

**AGREEMENT**

**WITH**

**COMMUNICATIONS, ENERGY AND PAPERWORKERS**

**UNION OF CANADA, CLC,**

**LOCAL 28-0**

**EFFECTIVE 2008 MAY 01**

**MAITLAND SITE**

**INVISTA (Canada) Company**

**02400 (12)**

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Note: Any reference to the masculine gender in this Agreement will also be deemed to refer to the feminine gender.

## MEMORANDUM OF AGREEMENT

Entered into quintuplicate as of the 22<sup>nd</sup> of April 2008.

BY AND BETWEEN:

**INVISTA (Canada) Company**, hereinafter called the "Company", a corporation having an office at Maitland, Ontario,

AND

**COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA, CLC, LOCAL 28-O**, MAITLAND, ONTARIO, hereinafter called the "Union".

WHEREAS the Company operates manufacturing plants located in the Township of Augusta, County of Grenville, Ontario, known as its "Maitland Site" and hereinafter referred to as the "said Site",

WITNESSETH THAT the parties hereto have agreed as follows:

### ARTICLE I – SCOPE

This agreement covers all employees of the Company as herein defined.

The expression "employee" used throughout this agreement shall be deemed to mean any employee of the said Site except those engaged wholly or partially in a supervisory capacity, engineering, technical and medical staff, office employees, and guards.

### ARTICLE II – RECOGNITION

- (a) The Company recognizes the Union during the term of this agreement as the exclusive bargaining agent of the employees at the said Site for the purpose of collective bargaining in respect of wages, hours of work, seniority, grievance procedure and such other working conditions as are included in this agreement.
- (b) The Union recognizes the right of the Company to manage the said Site, and to direct the working forces, including the right to hire, promote, or transfer any employee, and to demote, discipline, suspend or terminate the employment of any employee for any justifiable reason.
- (c) The Union agrees that the Company may at any time change hours of work, determine or change work assignments or methods, and select the materials to be handled, processed or manufactured.

- (d) The Union further recognizes the right of the Company to make and alter rules and regulations, not inconsistent with this agreement, to be observed by the employees.
- (e) It is understood that the terms of the new Collective Agreement are as set out herein and any matter that either party intends to rely upon is set out and is not based upon the exchanges between the parties in bargaining or past practices not incorporated into the new Collective Agreement.

### **ARTICLE III – BENEFITS**

- (a) The Company shall maintain in place pursuant to Schedule "C" hereof benefit plans providing: life insurance, AD&D, dental insurance and health care insurance. The Company's obligation is to pay its portion of the premiums as provided for in Schedule "C" and nothing in the Schedule shall be read as implying or creating any greater obligation.
- (b) The Company shall maintain in place a Short Term Disability (STD) Plan essentially similar to that in place at the expiry of the previous Collective Agreement that provides the following benefits:
  - i) For up to 26 weeks, 100% of pay.
  - ii) Effective January 1, 2009 the STD plan provides the following benefits:
    - After 24 hours lost and up to 26 weeks:
      - The first six (6) weeks – 85% of pay
      - The next twenty (20) weeks – 70% of pay.

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

- (c) The Company will pay the premium for a Long Term Disability Plan essentially similar to that in place at the expiry of the previous Collective Agreement, subject to (e) below.
- (d) The Company will continue its current Pension Plan applicable to employees in the bargaining unit during the term of the Collective Agreement subject to any changes required by law.
- (e) While the Company fully expects to continue these benefits policies indefinitely, it reserves the right to discontinue or amend a plan or policy at any time, provided however, that no such discontinuance, and no amendment will have the effect of terminating or reducing in the aggregate the benefits provided. No such limitation shall apply, however, if the discontinuance or amendment results directly or indirectly from any government action which either:
  - i) requires the Company to effect such discontinuance or amendment, or

- ii) provides a benefit or benefits which when considered together with the results of the Company's actual or proposed discontinuance or amendment does not in the aggregate occasion any loss or reduction of benefits to the participants.
- (f) In the event of a layoff due to a lack of work for a period exceeding fourteen (14) days, the Company will continue the Major Medical Plan coverage which the individual regular employee has previously elected and which is in effect for them at that time, for a three month period from date of termination and the applicable premium will be fully paid by the Company.

**ARTICLE IV – VACATIONS**

- (a) The purpose of this Plan is to provide annual vacations with vacation allowance for eligible employees.
- (b) All regular employees of the Company shall be eligible to participate in this Plan.
- (c)
  - i) Annual vacations shall be granted as follows:

<b>Service</b>	<b>Vacation Entitlement</b>
Service beginning on or before the first day of July of the current calendar year	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

- ii) 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:

<b>Years of Service Completed in Current Year</b>	<b>Maximum Carry-Over Per Year</b>	<b>Maximum Cumulative Carry-Over</b>
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

(d)

- i) Each payroll employee granted a vacation shall be paid a vacation allowance in an amount equal to the employee's current hourly rated multiplied by 40 hours for each week of vacation; provided, however, that in cases in which the individual employee's regular work week is less than 40 hours, the number of hours in the employee's regular work week shall govern.
- 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.

(e)

- i) Vacations shall be scheduled by the Company and, as far 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 operations 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.

(f)

- 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 provision 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 (d) shall be added back to his or her pay prior to the end of the calendar year.
- (g)
- 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 8, 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.
- (h) The length of an employee's vacation may be reduced because of absence from work during the twelve months immediately preceding 1<sup>st</sup> January of the year in which the vacation is scheduled to commence.
- (i) The amount of 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.
- (j) 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.
- (k) 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.
- (l) 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 may become payable at any time hereunder.
- (m) 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.
- (n) 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 designated by the Company.
  - iv) The terms employee and regular employee shall mean a regular employee of the Company as defined in the Company's Service Rules.
  - 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:
    - 1. 1994 September 16 for all employees eligible to participate in this Plan on that date; or
    - 2. 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 with the Company as defined in the Company's Service Rules.

#### **ARTICLE V – CO-OPERATION**

- (a) The Union agrees that it will not cause, authorize, or sanction, nor permit its members to cause or take part in, any sit-down, stay-in, or slow-down, in any department, or any strike or stoppage of any of the Company's operations or any curtailment of work or restriction of or interference with production or any picketing of the Company's premises during the term of this Agreement.
- (b) The Company agrees that it will not cause or sanction a lock-out during the term of this Agreement.
- (c) The Company agrees that the Union may post in the said Site, on notice boards supplied by the Company for such purposes, notices pertaining to meetings of the Union, elections of officers, social and recreational events, provided that such notices have been approved by the Company.
- (d) 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.
- (e) No one shall conduct Union activities during working hours except as specifically permitted in this Agreement. There shall be no discrimination or intimidation 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 participation or non-participation in the said Union activities.
- (f) Controller Concept: Since 1983, through ongoing discussion between the Company and the Union, a new work system was phased in at the Maitland Site known as "The Controller Concept". The Concept is designed to change the work culture toward a more creative, more effective working environment by giving each employee an expanded role and responsibility in a supportive environment where respect for each other, team spirit, training and doing our work in a better way is encouraged.

