

AGREEMENT

Between

INVISTA (Canada) Company – Millhaven Site



and

**Communications, Energy and
Paperworkers Union of Canada
and its Local 9670**



00867(08)

Effective 16 August 2006

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MEMORANDUM OF AGREEMENT

Entered into this 16 day of August 2006

BY AND BETWEEN

INVISTA (Canada) Company – Millhaven Site,
a corporation of Canada

and

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA, AND ITS LOCAL 9670, Millhaven, Ontario, hereinafter called the “Union”, WITNESSETH THAT, in consideration of the mutual covenants and agreements hereinafter contained, the parties have agreed as follows:

ARTICLE 1 SCOPE

DEFINITIONS

1.01 In this agreement:

- (i) **“Company”** means the Corporation **INVISTA (Canada) Company – Millhaven Site**, as a whole.

- (ii) **“INVISTA (Canada) Company”** means the operations of the Company, located in Loyalist Township, Ontario.

(iii) **“said Site”** means PET Resin Plant of INVISTA (Canada) Company–Millhaven Site.

(iv) **“employee”** means all persons in the employ of the Company at the *said* Site save and except Stationary Engineers and engine room assistants employed in the Powerhouse and pump house, those employed at the staff house, guards, Supervisors, those above the rank of Supervisors, Technical staff, Engineering staff, sales staff, office staff, Process Control Section staff (other than testers, operators and helpers), Process and Product Research Section staff, Applications Research Section staff (other than equipment technicians, weaving technicians, operators, testers and helpers), and medical services staff.

(v) **“bargaining unit”** means the unit of employees as herein defined.

RECOGNITION

1.02 This Agreement covers all employees as defined above.

1.03 Both parties agree to comply with the Ontario Human Rights Code.

1.04 The Company recognizes the Union during the term of this Agreement as the exclusive bargaining agent of the employees for the purpose of collective bargaining in respect of wages, hours, seniority, grievance procedure and such other working conditions **as** are included in this Agreement. It is the Company's intent that issues that are specifically related to the Collective Agreement will be discussed with the Union Bargaining Committee.

MANAGEMENT RIGHTS

1.05 The Union recognizes, subject to the provisions and terms of this Agreement, the right of the Company to manage the said Site, and to direct the working forces, including the right to hire, promote, transfer and demote any employee and to discipline, suspend or terminate the employment of a seniority employee for just cause.

The Union agrees that the Company may at any time change the schedule of hours of work, determine and change work assignments or methods and select the materials to be handled, processed or manufactured. It is understood and agreed that these rights shall not be exercised in a manner inconsistent with the specific terms of this Agreement and it is understood that a claim by an employee

or employees that the employer has so exercised these rights shall be the proper subject matter for a grievance.

1.06 The Union further recognizes the right of the Company to make and to alter from time to time reasonable rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement.

1.07 It is the intent of the Company ~~(1)~~ to maintain a stable and well-trained maintenance department to accomplish the basic full time maintenance requirements and to meet production commitments and ~~(2)~~ to exercise reasonable judgement in the contracting out of services, expertise and manning above the resources of the maintenance department which are required at times to expedite and complete projects in achieving the objectives of item ~~(1)~~ above.

It is the intent of the Company that the action of non-bargaining unit employees be that which is required to assist in expediting and handling non-routine and emergency situations and not for their actions to impinge on bargaining unit work.

This does not preclude non-bargaining unit employees helping out in the case of

unexpected absenteeism, in urgent situations, to provide instruction or training, to operate new equipment in order to establish safe operating procedures or where bargaining unit employees need short term assistance or relief.

ARTICLE 2 CO-OPERATION

2.01 (a) The Company shall maintain in place pursuant to Schedule "G" hereof benefit plans providing: life insurance, A.D.& D., dental insurance and health care insurance. The Company's obligation is to pay its portion of the premiums as provided for in Schedule "G" and nothing in the Schedule shall be read as implying or creating any greater obligation.

(b) (i) The Company will pay the premium for a Short Term Disability (S.T.D.) plan that provides the following benefits:

From the first day of accident or hospitalization,
After 16 hours lost due to illness,
For 26 weeks,

- the first thirteen (13) weeks - 100% of salary
- the next two (2) weeks - 66 2/3% of salary
- the next eleven (11) weeks - 50% of salary.

The benefit is payable subject to the terms of the plan. The Company may insure the plan in which case its obligation is to pay the premium.

(ii) Effective January 1, 2009 the Company will pay the premium for a S.T.D. plan that provides the following benefits:

After 24 hours lost,

For 26 weeks,

- the first six (6) weeks - 85% of salary
- the next twenty (20) weeks - 70% salary.

c) The Company will pay the premium for a Long Term Disability (L.T.D.) as in place upon the expiry of the previous Collective Agreement, save that the benefit provided is sixty (60%).

(d) The Company will continue its current Pension Plan applicable to Employees in the bargaining unit during the term of this Collective Agreement subject to any changes required by law.

2.02

(i) Employees shall be granted vacation in accordance with Schedule "H" attached hereto.

(ii) Employees shall continue to be entitled to certain additional vacation rights [as set out in the Collective Agreement between the parties which expired March **31, 2006**], so long as they reach the required years of service by **March 31, 2009**:

- The 5th week of vacation pursuant to Schedule "H" will be granted after nineteen (**19**) years of service.
- The 6th week of vacation pursuant to Schedule "H" will be granted after twenty-five (**25**) years of service.
- An additional week of vacation with pay will be granted to employees in their retirement year, if the employee retires before **March 31, 2009**.

(iii) The percentage of pay of actual wages for vacation pay (**4%, 6%, 8%, 10%, 12%**) will be continued until **December 31, 2006** but the extra vacation pay earned must be taken between **May 1, 2007** and **December 31, 2007**.

2.03 The Union agrees that it will not cause, authorize or sanction, and no employee shall take part in, any strike, or other restriction of production, or any picketing of the Company's

premises during the term of this Agreement.

In the event of violation of this Clause by an employee or group of employees, the officers and officials of the Union, including Stewards, shall promptly take all reasonable action to persuade, including setting a personal example, such employee or group of employees to comply with this Clause.

2.04 The Company agrees that it will not cause or sanction a lock-out during the term of this Agreement.

2.05 The Company agrees that the Union may post notices, on two noticeboards at the main entrances in locations satisfactory to the Union and the Company, in the said Site, on noticeboards supplied by the Company for such purposes, provided that such notices have been individually approved in writing by the Union President.

The Union agrees that it will not distribute or post any pamphlets, advertising or political matter, cards, notices, or any other kind of literature within Millhaven Site or its appurtenances except as herein provided.

2.06 During the term of this Agreement, as a condition of each employee's continued employment, the Company shall deduct on

the first regular pay day of each month, an amount equivalent to the regular monthly union membership dues from the **wages** of each employee.

In the case of a new employee, such deduction will commence with the first regular pay period following the month in which the new employee was hired.

If the amount of monthly membership dues is changed by the Union during the term of this Agreement, the Union shall notify the Company in writing thirty (30) days before such change becomes effective.

The Company shall remit to the Secretary-Treasurer of the Union the total of all amounts so deducted no later than ten (10) days after the deductions have been made. The Company will at the same time forward to the Secretary-Treasurer of the Union a list of those employees who have since the date of the last payment to the Union, been hired, terminated, transferred out of the bargaining unit, or whose deductions are outstanding.

- 2.07** There shall be no discrimination, intimidation, interference, restraint, coercion or attempted coercion by or on behalf of the Company or by or on behalf of the Union, its members or its agents with respect to any employee

because of membership or non-membership in the Union.

2.08 No one shall conduct Union activities during working hours except as specifically permitted in this Agreement.

2.09 The Company undertakes to communicate to the Steward of the area, the Chief Steward, or a senior Union Officer, any change proposed by the Company in work assignments or in hours of work which affects the majority of employees in such area, before such change becomes effective. The Company shall also inform the Union President in writing. Where practical this notice shall be given prior to implementation of such change.

2.10 The Company and the Union agree during the term of this Agreement to continue dialogue regarding matters of mutual interest. The dialogue may focus on, but not be limited to, the following areas: Job Security, Employment Programs, Technology, Site Competitiveness and Efficiency, Communications, Union Effectiveness and Security, Training Requirements, Projections regarding Future Opportunities and Studies; i.e., Impact and Social Consequences of New Technology.

In agreeing to this dialogue, both parties recognize that effective communication on

an ongoing basis is an essential element in developing an atmosphere of co-operation, satisfaction and high morale.

