commences his overtime. Thereafter, he will be entitled to further paid ten (10) minute rest periods after completing each additional two (2) hour period of overtime work.
- 13.11 The Company will pay twenty-five dollars (\$25.00) meal allowance and will be paid by direct deposit on the next scheduled pay to any employee who works two (2) or more hours of overtime, except for pre-arranged overtime.
- 13.12 (a) Employees who are absent from work on sick leave, or on a leave of absence without pay, shall not be offered an overtime assignment.
- (b) As referred to in Article A2.01 (a), paragraph 6 and B2.01 (a), paragraph 6, Employees will not be eligible or forced for overtime from the end of their last scheduled shift before their vacation to the start of their first scheduled shift after their vacation. It is understood and agreed that once all available full-time employees have declined the overtime, employees who are on vacation will be allowed to work the overtime prior to using people outside of the bargaining unit, followed by forcing employees who are not on vacation. Employees on their vacation will be called for overtime in order of seniority.
- 13.13 Notwithstanding any other clause in the Collective Agreement, no employee will be forced to work on less than sixteen (16) hours rest, except to deal with an emergency to carry out urgent repair work to the plant or equipment.

#### **ARTICLE 14 - HEALTH AND WELFARE**

- 14.01 The Company will provide and pay one hundred per cent (100%) of the following for all employees on the seniority list. The benefits booklet in effect at the time the current collective agreement is ratified will serve as the reference point for coverage for the following points. Benefits will commence upon successful completion of the probationary period.
- (a) Group life insurance plan which will insure the life of each employee for \$50,000.00 and each employee's spouse for \$20,000.00 and each employee's child for \$10,000.00.
- (b) Group accidental, death and dismemberment plan for its employees, same as (a) above.
- (c) a group sickness and accident insurance plan which will provide benefits payable beginning on the second (2<sup>nd</sup>) day of illness, first (1<sup>st</sup>) day of hospitalization for a maximum period of twenty six (26) weeks. Benefits payable during this period shall be seventy (70%) of the employees normal weekly salary up to a maximum \$1,000.00 per week. Employees are to be paid bi-weekly.
- (d) a group Semi-Private Hospital Supplement to a maximum of \$150.00 per night.

- (e) a group prescription drug plan which will provide for a Drug Card with a maximum cost to the employee of \$2.00 per prescription.
  - (f) a group Dental Care Plan based on the current O.D.A. schedule of fees which will include minor and major restoration based on the coverage stated in benefits booklet, e.g.: crowns, bridges, braces (orthodontia) and denture related services. Orthodontics includes coverage for all employees and their dependents with a benefit maximum of \$4,000.00 per person.
- (g) a group Vision Care Plan which will reimburse 100% up to \$500.00 every two (2) years for adults and every year for dependent children under 18, under 25 if still going to school.
- (h) a Travel Accident Plan which shall provide benefits for death, dismemberment and loss of sight and shall only be paid to employee's who are travelling on Company business. The benefit shall be the same as the AD&D described in Article 14.01 (b) and shall be paid in addition to that benefit when travelling on Company business. Out of Province medical coverage is also provided.
- (i) a group Extended Health Insurance Provision Plan, including Physiotherapy, Massage therapy and Chiropractic services coverage of 1500\$ grouped annually.
- (j) Effective September 1<sup>st</sup>, 2026 the amount will be increased to sixty-five (\$65.00) for all future years of service.
- (k) The Employer will contribute five hundred dollars (\$500.00) towards a Registered Retirement Savings Plan (RRSP) for all employees as of December 31st of each year of the Collective Agreement, provided they are not enrolled in the Defined Benefit Pension Plan.
- (l) For employees enrolled in the Defined Benefit Pension Plan, the Employer will contribute on thousand dollars (\$1000.00) towards a Registered Retirement Savings Plan (RRSP) for all employees as of December 31st of each year of the Collective Agreement.
- (m) All employees will be eligible for an additional employer matching contribution of up to one thousand four hundred dollars (\$1,400.00) annually, based on their own RRSP contributions.
- (n) Effective January 1, 2010. As was ratified December 20, 2009. Membership in the Defined Benefit Pension Plan is frozen. In its place, for new employees, the company will contribute eight percent (8%) annual gross wages to an RRSP which will be established for all employees not eligible for membership in the Defined Benefit Pension Plan.
- (o) a Long Term Disability Plan which commences after twenty-six (26) weeks of disability, (covered under the W.I.Plan), for two (2) years of own job disability and then total disability to age 65 and shall provide a benefit of no less than sixty-six and two third percent (66

2/3%) of the employee's monthly earnings as of the commencement date of the disability, up to a maximum of \$2,500.00 per month, regardless of extra income from other sources. Employees will be paid bi-weekly.

- (p) In the event that there is a delay in the payment for a disability claim for an employee, the company agrees to give the employee a salary advance equal to the amount he would have received from the insurance company or worker's compensation board for his disability payment. This payment will be made until payments commence from the insurance company or worker's compensation board or until a final resolution of his claim. To receive these payments the employee must sign a promissory note indicating a mutually acceptable repayment schedule.

14.02 The Company shall have the exclusive right to change said Plans or the insurance carrier provided there is no break in coverage or decrease in benefits. The Company agrees to notify the Union of any changes in these plans.

14.03 The Company shall have the exclusive administration of all of the above-noted plans, the terms of which are not incorporated herein by reference. Furthermore, eligibility for inclusion in any of these plans is controlled by the carrier. The Company is only committing to pay appropriate premiums for those employees eligible, under carrier requirements, to receive insurance coverage. The Company will do everything in their power to solve any problems between an employee and the insurance carrier.