The Company and Union will encourage open, honest expression of views by all members of the organization, such that with ongoing dialogue between the parties, positive evolution and development occurs.

- (g) The Company will deduct the amount of the regular monthly Union membership dues from the wages of each employee in each pay period.

The Company shall remit to the Financial Secretary of the Union the total of all amounts so deducted not later than ten (10) days following the date of the last deduction.

The Company will forward a list, on a monthly basis, of the employees from whose wages deductions have been made.

- (h) The Company agrees to maintain a procedure for the posting of job vacancies of a permanent nature in selected classifications listed in Schedule "A" attached and to make copies of the Job Posting and Lay-Off Procedure available to the Union.
- (i) The Company agrees that for 21-shift schedules, normal rotation changes between shift and day work will be made on the long weekend as shown on shift schedules.
- (j) Members of the Union not exceeding six (6) in number on any one day may occasionally be granted brief leave of absence without pay for the purpose of attending normal functions of the said Union such as steward, executive, or general meetings and training courses.
- (k) This confirms the Company's intent to review contractor activity with the B&G Committee at regular monthly Union / Company meetings.
- (l) This confirms the Company's intent to provide to the Union a list of names of new employees when he / she attains four (4) months of continuous employment with the Company for the purpose of Union notification so that his / her membership in the Union can be pursued.
- (m) The Company agrees to provide the Union with information regarding classification of employees in the bargaining unit. This information may be requested by the Union for a regular Union / Company meeting.

## **ARTICLE VI – SAFETY AND HEALTH**

- (a) The Company will continue to make reasonable provision for the safety and health of its employees. The Company agrees that such protective devices as the Company requires to be worn and other equipment which in the opinion of the Company is necessary to protect the employee from injury shall be provided by the Company.
- (b) In accordance with the Safety Shoe Procurement Procedure, the Company will subsidize the purchase by employees of Safety Shoes for their own use to the extent of 100% of

the cost of \$135.00 per pair, whichever is less, for one pair purchased in each calendar year, and \$76.00 per pair, for a second pair purchased in each calendar year by regular employees and \$48.00 per pair for additional pairs purchased in each calendar year.

- (c) The Company will continue to invite from the Union nominations of employees to sit, on the basis of one employee per committee, on the standing sub-committees established for advisory purposes by the Safety Steering Committee.
- (d) The Company shall notify the Worker Co-Chair of the Joint Health and Safety Committee when a level 2 or 3 health or safety incident occurs at Maitland Site.
- (e) It is understood that when a meeting is called for the purpose of investigating a level 2 or 3 injury / illness or fire / explosion damage incident, a worker member of the Joint Health and Safety Committee and / or a Union Steward will have the opportunity to attend as appropriate. A copy of the investigation reports will be issued to the worker Co-Chairperson and the Union Chief Steward.

## **ARTICLE VII – REPRESENTATION**

- (a) The Company agrees to recognize up to twenty-four (24) stewards, one of whom will be the Chief Steward, to represent groups of employees. The Union shall notify the Company in writing of the names of the stewards and of the Chief Steward. It is understood that a steward, and / or the Chief Steward may, with the agreement of the department Supervisor, and without loss of time or pay, leave his / her regular duties for a reasonable length of time in order to investigate and settle grievances.

It is understood that discussion will take place with the steward's and / or Chief Steward's line organization with regard to the reasons, the nature and the time spent on such leave.

- (b) The Company recognizes a Union Bargaining and Grievance Committee of not more than six (6) employees.
- (c) The Union Bargaining and Grievance Committee shall have the right of meeting the appointed representative or representatives of the Company at regular monthly meetings at the site. Members shall be paid four (4) hours straight time for their attendance at such meetings. It is understood that a representative of the National Union may be present as such meetings.
- (d) The Company agrees to pay up to six (6) members of the Bargaining and Grievance Committee at the applicable straight time wage rate, in respect of their daily hours for regularly scheduled work days, devoted to attendance at the Company / Union negotiations meetings for the purpose of renewing the Collective Agreement, up to and including the expiry date of the current Collective Agreement.

## **ARTICLE VIII – HOURS OF WORK**

- (a) The normal number of daily hours of work shall be either eight, and shall vary from eight hours for six days in a week, to eight hours for two days in a week, or twelve, and shall vary from twelve hours for four days in a week to twelve hours for one day in a week, or a combination of two twelve and two eight hour days in a week, in accordance with schedules established from time to time. Following discussions with the Union the Company may also introduce a shift system with four 10 hour shifts per week with one, unpaid meal period. The normal number of daily hours shall be scheduled to be worked in one continuous period, except for the unpaid lunch periods.
- (b) The normal number of daily hours of work is stated solely for the purpose of calculating overtime and shall not be construed as a guarantee of any minimum nor as a restriction on any maximum number of hours to be worked.
- (c) It is understood that an employee shall be at the work place and ready to assume his / her duties at the commencement of the employee's scheduled working day.
- (d) An employee, assigned to operations on a shift which is schedule to be followed immediately by another shift without lapse of time, shall not leave his / her work place until relieved by the employee assigned to the same operations on the succeeding shift.

Exceptions to this standard can be managed within the discretion of the shift team provided that such decisions are consistent with criteria established by the Company.

- (e) The Company agrees to schedule for employees not engaged in a continuous operations, a rest period of ten minutes' duration in each half of the working day. It is understood, and the Union agrees, that the nature of the work in continuous operations is such that it is impractical to schedule rest periods for employees engaged therein, but that under normal conditions reasonable opportunity for refreshment will exist.
- (f) It is understood that all day workers shall be granted a reasonable amount of time to wash-up before their lunch period and before the end of their normal working day.
- (g) It is understood that shift workers may be granted a reasonable amount of time to wash-up before their meal period(s) and before the end of their shift provided that safe and productive operations can be maintained.

## **ARTICLE IX – OVERTIME AND OTHER ALLOWANCES**

- (a) An employee shall be paid at the rate of time and one-half for work required to be performed in excess of the employee's normal number of daily hours of work in any one day or in any continuous period.

- (b) An employee shall be paid at the rate of time and one-half for work required to be performed on his / her assigned regular day of rest.

It is understood that when an employee works seven consecutive normal eight hour days, none of which is a day of rest, the employee's eighth day will be deemed to be the employee's assigned regular day of rest.