2.11

An employee who is called for jury service or subpoenaed for witness duty in a proceeding that does not involve the Company shall be excused from work for any day on which he/she reports for such jury or witness duty and shall receive for each such day on which he/she otherwise would have worked, the difference between his/her regular straight hourly rate for a normal scheduled day and the payment received for such jury or witness duty. An employee working a fixed shift or a rotating shift will not be required to report for work on the day or days he/she is called for such jury or witness duty. The day paid for such jury or witness duty in a proceeding that does not involve the Company shall be counted as hours worked in the amount paid for the purpose of computing weekly overtime.

An employee who is called for jury service or subpoenaed for witness duty will provide the Company written notice as soon as possible of their obligation to report for such jury or witness duty. Employees who do not provide such notice, and employees who do not provide the necessary evidence of their jury service or subpoenaed witness duty required

to adjust their pay will not receive compensation for such jury or witness duty as provided herein.

ARTICLE 3 DISCIPLINE AND DISCHARGE

3.01 If a seniority employee, who is present in the Site, is discharged or suspended pending a decision on a probable discharge, the employee shall be advised in the presence of their Steward or the Senior Union Officer on duty. If a Steward or, Senior Union Officer is not on duty and such meeting is not held, a Union Steward or Officer will be allowed one (1) hour of paid time to meet with the employee at the worksite at a pre-arranged time. The Union shall provide the Company with the current organization chart of the Union, updated as changes occur.

When Written Warnings are issued to employees, a copy shall be forwarded to the Chief Steward.

The Company agrees to notify the Union President and Chief Steward in writing of the reason for the discharge of any employee other than a probationary employee. Any discharge may be discussed as a grievance, provided the grievance is submitted in writing within seven (7) days of the date of receipt

of notification of discharge. In the event that an employee is discharged and, after subsequent investigation, is exonerated and reinstated, the employee shall be reimbursed for the time lost by reason of such discharge on the basis of their normal daily hours of work.

3.02 The Company will provide an employee with a copy of any appraisal being placed in the employee's file. The employee may provide a response to the appraisal which will then be filed with the appraisal.

3.03 An employee shall be allowed to view/ review and copy his/her employee file in the presence of a Human Resources Department representative at a mutually agreed time.

ARTICLE 4 REPRESENTATION

4.01 The Company agrees to recognize six (6) Stewards, including a Chief Steward. The Union shall notify the Company in writing of the names of the Stewards. It is understood and agreed that the Steward has their regular duties as an employee to perform. The Steward shall, after arrangements with their Supervisor, be permitted during their working hours and without loss of time or pay to leave their regular duties for a reasonable length

of time in order to investigate and settle grievances in their jurisdiction.

4.02 The Company agrees to recognize a Union Bargaining Committee of not more than five (5) employees.

4.03 The Union Bargaining Committee shall have the right of meeting the appointed representative or representatives of the Company at least once every month for the purpose of discussing matters arising under this Agreement and including questions related to technological change and retraining. Members shall be paid straight time for all time devoted to attendance at such meetings held on Company property. If during negotiations it is mutually agreed to hold the meetings off Company property members of the Negotiations Committee will be paid their straight time hourly rate for that part of their regularly scheduled working hours devoted to attendance at such meetings. It is understood that a representative of the Communications, Energy and Paperworkers Union may be in attendance at any such meeting.

4.04 The Company agrees to recognize a Grievance Committee of not more than four (4) employees.

- 4.05** The Grievance Committee shall have the right of meeting the appointed representatives of the Company. Members shall be paid straight time for all time devoted to attendance at such meetings held on Company property. It is understood that a representative of the Communications, Energy and Paperworkers Union may be in attendance at any such meetings.
- 4.06** Members of the Union will be granted reasonable leave of absence without pay for the purpose of attending conventions or other Union functions so long as the Company has been provided one (1) month's notice in writing of such request. The Company will also consider a request where less than one (1) month's notice in writing has been given. The Company and the Union further recognize that service will continue to be acquired during approved absences referred to in the Agreement up to a maximum of six (6) months in any calendar year. Extended Leave of Absence for Union business will be granted to not more than one (1) employee at any one time to a maximum period of one (1) year.
- 4.07** Union Stewards and Executive Officers and Committee Members may be granted time off without pay to attend Stewards' Meetings or

Union Executive Meetings and General Membership Meetings. The Union will be reasonable in the consideration of the combination of Officers and Officials of the Union time off in regard to the application of this Clause. The Union agrees to give the Company reasonable notice of such meetings. Such requests will not be unreasonably denied.

4.08 The Company agrees to pay Executive Officers of the Union and the Health and Safety Representative for the time lost while absent on Union business and the Company will be fully reimbursed for their hourly rate monthly by the local Union.

4.09 The Company agrees to pay members of the Bargaining Committee their regular rate for regular time lost on days that the Committee meets in negotiations with the Company until the day a strike/lockout is legal.

ARTICLE 5 HOURS OF WORK

5.01 For employees assigned to day work, the normal number of daily hours of work shall be eight (8) for five (5) days per week or ten (10) for four (4) days per week, in accordance with the schedules established from time to time for such employees.

5.02

(a) For employees assigned to shift work the normal number of daily hours of work shall be either eight (8) for an average of five (5) days per week, or twelve (12), and shall vary from twelve (12) hours for four (4) days in a week to twelve (12) hours for one (1) day in a week, in accordance with the schedules established from time to time for such employees.

(b) (i) The Maintenance shift schedule will encompass a ten (10) hour day, four (4) days per week, with Fridays off except in those weeks where a Statutory Holiday falls. The eligibility to work the New Modified Schedule will be established by the Manager/Superintendent of each department on a classification basis and not on an individual basis.

(ii) The hours of work will normally be Monday to Thursday 07:00 – 17:00 hours, with paid lunch, and Fridays off, except in those weeks where a Statutory Holiday falls, in which case the schedule will be as follows:

1. For all weeks with one (1) Statutory Holiday, Maintenance employees will ~~work~~ the other three (3), ten (10) hour days and observe the holiday on the day it falls. Should the holiday fall on Friday, it

shall be observed on Thursday of the week in which it falls.

2. For any weeks that have two (2) Statutory Holidays, Maintenance employees will revert back to hours of work from 07:30 – 16:00 hours, with a paid lunch. Statutory Holidays will be observed on the days on which they fall.

(iii) 1. Statutory Holiday allowance would not be affected by the above schedules.

2. Overtime will be paid at time and one-half for employees who are called in to work on their designated day off under this Schedule. Overtime will also be paid at time and one-half calculated to the nearest quarter hour for work required to be performed in excess of their normal number of daily hours of work under this Schedule. However, an employee shall be paid at the rate of ~~double-time~~ instead of at the rate of time and ~~one-half~~ for all hours worked in excess of fourteen (14) under this Schedule.

3. There will be no shift premiums associated with the ten (10) hour day schedule.

(iv) The Company reserves the right to explore and implement an on-call system should coverage become problematic.

(v) For employees working this shift. Choosing an entire week of vacation during a calendar week with one or more Statutory Holidays will be considered as a full vacation week selection.

(vi) The Company has the option as it did under the current modified work schedule to invoke a flexible skeleton crew composed of particular trades, etc., should the need arise. Selection of the skeleton crew will be on a seniority basis provided the employees possess the required qualifications and meet production area requirements. The use of the skeleton crew would be on a continuous basis and their extra day off would be scheduled.

5.03 The normal number of daily hours of work are stated solely for the purpose of calculating overtime.

5.04 It is understood that an employee shall be at their workplace and ready to assume their duties at the commencement of their working day.

5.05 An employee assigned to shift work shall not leave their workplace until relieved by the employee assigned to the same operations on the succeeding shift. Relief shall not take place any earlier than thirty (30) minutes prior to the start of the succeeding shift unless by special permission of their Supervisor. Supervisors will not unreasonably withhold permission.

5.06 The Company shall schedule for employees assigned to non-continuous shift work two (2) rest periods of fifteen (15) minutes each during their normal daily hours of work.

The Company shall make every reasonable endeavour to grant all employees assigned to continuous shift work two (2) rest periods of fifteen (15) minutes each during their normal daily hours of work.

5.07 Each employee assigned to non-continuous shift work shall be granted a five (5) minute period before their luncheon and before the end of their working day for the purpose of workplace clean-up, making out time cards and personal wash-up.

- 5.08** It is agreed that an employee may exchange working hours with another or other employees on a mutual basis with the permission of the Supervisor. It is understood that the Company will not pay overtime rates for hours worked for such an arrangement.
- 5.09** The Company will pay **loss** of earnings to Millhaven Site employees who, as members of a Municipal Volunteer Fire Department, are absent from work fighting fires. The employee must be a member **of** the Volunteer Fire Department involved, and listed as such with the Health & Safety Co-ordinator. The employee's presence or continued presence at the fire in question must have been required **by** an **Officer** of the Brigade engaged in fighting the fire.
- 5.10** An employee may work extra hours beyond the regular scheduled work day and beyond **forty-eight (48)** hours in a week. This provision is agreed to in order to comply with the Ontario Employment **Standards** Act.

