

MEMORANDUM OF AGREEMENT

Entered as of the 28th day of January, 2017.

BY AND BETWEEN:

INVISTA (Canada) Company, hereinafter called the "Company"

and

Kingston Independent Nylon Workers Union, hereinafter called the "Union".

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ARTICLE I - SCOPE

- (a) In this agreement:
 - (i) "said Site" means the Company's nylon manufacturing plant located in the City of Kingston, County of Frontenac in Ontario, known as its Kingston Site.
 - (ii) "employee" means anyone employed by the Company at the said Site who is paid at an hourly rate, save and except office staff, guards, forepersons and persons above the rank of foreperson.
- (b) This agreement covers all employees as herein defined.
- (c) For purposes of clarification the parties recognize that this agreement applies to Kingston Site employees assigned to the Company's Customer Technical Centre and Research Centre located in the City of Kingston.

ARTICLE II - RECOGNITION

- (a) The Company recognizes the Union during the term of this agreement as the exclusive bargaining agent of the employees for the purpose of collective bargaining in respect of wages, benefits, 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:
 - (i) to manage the said Site and to direct the working forces including the right to hire, promote, transfer or classify any employee and to demote, discipline, suspend or terminate the employment of any employee for any justifiable reason. Justifiable reason for the termination of employment of any employee who has not achieved seniority status shall be determined by the Company. Such determination shall not be made in bad faith or in an arbitrary manner;
 - (ii) to change hours of work, determine or change work assignments or methods, classify new occupations and select the materials to be handled, processed or manufactured;
 - (iii) to make and alter from time to time rules and regulations, not inconsistent with this agreement to be observed by the employees.

ARTICLE III - CO-OPERATION

- (a) Recognizing that the general standard of living can be raised only through increased productivity and that in most respects the best interests of the Company and its employees are synonymous, the Union pledges itself to co-operate fully with the Company to improve production methods, increase efficiency, promote safety and to develop good work habits among employees.

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

(c) The Company will maintain in place a Short Term Disability (S.T.D.) plan, essentially similar to that in place upon the expiry of the previous Collective Agreement that provides the following benefits:

For up to 26 weeks,

- after a 24-hour waiting period, the first six (6) weeks – 85% of pay
- the next twenty (20) weeks – 70% pay

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

(d) The Company will pay the premium for a Long Term Disability (L.T.D) plan, essentially similar to that in place upon the expiry of the previous Collective Agreement.

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

(f) Employees shall be granted vacation in accordance with Schedule "B" attached hereto.

(g) While the Company fully expects to continue these benefit 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.

(h) The Union agrees that it will not cause, authorize, or sanction, nor permit its members to cause or take part in (and it is agreed that the Company may discharge any employee who causes or takes 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.

- (i) The Company agrees that it will not cause or sanction a lockout during the term of this agreement.
- (j) The Company agrees that the Union may post notices in the said Site on notice boards supplied by the Company for such purposes provided that such notices have been individually approved in writing by the Company.

The Union agrees that it will not distribute or post any pamphlets, advertising or political matter, cards, notices or any kind of literature, within the said Site or its appurtenances except as provided in this agreement. Such notices may be submitted electronically by the Union for approval by the Company.

- (k) Members of the Union not exceeding ten (10) in number on any one day may be granted occasional 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.
- (l) During the term of this agreement the Company will deduct the amount of the regular Union membership dues from the wages of each employee.

The Company shall remit to a recognized Canadian financial institution duly designated from time to time by the Union, for deposit to the Union's account, the total of all amounts so deducted not later than ten (10) business days after the deduction has been made. The Company will at the same time forward a list of all employees from whose wages such deductions have been made and a list of the changes to the deduction list since the last payment to the Union.