- (c) If an employee is required by the Company to report to the said Site for work related purposes at other than his / her regularly scheduled working hours, the employee shall be paid at the rate of time and one-half for all hours worked at other than his / her regularly scheduled working hours provided. In any event the employee shall be paid at the employee's straight time rate only for regularly scheduled hours worked. The employee shall be paid a minimum amount of 3 hours pay at the applicable overtime rate if the employee's pay for the performance of such work is less than this amount, except when such work forms a continuous period with the employee's regularly scheduled working hours, in which case no minimum shall apply. If the said employee is entitled to the payment provided in clause (g) this minimum amount shall be paid in addition thereto for the performance of such work on a holiday.
- (d) If an employee is required by the Company to report to the said Site on less than twenty-two hours' notice, to perform work at other than said employee's regularly scheduled working hours, the Company will provide transportation to the said Site for the employee or will pay the employee one hours' pay at his / her straight time rate. If the employee is entitled to payment under the provisions of clause (b), (c), or (h) this travelling allowance shall be paid in addition thereto.
- (e) Whenever an employee's schedule is changed by the Company so as to result in regularly scheduled working hours with new starting and finishing times or a change between a day schedule and a shift schedule, the employee shall be paid at the rate of time and one-half for work performed during the employee's first working day following such change unless thirty or more hours' notice (Friday 1800 hours) prior to the commencement of the calendar week of the employee's new schedule in which the change occurs has been given to said employee by the Company.
- (f) Notwithstanding the foregoing provisions of this Article IX, and employee shall not be paid at the rate of time and one-half for overtime work if such overtime work, is performed by an employee in exchange for his / her regularly scheduled hours by special arrangement with another or other employees who may wish to change or exchange working hours.

This opportunity is contingent upon meeting criteria established by the Company.

- (g) An employee shall, subject to the second paragraph of this clause, be paid an amount equivalent to eight hours' pay at said employee's straight time hourly rate for the following holidays whether or not the employee works on such holidays: New Year's Day, Family Day (third Monday in February), the first Monday in the mid-winter school break, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day.

However, an employee shall not be entitled to be so paid:

- i) if the employee does not work on such holidays when he / she is required or scheduled to do so. Notwithstanding the foregoing, the employee shall be entitled to be so paid when leave of absence has been granted for paid disability, jury duty, or bereavement;
  - ii) if the employee is absent without good cause on the scheduled working day immediately preceding or succeeding such holiday;
  - iii) if the employee is absent for any reason on both the scheduled working days immediately preceding and succeeding such holidays. Notwithstanding the foregoing the employee shall be entitled to be so paid if such absence is due to the employee's scheduled vacation or when leave of absence has been granted for paid disability, jury duty, or bereavement;
  - iv) if such holiday occurs while the employee is on leave of absence. Notwithstanding the foregoing, the employee shall be entitled to be so paid if such absence is due to said employee's scheduled vacation or a disability.
- (h) An employee who works on any of the holidays mentioned in clause (g) whether or not the employee is entitled to the payment provided in clause (g) shall be paid at the rate of time and one-half for all hours worked.
- (i) If another day is substituted by statute or decree or by mutual agreement between the parties for the observation of any of the holidays listed in clause (g) the day of observance so substituted shall be deemed to be the holiday for the purpose of this Article IX.
- (j) An employee shall not be entitled to be paid under more than one clause of this Article unless otherwise specifically provided, and in any event the rate of payment including holiday and other allowances but excluding the minimum payment and travelling allowance provided in clauses (c) and (d) shall not exceed three times the straight time hourly rate.
- (k) For purposes of establishing which shift crew employees, regularly scheduled to work on Sunday, shall receive Sunday premium and premium pay for work performed on the holidays shown in clause (g) of this Article IX, the day shall extend from midnight to midnight for employees assigned to schedules with normal eight hours days and from 0700 hours to 0700 hours for employees assigned to schedules with normal 12 hour days. But for all other purposes any day shall be deemed to be a twenty-four hour period as shown in schedules established from time to time.
- (l) A meal up to the value of \$9.25 shall be provided in accordance with the Meal Procurement Procedure.

- (m) When an employee is called upon to a jury selection process or to render jury duty by a duly constituted authority the employee will be paid for the time lost by reason of such duty on the basis of said employee's normal daily hours of work.

## **ARTICLE X – WAGES CLASSIFICATION**

- (a) The classification of employees and the classification of new occupations shall be done by the Company.
- (b) The classification of existing occupations within the recognized bargaining unit and the wage rates applying thereto shall be 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 reclassified or classified, as the case may be, by the Company, but the Company agrees to discuss and review such changes or new classification with the Union. It is agreed that in the event the Union does not agree with the Company, the matter may be taken up at the next contract negotiations as provided for in Article XVI.
- (c) While an employee may at any time discuss his / her classification with the department Supervisor, no request for a change in the classification of such employee need be entertained by the Company unless presented to the Company within thirty days following the date of classification or change of classification to which such employee objects. Insofar as is practicable, the Company agrees to inform the Union with regard to changes in classification.
- (d) An employee shall be paid the rate for the occupational classification to which the employee is assigned, provided the employee is qualified to perform the duties of such classification and provided the assignment is for more than one hour, unless the assignment is to a lower rated classification for the convenience of the Company, in which case the employee shall be paid the rate of the higher classification.
- (e) 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 reflects 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 XI – SENIORITY**

- (a) An employee, other than a student hired for the vacation period, shall acquire seniority status after being in the employ of the Company for a probationary period of one hundred and eighty days.
- (b) Seniority shall govern in the case of a lay-off which the Company expects to remain in effect for more than seven days provided employees are sufficiently qualified. No individual employee will be laid off for more than a total of 14 days in a year without applying his / her seniority rights, notwithstanding the Company's ability to implement the seven day lay-off without applying said employee's seniority. Sufficiently qualified shall be deemed to mean that the employee is qualified to perform the normal duties of his / her job classification.

For equally qualified employees seniority shall govern in the case of a transfer or promotion to a classification within the bargaining unit, which the Company expects to remain in effect for more than thirty days. It is understood that where employees are not equally qualified preference will be given to the best qualified. Qualifications acquired during the period of a transfer or promotion made under the temporary provisions of this clause shall be disregarded in making a permanent adjustment.

Where the temporary adjustments contemplated above occur and subsequently become permanent or exceed the stipulated time limits, the provisions of this clause shall apply immediately but such application shall be without retroactive effects.

Copies of the Job Posting and Lay-Off Procedure are available to the Union and will show the established lines of progression and retrogression. The Company agrees not to revise the Procedure during the term of this Agreement.

However, any addition to the Procedure shall not be deemed to be a revision but will be discussed and reviewed with the Union. After moving through the lines of retrogression and before lay-off, an employee will be assigned by the Company according to the employee's seniority and subject to the first paragraph of this clause, to the lowest classification of any job progression, other than the Manufacturing Service Person job progression, (and such assignment may be to that classification occupied by the employee with the least seniority of all the employees in the bottom classifications of the lines of progression) or, if there is no such classification available to the employee, the employee will be assigned to one of the following classifications, in the following order based on said employee's seniority: Manufacturing Service Person, Service Person, Services Trainee, Janitor, Hiree. Seniority shall govern in the case of a lay-off from the classification of Manufacturing Service Person, Service person, Services Trainee, Janitor, and Hiree.

