

AGREEMENT

WITH

UNIFOR, CLC,

LOCAL 28-0

EFFECTIVE 2014 MAY 01

MAITLAND SITE

INVISTA (Canada) Company

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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 1st day of May 2014.

BY AND BETWEEN:

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

AND

UNIFOR, 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.

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 Maitland 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 Maitland 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 Maitland 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 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 and nothing 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:

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) Employees on layoff will maintain eligibility for benefits as indicated in Article III(a) above. For clarity, terminated employees are not eligible for this provision.

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 earned as follows:

Service	Vacation Entitlement
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:

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

(d)

- i) Each payroll employee granted a vacation shall be paid a vacation allowance in an amount equal to the employee's current hourly rate 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 (c). No lesser amount of vacation may be purchased.
- ii) Vacation purchased under this clause shall be taken in accordance with the provision of Clause (e).
- 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 (d) 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) Should such vacation elected under this clause 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 (c), and who has not elected to purchase vacation under Clause (f), 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 (d), 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 1st 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 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 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 UNIFOR office at an address designated by the Union the total of all amounts so deducted, on a monthly basis, not later than ten (10) days following the end of the month of the last deduction.

The Company will forward a list, on a monthly basis, of the employees from whose wages deductions have been made, the amount of dues deducted, the rate of pay and job classification, the names of active and inactive members and the reason should there be no deductions.

- (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) Members of the Union not exceeding three (3) 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.
- (j) This confirms the Company's intent to review contractor activity with the B&G Committee at regular monthly Union / Company meetings.
- (k) 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.
- (l) 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 \$175.00 per pair, whichever is less, for one pair purchased in each calendar year, and \$90.00 per pair, for a second pair purchased in each calendar year by regular employees.

- (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 3 injury / illness or fire / explosion damage incident, a worker member of the Joint Health and Safety Committee and / or a Union Steward will attend. 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 six (6) 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 three (3) 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 three (3) 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, or twelve, or a combination of twelve and eight hour days in a week, in accordance with schedules established from time to time. 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 Company expects to schedule employees to work “on average” forty (40) hours per week (forty-two (42) for 12 hour shift (7 days of the week) scheduled employees) and to pay for regularly scheduled hours at straight time pay. The weekly hours is the period from 0700 Sunday to 0700 the following Sunday.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) 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.
- (i) It is understood that there will be paid meal periods for shift workers in continuous operations.
- (j) 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 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 Maitland 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 Maitland Site on less than twenty-two hours' notice, to perform work at other than said employee's regularly scheduled working hours, the Company will pay the employee one hour's 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, an 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 \$10.00 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.
- (n) The Company may average the regular hours of scheduled work over a two (2) week period for the purpose of insuring compliance with the overtime provisions of the Ontario Employment Standards Act.

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 XVII.
- (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 two hundred and seventy days. For an employee designated as temporary, the probationary period shall commence upon attainment of status as a regular employee. Time served in a temporary classification is credited towards the probationary period, where no break in service occurs between temporary and regular employment.
- (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.

- (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, employees who were laid off during the preceding twelve (12) months and who are qualified for the job or jobs available shall be recalled on the basis of seniority accumulated prior to layoff. The Company shall be under no obligation to recall a laid off 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 recall arises and is available for work when required.

In the event that a laid off employee fails to accept recall, other than of a temporary nature, the Company may consider that said person no longer wishes to be recalled for work.

(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 whenever a change is made.

ARTICLE XII – 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.

B. Job Posting

Job opportunities may occur in the various lines of progression and are posted, as follows:

Laboratories
Operations
Maintenance
Site Services
Powerhouse

Employees are made aware of these openings through job postings, and are offered the opportunity to make application based on a desire to move into a new line of work. Job opportunities are normally made available to Maitland Site employees before outside recruiting is carried out.

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. This also confirms the Company will post the above mentioned Job Posting Qualifications in a manner accessible to employees on the Maitland computer system. In the event the Union President requests to review the list of applicants to a posting, he / she shall meet with the Human Resources to do so, recognizing that the privacy and confidentiality of the applicant must be maintained.

Job vacancies referred to in this procedure are only those of expected duration over thirty (30) days under the terms of Article XI, Clause (b) of the Agreement with Local 28-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

If an employee successfully posts to a line of progression with a higher rated classification, rate maintenance will apply until advancement in the new line of progression exceeds the previously classified rate.

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, whichever 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 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, Services Trainee, and Janitor.