ARTICLE 6

OVERTIME AND OTHER ALLOWANCES

- 6.01** An employee shall be paid at the rate of time and one-half, calculated to the nearest quarter hour, for work required to be performed in excess of their normal number **of** daily hours

of work. However, an employee shall be paid at the rate of double time instead of at the rate of time and one-half for all hours worked in excess of twelve (12), in the case of an 8-hour shift employee, or sixteen (16) in the case of a 12-hour shift employee in any one day, or, if not in one day, in excess of twelve (12) or sixteen (16) hours respectively, provided such hours have been worked consecutively or have not been interrupted otherwise than by a period of two (2) hours or less.

6.02

An employee shall be paid at the rate of double time for work required to be performed on their regularly assigned day of rest. The regularly assigned day of rest for shift workers on a two shift basis shall be the first day off where one (1) day off is indicated by the shift schedule and the first day off where two (2) days off are indicated by the shift schedule. The regularly assigned day of rest for day workers on a day shift basis and for employees assigned to twelve-hour shifts shall be the first day off in the calendar week. All numbered individual days off (numbered in the shift schedule in effect on the effective date of this Agreement) shall be considered regularly assigned days of rest for the purpose of this Clause; nothing in the foregoing excepted.

A lieu number will be assigned to an employee at the time he or she reports to their continuous shift. Wherever practical, he/she should retain the same lieu number. In the case of a lieu number change, the Company will endeavour to assign a number comparable to the lieu number previously held by that employee.

- 6.03** If an employee is required to report to the said Site for the performance of any work at other than their regularly scheduled working hours, they shall be paid a minimum amount equivalent to pay for four (4) hours at their straight time rate if their pay for work performed is less than this amount except when such unscheduled work forms a continuous period with the employee's regularly scheduled working hours, in which case no minimum shall apply.

In addition in the absence of normal transportation facilities the Company will provide transportation for the employee required to perform special work as outlined in the first paragraph of this Clause, or, if the Company has no transportation available the Company will pay the employee one (1) hour's pay at their straight time rate.

6.04 When an employee's, other than a twelvehour shift employee, regularly scheduled working hours are changed by the Company, that is, both starting and finishing times changed, they shall continue to be paid on the basis of their former schedule for work performed during their first working day following such change unless notice of such change has been given to them by the Company twenty-four (24) hours or more prior to the old starting or the new starting time, whichever is the earlier.

6.05 An employee who reports for work at their scheduled starting time without having been notified not to report and for whom no work is provided by the Company shall be paid for a minimum of four (4) hours in the case of employees assigned to eight-hour shifts, or six (6) hours, in the case of employees assigned to twelve-hour shifts, at their straight time rate provided that such failure to provide work is due to circumstances within the control of the Company.

6.06 If as a result of a change in schedule any employee not on the twelvehour shift schedule is required to work in excess of six (6) consecutive days, they will be paid at the rate of time and one-half for the seventh day worked, or, when thirty-six (36) hours notice has not been provided to an employee on

continuous operations, time and one-half will be paid for the first work period performed on any change of schedule unless such change of schedule commences on an employee's days-off in which case they shall continue to be paid on the basis of their former schedule for the first such day worked and the employee will not be entitled to any other premium for the change of schedule. Except, however, all hours scheduled and worked in excess of their former schedule for that pay period shall be paid at time and one-half. Employees shall not have their scheduled hours reduced to avoid overtime or premium payment. In the event the change of schedule is as a result of the employee's initiative, no premium payment need apply, unless the employee's new schedule requires them to work in excess of the normal number of scheduled days in that pay period.

- 6.07** An employee shall not be entitled to be paid under more than one Clause of Articles 6 and 7 unless otherwise specifically provided and, in any event, the rate of payment, excluding the minimum payment and travelling allowance provided for in Clause 6.03, shall not exceed twice the straight time hourly rate except in respect of work performed on a recognized holiday specified in Clause 7.01 in which case such rate, excluding the travelling allowance and minimum payment provided for in Clause 6.03 but including the holiday allowance provided for in Clause 7.02, shall not exceed three (3) times the straight time hourly rate.
- 6.08** The Company may average the regular hours of scheduled work over a four (4) week period for the purpose of ensuring compliance with the Overtime provisions of the Ontario Employment *Standards Act*.
- 6.09** The Company shall pay employees a meal allowance of \$8.00 in accordance with its meal allowance policy which shall include the payment of an allowance when the employee is required to work overtime in excess of two (2) hours.

ARTICLE 7

RECOGNIZED HOLIDAYS

7.01 Except as otherwise stipulated in this Clause 7.01 an employee shall be paid an amount equivalent to eight (8) hours pay at their straight time hourly rate for the following holidays whether or not they work on such holidays:

- New Year's Day
- Heritage Day
- Monday of March School Holiday
- Good Friday
- Victoria Day
- Dominion Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- December 26th

However, an employee shall not be entitled to be so paid for such a holiday:

- (i) If the employee does not work on the holiday when they have been required or scheduled to do so; or
- (ii) if the employee is absent without good cause on their scheduled working day immediately preceding or succeeding

the holiday; or

(iii) if the employee is absent for any reason except on vacation, on both the scheduled working days immediately preceding and succeeding the holiday; or

(iv) if the holiday occurs while the employee is on leave of absence except a leave of absence for verified illness of less than five (5) consecutive days; or

(v) if the employee has been in the employ of the Company for less than forty-five (45) consecutive days.

7.02 An employee who works on any of the holidays mentioned in Clause 7.01 shall:

(i) If entitled to the payment provided in Clause 7.01 be paid in addition thereto at the rate of time and one-half for all hours so worked up to the normal number of daily hours of work. Where the provisions of Clause 6.03 would apply to the work if the day was not a holiday, the minimum payment and travelling allowance shall also apply. Payment for hours worked in excess of the normal number of daily hours of work shall be at the rate of double time; or

(ii) if not entitled to the payment provided in Clause 7.01 be paid at the rate of time and one-half for all hours so worked.

7.03 If another day is substituted by statute or decree or by mutual agreement between the parties for the observance of any of the holidays listed in Clause 7.01 the day of observance so substituted shall be deemed to be the holiday for the purpose of this Article 7.

7.04 When a holiday mentioned in Clause 7.01 falls in an employee's vacation period, the employee will receive the allowance provided in 7.01 for such holiday in addition to their vacation pay, except that an employee assigned to day work will have the choice of such additional allowance, or of receiving an additional day off with pay in lieu of the recognized holiday. In the event of the latter choice the additional day off will generally be attached immediately following the vacation period. Shift employees will also have the choice of such additional allowance or of receiving an additional day off with pay in lieu of the recognized holiday. However, the latter choice may be elected only with the employee's vacation selection(s) that are not coincident with the shutdown period **and** that in any area no more than one (1) additional day off and no more than one (1) employee

per shift can be off because of such additional day in lieu of the recognized holiday.

ARTICLE 8 BEREAVEMENT

8.01 An employee who has a death in the family (brother, sister, father-in-law, mother-in-law, stepfather, stepmother, grandfather, grandmother, grandchild) who is required to be absent from work (i.e., not on vacation or other such leave of absence) in connection with the death or funeral will be paid for such time required off work up to three (3) consecutive working days. In the case of an employee who has a death of a spouse and/or daughter or son or father or mother in which case they will be allowed up to five (5) consecutive working days. Normally an employee will be expected to return to work on the first working day following the funeral.

8.02 An employee will be paid for such time required off work (i.e., not on vacation or other leave of absence) up to eight (8) hours for employees assigned to eight (8) hour shifts, up to ten (10) hours for employees assigned to ten (10) hours, and up to twelve (12) hours for employees assigned to twelve (12) hour shifts to attend the funeral of their son-in-law, daughter-in-law, brother-in-law and sister-in-law.

- 8.03** The Company will pay lost time for up to one half shift (one half day) once per calendar year for employees who act as pallbearer.

ARTICLE 9 WAGES - CLASSIFICATION

- 9.01** The classification of the employees shall be done by the Company.

- 9.02** The classification of existing occupations within the recognized bargaining unit and wage rates applying thereto shall be as shown in Schedule "A", which is made part of this Agreement and is signed for identification by the parties hereto. In the event that the job content of any occupation is substantially changed during the term of this Agreement, or that a new occupation is established, the occupation may be re-classified or classified, as the case may be, by the Company but the Company agrees to review such change or new classification with the Union prior to implementation.