- (m) 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.
- (n) No one shall conduct Union activities at the said Site during working hours except as specifically permitted in this agreement.
- (o) The Company agrees to continue the system whereby vacancies in certain classifications in Schedule "A" are posted for not less than fourteen (14) days on the bulletin board in the said Site. The Company further agrees to inform the Union concerning the content of each notice prior to posting, and to inform a committee of the Union forty-eight (48) hours in advance of the announcement of selection to fill such vacancies.
- (p) During a new or rehired employee's induction the Company agrees to permit the Union reasonable time for discussion with the employee.
- (q) An employee, hired and designated as a Fibre Trainee, who is retained after completion of twelve (12) cumulative months of active employment shall no longer be designated as temporary, provided the period of lapse of employment does not exceed twelve (12) months on any occasion.

ARTICLE IV - REPRESENTATION

- (a) The Company agrees to recognize thirty (30) stewards, one of whom shall be the Chief Steward. The Union shall notify the Company in writing, or electronically, of the names of the stewards and of the Chief Steward. A steward will be allowed

to leave his/her duties for a reasonable length of time to investigate and settle grievances without loss of time or pay provided that he/she obtains prior authorization from his/her foreperson. A member of the Union Bargaining Committee will be allowed to leave his/her duties for a reasonable length of time to prepare for Step 3 of the grievance procedure without loss of time or pay provided that he/she obtains prior authorization from his/her foreperson.

- (b) The Company agrees to recognize a Union Bargaining Committee composed of not more than seven (7) employees.

The Union Bargaining Committee shall have the right of meeting the appointed representative or representatives of the Company at a predetermined date and time, normally once every month. Members who happen to be on duty shall be paid straight time for that part of their regularly scheduled working hours devoted to attendance at such meetings held on Company property.

ARTICLE V - HOURS OF WORK

- (a) The normal number of daily hours of work shall be either eight (8), and shall vary from eight (8) hours for six (6) days in a week to eight (8) hours for two (2) days in a week, or twelve (12), and shall vary from twelve (12) hours for four (4) days in a week to twelve (12) hours for one (1) day in a week, or a combination of two (2) twelve (12) and two (2) eight (8) hour days in a week, in accordance with schedules established from time to time. It is understood that the day of rest shall be Sunday for day workers.
- (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 employees shall be at their work place and ready to assume their duties at the commencement of their working day.
- (d) The Company undertakes to communicate to the Union any change proposed by the Company in work assignments or in the hours of work which affects the majority of employees in such group, before the change becomes effective.
- (e) The Company shall schedule one (1) rest period of twenty (20) minutes' duration in each half of the working day.
- (f) Day workers shall be granted a five (5) minute wash-up period before their luncheon period. A period of five (5) minutes before the end of their working day shall be granted as needed for the purpose of putting away tools, cleaning work benches, making out time report sheets and washing up. Employees engaged in unusually dirty work may be allowed extra washing time, at the discretion of their foreperson.
- (g) 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 VI - OVERTIME AND OTHER ALLOWANCES

- (a) Employees shall be paid at the rate of time and one-half for work required to be performed in excess of the normal number of daily hours of work in any one day or in any continuous period, provided however, that they shall be paid at the rate of double time, instead of at the rate of time and one-half, for all hours worked in excess of four (4) hours beyond the normal number of daily hours of work in any one day or in any continuous period.
- (b) Employees shall be paid at the rate of time and one-half for work required to be performed on their regularly assigned day of rest. They shall be paid at the rate of time and one-half for work required to be performed on their extra day of rest, provided however, that they shall be paid at the rate of double time instead of at the rate of time and one-half, for all hours worked in excess of four (4) hours beyond the normal number of daily hours of work on that day or in any continuous period.
- (c) An employee shall, subject to the second paragraph of this clause, be paid an amount equivalent to eight (8) hours pay at his/her straight time hourly rate for the following holidays whether or not he/she works on such holidays: New Year's Day, Family Day, Monday of the School Winter Holidays, Good Friday, Victoria Day, July 1st (Canada Day), Third Friday in July, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and 26th December.