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

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

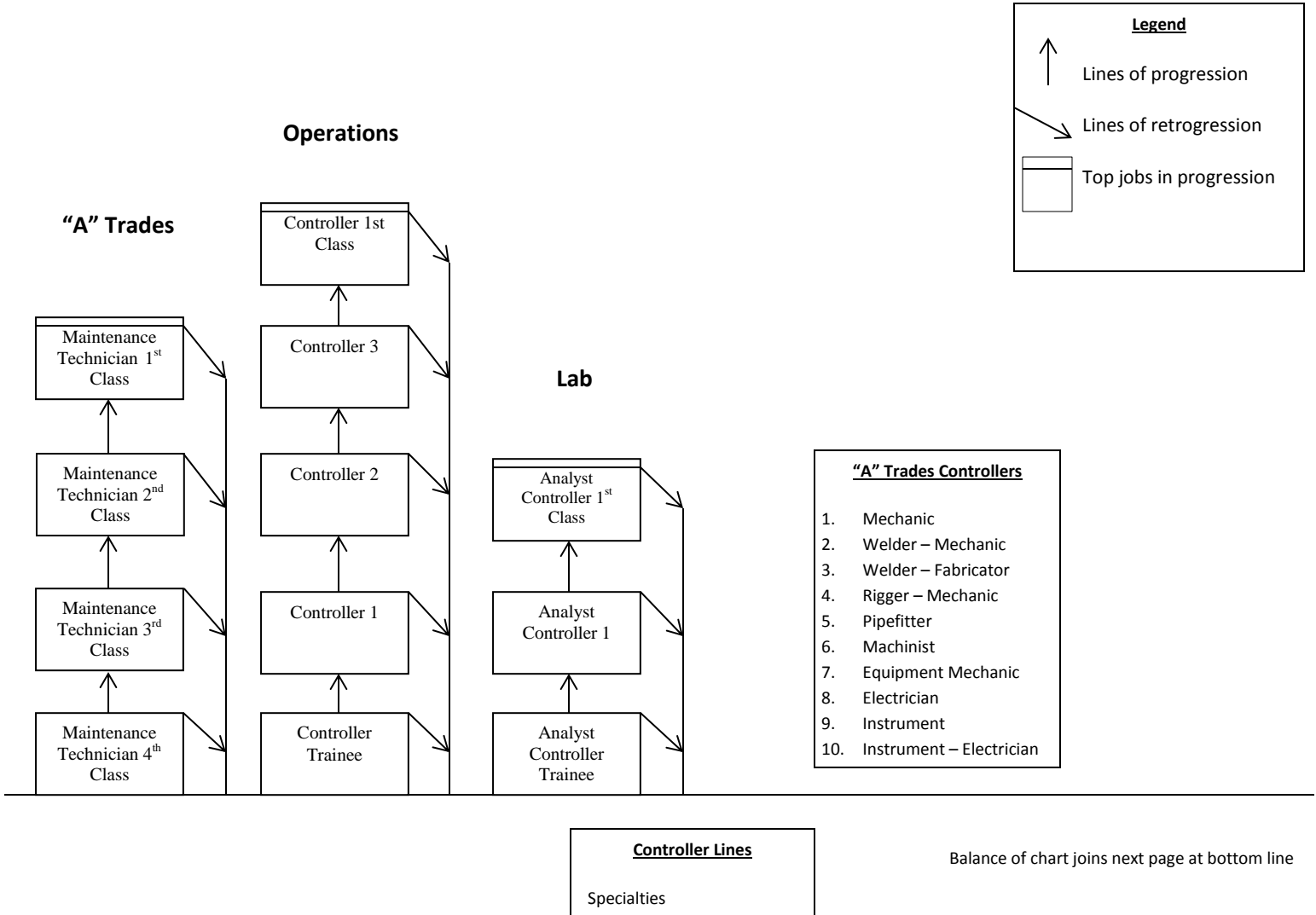
- a. In the event of a reduction in the work force in any job progression and employee will be retrogressed in the reverse order of his / her progression.
- b. Any employees classified as Controller 1st Class- who are retrogressed out of their assignment due to crew reductions or lay-off, will have the opportunity to move to another Controller 1st Class 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 employee successfully posts into a line of progression and is unable to meet the requirements of the training program within nine (9) months, he / she will be returned to the previously held classification and rate 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 1st 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 1st Class, Controller 1st Class, Power Engineer Controller 2nd Class, or Controller 1st Class 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, Services Trainee, or Janitor, will be given the option of being terminated by the Company for lack of work.