When a new classification is established by the Company, the Company shall determine the rate of pay for the new classification and notify the Union of the same within ten (10) days. If the Union challenges the rate, it shall have the right to request a meeting with the Company to endeavour to negotiate a

mutually acceptable rate. Such request will be made within ten (10) days after receipt of notice from the Company. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Company.

9.03 While an employee may at any time discuss their classification with their Supervisor, no request for a change in the classification of such employee need be entertained by the Company unless presented to the Company in writing by the Union within thirty (30) days following the date of the classification or of the change in classification to which such employee objects.

9.04 An employee assigned, as a trainee, to a classification included in Schedule "C" shall be paid the rate applicable to such classification prior to the expiry of the training time specified in Schedule "C".

9.05 An employee assigned to work in a higher rated classification shall be paid the higher rate for the full shift when an employee assumes the duties of such classification and provided the assignment is for three (3) hours or more. If an employee is temporarily assigned to work in a lower rated classification to meet business exigencies they shall be paid at the rate established for the classification under

which the employee is listed on the payroll.

9.06 The Company will discuss with the Union procedures to be followed should an apprenticeship program be established from time to time at Millhaven Site which varies from the existing program.

9.07 In keeping with the Company's performance based culture, the Company may introduce a discretionary bonus system based upon such criteria as it determines in its absolute discretion reflect an overall contribution to the Company's success. Bonus payments, if made, will be made at the time, manner and frequency of the Company's selection and are in addition to the wage rates and premiums set out herein. The Company may, from time to time, publish details of such discretionary bonus system.

ARTICLE 10

SENIORITY

10.01 (a) The seniority of each employee covered by this Agreement, other than a replacement for an employee absent from work on vacation or due to illness or for other reasons, shall become effective after a probationary period of ninety (90) days worked with the Company within the bargaining unit and shall be retroactive to the date of hiring.

(b) A probationary employee shall have no right to lodge a grievance with respect to discharge, layoff or non-recall after layoff and the Company may layoff or terminate a probationary employee for any reason it deems to be in the best interests of the Company.

(c) The Company may discharge probationary employees for reasons less serious than seniority employees, including, without limitation, performance deemed inadequate by management or failure to get along with fellow employees and/or supervisors and management staff.

10.02 (a) Layoff

(i) In the event that it becomes necessary to layoff employees, the Company shall layoff in reverse order of plant-wide seniority within the classifications affected, subject to the remaining employees having the skill and ability to do the job required efficiently.

(ii) Employees laid off from a classification may bump junior employees in a classification that have the same or lower pay rate, so long as they have the skill and ability to do the job with the same efficiency. This will not apply to

layoffs expected to last five (5) working days or less.

(b) Job Posting

(i) When additional jobs are created, or when an existing job has a vacancy, the Company shall post such jobs for ten (10) working days, on a designated bulletin board.

A vacancy shall be deemed to exist where there is a job opportunity expected to last at least sixty (60) working days.

Job postings will not be required for temporary replacement of employees on leave for: maternity, parental, disability expected to last for less than six (6) months, holiday relief or discretionary leave of absence of less than six (6) months.

(ii) The employer shall consider the skill, ability, qualifications and seniority of the applicants for the job and, where the skill and ability of qualified applicants are relatively equal, seniority shall govern the selections.

(c) Temporary Transfer

(i) Where temporary transfers are made by the Company as allowed by (b), the Company shall consider the skill, ability, interest and seniority of available employees as well as the efficiency impact of a selection.

(d) Long Term Disability Cases

(i) In cases involving employees whose continued illness or injury is severe enough to keep them away from work beyond the **twenty-six (26)** weeks and who after **qualifying for long term** disability benefits, recovers sufficiently to perform work, their case shall be reviewed on an individual basis with consideration for medical restrictions opposite viable work arrangements. In such cases there shall be no loss of wages greater than one classification below the employee's former classification.

(ii) If any such temporary adjustment should subsequently become permanent or exceed the stipulated time limits, the provisions of this Clause 10.02 shall apply immediately but such application shall be without retroactive effects.

(iii) The Company's judgement shall not be exercised arbitrarily or unreasonably and the Company agrees to advise the Union of the reasons for its decision on request.

(iv) In deciding between applicants to fill a vacancy in a classification in Schedule "A", the Company shall disregard the qualifications obtained by an applicant during a previous temporary assignment to such classification under the provisions of this Clause 10.02.

10.03 Seniority shall, for the purpose of this Agreement, be calculated so as to include all periods of a person's employment from the earliest date on which they became employed by the Company in its operations at Millhaven, Ontario, within the bargaining unit excluding, however, all periods of employment that occurred prior to a termination of employment other than a lay-off lasting less than twenty-four (24) months.

10.04 Seniority shall be lost upon termination of employment for any reason, as well as upon transfer to a position outside the bargaining unit. Notwithstanding the foregoing, however,

(i) seniority lost upon a lay-off lasting less than twenty-four (24) months shall be

restored upon re-employment together with credit, for seniority purposes, for the period of such lay-off; and

(ii) an employee **who** transfers to a position outside the Bargaining Unit for a period not exceeding nine (9) months shall, if he/she returns to the Bargaining Unit, either pay Union dues or lose seniority for that period of time. After nine (9) months, all seniority shall be lost. The parties agree that this Clause shall not be retroactive.

(iii) Seniority lost as the result of Long Term Disability shall be restored if the employee can assume the duties of an available job within a period of twenty-four (24) months.

(iv) If the employee is laid off and fails to advise the Company of a commitment to return to work within five (5) weekdays after he/she has been notified to do so **by** the Company **by** registered mail to his/her last known address (a copy of such notice shall be sent to the Union) and to in fact return within a further five (5) weekdays. Where such notice specifies a further return date more than ten (10) weekdays later then the employee must return on the specified date.

(v) If the employee is absent from work for three (3) successive days without notice to the Company and just cause.

- 10.05** The Company agrees to post seniority lists showing the seniority status of each employee and to furnish a copy of such lists to the Union. For those employees with same date seniority, the Company agrees to further define seniority by means of the payroll number system; the lower number being the most senior employee.
- 10.06** The Company agrees to alter the seniority lists from time to time and to correct any errors therein whenever proof of error is submitted by the Union or any employee. **No** change shall be made in the seniority status of an employee without consultation with the Union.
- 10.07** Recall Clause: When a vacancy occurs the Company shall not hire a person not formerly employed, if there is available a former employee who was laid-off within the previous twenty (20) months including an employee who had to bump out of the classification but remains active in the plant. Seniority at the time of lay-off shall govern between such former employees who possess equivalent qualifications. This provision shall apply only to former employees who have filed their

current addresses and telephone numbers with the Company for this purpose and whom the Company is able to reach by telephone at the time their services are required. The Company will provide the Union with a list of those employees whom the Company has been unable to contact.

ARTICLE 11 GRIEVANCE PROCEDURE

11.01 It is the mutual desire of the parties *that* disputes, violations or complaints resulting in grievances be resolved as quickly as possible and in accordance with the following procedure. Any dispute, grievance or misunderstanding (hereinafter called "grievance") involving occupational classification, wages, seniority, hours of work or other working conditions which any employee or group of employees may desire to discuss and adjust with the Company shall be taken up directly with the Supervisor of the section or as otherwise provided in this Agreement. The Company agrees that the Chief Steward will be present at all Superintendent level grievance meetings unless he/she is unavailable, in which case a Steward will be called.

STEP 1 - Any employee or group of employees who believe they have a grievance shall through or with the Steward reduce

the matter to writing and take it up with the Supervisor. The Supervisor shall render their decision in writing to the Steward and Griever with a copy to the Chief Steward within two (2) regular working days.

STEP 2 – If a satisfactory settlement is not obtained under the provision of Step 1 hereof, the employee, together with the Chief Steward or Steward, may submit the written summary to the section Superintendent and discuss the matter. The section Superintendents shall render their decision within seven (7) working days of receipt of the grievance at Step 2.

STEP 3 – If a satisfactory settlement is not obtained under the provision of Step 2 hereof, the Steward may submit the grievance in writing to the Works Manager or the Works Manager's appointee who shall hold a meeting of the Grievance Committee during the first calendar week of each month. The Works Manager or the appointee shall reply in writing to the Chief Steward within a further seven (7) days. The time limits may be extended by mutual agreement of the parties.

NOTE Under exceptional circumstances, Steps 1, 2, and 3 of the grievance procedure may be combined by agreement between the Company and the Union.

- 11.02** Nothing in this Agreement shall be deemed to take away the right of an individual employee to present any personal grievance to the Supervisor.
- 11.03** While an employee may discuss a grievance with their Supervisor at any time, a request for retroactive adjustment need not be entertained by the Company unless the grievance is presented in writing within thirty (30) days of the date of the incident which gave rise to the grievance or if more than two (2) weeks have elapsed from the time the employee receives a decision in writing at any step in the Grievance Procedure to the time the grievance is carried to the next higher step.
- 11.04** The time limits specified in Clause 11.01 of this Article 11 shall be deemed to be exclusive of Saturdays, Sundays, and those holidays described in Article 7.