14.04 The Company will continue to make reasonable provisions for the protection of the health and safety of the employees at the plant during hours of their employment. Protective devices, wearing apparel and other equipment necessary to protect employees from injury shall be provided at no cost to the employees in accordance with practices at the plant.

14.05 The Company and the Union agree that they mutually desire to maintain standards of safety and health in the work environment in order to prevent accidents, injury, and illness.

14.06 The Company further agrees that it shall comply with applicable Federal, Provincial and Municipal health and safety legislation and regulations, including the Occupational Health & Safety Act.

14.07 (a) Consistent with the Occupational Health & Safety Act, the Company agrees to provide clean and sanitary facilities with respect to lunch and washrooms, and the employees agree to keep these facilities in proper order.

- (b) The Company and the Union agree to co-operate with each other in order to eliminate accidents. It is agreed that all employees shall be responsible to report immediately to management any defective or dangerous procedures that may cause accidents. It shall be the duty of each employee to report promptly all injuries he suffers and all accidents involving the Company's property and equipment which occur while he is on duty.

14.08 Any medical examination requested by the Employer shall be promptly complied with by the employee provided however, that the Employer shall pay for all such examinations. The employee, the Union and, the Employer shall be entitled to a copy of the report of any such examination.

- 14.09 Wherever possible, where an employee is unable to report for work as scheduled, he will notify the Company two (2) hours prior to the beginning of his scheduled shift.
- 14.10 The Company agrees to provide first-aid supplies as required by the Worker's Compensation Act in areas readily accessible to employees.
- 14.11 A joint Company/Union safety committee shall monitor and report on plant safety.
- 14.12 A Lead hand, when so designated and classified by the Company shall be defined as an employee who shall co-ordinate the employees' work while performing similar work himself. He shall not have the authority to hire, fire, suspend or, discipline employees. He shall be a member of the Union and have seniority in accordance with the applicable articles in the Collective Agreement.

#### **ARTICLE 15 - BEREAVEMENT LEAVE**

- 15.01 (a) When a death in the immediate family of an employee occurs, the employee shall be eligible for leave with pay at his regular rate and his regular hours, not to exceed five (5) days (shifts). The immediate family shall mean wife (or common law), husband, son, daughter, stepchildren, father, mother, sister, brother, stepparents, step siblings or legal guardian. If the burial/funeral is scheduled to take place at a later date within a twelve (12) months period following the death, the employee shall be permitted to carry over one (1) day of the bereavement leave to attend the burial/funeral.
- (b) In the event of the death of an employee's father-in-law, mother-in-law, step-mother, step-father, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandfather, grandmother, or grandchild, he shall be allowed bereavement leave of three (3) days with pay at his regular hours and at his regular hourly rate provided he attends the funeral. Once per calendar year, the employer may approve an additional bereavement leave exception for a relative not listed above, based on the specific context. This exception is subject to documented proof and justification. It must be approved by both Human Resources and Management. The employee will be required to demonstrate the nature of the relationship through appropriate documentation. The employer will not unduly deny the request, provided the evidence is deemed sufficient and the justification aligns with company policy. If the burial/funeral is scheduled to take place at a later date a twelve (12) months period following the death, the employee shall be permitted to carry over one (1) day of the bereavement leave to attend the burial/funeral.
- 15.02 The Company agrees that if a death in the family, as described in Article 15.01 should occur while an employee is on vacation, the terms of this Article would prevail, and the employee would be entitled to reschedule his vacation to another mutually agreeable time within the same calendar year.

#### **ARTICLE 16 - GENERAL**

- 16.01 The Company will provide the Union with a bulletin board. The exact size, type and placement

of the bulletin board will be determined by the Company. The use of that bulletin board shall be for Union business. Under no circumstances shall the bulletin board be used for the promotion of political candidates or positions.

16.02 The Company shall provide free parking on the premises to all employees who use their own automobile for transportation. Employees must park in designated areas.

16.03 Wherever in the reading of this Agreement the masculine gender or the singular case is used it shall be understood to include the feminine gender and the plural case.

16.04 (a) When new types of equipment are introduced, technological changes made or, a new classification( which is covered under this Collective Agreement) which require special skills is established by the Company, hourly rates and required training shall be created by the Company. If the Union fails to agree on such hourly rates, the matter may be referred to arbitration.

When the Company makes a substantial change during the terms of this Agreement in the job content of an existing classification which in reality causes such classification to become a new classification, the Company agrees to meet with the Union in an effort to establish an appropriate rate of pay.

If the matter is not resolved following the meeting with the Union the matter may be referred to Arbitration as provided in the Agreement.

(b) If the new classification carries a higher rate, he will receive the new rate. If the reclassified position carries a lower rate, he will be allowed to displace any employee who has less seniority, as will any employee affected by such displacement, provided they have, in the reasonable judgement of the Company, the ability, qualifications and physical fitness to do the work.

16.05 Any employee either voluntarily or compulsorily reassigned or reclassified as a result of technological change(s) shall be provided a training and orientation period per Article 16.04 (a) above. Upon completion of the training and orientation period, the employee will receive the rate of pay for the position for which he is qualified.

Any employee unable to satisfy the requirements of the job after completing the training and orientation period, shall have the right to exercise his seniority and move to another job. He will be entitled to further training and orientation periods until he ends up in a job that he can do. He will then be paid the appropriate rate for the position which he ultimately occupies.