However, employees shall not be entitled to be so paid:

- (i) if they do not work on such holidays when they are required or scheduled to do so. Notwithstanding the foregoing, they shall be entitled to be so paid when a leave of absence has been granted for any reason other than an extended unpaid leave.
 - (ii) if they were absent without good cause on the scheduled working day immediately preceding or succeeding such holiday.
 - (iii) if they are absent for any reason on both the scheduled working days immediately preceding and succeeding such holidays. Notwithstanding the foregoing, they shall be entitled to be so paid if such absence is due to their scheduled vacation or when a leave of absence has been granted any reason other than an extended unpaid leave.
 - (iv) if such holiday occurs while they are on leave of absence, subject to the same exceptions as set out in subsection (iii) above.
- (d) An employee who works on the following holidays: New Year's Day, Family Day, Monday of the School Winter Holidays, Victoria Day, July 1st (Canada Day), Third Friday in July, Civic Holiday and 26th December shall be paid in addition thereto at the rate of time and one-half for all hours worked on that day or in any continuous period.

An employee who works on any of the following holidays: Good Friday, Labour Day, Thanksgiving Day and Christmas Day shall be paid in addition thereto at the rate of double time for all hours worked on that day or in any continuous period.
 - (e) If another day is substituted by statute or municipal proclamation or by mutual agreement between the parties for the observance of any of the holidays listed in clause (c) the day of observance so substituted shall be deemed to be the

holiday for the purpose of this Article VI.

It is understood for day workers the Monday of the School Winter Holidays or third Friday in July may be taken as a floating holiday.

- (f) If employees are required by the Company to report to the said Site at other than their regularly scheduled working hours, they shall be paid a minimum amount equivalent to pay for three (3) hours at their applicable overtime rate if their pay for the performance of such work is less than this amount, except when such work forms a continuous period with their regularly scheduled working hours, in which case no minimum shall apply. If they are entitled to the payment provided in clause (c), this minimum amount shall be paid in addition thereto for the performance of such work on a holiday.

If employees are required by the Company to report to the said Site to perform work at other than their regularly scheduled working hours, they shall be paid at the rate of time and one-half for all hours worked at other than their regularly scheduled working hours, provided however, that they shall be paid at the rate of double time instead of at the rate of time and one-half for all hours worked in excess of four (4) hours beyond the normal number of daily hours of work on that day or in any continuous period. In any event, they shall be paid at the straight time rate only, for regularly scheduled hours worked. When an employee is sent home by the Company during his/her regularly scheduled working hours to return later that day, premium rates under this provision shall be calculated as if he/she had completed his/her normal number of daily hours.

- (g) If employees are required by the Company to report to the said Site on less than four (4) hours' notice to perform work at other than their regularly scheduled working hours, the Company will provide transportation to the said Site for those employees or will pay them one (1) hour's pay at their straight time rate. If they are entitled to payment under the provisions of clause (a), (b), (d), or (f), this travelling allowance shall be paid in addition thereto.
- (h) If an employee reports for work when scheduled to do so without having been previously notified not to report he/she shall be provided three (3) hours' work at his/her straight time rate or, in lieu thereof, shall receive three (3) hours' pay at this straight time rate, provided however, that the employee shall not be entitled to such work or such pay:
 - (i) if the failure to provide work is due to circumstances beyond the control of the Company.
 - (ii) if the employee has not provided the Company with his/her correct telephone number or cannot be reached at that number.
- (i) 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, the employee shall be paid at the rate of time and one-half for work performed during his/her first working day following such change unless thirty (30) or more hours' notice prior to the commencement of the calendar week of the employee's new schedule in which the change occurs has been given to him/her by the Company, provided however, that he/she shall be paid at the rate of double time instead of at the rate of time and one-half, for all hours worked in excess of four (4) hours beyond the normal number of daily hours of work in any one day or in any continuous period.