- (c) For the purposes of this agreement seniority shall be calculated from the date an employee first enters the bargaining unit under this Collective Agreement with the Company or its predecessor. Employees who leave the bargaining unit for any reason shall maintain and continue to accumulate seniority for the total period of his / her



subsequent employment with the Company or its predecessor. Seniority so acquired shall be lost on termination of employment. However, accumulated seniority shall be restored upon re-employment if such termination was due to lay-off or the expiration of leave of absence for illness or accident provided the lapse of time between the date of termination for such reasons and the date of re-employment does not exceed eighteen months.

(d) Seniority shall terminate and an employee shall cease to be employed by the Company if:

- i) the employee is absent from active employment for a period of twenty-four (24) months calculated from the period the absence commenced.
- ii) the employee is absent for three (3) consecutive working days without notifying the Company of the absence and providing reasons satisfactory to the Company for such absence.

(e) When employment offers are made, former employees whose employment with the Company was terminated during the preceding eighteen months due to lay-off and who are qualified for the job or jobs available shall be offered employment on the basis of seniority accumulated prior to termination. The Company shall be under no obligation to re-employ such a former employee unless said person has filed a current address and telephone number with the Company for this purpose, can be reached when the opportunity for employment arises and is available for work when required.

In the even that a former employee fails to accept re-employment the Company may consider that said person no longer wishes to be re-employed.

(f) 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.

(g) The Company agrees to alter the seniority lists at least every four months 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.

## **ARTICLE XII – SEVERANCE PAY**

a) An employee who has one (1) year or more of seniority shall be paid severance pay each time his / her employment is terminated due to lack of work, except that such pay will not be paid when employment is terminated:

- i) due to lack of work for a period which the Company expects to last not more than fourteen (14) days;

- ii) due to circumstances beyond the control of the Company including, without limitation, fire, flood, power failure or hostile acts of foreign governments, or to strike or other labour dispute whether or not the Company is directly involved, transportation difficulties, material shortages and the like, or regulations or controls established by any governmental authority; or
  - iii) without the employee having been re-employed for a continuous period of at least nine (9) months following a previous termination, except that if severance pay in weekly installments upon such previous termination was discontinued as a result of such re-employment, the severance pay to which the employee was previously entitled will be resumed upon the subsequent termination.
- b) It is understood that severance pay will not be paid to an employee when:
- i) the termination is for any reason other than lack of work;
  - ii) the employee accepts employment at any Company location, or with an affiliated company, before termination becomes effective;
  - iii) the employee is offered employment with a successor company at the same location before termination becomes effective;
  - iv) the employee becomes a pensioner;
  - v) the employee resigns, even in anticipation of termination;
  - vi) the employee elects termination in lieu of demotion, promotion, transfer or any change in status, unless the employee has been given the option of termination with severance pay by the Company in lieu of demotion.
- c) The amount of any employee's severance pay, subject to the foregoing provisions of this Article, shall be:
- i) one (1) week's pay for each of the first (4) years of seniority, plus,
  - ii) one (1) week's pay for each year of seniority over four (4) and an additional week's pay for each year of seniority over fifteen (15) reduced by the amount of any severance pay previously paid by the Company for seniority of over four (4) years.
  - iii) the amount of severance pay payable in each case of termination shall be limited to fifty-two (52) weeks' pay.

Partial years, after the first full year, shall be computed to the nearest full month, including the month in which employment is terminated, if the employee has accumulated fifteen (15) or more days of seniority in that month, and the rate of one-twelfth (1/12) of one (1) week's pay shall be applicable for each such month.

For severance pay purposes a week's pay shall be equal to the employee's current straight time hourly rate multiplied by the number of hours, not to exceed forty (40), constituting the employee's normal number of weekly hours of work at the said Site at any time of termination, and shall not include overtime or any other premium pay or allowance.

- d) The Company may elect to pay severance in weekly installments or in a lump sum.
- e) However, the employee may elect the option to defer payment of such lump sum or installments.
- f) This option must be enacted within four weeks of such termination.
- g) In the event that an individual receiving severance pay is re-employed by the Company, payments thereof shall cease with the payment for the period ending the day immediately preceding the date of the individual's re-employment.
- h) An individual who has received severance pay shall not be required to return any portion of such pay to the Company in the event of re-employment.
- i) When a former employee is offered and does not accept re-employment, other than work of a temporary nature, severance pay shall be discontinued.

### **ARTICLE XIII – DISCHARGE**

The Company agrees to notify the Union prior to the discharge of any employee. The Chief Steward or delegate shall be invited to be present with the affected employee if a discharge meeting is held. In addition, notice of the discharge shall be given in writing and mailed by registered mail addressed to the Recording Secretary of the Union within 72 hours of the discharge. Any discharge may be discussed as a grievance, provided the grievance is submitted in writing within seven (7) days after receipt by the Union of the written notice of the reason for the discharge. In the event that any employee is discharged and, after subsequent investigation, and is exonerated and reinstated, the said employee shall be reimbursed for the time lost by reason of such discharge on the basis of the employee's normal daily hours of work less earnings received from other employers in respect of the period for which the employee is to be reimbursed.

In the event that an employee is discharged and is not exonerated by subsequent investigation, a lesser penalty may be substituted where, in the opinion of an arbitration board, the penalty of discharge is considered to be inappropriate.

An employee who is placed on probation shall be given a copy of the probation notice.

It is understood that justifiable reason for termination of an employee who has not achieved seniority status shall be determined by the Company, provided that such discretion will not be exercised in bad faith.

An employee who by disciplinary action is summarily required to leave the Site may meet with a steward at the gatehouse.

#### **ARTICLE XIV – GRIEVANCE PROCEDURE**

- (a) 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 handled in accordance with the provisions of this Article.
- (b) While an employee may discuss a grievance with his / her 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 incident which gave rise to the grievance. Any grievance shall be deemed to have been withdrawn if, after a written answer has been given at any Step, more than thirty (30) days have elapsed before the grievance is carried to the next Step.
- (c) The employee shall first take up his / her grievance directly with the Supervisor of the department. If the matter is not resolved by the Supervisor, it shall be handled as follows:

##### **Step 1**

The employee may report the matter to the steward elected to represent the employee's group, who, together with the employee may take up the matter with the Supervisor and shall at the same time present to the Supervisor a written grievance, listing the issue and the adjustment desired. If the written decision of the Supervisor does not settle the matter to the satisfaction of the employee or four (4) regularly scheduled working days have elapsed since the grievance was submitted under the provisions of this step, the employee and the steward may:

##### **Step 2**

Take up the matter with the appropriate member of supervision above the Supervisor as designated by the Company from time to time. If the written decision of the appropriate member of supervision does not settle the matter to the satisfaction of the employee or twenty-one (21) days have elapsed since the grievance was submitted under the provisions of this step, the steward may:

### **Step 3**

Submit the grievance to the Human Resources Manager or delegate. The Union Bargaining and Grievance Committee may then discuss it with the Human Resources Manager or delegate at a time to be agreed upon. If the Human Resources Manager or delegate does not settle the matter to the satisfaction of the Union Bargaining and Grievance Committee within eight (8) weeks after the grievance has been submitted under this step, the provisions of Article XV may be invoked.