16.06 All required and necessary PPE, uniforms, and winter wear will be provided directly by the employer. This includes, but is not limited to:

- Safety footwear
- High-visibility clothing
- Protective outerwear suitable for winter conditions

The employer will establish and maintain a comprehensive list of required PPE, uniforms, and

winter wear tailored to the specific needs of each role and position within Omya Canada Inc. in collaboration with the Joint Health and Safety Committee (JHSC) to ensure alignment with operational requirements and evolving safety standards, while striving for the consistent use of preferred, high-quality personal protective equipment and related items.

The employer will also provide up to two (2) pairs of safety boots per year, with replacements available upon presentation of proof of wear and tear. The boots must meet CSA standards and be appropriate for the employee's role and Omya's standards.

16.07 In the event any of the terms or provisions of this Agreement shall be or become invalid or unenforceable by reason of law, directive, order, rule, or regulation now existing or hereafter enacted or issued, or any decision of a court or last resort, such invalidity or unenforceability shall not affect or impair any other terms or provisions hereof.

16.08 The parties understand and agree that the creation of APPENDICES "A" & "B" is for convenience only and not intended in any way to change the interpretation or past practice in the previous agreement.

#### **ARTICLE 17 - JURY AND WITNESS DUTY**

17.01 Employees who are compelled to present themselves for jury selection or duty in any court of law, or are required to attend as a witness in a court proceeding in which the Crown is a party, or are required by subpoena to attend a court of law or coroner's inquest in a case in which they or their family members are not a party shall be granted a leave of absence for this purpose. Upon completion of their jury or witness service such employees shall present to the Company a satisfactory certificate showing the period of such service, if the Company so requests.

17.02 The company shall pay such employees the difference between the jury duty pay or witness fees received and the wages he would otherwise have earned at his regular, straight-time hourly rate.

17.03 Such leave shall not constitute a break in service for the calculation of benefits covered by this Agreement.

#### **ARTICLE 18 - NO DISCRIMINATION**

18.01 The Company and the Union agree that there will be no discrimination against any employee, by either party, contrary to the Canadian Charter of Rights and Freedoms, provided that the retirement of an employee within the provisions of the pension plan shall not amount to discrimination.

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## **ARTICLE 19 - WAGES AND CLASSIFICATIONS**

- 19.01 The job classifications and hourly rates of pay are referred to in the appropriate Appendices.
- 19.02 All new employees shall receive the probationary rate of pay during their probationary period. Upon satisfactory completion of the probationary period, the employee will receive the rate of pay for the job for which he was hired.
- 19.03 In addition to the rates of pay in A6.01 and B5.01, the company shall pay the following premiums in addition to the rates of pay outlined in Articles A6.01 and B5.01:
- Afternoon shift premium: \$0.85 per hour
  - Night shift premium: \$1.10 per hour
  - 24x7 schedule premium: \$1.70 per hour
  - Weekend premium (3x12h schedule): \$3.50 per hour

All premiums listed above shall be included in the calculation of overtime. The 24x7 and weekend premiums apply only to employees assigned to the respective schedules.

For clarity, an afternoon shift is a shift that commences after twelve (12) noon and a night shift is a shift that commences after six (6) p.m.

- 19.04 Employees will be paid bi-weekly.

## **ARTICLE 20- DURATION OF AGREEMENT**

- 20.01 Unless changed by mutual consent, this Agreement shall continue in full force and effect from **January 1, 2026 until December 31st, 2029** and shall continue automatically thereafter for one (1) year periods unless one (1) party notifies the other in writing within a period of ninety (90) days immediately prior to the expiration date that it desires to amend the Agreement.
- 20.02 Negotiations shall begin within fifteen (15) days following notification for amendment, as provided in the preceding paragraph, unless otherwise agreed to by the parties.
- 20.03 Where notice to amend the Agreement is given, the provisions of this Agreement shall continue in full force until a new Agreement is signed or the right to strike or lock-out accrues, whichever occurs first.
- 20.04 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

**APPENDIX :A:****“PRODUCTION”****ARTICLE A1 - JOB POSTINGS, PROMOTIONS & TRANSFERS**

- A1.01        When a permanent vacancy needs to be filled, notice of such original vacancy will be posted on the bulletin board. Such notice shall remain posted for a period of five (5) working days (Saturdays, Sundays and Paid Holidays excluded) and eligible employees will have the right to bid for the position. Selection to such positions shall be made on the basis of Article 9.02 (b).
- The Company will post for up to two (2) working days on the bulletin board the name of any successful applicant and will similarly give a copy of such notice to the steward and a hard copy will be filed in the Union resource room.
- The Company provide the list of applicants for each posted job to the Chief Steward, shown in order of seniority, at the close of the posting.
- A1.02        The vacancy caused by filling the initial vacancy and any resulting vacancies under Article 9.02 (b) shall be offered to the employee with the greatest seniority. If the senior employee declines the position, it will be offered to the next senior employee, and so on down the seniority list.
- A1.03        (a)    A successful applicant for a posted job and employees who fill the vacancy or vacancies as the case may be, resulting from the successful application will be placed in those jobs for the required training period followed by a trial period not exceeding fifteen (15) working days. During such period, the Company will extend to the employee reasonable instruction in the normal requirements of the job. If an employee is unable to perform the normal requirements of the job during the trial period to the reasonable satisfaction of the Company he will be returned to his former job at his former rate of pay as will any other employee in the bargaining unit who was promoted or transferred as a result of the original posting.
- (b)    If an employee does not qualify during such period and is returned to his former job, or if he is returned to his former job at his own request during such period, the resulting vacancy will be offered in accordance with Article 9.02 (b) to the other employees who bid for the job.
- (c)    During a training period, if an employee is unable to perform the requirements of the job, to the reasonable satisfaction of the company or if the employee withdraws at his own request, said employee cannot apply for the same job for a period of one year, except in the case of a layoff, job elimination or technological change.
- A1.04        If there is no successful applicant for a posted job, the Company may then fill the vacancy from outside the bargaining unit.