- h. 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.

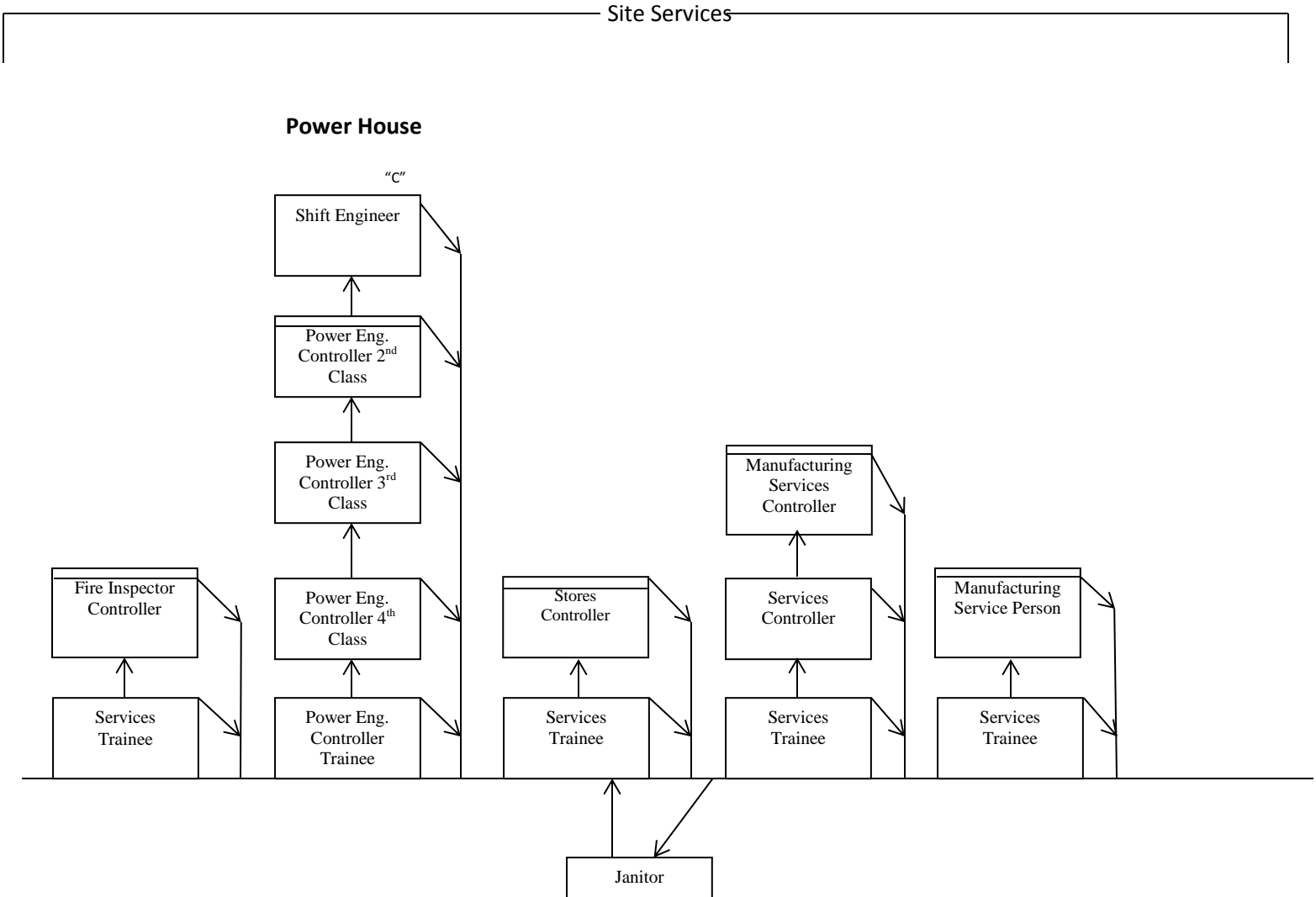
D. Lay-Off

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

LINES OF PROGRESSION OR RETROGRESSION



LINES OF PROGRESSION OR RETROGRESSION



Manufacturing Services Controller

Primary Skills to Include:

- Carpentry
- Painting
- Insulating
- Transportation
- Intermediate level maintenance functions to a Mechanic Technician 3rd Class
- Support to manufacturing operations

Notes:

1. Power – "C" – Complemented Position
2. Refer to clause "C" of Article XII for specific retrogression provisions.

ARTICLE XIII – 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 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
 - ii) 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 layoff 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.