ARTICLE 12

ARBITRATION

- 12.01** Within a period of forty-five (45) days following the date of the communication of the Company's written decision to the Union, any grievance or other matter in dispute between the Company and the Union, involving the interpretation, application, administration, or

alleged violation of any article of this Agreement, may, in the event of failure to reach agreement thereon, be referred by either party to arbitration by an Arbitration Board, in accordance with the procedure contained in Schedule "B" of this Agreement.

Prior to the Union serving notice to submit a grievance to arbitration the President and Chief Steward of the Union may request and the Company agree to provide the disciplinary documents from the grievor's file.

- 12.02** The decision of the majority of the Arbitration Board on the matter at issue shall be final and binding on both parties, but in no event shall the Arbitration Board have the power to add to, subtract from, alter or amend this Agreement in any respect.
- 12.03** Notwithstanding the provisions of 12.02, the Board of Arbitration shall have the authority to uphold, modify or set aside any discharge, suspension or other disciplinary measure.
- 12.04** Each party shall pay its own costs and the fees and expenses of witnesses called by it and of its representatives. The fees and expenses of the Chairperson shall be shared equally between the parties.

ARTICLE 13

ENVIRONMENTAL, HEALTH AND SAFETY

- 13.01** The Company shall make all necessary and reasonable provisions for the safety and health of its employees during the hours of their employment and it shall otherwise comply with any applicable employees' health and safety legislation in all respects. The Company shall furnish protective equipment and other safety devices in accordance with the foregoing legislation and its present practices. The Union shall cooperate with the Company in encouraging employees to observe all safety regulations.
- 13.02** The parties agree to make every effort to improve and promote safety and health conditions at the Site. The functions, powers and terms of reference of the Environmental Health and Safety Committee shall be as outlined in the Occupational Health and *Safety Act* of Ontario as amended. Meetings will be held not less than monthly. Minutes of each meeting shall be maintained and distributed to all members of the Committee and copies shall be posted in the Site. Committee members shall be notified of the time of all such meetings and remunerated in accordance with the provisions of the Agreement or any applicable legislation. The Chair shall alternate between Management

and Union members of the Committee.

- 13.03** There shall be established a certified Health and Safety Representative in the manner described in the Occupational *Health* and Safety *Act* of Ontario as amended, and they shall function in accordance with the legislation and terms of this Agreement.
- 13.04** The Company agrees to provide all available information, in writing, to the Union with regard to the full identity of all chemical and related substances and their threshold limit values. Such identification **shall** include but not be restricted to the chemical, drug, biological, pharmaceutical or generic name or names, relevant health and safety hazards and precautions, the maximum safe concentration of exposures, health and safety precautions to be taken, symptoms, medical remedies and antidotes.
- 13.05** The Committee shall be provided all accident and occupational illness reports, other minor injury reports, any environmental health and safety studies and any Governmental reports relating to the Site or industry for review, consideration and appropriate action.
- 13.06** Members, or a designated substitute, shall be paid straight time for all time devoted to attendance at Environmental Health and

Safety Committee Meetings held on Company property or premium time where premium rates apply.

13.07 The Company shall reimburse employees for safety shoe purchases once a year at a time set by the Company. The maximum amount of reimbursements shall be:

- year 1 of this Agreement – \$110.00
- year 2 of this Agreement – \$115.00
- year 3 of this Agreement – \$120.00

A receipt for the purchase must be provided in order for the allowance to be paid.

ARTICLE 14 TERMS OF AGREEMENT

14.01 This agreement shall be in effect from the 16th day of August 2006 up to and including 31st day of March 2009 and from year to year thereafter, subject to termination or proposals for change by either party on any termination date provided that up to sixty (60) days written notice has been given prior to such termination date.

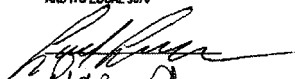
14.02 Fifteen (15) days after notice is given as outlined in Clause 14.01, the parties will meet to exchange written proposals for any modifications or revisions of this Agreement.

ARTICLE 15
NOTICES

Notices provided for in Article 14 and Schedule "B" shall be in writing and shall be sufficient if sent by mail addressed, if to the Union, to the President of the Union, and if to the Company, to the Site Manager at INVISTA (Canada) Company – Millhaven Site.

COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION OF CANADA
AND ITS LOCAL 9670

INVISTA (Canada) Company -
MILLHAVEN SITE



Robert Bruce Adams

Michael Asselton

R. Havel

Michael J.

Dennis Smith



B.

Banner

SCHEDULE "A" HOURLY WAGE RATES

Classification	April 1, 2006	April 1, 2007	March 30, 2008
Chief Operator	27.46	28.01	28.57
Electrician	26.87	27.41	27.96
Instrument Mechanic	26.87	27.41	27.96
Machinist	26.87	27.41	27.96
Maintenance Mechanic	26.87	27.41	27.96
Pipefitter	26.87	27.41	27.96
Welder	26.87	27.41	27.96
Insulation Mechanic	26.87	27.41	27.96
Maintenance Person- Unlicensed- 75% of above rates until license obtained			
Refrigeration Mechanic	26.36	26.89	27.43
Refrigeration Mechanic -in-Training	22.96	23.42	23.89
Control Room Specialist - after 24 months in position	24.78	25.28	25.79
-first 24 months in position	22.41	22.86	23.32
Field Technician - after 18 months in position	20.15	20.55	20.96
-first 18 months in position	18.59	18.96	19.34
Utility Operator - after 12 months in position	16.81	17.15	17.49
-first 12 months in position	15.81	16.13	16.45
Chemical Laboratory Shift Tester	18.07	18.43	18.80
Safety / Fire Dept. Utility Operator	17.60	17.95	18.31
Stores Receiver/ Attendant	16.37	16.70	17.03
Maintenance Helper	16.28	16.61	16.94
Stores Helper	15.81	16.13	16.45
Janitor	15.74	16.05	16.37
Student Rate	13.75	14.03	14.31

NOTES: Personal Rates

All Employees above these Schedule "A" rates at the expiry of the previous Collective Agreement shall maintain their rate as a personal rate.

SCHEDULE "A" NOTES

R E 2006 Reclassification and Personal Rates

1. All employees classified as "Resin Polymer Operators" before ratification will be reclassified as "Control Room Specialists".
2. Notwithstanding the reclassification set out in paragraph 1, it is understood that the Company may assign such employees to either the Control Room or Field Technician tasks or either from time to time. Such employees shall maintain their Control Room rate even if assigned to Field duties.
3. Future vacancies for the Field Technician position will be posted.
4. All employees classified "Chip Handling/Raw Material Operator" before ratification shall be reclassified as "Utility Operator". Chip Handling/Raw Material Operators whose pre-ratification rate was higher than the Utility Operator rate shall retain their higher rate as a personal rate.
5. All personal rates are position specific and have no impact on an employee's rate in a new job following

a successful posting or bumping. An employee recalled to a classification in which they had a personal rate gets such personal rate restored. An employee with a personal rate temporarily transferred by the Company is paid the higher of the personal rate or the classification rate that they are temporarily transferred to.

CONTINUOUS SHIFT PREMIUM

Effective April 1, 2002, a premium of sixty-seven (67) cents per hour shall be paid for work performed by employees who are assigned to regularly scheduled continuous shifts. Effective April 1, 2003, Continuous Shift Premium shall be increased to seventy (70) cents per hour; and effective April 1, 2004, Continuous Shift Premium shall be increased to seventy-three (73) cents per hour. The premium shall be added to the rates after, and not before, calculating overtime and will at all times be shown separately from the rates. Employees who are paid this premium shall not qualify for any other shift premium.

SHIFT PREMIUM

Effective April 1, 2002, a premium of eighty-one (81) cents per hour shall be paid for work performed between 1600 hours and 2000 hours on regularly scheduled shifts commencing 0800 hours and ending 2000 hours. Effective April 1, 2003, Shift Premium shall be increased to eighty-three (83) cents per hour; and effective April 1, 2004, Shift Premium shall be

increased to **eighty-five (85)** cents per hour. The premium shall be added to the rates after, and not before, calculating overtime and will at all times be shown separately from the rates. Employees who are paid this premium shall not qualify for any other **shift** premium.

SUNDAY PREMIUM

An employee who is regularly scheduled to work on Sunday will be paid, in addition to any shift premium, a premium of **two (2)** dollars and **seventy-two (72)** cents per hour. Effective April 1, 2003, Sunday premium shall be increased to two (2) dollars and **seventy-five (75)** cents per hour for each hour worked on Sunday; and effective April 1, 2004, Sunday Premium shall be increased to two (2) dollars and **seventy-eight (78)** cents per hour. This premium is to be added to the rates shown in Schedule "A" of this Agreement but is, at all times, to be shown separately from these rates. The premium is to be added to the rate after, and not before, calculating overtime.