- A1.05 In cases of temporary assignments expected to last thirty (30) working days or less the Company shall offer the assignments to the senior qualified employee(s). Operational factors may limit the Company's ability to offer the assignments to the senior qualified employee.

## **ARTICLE A2 - VACATIONS**

- A2.01 (a) On or about February 1<sup>st</sup> of each year the Company will have each employee come into the office, in order of seniority, to book his vacation. The Company will confirm two (2) employees on the 12h rotation and one (1) employee on the 8h rotation, per shift, per block. The Company has the exclusive right to ensure that the remaining employees not on vacation in any period have the skills and qualifications necessary to maintain operations.

Employees who give up their choice of part or all of their vacation time by not scheduling at this time, thereby leaving their vacation pending, will thereafter have to take whatever is available, and this, on a first come - first serve basis. Employees will be entitled to book blocks and request single days. It is clearly understood that blocks will be given precedence over single day requests.

Ten (10) days notice is required before the requested vacation period for a block and five (5) days for a single day request. The Company may approve vacations requested where sufficient notice was not given.

The Company may, after the initial booking, approve any request for more than two (2) employees per shift anytime throughout the year. The Departmental Manager will review such request but retains the exclusive right to determine the number of employees in excess of two (2) on vacations at any one time. The Company's answer for such additional requests will be given to the employee no later than his last scheduled shift prior to the start of the requested vacation.

Vacations must be taken in appropriate blocks. Banked Paid Holidays may be booked as single days or in blocks, at the employee's request.

Vacations must be taken in blocks of Friday, Saturday, Sunday or Monday, Tuesday or Wednesday, Thursday, with the exception of up to three (3) days which can be booked as single days. Banked Paid Holidays may be booked as single days or in block, at the employee's choice.

Employees will not be eligible or forced for overtime from the end of their last scheduled shift before their vacation to the start of their first scheduled shift after their vacation.

Under no circumstances will approved vacations be cancelled by the Company except in the case of a breakdown, fire or other event that significantly impacts customer deliveries. Employees will be reimbursed for any proven out of pocket expenses caused by the cancellation of their vacation.

The Company will issue on or before March 1 of each year, a vacation schedule, which will include every vacation that has been approved.

- (b) Any remaining vacations must be scheduled by October 1<sup>st</sup> of the calendar year except the week of one-day increments. A notice of reminder will be issued by September 1 of the calendar year and all vacations must be taken by the end of the calendar year.

### **ARTICLE A3 - PAID HOLIDAYS**

- A3.01 The Company will review sales and inventory prior to Christmas each year. After this review, they will determine the manpower requirements and allow as many employees as possible to be off work during the period of 8 p.m. December 24<sup>th</sup> to 8 a.m. December 26<sup>th</sup>. This will also be dependent on having the plant operations secured.

### **ARTICLE A4 - HOURS OF WORK AND OVERTIME**

- A4.01 The standard work week will consist of the following, but may be changed from time to time by mutual agreement. Changes of less than two (2) hours in starting and quitting times will not require mutual agreement but will instead require a seventy-two (72) hour notice.

Hours averaging agreements apply to all schedules; there is no built-in overtime for average hours worked over 44 per week. All workers may be assigned to Wet and/or Dry operations interchangeably. The current practice of assigning jobs based on seniority will continue. However, if the assigned task is no longer required during the shift, management reserves the right to reassign the worker to another task.

#### **a) 24x7 day Rotation**

- Shifts rotate through days and nights, following a four-week cycle:
  - **Day Shift:** 8:00 a.m. – 8:00 p.m.
  - **Night Shift:** 8:00 p.m. – 8:00 a.m.
- Each schedule averages 42 hours per week over the cycle.
- A shift premium is added to the 24x7 rotation.
- 3 paid twenty (20) minute rest periods.
- 10 minute wash up period.
- (Arrangement of shift schedules will be by mutual agreement.)

#### **(b) 24x5 day Rotation**

- Shifts rotate through days and nights, following a three-week cycle:
  - **Day Shift:** 8:00 a.m. – 8:00 p.m. (Monday to Friday)
  - **Night Shift:** 8:00 p.m. – 8:00 a.m. (Sunday to Thursday)
- Each schedule averages 40 hours per week over the cycle.
- 3 paid twenty (20) minute rest periods.
- 10 minute wash up period.
- (Arrangement of shift schedules will be by mutual agreement.)

**(c) Day Shift**

- 8:00 a.m. – 4:00 p.m.
- Monday – Friday, 5 days per week.
- 1/2 hour paid lunch break.
- 2 paid fifteen (15) minute rest periods.
- 10 minute wash up period.
- (Arrangement of shift schedules will be by mutual agreement)

**(d) 12x3 day Rotation**

- Weekend shifts:
  - **Day Shift:** 8:00 a.m. – 8:00 p.m. (Fri-Sun)
  - **Night Shift:** 8:00 p.m. – 8:00 a.m. (Fri-Sun)
- Each schedule is 36 hours per week and paid for 36 hours
- 3 paid twenty (20) minute rest periods.
- 10 minute wash up period
- (Arrangement of shift schedules will be by mutual agreement.)