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) or forty-two (42) for shift worker employees, constituting the employee's normal number of weekly hours of work at the Maitland Site at any time of termination, and shall not include overtime or any other premium pay or allowance.

- d) For the purposes of clarity, employees who are eligible to receive severance pay pursuant to this Article shall be entitled to severance pay after a layoff of twenty-six (26) weeks.
- e) The Company may elect to pay severance in weekly installments or in a lump sum.

ARTICLE XIV – 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 a development plan shall be given a copy.

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 XV – 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 ten (10) business 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 six (6) weeks after the grievance has been submitted under this step, the provisions of Article XVI 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.
- (f) It is understood a grievance for an employee dismissal will be initially submitted at third step.
- (g) The above time limit may be waived by mutual consent of the parties.

ARTICLE XVI – 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 XVII – EXPIRY OF AGREEMENT

- (a) This Agreement shall become effective as of the 1st day of May 2014 and shall remain in full force and effect until and including the 30th day of April 2018.
- (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 XVIII – NOTICES

Notices provided in Article XVII 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 Maitland Site.

SCHEDULE "A" – Part I

Classifications	Wage	Rates 2014	Rates 2015	Rates 2016	Rates 2017
	Code	May	May	May	May
LABORATORIES					
Analyst Controller Trainee	740	\$ 20.90	\$ 21.00	\$ 21.10	\$ 21.20
Analyst Controller 1	741	\$ 24.00	\$ 24.25	\$ 24.50	\$ 24.75
Analyst Controller 1st Class	730	\$ 32.35	\$ 32.70	\$ 33.05	\$33.40
Analyst Temporary	742	\$ 31.35	\$ 31.70	\$ 32.05	\$32.40
OPERATIONS					
Controller Trainee	750	\$ 20.90	\$ 21.00	\$ 21.10	\$ 21.20
Controller 1	751	\$ 23.75	\$ 23.85	\$ 23.95	\$ 24.05
Controller 2	752	\$ 26.10	\$ 26.30	\$ 26.50	\$ 26.70
Controller 3	753	\$ 28.10	\$ 28.30	\$ 28.50	\$ 28.70
Controller 1st Class	705	\$ 32.65	\$ 33.15	\$ 33.65	\$ 34.30
MAINTENANCE					
Maintenance Technician 4 th Class	174	\$ 25.40	\$ 25.65	\$ 25.90	\$ 26.15
Maintenance Technician 3 rd Class	173	\$ 27.40	\$ 27.65	\$ 27.90	\$ 28.15
Maintenance Technician 2nd Class	172	\$ 29.40	\$ 29.65	\$ 29.90	\$ 30.15
Maintenance Controller – 1st Class	118	\$ 33.65	\$ 34.15	\$ 34.65	\$ 35.30
Instrument-Electrical Controller- 1st Class	183	\$ 33.65	\$ 34.15	\$ 34.65	\$ 35.30
Electrician Controller – 1st Class	105	\$ 33.65	\$ 34.15	\$ 34.65	\$ 35.30
Instrument Controller – 1st Class	112	\$ 33.65	\$ 34.15	\$ 34.65	\$ 35.30
Maintenance Temporary	170	\$ 32.65	\$ 33.15	\$ 33.65	\$ 34.30
SITE SERVICES					
Services Trainee	121	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.50
Manufacturing Serviceperson	123	\$ 22.60	\$ 22.70	\$ 22.80	\$ 22.90
Services Controller	151	\$ 24.30	\$ 24.60	\$ 24.90	\$ 25.20
Manufacturing Services Controller	150	\$ 27.80	\$ 28.10	\$ 28.40	\$ 28.70
Fire Inspector Controller	142	\$ 29.00	\$ 29.00	\$ 29.00	\$ 29.50
Stores Controller	309	\$ 26.70	\$ 27.00	\$ 27.30	\$ 27.60
Site Services Temporary	122	\$ 22.60	\$ 22.70	\$ 22.80	\$ 22.90
POWERHOUSE					
Power Engineer Controller Trainee	650	\$ 20.90	\$ 21.00	\$ 21.10	\$ 21.20
Power Engineer Controller – 4th Class	654	\$ 28.25	\$ 28.50	\$ 28.75	\$ 29.00
Power Engineer Controller – 3rd Class	653	\$ 32.65	\$ 33.15	\$ 33.65	\$ 34.30
Power Engineer Controller – 2nd Class	652	\$ 34.80	\$ 35.50	\$ 36.20	\$ 37.05
Shift Engineer	607	\$ 37.00	\$ 37.70	\$ 38.40	\$ 39.25
SITE					
Student	801	\$ 13.10	\$ 13.10	\$ 13.10	\$ 13.50
Janitor	120	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.50