- (d) All decisions arrived at by agreement with the Human Resources Manager or delegate, and the Union Bargaining and Grievance Committee with respect to any grievance shall be made in writing and shall be final and binding upon the Company and the Union.
- (e) Nothing in this Agreement shall be deemed to take away the right of an individual employee to present any personal grievance to the Company.

### **ARTICLE XV – ARBITRATION**

- (a) Within a period of twelve (12) weeks after the initiation of Step 3, 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 or section of the Job Posting and Lay-Off Procedure, may, in the event of failure to reach agreement thereon, be referred by either part to arbitration by an arbitration board, in accordance with the procedure contained in Schedule "B" of this Agreement.
- (b) The decision of the majority of the arbitration board on the matter at issue, or of the chairperson if there is no majority, 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.
- (c) Each party shall pay its own costs and the fees and expenses of witnesses called by it and its representatives. The fees and expenses of the chairperson shall be shared equally between the parties.

### **ARTICLE XVI – EXPIRY OF AGREEMENT**

- (a) This Agreement shall become effective as of the 1<sup>st</sup> day of May 2008 and shall remain in full force and effect until and including the 30<sup>th</sup> day of April 2011.

- (b)
  - i) As early as three (3) months prior to the expiry of the Agreement either party may without obligation present to the other party in writing any proposed modifications or revisions of this Agreement for the purposes of study and review.
  - ii) Either party may subsequently on ten (10) clear days' notice in writing require the other party to enter into negotiations for the renewal of the Agreement within the period of two (2) months prior to the expiry date and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to secure such renewal.
- (c) The party giving the notice in accordance with clause (b) ii) hereof shall at the same time as such notice is issued, and the party receiving the notice shall within ten (10) days of it's receipt of such notice, respectively, present to the other party in writing any proposed modifications or revisions of this Agreement, if they have not previously been presented as noted in clause (b) i).
- (d)
  - i) Notwithstanding the previous provisions hereof the Company may, in its discretion in response to unanticipated benefit costs, give ninety (90) days notice of early termination of the Collective Agreement. In such circumstances the parties shall jointly apply to the Labour Relations Board for such early termination and the Union hereby consents to such application.
  - ii) Following the issuance of a notice of early termination, the parties shall enter into negotiations in good faith and make every reasonable effort to secure a renewal of the Collective Agreement.

## **ARTICLE XVII – NOTICES**

Notices provided in Article XVI and Schedule "B" shall be in writing and shall be sufficient if sent by mail addressed, if to the Union, to the Recording Secretary of the Union, and if to the Company, to the Human Resources Manager at the said Site.

**SCHEDULE "A" – Part I**

<b>CLASSIFICATIONS</b>	<b>Wage Code Nos.</b>		<b>Rates 2008 May 01</b>	<b>Rates 2009 May 01</b>	<b>Rates 2010 May 01</b>
<b><u>LABORATORIES</u></b>					
Analyst Controller Trainee	740	\$	19.97	20.37	20.78
Analyst Controller – 1	741		21.47	21.90	22.34
Analyst Controller – 2	742		23.06	23.52	23.99
Analyst Controller – 3	743		24.89	25.39	25.90
Analyst Controller – 4	744		26.84	27.38	27.93
Analyst Controller – 5	730		29.50	30.09	30.69
<b><u>PRODUCTION OPERATIONS</u></b>					
Controller Trainee	750		19.97	20.37	20.78
Controller – 1	751		21.47	21.90	22.34
Controller – 2	752		23.06	23.52	23.99
Controller – 3	753		24.89	25.39	25.90
Controller – 4	754		26.84	27.38	27.93
Controller – 5	705		29.50	30.09	30.69
<b><u>SITE ENGINEERING</u></b>					
Engineering Controller Trainee	170		19.97	20.37	20.78
Engineering Controller – 1	171		21.47	21.90	22.34
Mechanic Controller – 2	172		23.06	23.52	23.99
Mechanic Controller – 3	173		24.89	25.39	25.90
Mechanic Controller – 4	174		26.84	27.38	27.93
Mechanic Controller – 5	118		30.50	31.11	31.73
Instrument-Electrical Controller – 2	180		23.06	23.52	23.99
Instrument-Electrical Controller – 3	181		24.89	25.39	25.90
Instrument-Electrical Controller – 4	182		26.84	27.38	27.93
Instrument-Electrical Controller – 5	183		30.50	31.11	31.73
Electrician Controller – 5	105		30.50	31.11	31.73
Instrument Controller – 5	112		30.50	31.11	31.73

<b>CLASSIFICATIONS</b>	<b>Wage Code</b>	<b>Rates 2008</b>	<b>Rates 2009</b>	<b>Rates 2010</b>
	<b>Nos.</b>	<b>May 01</b>	<b>May 01</b>	<b>May 01</b>

**SITE ENGINEERING / SITE SERVICES**

Fire Chief	760	\$ 29.50	30.09	30.69
Services - Trainee	121	19.58	19.58	19.58
Serviceperson	122	21.05	21.05	21.05
Manufacturing Serviceperson	123	22.61	22.61	22.61
Equipment Operator	108	24.89	25.39	25.90
Services Controller	151	23.06	23.52	23.99
Manufacturing Services Controller	150	25.79	26.31	26.84
Equipment Mechanic	119	29.50	30.09	30.69
Fire Inspector Controller – 2	140	23.06	23.52	23.99
Fire Inspector Controller – 3	141	24.89	25.39	25.90
Fire Inspector Controller – 4	142	26.84	27.38	27.93
Stores Controller – Trainee	306	19.58	19.58	19.58
Stores Controller – 1	307	21.05	21.05	21.05
Stores Controller – 2	308	22.61	22.61	22.61
Stores Controller – 3	309	25.28	25.28	25.28

**POWERHOUSE**

Power Engineer Controller Trainee	650	19.97	20.37	20.78
Power Engineer Controller – 1	651	21.47	21.90	22.34
Power Engineer Controller – 2	652	23.06	23.52	23.99
Power Engineer Controller – 3	653	24.89	25.39	25.90
Power Engineer Controller – 4	654	26.84	27.38	27.93
Power Engineer Controller – 5	655	31.50	32.13	32.77
Shift Engineer	607	33.61	34.28	34.97

**SITE**

Student / Temporary Employee	801	13.09	13.09	13.09
Janitor	120	15.00	15.00	15.00
Hiree	803	17.90	18.26	18.63



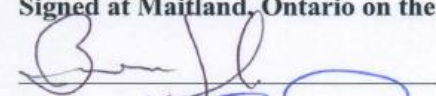

## **SCHEDULE "A" – Part II**

### **SHIFT AND SUNDAY PREMIUMS**


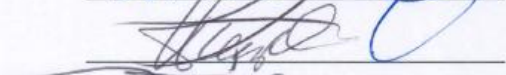
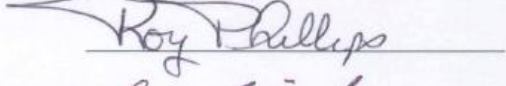
For work performed on regularly scheduled multiple or fixed shifts a premium of one dollar and sixteen cents (\$1.16) an hour for eight-hour night shifts commencing between 11:00 p.m. and 2:59 a.m. and one dollar and forty-two cents (\$1.42) an hour for twelve-hour night shifts commencing between 7:00 p.m. and 2:59 a.m. An employee who is regularly scheduled to work on Sunday shall be paid, in addition to any shift premium, a premium of two dollars (\$2.00) an hour for each hour worked on a Sunday.