**(e) 10x4 day Rotation**

- **Shift:** 8:00 a.m. – 6:00 p.m., Tuesday to Friday
- Four 10-hour days per week.
- 1/2 hour paid lunch break.
- 2 paid fifteen (15) minute rest periods.
- 10 minute wash up period
- (Arrangement of shift schedules will be by mutual agreement.)

A4.02

Overtime contiguous with an employee's shift will be offered by shift seniority. The most junior qualified employee may be required to work the overtime refused by the more senior employees.

- (b) All other overtime will be posted and offered by seniority. Each posting will indicate the primary vacancy and all other possible resulting vacancies. If the primary vacancy is filled, all remaining possible vacancies will be automatically cancelled. The Company agrees to post the position of the senior employee who is off as opposed to the senior position.
- (1) If the primary vacancy is not filled, the most senior applicant for the possible resulting vacancies will be approved and the Company will re-assign, in order of seniority, the other employees as required.
- (2) Should there be no applicants for the overtime, the Company will first bump up on the shift in order of seniority, then endeavour to utilise people from outside the bargaining unit to fill the most junior position, prior to requiring the most junior qualified employee to fill the primary vacancy.
- (3) If no qualified employees can be forced to fill the primary vacancy, then the most junior qualified available employee will be forced to work the most junior position while maintaining production requirements, prior to cancelling the overtime assignment.

- (c) An employee reporting for overtime will only have to perform the regular duties of the position offered and accepted. Such duties shall not include cleanup outside of that assigned to the position.
- (d) In the event that a call in has been completed and does not result in the required number of employees for the overtime, employees will have one (1) hour after the last call is completed to advise the Company that they are available. Overtime vacancies will be filled in the hour after the call in by the first employee who calls regardless of seniority.

After the one (1) hour has elapsed, people outside the Bargaining Unit will be used to fill the vacancies and regular employees may be denied the overtime related to the call in. The Company may still accept requests from employees after the one (1) hour has elapsed.

- (e) The Company agrees to exhaust all options for staffing during Christmas Day (defined as the twenty four hour period beginning 8 p.m. December 24 and ending 8 p.m. December 25) prior to forcing the same employee to work during this period two (2) years in succession. For clarity, the first year the most junior available employee(s) will be forced and the second year the next senior available employee(s) will be forced for the sole purpose of preventing the same junior employee(s) from working the Christmas Day, referred to above, two (2) consecutive years. The third (3<sup>rd</sup>) year the rotation will revert back to the most junior employee(s) and so on. It is further agreed that an employee who was forced but was not required to work and-or only worked a partial shift(s) would not be forced during the same period the following year.

#### **ARTICLE A5 - GENERAL**

- A5.01 The Company agrees to supply each employee with uniforms, to replace them as needed and to have said uniforms cleaned weekly, all at no cost to the employees.
- A5.02 The parties agree that the duties of all employees will be the maintenance of all the equipment and that all employees will be involved in the work related to optimization provided that this work is within the capabilities and expertise of the employees.

**ARTICLE A6 - WAGES AND CLASSIFICATIONS**

A6.01 The following are the job classifications and hourly rates of pay:

The following wage increases will apply to all employees for the duration of the agreement:

**PRODUCTION**

<b>Year</b>	<b>Production Operators</b>	<b>Lead Hand*</b>	<b>Labourer</b>	<b>Probationary/Student</b>
Jan 1, 2026	\$38.78	\$43.44	\$33.23	\$27.79
Jan 1, 2027	3.25%	3.25%	3.25%	3.25%
Jan 1, 2028	3.25%	3.25%	3.25%	3.25%
Jan 1, 2029	3.25%	3.25%	3.25%	3.25%
<i>*Lead Hand Premium: \$4.66 per hour</i>				

*\* The Lead Hand rate will apply only to employees designated as Lead Hands at the time of ratification. This rate will be transitioned to a premium through attrition—either upon retirement or if the employee exits the 24x7 schedule. Going forward, Lead Hands & backup Lead Hands will only be assigned on the 24x7 schedule*

**APPENDIX "B"**

**"MAINTENANCE"**

**ARTICLE B1 - JOB POSTINGS, PROMOTIONS & TRANSFERS**

B1.01 When a permanent vacancy needs to be filled, notice of such original vacancy will be posted on the bulletin board. Such notice shall remain posted for a period of five (5) working days (Saturdays, Sundays and Paid Holidays excluded) and eligible employees will have the right to bid for the position. Selection to such positions shall be made on the basis of seniority provided the employee has, in the reasonable judgement of the Company, the ability and qualifications to perform the work. For clarity, the Company may, at its sole discretion determine the qualifications necessary for maintenance type positions. If an employee is absent for any reason whatsoever, he shall be notified regarding the job vacancy and permitted to bid for the vacancy.

The Company will post for up to two (2) working days on the bulletin board the name of any successful applicant and will similarly give a copy of such notice to the steward and will also send a copy to the Union.

The Company provide the list of applicants for each posted job to the Chief Steward, shown in order of seniority, at the close of the posting.

B1.02 If there is no successful applicant for a posted job, the Company may then fill the vacancy from outside the bargaining unit.

B1.03 In cases of temporary assignments expected to last thirty (30) working days or less the Company may offer the assignments to the senior qualified employee (s). Operational factors may limit the Company's ability to offer the assignments to the senior qualified employee.

**ARTICLE B2 - VACATIONS**

B2.01 (a) On or about February 1<sup>st</sup> of each year the Company will have each employee come into the office, in order of seniority, to book his vacation. The Company will immediately confirm two (2) employees per shift, per block plus one (1) employee for one day during that vacation week.