SCHEDULE "A" – Part II

Employees hired into Maintenance with apprentice qualifications, but without journeyman certification, will receive: seventy-five percent (75%) of Maintenance Technician 4th class rate; eighty-five percent (85%) of Maintenance Technician 3rd class rate; ninety percent (90%) of Maintenance Technician 2nd class rate until such time a Certificate of Qualification is attained.

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.

TEMPORARY EMPLOYMENT

For purposes of clarity, for temporary classifications in Schedule "A", benefits will be statutory only, seniority status is not acquired, and the severance provisions under Article XIII do not apply.

Signed at Maitland Site on the 5th day of May, 2014

INVISTA (Canada) Company

UNIFOR, 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"

SERVICE RULES

PURPOSE

1. These rules govern the determination of an employee's service for all Company purposes other than pension. Rules governing service accrual for pension purposes are addressed in the INVISTA Canada Pension Plan and in event of conflict with these service rules for determining pension service, the pension plan governs.

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 or a period of layoff 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 layoff or

termination date, as the case may be, 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.
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 employment is of a temporary, intermittent, or casual nature and during such period of employment receives statutory benefits only.
 - 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

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. In the event of a workforce reduction, employees designated as temporary will be terminated before any regular employee.
5. The need for temporary employees is short term, i.e., less than six (6) months. A work role filled by a temporary will not extend into subsequent temporary employment for the same role exceeding six (6) months in a continuous period with the exception of the following circumstances: approved leave of absences and illness (STD).
6. Prior to hiring temporary employees, the President or designate of the Local will be informed by the Human Resources Advisor. Additionally, the President or designate 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 II

Transfer to a Non-Bargaining Unit Role

Notwithstanding Article XI (c) Seniority, employees who leave the bargaining unit and transfer to a non-bargaining unit role shall maintain seniority for his / her period of subsequent employment with the Company or its predecessor in event of return to the bargaining unit within twelve (12) months. It is understood by the parties that employees who left the bargaining unit and transferred to a non-bargaining unit role, prior to May 1st, 2005, will maintain seniority but no longer continue to accrue seniority after May 1, 2014 (*or ratification date, whichever is later*) in event of return to the bargaining unit.

Appendix III

Re: *Pension Plan*

Notwithstanding Article III (d) of the collective agreement, it is understood provisions of the Pension Plan will be amended,

Effective immediately:

- Temporary employees will be no longer eligible to participate in the Pension Plan.

Effective January 1, 2015:

- The definitions of earnings will be amended to exclude the following earning types: (i) overtime (1.5x and 2x); (ii) shift premiums during overtime; (iii) the portion of premium pay for working on a holiday (i.e. above 1x); (iv) bonuses (including incentive compensation and PIP). For employees active in the Plan on the effective date, Average Monthly Earnings will be based on the member's AME on December 31, 2014 or the AME as defined by the Plan, whichever is greater.
- The Plan will be amended to provide for a required contribution by employees eligible to participate in the Plan. The contributions will be equal to 2% of earnings (as defined in the Plan).
- All current provisions for early retirement will be removed and the Plan will be amended to change unreduced retirement to age 65 in all situations. Employees will be eligible for early retirement at age 55. Any payments occurring before normal retirement age as a result of a retirement or termination of employment will be subject to a prorated 5% reduction per year. Notwithstanding the above, any employee who has a combination of years of service and age equal to or greater than 65 on December 31, 2014 shall be eligible for the early/unreduced retirement provisions in the Plan in effect as of December 31, 2014.

Appendix IV

RE: *LTD Plan*

Notwithstanding Article III (c), it is understood effective January 1, 2015 provisions of the Long Term Disability Plan will be amended to provide a benefit of 67% and the Supplementary Long Term Disability Plan will be eliminated.

Appendix V

RE: *PRH Banking*

The Company agrees to allow employees the opportunity to bank PRH pay, as it is earned, and to be released by the employee at their convenience throughout the year. In all cases any balance not so released or paid, will be paid out by year end of each calendar year.

The administration outlined above is subject to statutory or other regulatory requirements.