WORKING LEADER

A Working Leader may be appointed to serve under their supervisor and during the period of their appointment, will receive **forty-eight (48)** cents per hour more than the rate of the highest rated employee in the group they lead. Effective April 1, 2003 this will increase to **fifty (50)** cents per hour more than the rate of the highest rated employee in the group they lead, and,

effective April 1, 2004 this will increase to fifty-two (52) cents per hour. When appointing a Working Leader, first consideration will be given to the senior employee.

LEADING HAND

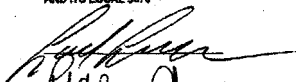
A Leading Hand may be appointed in the absence of the Supervisor and, during the period of their appointment, will receive sixty (60) cents per hour more than the rate of the highest rated employee in the group they lead. Effective April 1, 2003 this will increase to sixty-two (62) cents per hour more than the rate of the highest rated employee in the group they lead, and effective April 1, 2004 this will increase to sixty-four (64) cents per hour. When appointing a Leading Hand, first consideration will be given to the senior employee.

INSTRUCTOR PREMIUM

An instructor will receive twenty-five (25) cents per hour in addition to their own rate or the rate of the highest rated classification which they are currently instructing, whichever is higher. The premium will be paid only to an employee who is assigned to full-time instructing and will apply during the period of the employee's appointment as an instructor. When appointing an instructor, first consideration will be given to the senior employee in the job from which the instructor is selected.

COMMUNICATIONS, ENERGY AND
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INVISTA (Canada) Company -
MILLHAVEN SITE



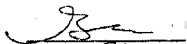
Robert Bruce Adams

Michael Asselton

R. Havel

Michael J. J.

Dennis J. J.



James

SCHEDULE "B"
PROCEDURE FOR ARBITRATION

1. The party desiring to submit a matter to arbitration shall deliver to the other party a notice of intention to arbitrate. This notice shall state the matter at issue and shall state in what respect the Agreement has been violated or misinterpreted by reference to the specific Clause or Clauses relied upon. The notice shall also stipulate the nature of the relief or remedy sought.

2. Within ten (10) days after the date of delivery of the foregoing notice, the party initiating arbitration shall notify the other party of the name of three (3) proposed possible Chairs for a single person Board.

3. Should the parties fail within twenty (20) days to agree on a Chairperson the Minister of Labour of the Province of Ontario may be requested by either of them to appoint a person who shall be Chairperson of the Arbitration Board.

4. After the Arbitration Board has been formed by the foregoing procedure, it shall meet and hear the evidence of both parties and render a decision within seven (7) days after the completion of taking evidence.

5. The time limits specified herein shall be deemed to be exclusive of Sundays and those holidays described in Article 7.01 of this Agreement and may be extended by mutual consent of the parties or by the Arbitration Board.

SCHEDULE "C"
MAXIMUM TRAINING TIME ON
JOB AT TRAINING RATE

<u>Occupation</u>	<u>Training Period</u>
Safety / Fire Department Utility Operator	6 months
Chemical Laboratory Shift Tester	3 months
Stores Receiver / Attendant	2 months

SCHEDULE "D"
DUTIES OF A WORKING LEADER
AND LEADING HAND

The application of Working Leader and Leading Hand premiums under the terms of the Collective Agreement are temporary assignments and not to be considered as a regular or permanent classification.

The duties and responsibilities, when assigned, are as follows:

The Company expects that a Working Leader will perform the regular duties of their job to the maximum extent possible when not engaged in the additional duties outlined below for a Working Leader.

GENERAL:

Working Leader - Under the direction of the Supervisor, to co-ordinate the work activities assigned by the Supervisor.

Leading Hand - In the absence of the Supervisor, to co-ordinate the work activities under the Supervisor's jurisdiction, referring to another member of supervision when they require assistance. Absence of the Supervisor means absence from the Site for the full shift.

RESTRICTIONS ON AUTHORITY:

(a) The Working Leader or Leading Hand has no authority to discipline employees. It is the responsibility of the Supervisor, or another member of supervision as the case may be, to ensure that proper discipline is maintained.

(b) The Working Leader or Leading Hand cannot authorize major maintenance work orders.

(c) The Working Leader or Leading Hand has no authority to treat employee injuries.

(d) Any discussions with employees on their performance, problems, grievance, etc., must be carried out by the Supervisor, or, in their absence, another member of supervision.

ADDITIONAL DUTIES OF A WORKING LEADER:

(a) To assign employees to specific jobs within their jurisdiction.

(b) To ensure that sufficient raw materials and operating supplies are available to enable the required work to be carried out. **To** inform the Supervisor if such materials are not available.

(c) To carry *out* the direction of the work force to ensure that the work is carried out as prescribed.

(d) To report to the Supervisor any difficulties encountered in carrying *out* the work.

(e) In production to request maintenance assistance when required if the work can be carried out **by** shift maintenance personnel.

(f) To ensure that work is scheduled as required.

SCHEDULE "E"

ABSENCE COVERAGE

The Company and the Union recognize the need for continuous and efficient operation of the Site in order to obtain unrestricted production and high quality products and it is their intention to cooperate and continue to be committed to the successful operation of the provisions of the Absence Coverage System. The parties will continue to meet from time to time to *re-affirm* their respective commitments.

Scheduled and unscheduled absences shall be filled in accordance with the provisions hereinafter described, with the understanding that any overtime opportunities deemed necessary will be offered only to those with the skills and qualifications to do the required work:

- (a) Employees who wish to volunteer for overtime coverage will be required to place their names on a volunteer list supplied by area supervision, which will be posted at six (6) month intervals. This list will be posted for a period of fourteen (14) days and any employee who is on vacation, sick or an approved leave of absence will have five (5) days after their return to work to include their name for consideration. An employee will be allowed a total of six (6) refusals before their name will be stricken from the list and they will not be allowed to volunteer again until the beginning of the next six (6) month period.

If an employee transfers or is transferred from one area/crew to another, they will be allowed, if they desire, to place their name at the bottom of the volunteer overtime list for their new crew.

(b) The area Supervisor will determine the area(s) and job(s) where absences exist. If overtime coverage is required, the Supervisor will refer to the volunteer list taken from the cover crew for the area(s) affected in order of seniority. On each successive occasion that coverage is required, the opportunity for overtime will be rotated. Once an employee has been notified by supervision of an Overtime opportunity and acceptance is confirmed, it shall then be **logged** on the overtime sheet. Subsequent opportunities will then be offered to the next senior employee on the overtime call-in sheet until the absence is covered. If an employee turns down an opportunity, it shall be recorded as an overtime opportunity for that individual and the supervisor will then ask the next employees on the overtime call-in sheet until appropriate coverage is confirmed. Records will be maintained by the area Supervisor.

(i) If the area Supervisor is unable to obtain a volunteer from the cover crew list, the Supervisor will call those employees from that crew on lieu days in order of seniority, beginning with the classification for which the absence coverage was originally required.

(ii) If a volunteer is not available, the Relief Crew and the remaining non-working crews will then be canvassed in that order.

(iii) When an employee volunteers and reports to work because of an absence of another employee they may be permitted to work even though the incoming Supervisor might find that the workload is light. In such case, the volunteer could be permitted to leave at their request.

(iv) An employee at work whose relief fails to report will be expected to work up to four (4) hours overtime until a relief employee reports. The employee may leave at whichever time occurs first and if they have no transportation, the Company will provide it.

(c) If such requests as outlined in paragraph (b) cannot be filled by the above procedures,

the area Shift Supervisor will then designate and require employee(s), on the basis of reverse seniority from the area cover crew, to report to work. The Company may request a particular classification, if the situation is such that no trained personnel are available to fill the absence.

(d) The appropriate number of meal tickets will be provided to those employees who are unable, because of the nature of the overtime, to make adequate preparations.

(e) Where excessive difficulties are experienced with the Absence Coverage System and the parties are unable to resolve these difficulties, former Schedule "G" shall be temporarily reinstated while the parties examine alternatives.

SCHEDULE "F"
SEVERANCE PAY
TOTAL / PARTIAL SITE CLOSURE

The Company will give the Union three (3) months' notice of a permanent, partial, or total Site closure (discontinuance of business).

Where lay-offs are caused by the permanent discontinuance of all or part of the business, the Company shall pay an amount equal to one (1) week, forty (40) hours, at their basic rate for every

completed year of service to employees with one (1) to fifteen (15) years service. For those employees with greater than fifteen (15) years completed service the Company shall pay two (2) weeks, eighty (80) hours, at their basic rate for every completed year of service up to a maximum of sixty (60) weeks.