Employees who give up their choice of part or all of their vacation time by not scheduling at this time, thereby leaving their vacation pending, will thereafter have to take whatever is available, and this, on a first come - first serve basis. Employees will be entitled to book blocks and request single days. It is clearly understood that blocks will be given precedence over single day requests.

Ten (10) days' notice is required before the requested vacation period for a block and five (5) days for a single day request. The Company may approve vacations requested where sufficient notice was not given.

The Company may, after the initial booking, approve any request for more than two (2) employees per shift anytime throughout the year. The Departmental Manager will review such request but retains the exclusive right to determine the number of employees in excess of two (2) on vacation at any one time. The Company's answer for such additional requests will be given to the employee no later than his last scheduled shift prior to the start of the requested vacation.

Vacations must be taken in blocks starting with the first regularly scheduled shift of the week with the exception of up to five (5) days which can be booked as single days. Banked Paid Holidays may be booked as single days or in block, at the employee's choice.

Employees will not be eligible or forced for overtime from the end of their last scheduled shift before their vacation to the start of their first scheduled shift after their vacation.

Under no circumstances will approved vacations be cancelled by the Company except in an event of a catastrophic nature. Employees will be reimbursed for any proven out of pocket expenses caused by the cancellation of their vacation.

The Company will post on or before March 1 of each year, a vacation schedule, which will include every vacation that has been approved.

(b) Any remaining vacations must be scheduled by October 1<sup>st</sup> of the calendar year except the week of one-day increments. A notice of reminder will be issued by September 1 of the calendar year and all vacations must be taken by the end of the calendar year.

- B2.02 (a) For employees regularly scheduled to work eight-hour shifts, vacations must be taken in minimum of one-week (five, 8-hour days) increments starting with the first regularly scheduled shift of the week. However, one week may be taken in one (1) day increments provided that two (2) weeks' notice is given prior to each vacation day.

**ARTICLE B3 - HOURS OF WORK AND OVERTIME**

B3.01 The standard work week will consist of the following but may be changed from time to time by mutual agreement. Changes of less than two (2) hours in starting and quitting times will not require mutual agreement but will instead require a seventy-two (72) hour notice.

- (a) 8:00 a.m. - 4:00 p.m.  
Monday - Friday, 5 days per week  
1/2 hour paid lunch break.  
2 paid fifteen (15) minute rest periods.
- (b) 3:30 p.m. - 11:30 p.m.  
Monday - Friday, 5 days per week.  
1/2 hour paid lunch break.  
2 paid fifteen (15) minute rest periods.

(Arrangement of shift schedules will be by mutual agreement)

- (c) 12x3 day Rotation  
 Weekend shifts:  
 Day Shift: 8:00 a.m. – 8:00 p.m. (Fri-Sun)  
 Each schedule is 36 hours per week and paid for 36 hours  
 3 paid twenty (20) minute rest periods.  
 10 minute wash up period  
 (Arrangement of shift schedules will be by mutual agreement.)

B3.02 When overtime is worked by an employee and that overtime does not allow an eight (8) hour rest period between the end of the overtime and the start of that employee's regular start time, the employee will be paid his regular rate of pay for all hours lost between his regularly scheduled start time and the end of his eight (8) hour rest period.

Banked overtime: All Maintenance Employees having completed their probationary period will be permitted to bank up to forty (40) hours of time off in lieu. Scheduled overtime does not qualify for banking purposes. Such time may be used for days off when mutually agreed between the Employee and Management. All unused banked hours will be paid at the appropriate rate on the last pay day of the Calendar year.

B3.03

- a) Employees on a seven (7) or more week rotation required to carry a beeper or be on standby will receive eighty-five dollars (\$85.00) per month provided no call is refused during that month. If a call is serviced, it will not be considered refused.
- b) Employees on a less than seven (7) week rotation required to carry a beeper or be on standby will receive one hundred and thirty dollars (\$130.00) per month provided no call is refused during that month. If a call is serviced, it will not be considered refused.
- c) When an employee is forced to be on-call for a full week, they will receive an additional on-call premium for each such week. When an employee is forced to be on call for two or more consecutive weeks, they will receive an additional on call premium for each additional week on call.

B3.04 Overtime contiguous with an employee's shift will be offered by shift seniority and qualifications. The most junior qualified employee may be required to work the overtime refused by the more senior employees.

- (a) All other overtime will be posted as follows:
- (1) Post the shifts individually as overtime opportunities and award on the basis of overall seniority and qualifications. The most junior qualified employee available can be required to work the overtime refused by the more senior employee.
  - (2) Post by overall seniority to have someone on-call. In the event that there are no volunteers, the employee who is scheduled to work the afternoon shift for that week will be on-call.

- (3) Lubrication Only: Scheduled overtime and call outs are based on the scope of work as outlined in the job description and PMs. Also, major lubrication tasks requiring addition or replacement of 20 litres or more of oil.
  - (4) Instrumentation Only: Scheduled overtime or call outs are based on the scope of work as outlined in the job description, as well as work outside of the electrician's expertise with regard to instrumentation.
- (b) Should there be no applicants for the overtime, the Company will endeavour to utilise people from outside the bargaining unit to fill the position, prior to requiring the most junior qualified employee to fill the vacancy.
  - (c) An employee reporting for overtime will only have to perform the regular duties of the position offered and accepted.
  - (d) In the event that a call in has been completed and does not result in the required number of employees for the overtime, employees will have one (1) hour after the last call is completed to advise the Company that they are available. Overtime vacancies will be filled in the hour after the call in by the first employee who calls regardless of seniority.