These premiums are to be added to the rates shown in Schedule "A" of this agreement but are 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.

Signed at Maitland, Ontario on the 22<sup>nd</sup> day of April, 2008.

  
  
sandersen

**INVISTA (Canada) Company**

  
  
Roy Phillips  
Don Sand  
  
Daniel Lowrie

**Communications, Energy and  
Paper Workers Union, Local 28-O**

## **SCHEDULE "B"**

### **PROCEDURE FOR ARBITRATION PROCEEDINGS**

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. This 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 its representative on the arbitration board and the other party shall appoint its representative within ten (10) days of receipt of this notification.
3. In the event that either party shall fail to appoint a representative to the arbitration board within the delay provided, the other party may request the Minister of Labour of the Province of Ontario to appoint a representative on behalf of the defaulting party.
4. When the representatives have been appointed they shall meet forthwith to choose a chairperson, who, with the two representatives, shall constitute the arbitration board.
5. Should the representatives fail within five (5) days to agree on a chairperson, the Minister of Labour of the Province of Ontario may be requested by the representatives of either of them to appoint a person who shall be the chairperson of the arbitration board.
6. After the arbitration board has been formed by the foregoing procedure, it shall meet with all members present and hear the evidence of both parties and render a decision within seven (7) days after the completion of taking evidence.
7. The time limits specified herein shall be deemed to be exclusive of Saturdays and Sundays and those holidays described in Article IX (g) of this Agreement and may be extended by mutual consent of the parties or by the arbitration board.

**SCHEDULE "C"**  
**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:

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

- (b) The election of coverage shall be made at the initial enrollment or at the annual enrollment.
  - (c) At the annual enrollment, 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 enrollment, 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 below:

<b>Applicable to:</b>	<b>\$ Amount</b>		
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 or More
Option 1	\$174.00	\$174.00	\$174.00
Option 2	182.00	325.00	503.00
Option 3	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 enrollment 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:

<b>Coverage Category</b>	<b>Definition</b>
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:

<b>Benefit Plan</b>	<b>Coverage Level</b>
Employee Accidental Death and Dismemberment Plan	Option 1
Dependent 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 enrollment will be "You". At subsequent annual enrollments, 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 enrollment 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:
  - a) continuously for a period of not less than one year, or
  - b) 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 "D"**

### **SERVICE RULES**

#### **PURPOSE**

1. These rules govern the determination of an employee's service for all Company purposes.

#### **SERVICE**

2. Service is acquired only by a regular employee and the length of such an employee's service is the period of time that has elapsed since his original date of employment, less the following periods of absence or separation:
  - (a) The entire period of a leave of absence without pay where such period is in excess of sixteen (16) consecutive calendar days, except for:
    - i. A period of absence from temporary disability arising from employment with the Company and covered by the applicable worker's compensation legislation or employer's liability insurance;
    - ii. Leave of absence for pregnancy and / or parental leave.
    - iii. Leave of absence granted to accommodate employment with an affiliated company.
  - (b) Any period during which an employee is suspended from work by the Company or is absent from work without permission of the Company.
  - (c) Any period during which an employee is absent on a legal strike.
  - (d) The period elapsed from the date of a break in service to the date of re-employment, when such break in service is cured.

#### **BREAK IN SERVICE**

3. An employee's service is broken by resignation, retirement, discharge, or termination due to lack of work. The resulting break in service shall be deemed to have occurred on the effective date of the resignation, retirement, discharge, or termination due to lack of work, as the case may be.

#### **SERVICE CURE**

4. A former employee whose service had been terminated due to lack of work or to become a recipient under the Long-term Disability Income Plan and who is subsequently rehired shall receive credit for the service acquired up to the effective termination date immediately upon his / her return to work as a regular employee.

5. A former employee whose service had terminated for any reason other than termination due to lack of work or to become a recipient under the Long-term Disability Income Plan and who is subsequently rehired shall receive credit for service acquired to the effective termination date when she / he has acquired one (1) year of service subsequent to re-employment. This one (1) year requirement will be waived for the purpose of the Pension Plan if the employee retires or is involuntarily terminated for any reason other than misconduct and if at the time of such retirement or termination the total of his / her prior periods of service and current service equals to two (2) years or more.
6. A regular employee's service shall include any prior period of work as a temporary employee.
7.
  - (a) The Company shall administer these Service Rules and may cure breaks in service, grant credit for service, establish the date of employment, and make such regulations as it may deem to be in the spirit of or necessary for the administration of these Rules, and its decision in all matters involving the interpretation and application of these Rules shall be final, conclusive, and binding on all parties.
8.
  - (b) For the purposes of these Rules:
    - i. a "regular employee" shall mean a person whose employment is of a continuing and regular nature and whose scheduled working hours are at least equal to 37.5 hours in each two week period.
    - ii. a "temporary employee" shall mean a person whose scheduled working hours are less than 37.5 hours every two weeks or whose employment is of a temporary, intermittent, or casual nature.
    - iii. "date of employment" means the date which appears in the records of the Company as the date of commencement of employment.
    - iv. The masculine pronoun shall include both the masculine pronoun and the feminine pronoun.
    - v. The term "the Company" means INVISTA (Canada) Company and its predecessor companies and such subsidiary companies as may be designated by the Company.
    - vi. The term "affiliated company" means INVISTA, S.à r.l. and any company with which service is recognized by INVISTA, S.à r.l. but does not include the Company as defined in subsection (v) hereof.

#### **SERVICE WITH AFFILIATED COMPANIES**

9. In accordance with these Service Rules, the service of a regular employee shall be deemed to include service with an affiliated company, as officially established by that company.

## **Appendix I**

### **Job Posting and Layoff Procedure**

- (a) The Company will review the qualifications for posted positions, whenever a change in the required qualifications is planned, with the Bargaining and Grievance Committee of the Union. The qualifications are for those job opportunities noted on page 1 of 7 of the Job Posting and Layoff procedure.
- (b) This also confirms the Company will put the above mentioned Job Posting Qualifications on the INVISTA Maiweb Intranet.
- (c) In the even the Union President requests to review the list of applicants to a posting, he / she shall meet with the Human Resources Advisor to do so, recognizing that the privacy and confidentiality of the applicant must be maintained.