Employees who elect to receive severance pay at the time of lay-off will forfeit all seniority and recall rights.

SCHEDULE "G"

CHOICES FOR EMPLOYEES

PURPOSE

1. The purpose of this Plan is to offer employees a variety of Options for obtaining needed benefits coverage and to provide compensation which can be used to pay for the coverage.

ELIGIBILITY

2. All regular employees who are not on leave of absence to accommodate employment with an affiliated company or working outside Canada, shall be eligible to participate in this Plan.

ELECTION OF COVERAGE

3. (a) Each participant may select coverage from the Options described in the following benefit plans:

Benefit	Name of Included Benefit Plan
Accidental Death Benefits	<ul style="list-style-type: none"> • Employee Accidental Death and Dismemberment Plan • Spousal Accidental Death and Dismemberment Plan • Dependent Child Accidental Death and Dismemberment Plan
Dental coverage	<ul style="list-style-type: none"> • Dental Assistance Plan
Health Care	<ul style="list-style-type: none"> • Major Medical Plan • Health Manager Plan
Life Insurance	<ul style="list-style-type: none"> • Life Insurance Benefit Plan • Life Insurance for Employees Plan • Spousal Life Insurance Plan • Dependent Child Life Insurance Plan
Long-Term Disability	<ul style="list-style-type: none"> • Supplementary Long-Term Disability Income Plan

(b) The election of coverage shall be made at the initial enrolment or at the annual enrolment.

(c) At the annual enrolment, each participant should **go** to the on-line system to check their individual benefit options available, the applicable price tags, and the benefits available under Clause 5. This information shall be calculated as of the freeze date.

(d) Any participant, who does not make an election within the time limits specified, will be deemed to have elected default coverage.

4. In case of a life event, a participant may elect

to vary the coverage at times other than at the annual enrolment, subject to the limitations specified in each plan.

BENEFITS

5. In addition to all other forms of compensation, each employee shall receive annual flex dollars as specified on the next page:

Applicable to:	\$ Amount
All Employees	\$1,500.00
All Employees - AD&D	An amount equal to the price tag for coverage under Option 3 of the Employee Accidental Death and Dismemberment Plan.
Employees who choose Life Insurance:	
Option 1	An amount equal to 50% of the difference between the price tag for coverage under Options 1 and 2 of the Life Insurance Benefit Plan.
Option 2	An amount equal to 100% of the difference between the price tag for coverage under Options 1 and 2 of the Life Insurance Benefit Plan.
Employees who choose Dental:	Coverage Category You / You + 1 / You + 2 More

Option 1	\$174.00 / 174.00 / 174.00
Option 2	\$182.00 / 325.00 / 503.00
Option 3 - 4	\$192.00 / 384.00 / 622.00

PAYMENT OF BENEFITS

6. (a) The benefits payable under this Plan shall be applied against the participant's benefit costs, added to income, or allocated to the Health Manager Plan, as directed by the participant.

(b) Flex dollars directed to the participant's benefit costs or income shall be applied on the benefit payment dates.

(c) Flex dollars directed to the Health Manager Plan shall be applied at the beginning of the calendar year, except if a participant is a new employee, when they shall be applied at the beginning of the month following the month in which the option was elected. In the case of a life event, an additional amount can be added, and will be pro-rated.

COST

7. The cost of providing these benefits shall be borne by the Company as provided in paragraph 5 above.

DESIGNATION OF DEPENDENTS

8. (a) A participant shall have the right to name different individuals as dependents under different plans and may also select different coverage categories under each plan.

(b) No benefits shall be payable in respect of a dependent who has not been named in accordance with paragraph (a).

TERMINATION OF COVERAGE

9. Payment of benefits under this Plan shall cease at the end of the calendar month in which a participant ceases to be an employee of the Company for any reason.

NON-ASSIGNMENT AND SEIZURE OF BENEFITS

10. Any payments made or to be made under this Plan shall be exempt from seizure to the full extent permitted by law. No person shall have the right to assign any interest in any amount which is or may become payable at any time hereunder.

ADMINISTRATION

11. The Company shall administer this Plan and may make such regulations as may be deemed

necessary and its decision in all matters involving the interpretation and application of this Plan shall be final, conclusive, and binding on all parties.

DEFINITIONS

12. For the purposes of this Plan:

(a) The term annual enrolment shall mean the period determined annually by the Company for the purpose of electing options under this Plan.

(b) The term benefit payment date(s) shall mean the date(s) on which benefit deductions are scheduled to be made by the system used to pay employees.

(c) The term Company shall mean INVISTA (Canada) Company and its predecessor companies and such subsidiary companies as may be designated.

(d) The term coverage category shall mean categories for the number of individuals covered by the participant under various plans, as established, from time to time, **by** the Administrator. Until further notice, the categories shall be:

Coverage Category	Definition
You	Coverage applies to the participant only
You + one	Coverage applies to the participant and to one named dependent
You + one or more	Coverage applied to the participant and to any number of named dependents

(e) The term default coverage shall mean the coverage applied to a participant who has not made his or her own election. Until further notice, default coverage shall be:

(i) For a participant who was employed at the current freeze date:

- The Plan Option and coverage category previously in effect
- Health manager Plan deposit up to the amount applicable in the previous year.

(ii) For a participant hired subsequent to the current freeze date:

Benefit Plan	Coverage Level
Employee Accidental Death and Dismemberment Plan Dependent	Option 1
Accidental Death and Dismemberment	No coverage
Dental Assistance Plan	No coverage
Dependent Life Insurance	No coverage
Health Manager Plan	No deposit
Life Insurance	Option 2
Major Medical Plan	Option 1
Supplementary Long-Term Disability Income Plan	No coverage
Vacation	No buying

(iii) The coverage category applicable to default coverage at the initial enrolment will be “**You**”. At subsequent annual enrolments, the coverage category previously in effect shall continue.

(f) The term **dependent(s)** shall mean the spouse or the dependent child(ren) of a participant.

(g) The term **dependent child(ren)** shall mean:

(i) The natural or adopted child of a

participant or his or her spouse who is unmarried, under age 25, and financially dependent on the participant, or

(ii) The natural or adopted child of a participant or his or her spouse irrespective of age if unmarried and incapable of self support because of mental or physical handicap, provided that such condition existed on attainment of age 25 and was reported to the Insurer within 31 days.

(h) The terms employee and regular employee shall mean a regular employee of the Company as defined in the Company's Service Rules.

(i) The term flex dollars shall mean funds provided to employees by the Company under the terms of this Plan.

(j) The term freeze date shall mean the date set by the Company to establish the employee's age, service, and earnings, for the purpose of determining the value of benefits under this Plan and the price tags of coverage under the plans listed in Clause 3(a).

(k) The term initial enrolment shall mean:

(i) 1994 September 16 for all employees eligible to participate in this Plan on that date; or

(ii) the date of hire for all employees hired subsequently.

(l) The term life event shall mean an occurrence whereby:

(i) an individual becomes qualified as the spouse of a participant; or

(ii) a person for whom coverage has been purchased under the plans listed in Clause 3(1) ceases to be the spouse of a participant as a result of separation, divorce, or death; or

(iii) a child is born to, adopted by, or comes into the custody of, a participant; or

(iv) an individual covered as the child of a participant dies or ceases to qualify as a dependent child in accordance with the terms of paragraph (g) above, or

(v) coverage under another plan previously provided through a participant's spouse ceases as a result of the termination of the spouse's employment or the cancellation by the employer of the applicable plan.

(m) The term Option shall mean a level of coverage selected by a participant in accordance with this Plan.

(n) The term participant shall mean an employee who is eligible to participate in this Plan.

(o) The term price tag shall mean the annual cost

of an Option for coverage under the plans listed in Clause 3(a) established on the freeze date in accordance with the terms of the applicable benefit plan.

(p) The term service shall mean service with the Company as defined in the Company's Service Rules.

(q) The term spouse shall mean a person who is:

(i) The legally married wife or husband of a participant; or

(ii) The "common-law" spouse of a participant provided that such person has cohabited with the participant:

- continuously for a period of not less than one year, or
- within the preceding year when a child was born of whom the "common-law" spouse and the participant are the natural parents.

However, in no case is a participant entitled to designate more than one individual as his or her spouse for any year.

SCHEDULE "H"

VACATIONS

(1) The purpose of this Plan is to provide annual

vacations with vacation allowance for eligible employees.

(2) All regular employees of the Company shall be eligible to participate in this Plan.