After the one (1) hour has elapsed, people outside the Bargaining Unit will be used to fill the vacancies and regular employees may be denied the overtime related to the call in. The Company may still accept requests from employees after the one (1) hour has elapsed.

- (e) The Company agrees to exhaust all options for staffing during Christmas Day (defined as the thirty-two (32) hour period beginning 4 p.m. December 24 and ending 11.59 p.m. December 25) for all eight (8) hour shifts and as the 24-hour period beginning 8 P.M. December 25 for all 12-hour shifts) prior to forcing. An employee cannot be forced on Christmas day in consecutive years.

#### **ARTICLE B4 - GENERAL**

B4.01 The Company realizes the importance of maintaining and increasing the quality of its workforce and as such the maintenance employees will be offered training opportunities as identified.

B4.02 Apprenticeship

- a) The Company may establish an Apprenticeship Program(s). When it decides to do so, the Company will post for apprentice vacancies. All candidates will complete a mechanical Aptitude test to determine skills and capabilities. Only candidates with adequate skills will be considered.
- b) If no internal candidate is selected, the Company may hire a new employee to fill the vacancy.

c) Apprenticeship wages are as follows:

Start	Maintenance "A" rate of pay;
After successful completion of 1st year exam	Maintenance "B" rate of pay;
After successful completion of 2 <sup>nd</sup> year exam	Maintenance "C" rate of pay;
After successful completion of 3 <sup>rd</sup> year exam	Maintenance "D" rate of pay.

d) To qualify to remain in the apprenticeship program, the apprentice:

1. must satisfy the application requirements of the apprenticeship program.
2. must agree to complete the apprenticeship program in its entirety.
3. The apprentice may have his program cancelled for just cause.
4. If the apprentice is unsuccessful in obtaining his trade license or at any other step in the provincial licensing process, an internally selected apprentice shall bump the most junior employee working in production; an external employee hired for the sole purpose in filling an apprenticeship will be terminated.
5. The apprentice must provide proof of attendance and record of completion of every stage of the day education.

e) The apprentice will be paid for the time that he attends day education and for other such reasonable expenses that the company may decide.

f) No apprentice, prior to completing his 3rd year, will be expected to participate in the afternoon shift of forced for overtime. The apprentice may work overtime if all maintenance "D" employees have been offered such overtime and provided at least one maintenance "D" employee is also working.

B4.02

a) The Company agrees to supply each employee with uniforms, to replace them as needed and to have said uniforms cleaned weekly, all at no cost to the employees.

B4.03 TOOL POLICY

- a) All special tools will be provided and maintained by the Company.
- b) The company will provide and maintain all the tools necessary to perform lubrication work.
- c) The company will provide three hundred fifty dollars (\$350.00) every September 1<sup>st</sup>, to each Maintenance employee who has provided his own tools when hired. This will be used as a credit

for wear and tear, and replacement in case of loss or breakage.

- d) If the value of the tool is higher than the two hundred fifty dollars (\$250.00), the company will pay the difference over the two hundred fifty dollars (\$250.00).
- e) The company will provide replacement tools of equal quality for employee tools that are lost due to burglary or fire after the completion of all investigations, including police investigations when necessary.

**ARTICLE B5 - WAGES AND CLASSIFICATIONS**

B5.01 The following are the job classifications and hourly rates of pay:

**MAINTENANCE**

Date	Maintenance Tech E	Maintenance Tech D	Maintenance Tech C	Maintenance Tech B	Maintenance Tech A
Jan.1 2026	\$45.68	\$44.57	\$38.11	\$36.79	\$35.34
Jan.1 2027	3.25%	3.25%	3.25%	3.25%	3.25%
Jan.1 2028	3.25%	3.25%	3.25%	3.25%	3.25%
Jan.1 2029	3.25%	3.25%	3.25%	3.25%	3.25%

Employees in the "Maintenance Tech E" classification will be granted if the employee possess any additional Government approved Journeyman's ticket, Technical Degrees, Diplomas and/or Certificates. The Government approved Journeyman's ticket, Technical Degrees, Diplomas and/or Certificates must be in a field in which they may be asked to perform tasks, and it must be related to their maintenance functions.

The Company will provide the Union Office and all the Stewards with copies of job descriptions, as well as any revisions.

All Letters of Understanding shall form part of this Collective Agreement and any subsequent Collective Agreement unless agreed to by the parties.

Signed at Perth, Ontario, this 8th day of December 2025.

**FOR THE COMPANY:**

**FOR THE UNION:**

  
Cagatay Yilmaz

  
Reg Hall

  
Tom Lalonde

  
Brant Heney

  
Eric Gelinias

  
Jordan Somerville

  
Duy Nguyen

  
Justin Kimball

  
Pierre Grant-Marceau

  
Sydney Jordan

## LETTER OF UNDERSTANDING

Between

**OMYA CANADA INC.**  
(Hereinafter referred to as the "Company")

And

**TEAMSTERS LOCAL UNION No.91**  
(Hereinafter referred to as the "Union")

### STAGES OF TURNOVER FOR PRODUCTION EQUIPMENT

#### Stage #1 (Construction):

- Maintenance:** **Not turned over.** Not mandatory for their involvement. Can be involved for recommendations to the equipment at the discretion of the company. During this stage Article 2.02(a), (b), (c), 2.03(a), and all other related Articles do not apply.
- Production:** **Not turned over.** Not mandatory for their involvement. Can be utilized for recommendations to the equipment at the discretion of the Company. During this stage Article 2.02(a), (b), (c), 2.03(a), and all other related Articles do not apply.
- Engineering:** Build, operate, maintain, modify, repair, etc. In other words the Engineering Department can do whatever they want during this stage without having to utilize the services of unionized Maintenance and/or Production Employees.