## **Appendix II**

### **Temporary Employees and Contractors**

1. In the event of a layoff, regular employees shall be retained rather than laid off from active employment in preference to contractors where the employee has the current skill and ability to do the available work at comparable efficiency and cost to the Company. This judgment shall be made by the Company in its discretion which discretion shall not be arbitrary, discriminatory or exercised in bad faith. The Company shall not be required to violate any contract to give employees this preference, but shall conclude such obligations at the earliest legal opportunity.
2. There is no intention of the Company to use temporaries or contractors to undermine the employment security of regular employees
3. In the event a work force reduction is in place, regular employees would be brought back as regulars before any temporaries would be hired so long as they had the skill and ability to do the work available.
4. Temporary employees would be impacted before any regular employee, in the event of a work force reduction so long as the regular employees have the skill and ability to do the work available.
5. The need for temporary employees is short term, i.e., less than six (6) months and would not impact on the hiring of summer students.
6. Prior to hiring temporary employees, the President of the Local will be informed by the Human Resources Advisor. Additionally, the President will subsequently be provided a memorandum outlining the names of those hired, department to which they have been assigned, and the expected duration of their employment.

### **Appendix III**

#### **Understanding Changes for Schedules**

1. The Company expects to schedule employees to work "on average" forty (40) hours per week and to pay for regularly scheduled hours at straight time pay.
2. The Company is dedicated to, and has practices giving employees maximum notice of the changes in their work schedules.
3. Work schedules that fit the patten of work to be done and meet employee needs are an important part of increased effectiveness and employee relations at Maitland Site. Schedules should be administered without disadvantaging employees or the Company.
4. Regular ongoing repeating schedules consist of four types of schedules as per Article VIII (a) of the Agreement:
  - A. Those in which the daily hours of work are eight, varying from two to six days in a week.
  - B. Those in which the daily hours are twelve, varying from one to four days in a week.
  - C. Those, which have a combination of two twelve and two eight-hour days in a week.
  - D. Those, which have a ten-hour per day work schedule, if one is introduced.
5. It is key that the communication process is clear and results in a closed loop interface.

Employees are required to move from one regular schedule to another schedule for business and personal needs.

This results in "transitional weeks" when moving from twelve hour work days to eight hour work days or vice versa and a new schedule that has a variation of Schedules A & B.

The following principles / framework apply to the "transition weeks":

- The regular "weekly" hours scheduled to be worked in the new schedule would not result in a lesser number of regular weekly hours than were previously scheduled. EDO's (twelve hour Extra Days Off) would not be a factor in this.
- The "transition weeks" for such a change would not exceed one or two weeks in each circumstance.
- These new schedules would be communicated well in advance, preferably two weeks. If thirty or more hours notice prior to the commencement of the calendar week (i.e. must be given by 1800 hours Friday, which is

thirty hours before 0001 Sunday) of the employee's new schedule in which the change occurs has not been given to the employee, the provisions of Article IX (e) apply.

- The "weekly" hours noted in 1. Above for the purpose of defining the "weekly" hours is the period from 0700 Sunday to 0700 the following Sunday.

#### **Appendix IV**

##### **Controller Day Assignments**

The Company and the Union recognize the purpose of rotating employees to Day schedule point assignments to assure the development of the area's and individual's skills to meet the objectives of the Controller Concept. The expected direction will be to maximize the use of volunteers to complement the day schedule assignments, taking into consideration individual interests and departmental needs.

In the event the number of volunteers does not meet department needs, the area Supervisor will appoint the required complement of employees.

#### **Appendix V**

##### **Shift Engineers and Legislative Requirements**

If potential new legislation is passed which requires a Shift Engineer to assume the work hours and significant additional responsibilities of the Chief Operating Engineer in the absence of the Chief, the Company shall assess that work and determine the appropriate pay practice and / or classification.

#### **Appendix VI**

##### **Transfer to a Non-Bargaining Unit Role**

Notwithstanding Article IX (c) Seniority, employees who leave the bargaining unit and transfer to a non-bargaining unit role, shall maintain and continue to accumulate seniority for eighteen (18) months of his / her subsequent employment with the Company or its predecessor except that following eighteen (18) months of subsequent employment, only seniority accumulated as a member of the bargaining unit will be maintained. It is understood by the parties that this paragraph applies only to employees who leave the bargaining unit and transfer to a non-bargaining unit role, subsequent to May 1<sup>st</sup>, 2005 (*or ratification date, whichever is later*).

## **Appendix VII**

### **Hours of Work**

The Company confirms its intent to continue:

- The EDO Administration process for shift workers.
- Eight-hour day workers' schedules that go from Monday to Friday.
- Paid meal periods for shift workers in continuous operations.

If changes are deemed necessary, it will be discussed with the Union prior to implementation.

## **Appendix VIII**

### **Re: *Employment Standards Act***

This confirms the understanding reached between the Company and the Union regarding the following:

- (a) The Communications, Energy and Paper Workers Union of Canada (CEP) Local 28-O agrees, on behalf of all bargaining unit employees at Maitland Site, that any employee may voluntarily work extra hours beyond his or her regular workday of eight (8), ten (10), or twelve (12) hours in a day and beyond forty-eight (48) hours in a week, in accordance with the *Employment Standards Act, 2000*. Excess hours may be worked by any employee upon the request of the Company, and may not exceed the limits of the *Act* (60 hours / week).
- (b)
  - i) The Parties in this Collective Agreement have agreed to establish certain schedules of work (see Article VIII (a) and Appendix III).
  - ii) Pursuant to such schedules, the Company may establish a schedule where employees work more than forty-four (44) hours in a single week.
  - iii) The parties agree that for *Employment Standards Act* purposes, the Parties may average hours of work over two separate non-overlapping weeks to achieve compliance with the *Act*.
  - iv) For Collective Agreement purposes the Parties have agreed that the Company may continue schedules that include EDO's during a twelve-week period in order to achieve a forty (40) hour average over the twelve weeks.
  - v) Notwithstanding the foregoing, overtime shall continue to be paid in accordance with Article IX of the Collective Agreement.

Addendum

## **JOB POSTING AND LAY-OFF**

### POLICY

Maitland Site requires efficient plant operation in concert with good employee relations practices. To help achieve these objectives, opportunities for advancement for qualified people are provided through established lines of progression. In addition, a job posting procedure enables employees to enter a new line of work. When job reductions are necessary, employees move through a retrogression system that recognizes the qualifications and seniority of employees involved.

### PROCEDURE

#### A. Lines of Progression

A line of progression consists of a series of job levels, beginning with a Trainee classification and ending with the appropriate top of the line classification. New employees or present employees who have been selected with the required qualifications, enter a progression line to fill job vacancies, either at the Trainee classification or at the level within the line for which they qualify. Each employee in a non-complement progression line receives training applicable to his job, to enable him to progress to the top rate within his / her line, on the basis of demonstrated ability to meet the job standards. In addition, in the case of employees who enter a line of progression as a result of retrogression from another line, progress will be based on previous experience and demonstrated ability to meet the job standards.

The lines of progression are shown on the attached chart.

A number of job classifications on the plant site do not have accompanying progressions. They vary from those that do not require a skill to those into which people bring their skills. These classifications are listed on the attached chart.