(3) Annual vacations shall be granted as follows:

Service	Vacation Entitlement
Service beginning on or before the first day of July of the current	1 week
Service beginning on or before the first working day of the current calendar year but less than 3 years to be completed during the current year	2 weeks
3 years but less than 10 years to be completed during the current year	3 weeks
10 years but less than 20 years to be completed during the current year	4 weeks
20 years but less than 30 years to be completed during the current year	5 weeks
30 years or more to be completed during the current year	6 weeks

(4) Commencing with 5 or more years of service a portion of a current year's vacation may be carried forward to a subsequent year in accordance with the following:

Years of Service Completed in Current Year	Maximum Carry-Over Per Year	Maximum Cumulative Carry-Over
5 but less than 10	1 week	1 week
10 but less than 15	1 week	2 weeks
15 but less than 20	1 week	3 weeks
20 but less than 25	2 weeks	4 weeks
25 but less than 30	2 weeks	5 weeks
30 or more	3 weeks	6 weeks

(ii) Each salaried employee granted a vacation shall be paid a vacation allowance for each week of vacation equal to current

regular salary calculated on a weekly basis.

- (6) (i) Vacations shall be scheduled by the Company and, as far as is practicable, shall be arranged in advance for such time during the year as may be found suitable, after consideration has been given both to the wishes of the employees and to the efficient operation of the units concerned.

(ii) An employee working in a unit whose operations are suspended at the end of a calendar year may, at his or her option, elect to receive part or all of the vacation that she or he would be entitled to in the subsequent calendar year during the shutdown period.

- (7) (i) An employee may purchase one week of vacation in addition to the vacation to which she or he is entitled to under Clause 3. No lesser amount of vacation may be purchased.

(ii) Vacation purchased under this clause shall be taken in accordance with the provisions of Clause 7 and must be taken after all vacation to which the employee is entitled under Clause 3 and Clause 4 has been taken.

(iii) The purchase of vacation must be made

at the initial enrollment or at each annual enrollment.

(iv) If an employee elects to purchase vacation under this clause, the cost of the vacation shall be calculated in accordance with Clause 5 at the rate of pay applicable to the employee as of the freeze date. A portion of this cost will be deducted from the employee's pay at each benefit payment date.

(v) If an employee indicates that vacation elected under this Clause will not be taken in the calendar year, the amount deducted under paragraph (iv) shall be added back to his or her pay prior to the end of the calendar year.

(8) (i) An employee who is eligible for at least 4 weeks of vacation under Clause 3, and who has not elected to purchase vacation under Clause 7, may sell one week of vacation. No lesser amount may be sold.

(ii) The sale of vacation under this Clause must be made at the annual enrollment.

(iii) If an employee elects to sell vacation under this Clause, the value of the vacation shall be calculated in accordance with Clause 5, at the rate of pay applicable to

the employee as of the freeze date. The value of vacation sold shall be added to the employee's pay at the beginning of each calendar year.

(iv) A decision to sell vacation may not be rescinded.

(9) The length of an employee's vacation may be reduced because of absence from work during the twelve months immediately preceding 1st January of the year in which the vacation is scheduled to commence.

(10) The amount of the vacation allowance shall be reduced by the applicable amount of any statutory or other vacation allowance paid to the employee upon termination of service during the current or the preceding year and the length of the vacation shall be correspondingly reduced.

~~(11)~~ The Company confirms it has revised its payroll practices so that an employee who, terminates from the Company, shall be paid for all vacation accrued to date of termination, at the employee's applicable vacation entitlement.

(12) An employee who is entitled to a vacation at the time of retirement shall be granted an allowance in an amount equal to:

(i) any vacation allowance due and not paid for vacation earned in the previous year, and

(ii) any carry-over to which the employee is entitled, and

(iii) vacation earned in the year of termination prorated on the basis of time worked and the vacation entitlement in that year.

(13) Any payments made or to be made under this Plan shall be exempt from seizure to the full extent permitted by law. No person shall have the right to assign any interest in any amount which is or may become payable at any time hereunder.

(14) The Company shall administer this Plan and may make such regulations as may be deemed necessary and his or her decision in all matters involving the interpretation and application of this Plan shall be final, conclusive, and binding on all parties.

(15) For the purposes of this Plan:

(i) The term annual enrollment shall mean the period established for the election of coverage under the Company's CHOICES Plan.

(ii) The term benefit payment date(s) shall mean the date(s) on which benefit

deductions are scheduled to be made by the system used to pay employees.

(iii) The term Company shall mean INVISTA (Canada) Company and its predecessor companies and such subsidiary companies as may be designed by the Company.

(iv) The terms employee and regular employee shall mean a regular employee of the Company.

(v) The term freeze date shall mean the date on which the price tags of benefit options are calculated, as defined in the Company's CHOICES Plan.

(vi) The term hourly rate shall, for a payroll employee, mean the hourly rate for the employee's classification according to the schedule of rates in effect at the time vacation commences except that effect shall be given to any adjustment in rates occurring during the vacation period. Overtime work and wages paid therefore, and all premiums, are excluded from these calculations.

(vii) The term initial enrollment shall mean:

(i) At a date selected by the Company in accordance with the 2006

Memorandum of settlement [180 days from ratification], or

(ii) the date of hire for all employees hired subsequently.

(viii) The term payroll employee shall mean an employee whose remuneration is based on hours worked.

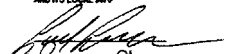
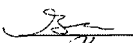
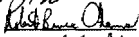

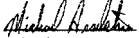
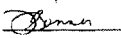
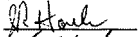

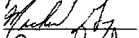

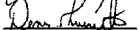

(ix) The term salaried employee shall mean an employee whose remuneration is based on a monthly rate.

(x) The term service shall mean service

The parties agree that the following letters or items are part of the Collective Agreement signed by the parties this 18th day of August 2006.

COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION OF CANADA
AND ITS LOCAL 9676

PIVISTA (Canada) Company -
MILLHAVEN SITE

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**INVISTA (Canada) Company
Letter of Understanding**

President
Communications,
Energy & Paperworkers Union of Canada
Local 9670

STUDENTS

This will confirm the understanding reached between the Company and the Union.

Students who perform bargaining unit work other than general clean-up and labour shall be paid the student rate shown in Schedule "A". Students shall also receive overtime and shift premiums. No other provisions of the Collective Agreement shall apply to students.

INVISTA (Canada) Company – Millhaven Site
Human Resources Manager

**INVISTA (Canada) Company
Letter of Understanding**

President
Communications,
Energy & Paperworkers Union of Canada
Local 9670

CONTRACTING OUT

This will confirm the understanding reached between the Company and the Union.

The current committee that reviews contractors presently on site and/or who will be shall be continued. The committee shall meet at the request of the Union.

The Company shall endeavour, whenever possible, to give reasonable notice to the Union through the committee of contracts to be let to an outside contractor. Such notice may be impractical in the event of an emergency.

As well, the committee shall discuss alternatives which may be available to reduce the contracting out of work.

INVISTA (Canada) Company – Millhaven Site
Human Resources Manager

**INVISTA (Canada) Company
Letter of Understanding**

President
Communications,
Energy & Paperworkers Union of Canada
Local 9670

PRESIDENT OF THE UNION

This will confirm the understanding reached between the parties concerning the President of the Union.

It is agreed that the Union President will work in his/her classification with one half (1/2) day of the week devoted to Union Business. It is understood there may be situations that arise from time to time that require the Union President's attention in addition to one half (1/2) day per week.

This agreement will become effective on the effective date of this Agreement.

INVISTA (Canada) Company – Millhaven Site
Human Resources Manager

INVISTA (Canada) Company
Letter of Understanding

President
Communications,
Energy & Paperworkers Union of Canada
Local 9670

MEDICAL SPECIALIST APPOINTMENTS

This will confirm the understanding reached between the Union and the Company.

The Company shall pay up to sixteen (16) hours for all employees who require time off from work in any period of twenty-four (24) consecutive months to go to an appointment with a Medical Specialist. Payment for these appointments shall not exceed four (4) hours at a time. The employee must provide the Company with at least twenty-four (24) hours' notice of such appointment and show verification of the appointment by submitting the referral slip to their immediate supervisor certifying the appointment or verification of attendance of such appointment.

A leave of absence to attend such appointments constitutes an Emergency Leave as provided for in the Ontario *Employment Standards Act*.

INVISTA (Canada) Company – Millhaven Site
Human Resources Manager

**INVISTA (Canada) Company
Letter of Understanding**

President
Communications,
Energy & Paperworkers Union of Canada
Local 9670

OVERTIME

Should the Company err in the assignment of overtime, then an overtime opportunity in kind will be offered. This opportunity will be in excess of area manning, and will be at the time mutually agreed upon by the employee and his or her supervisor. This adjustment shall be scheduled within ten (10) days and shall take place within thirty (30) days.

INVISTA (Canada) Company
Human Resources Manager