#### Stage 2 (Commissioning):

- Maintenance:** **Not turned over.** Can be utilized for recommendations, training and commissioning at the discretion of the Company. During this stage Article 2.02(a), (b), (c), 2.03(a), and all other related Articles do not apply.
- Production:** **Not turned over.** Can be utilized for recommendations, training and commissioning at the discretion of the Company. After the company has produced saleable products for 72 hours, the company will offer the work to unionized production employees and the Collective agreement will apply.
- Engineering:** **Not turned over.** Build, operate, maintain, modify, repair, etc. In other words the Engineers can do whatever work they want during this stage without having to utilize the services of unionized Production Employees. The day to day

maintenance of the equipment is not the responsibility of the Unionized Maintenance Employees

**Stage 3 (Completely turned over):**

**Maintenance:**      **Turned over.** During this stage the Maintenance Department is responsible for the maintenance of all the equipment and involved in the work related to optimization provided that this work is within the capabilities and expertise of the Maintenance Department. During this stage all Articles of the Collective Agreement are applicable with the exception of the work covered by the Deficiency List and/or warranty.

Capabilities and Expertise as referred to above means:

- (a)    Jobs that require 3 men or less;
- (b)    Jobs that can be done within production requirements utilizing maintenance employees;
- (c)    Jobs which are beyond the technical level in the maintenance department.

**Production:**              **Turned over.** During this stage the Unionized Production employees are responsible for the operations of the equipment. During this stage all articles of the Collective Agreement are applicable.

**Engineering:**            Engineering will continue to be involved in all Plant optimization, recomissioning and re-design on an on-going basis.

Signed at Perth, Ontario, this   8th   day of   December   2025.

**FOR THE COMPANY:**

  
\_\_\_\_\_  
Pierre Grant-Marceau

**FOR THE UNION:**

  
\_\_\_\_\_  
Reg Hall

**LETTER OF UNDERSTANDING**

Between

**OMYA CANADA INC.**  
(Hereinafter referred to as the "Company")

And

**TEAMSTERS LOCAL UNION No.91**  
(Hereinafter referred to as the "Union")

**VOLUNTEER FIREFIGHTERS and AUXILIARY POLICE OFFICERS**

Omya Canada Inc. realizes the importance of the role that the Volunteer Fire-fighter plays in the Perth and surrounding communities.

With this in mind, Omya Canada Inc., will compensate those employees who are volunteer fire-fighters and/or auxiliary police officers for any regularly scheduled time lost due to being called away from work for emergency situations. This will also include being called out while off from work and not being able to report for part or, all of, their regular shift.

This letter limits the number of volunteer fire fighters and auxiliary police officers to those employees who are volunteer fire-fighters and auxiliary police officers on August 31, 2006. Permission for additional employees to be covered by this Letter of Understanding will be at the sole discretion of the Company.

8th

Signed at Perth, Ontario, this 8th day of December, 2025.

**FOR THE COMPANY:**

  
Pierre Grant-Marceau

**FOR THE UNION:**

  
Reg Hall

**LETTER OF UNDERSTANDING**

Between

**OMYA CANADA INC.**

(Hereinafter referred to as the "Company")

And

**TEAMSTERS LOCAL UNION No. 91**

(Hereinafter referred to as the "Union")

**Use of Students**

The Company and the Union agree that Students will only be utilized in the following manner:

1. There shall be a maximum of one (1) student per shift.
2. The Classification scale will include the Classification of student.
3. That students shall be paid the rate of a probationary employee.
4. That students will only utilized during the summer months from May 1<sup>st</sup> – Sept. 1<sup>st</sup>.
5. Students shall be restricted from driving any type of mobile equipment such as forklifts and sweepers etc.
6. Students shall only work in the bagging department and then only on Super-sacks and clean up.
7. Students may also work on overtime clean-ups after all full time bargaining unit employees have been offered the opportunity.

Signed at Perth this 8th day of December, 2025.

For the Company

  
Pierre Grant-Marceau

For the Union

  
Reg Hall

**LETTER OF UNDERSTANDING**

Between

**OMYA CANADA INC.**  
(Hereinafter referred to as the "Company")

And

**TEAMSTERS LOCAL UNION No. 91**  
(Hereinafter referred to as the "Union")

**PROCEDURE FOR OVERTIME CALL-IN**

The following procedure will be utilized when calling employees for overtime opportunities:

Fill the call-in opportunity list with the available employees, per the work schedule.

Follow the collective agreement for seniority, qualifications, trainees, etc. as per Article 17.05 (2)


Call employees accordingly to prevent any dispute, the calls will be handled as follows:

- answers will be limited to YES or NO
- a busy signal will mean that the employee is not available
- messages will be left on answering machines saying only, "Omya calling"
- a record of all phone calls to employees will be kept (supervisors/foremen making calls from other than the plant phone will use a cell phone so that there will be a record)
- calls to employees will be of sufficient length so the employees will have an opportunity to respond.

If, during the course of this procedure, another position becomes available for overtime opportunities, the procedure will begin again, and all employees on the call-in list will be called a second time and offered the opportunity accordingly. Once signed, this letter will form an integral part of the collective agreement and will therefore be arbitrable.

Signed at Perth, Ontario, this 8th day of December, 2025.

FOR THE COMPANY

  
Pierre Grant-Marceau

FOR THE UNION

  
Reg Hall