#### B. Job Posting

Job opportunities occur at the Trainee Level in the various lines of progression and in a number of jobs for which there are no progressions. The following job classifications are posted:

Power Engineering Controller Trainee  
Engineering Controller Trainee  
Equipment Mechanic  
Controller Trainee

Services Controller  
Stores Controller Trainee  
Analyst Controller Trainee

Employees are made aware of these openings through job posting, and are offered the opportunity to make application based on a desire to move into a new line of work. Job



opportunities are normal made available to Maitland Site employees before outside recruiting is carried out.

Job vacancies referred to in this procedure are only those of expected duration over thirty (30) days under the terms of Article IX, Clause (b) of the Agreement with Local 29-O. Whenever there is an opening for any of the jobs listed above, the job opening will be posted on the bulletin boards for a minimum of seven (7) days. If an additional opening occurs within one (1) month from the last day of the posting for a job in the same classification and qualifications, no further notice shall be posted. Applicants for the original job, which was posted, will automatically be considered for any additional openings that occur during this time period. Selection of successful applicants and their transfer to the posted position will take place within a reasonable period of time. For the purposes of retrogression, those successful applicants, whose transfer is delayed because of business need, will have the same classification (level) as junior successful applicants for that posting. This would apply for the same period of time it takes to attain the top level in their new progression. Job Posting as described in Section B of the Job Posting and Retrogression Procedure will continue to be in effect during periods when employees are on notice of retrogression and / or lay-off.

#### Transfer Rate

Employees who successfully apply to enter the 'A' Trades, Analyst Controller, Controller, Power Engineering Controller, Equipment Operator, Manufacturing Services Controller, Manufacturing Serviceperson, Stores Controller, and Fire Inspector Controller lines of progression and who are currently classified in the top level of these lines of progression will enter the new line at the bottom classification level, but will receive an hourly rate one level below their current classification or the closest hourly rate in the new progression that is comparable to a rate one level below their current classification rate, whichever is lesser.

The previously noted transfer rate is subject to the following: An employee who is successful in posting to a new job and who is not immediately classified at the top classification of that new job is expected not to engage in further posting activity until such time as he / she worked at the top classification in that job for a period equivalent to the progression period required to attain the top classification of that job. In the event that further posting to another job occurs during this period of time, the successful applicant shall have his / her classification rate reduced by one level for a one (1) year period or to the rate of the new job classification, which ever is lesser.

#### C. Retrogression System

The retrogression system is used to provide movement when a reduction of the work force is necessary (see attached chart). The following paragraph from Article XI of the current Agreement with Local 28-O, describes the retrogression system. It forms the basis from which it is understood that for sufficiently qualified employees, seniority will be the governing factor in a retrogression process.

After moving through the lines of retrogression and before lay-off, an employee will be assigned by the Company, according to his / her seniority and subject to the first paragraph

of this clause, to the lowest classification of any job progression, other than the Manufacturing Serviceperson Job progression (and such assignment may be to that classification occupied by the employee with the least seniority of all the employees in the bottom classifications of the lines of progression) or, if there is no such classification available to the employee, the employee will be assigned to one of the following classifications in the following order, based on his / her seniority: Manufacturing Serviceperson, Serviceperson, Services Trainee, and Janitor.

Seniority shall govern in the case of a lay-off from the classifications of Manufacturing Serviceperson, Serviceperson, Services Trainee, Janitor, and Hiree.

The general intent is modified by the following statements, the wording of which was negotiated:

- a. "In the event of a reduction in the work force in any job progression and employee will be retrogressed in the reverse order of his / her progression."
- b. "Any Controller-5's who are retrogressed out of their assignment due to crew reductions or lay-off, will have the opportunity to move to another Controller-5 assignment subject to the provisions of Article XI, Clause (b)."
- c. "For the purposes of retrogression the Instrument-Electrical Group will be combined with the Electrician Group when there is a lack of electrical work and with the Instrument Mechanic Group when there is a lack of Instrument Mechanic work."
- d. "Where an employee has successfully posted into a line of progression and is retrogressed out of that line due to crew reduction or lay off, he / she will have the opportunity to return to their former classification in the progression from which the employee came, for the normal training period in the line to which he / she posted, taking in account his / her seniority, subject to the provisions of Article XI, Clause (b). In addition, if an Analyst Controller – 5, Controller – 5, Power Engineer Controller – 5, or Controller 5's in the "A" Trades lines successfully posts into a line of progression and is unable to cope with the training program, he / she will be allowed to return to his / her former classification in the progression line from which the employee came."
- e. "Employees within the "A" Trades line of progression who, since introduction of the non-complement progression system in 1957, have been classified by the Company as 1<sup>st</sup> Class Tradesmen in two lines of progression will, in the event of crew reduction or lay-off for the purposes of retrogression, be treated as belonging to the line of progression which gives them the maximum protection from retrogression."
- f. "When an employee is given an assignment within their classification but outside the lines of progression as described in the Job Posting and Lay-off Procedure, the employee will be treated, for the purpose of retrogression, due to crew reduction or lay-off, as if he / she had remained in their line of progression."

- g. "In the event of a lay-off which affects Analyst Controller – 5's, Controller – 5's, Power Engineer Controller – 5's, or Controller 5's in the "A" Trades line, incumbents of the said classification who are assigned by the Company to the lowest classification of any job progression or to the classification of Manufacturing Serviceperson, Serviceperson, Services Trainee, or Janitor, will be given the option of begin terminated by the Company for lack of work."
- h. For purposes of retrogression, the current incumbents in the Power House line of progression who have or will have acquired 3<sup>rd</sup> Class Stationary Engineer I classification will be grouped with all other employees who entered the Power House line of progression after 1986 June 06 and who subsequently acquired Power Engineer Controller – 5 classification or who will acquire Power Engineer Controller – 5 classification.

In addition, those employees who were in the Power House line of progression prior to 1985 June 06, and who subsequently acquire their 2<sup>nd</sup> Class Stationary Engineer certificate and are classified as Power Engineer Controller – 5's will, at that time, for the purposes of retrogression, be grouped with those who were at the Power Engineer classification as of 1991 October 22.

- i. In the event of a lay-off which affects Fluorochem Operations personnel, for purposes of retrogression, incumbents in the CFH Utility Operator classification on 1991 November 30<sup>th</sup>, will be treated as if the CFH Utility Operator line of progression continued to exist, until such time as they attain the classification of Controller – 5.
- j. Employees who have been retrogressed shall have the right of first refusal for a posted vacancy that represents a line of progression back to or toward a position they were retrogressed from within the preceding eighteen (18) months. In production, each line of progression in practice shall be a separate "position" for the purpose of this provision.

#### D. Lay-Off

Lay-off from the plant work force is the final event in a retrogression process. Should a lay-off form the Manufacturing Serviceperson, Serviceperson, Services Trainee, Janitor, or Hiree classification be necessary, it is carried out on the basis of seniority.

The provisions of Article XIV of the Collective Agreement will apply to this Administrative item.