- (j) Notwithstanding the foregoing provisions of this Article VI an employee shall not be paid at the rate of time and one-half, or double time as the case may be, for overtime work if such overtime work, with the permission of the foreperson, is performed by the employee at his/her own request or by special arrangement with another or other employees who may wish to change or exchange working hours.
- (k) For the purpose of establishing which shift crew employees, regularly scheduled to work on Sunday, shall receive Sunday premium and the premium pay for work performed on the holidays shown in clause (c) of this Article VI, the day shall extend from midnight to midnight for employees assigned to schedules with normal eight-hour days and from 1930 hours on one day to 1930 hours on the next day for employees assigned to schedules with normal twelve-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) When hours of work which are paid at a premium rate under the provisions of this Article continue without interruption into a second day, such hours in the second day up to the starting time of an employee's regularly scheduled working hours will be treated for the purposes of applying provisions of this Article as if they had occurred in the previous day.
- (m) 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 allowances provided in clauses (f) and (g) shall not exceed three (3) times the straight time hourly rate.
- (n) An overtime meal allowance up to the value of \$10.00 shall be provided in accordance with an Overtime and Other Allowances Procedure.
- (o) The Company may average the regular hours of scheduled work over a two (2) week period for the purpose of ensuring compliance with the overtime provisions of the Ontario *Employment Standards Act*.

ARTICLE VII - WAGES - CLASSIFICATION

- (a) The classification of all occupations and the wage rates appear in Schedule "A" attached hereto, which is made part of this agreement and is signed for identification by the parties hereto. It is agreed that when a new classification is created or an existing classification is substantially changed by the Company, the Company will discuss the change with the Union.
- (b) While an employee may at any time discuss his/her classification with his/her foreperson, no request for a change in the classification of such employee need be entertained by the Company unless presented to the Company within thirty (30) days following the date of the classification or of the change in classification to which such employee objects.
- (c) A successful applicant for promotion, whose appointment is delayed because of the needs of the Company, and whose place is taken by another employee, will be credited with time and experience, and receive any applicable higher wage rate, as if their place had not been taken.

- (d) Employees who successfully apply to enter a training program leading to qualification as a first class maintenance technician, or stationary engineer 2nd class will enter the program at the trainee level, but will receive an hourly rate equivalent to the higher of their former classification rate or the trainee rate.
- (e) An employee who is successful in posting to a new classification and who is not immediately classified at the top classification in that line of progression, may not engage in further posting activity until such time as he/she worked at the top classification for a period equivalent to the progression period. In the event the posting occurs to a new classification not in a line of progression, the employee may not engage in further posting activity for two (2) years. At its sole discretion, the Company may reduce the two (2) year restriction, if it deems an employee has complimentary training to the new classification.
- (f) An employee having acquired job experience in a posted classification and, on being regressed from that posted job because of lack of work or restructuring, will return to their previously held classification, provided their seniority holds them there. That employee shall hold reserve status in that particular posted job for a period not exceeding three years from date of transfer from the particular posted job classification. If a summer student is placed in the posted classification, such reserve status will begin from the time the student leaves.
- (g) In keeping with the Company's performance based culture, the Company may introduce a discretionary bonus system and/or other incentive systems based upon such criteria as it determines in its absolute discretion reflect an overall contribution of the Company's success. Bonus and/or other incentive 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 or incentive system.

ARTICLE VIII – SENIORITY

- (a) An employee shall acquire seniority status after he/she has been in the employ of the Company for a probationary period of one hundred and eighty (180) consecutive days. For an employee designated as temporary, the probationary period shall commence upon attainment of status as a regular employee. An employee designated as temporary, who has been with the Company for a minimum of six (6) consecutive months and is subsequently hired for regular employment performing the same work, will have their probationary period reduced to ninety (90) consecutive days. For all probationary employees, it is understood that in cases of absence beyond ten (10) consecutive days, the Company may extend the probationary period by the total number of consecutive days absent.
- (b) Seniority shall govern on all occasions when:
 - (i) a layoff which the Company expects to remain in effect for more than one (1) week occurs provided employees are sufficiently qualified. Sufficiently qualified shall be deemed to mean that the employee is qualified to perform the normal duties of the job. In the event of a workforce reduction,

employees designated as temporary will be laid off or terminated before any regular employee.

- (ii) a transfer or a promotion to a classification included in Schedule "A" which the Company expects to remain in effect for more than thirty (30) days occurs, provided however, that the senior employee has qualifications equal to or better than those of other employees. If any such temporary layoff, transfer or promotion should subsequently become permanent, or exceed the stipulated time limits, the provisions of this clause (b) shall apply immediately but such application shall be without retroactive effect.
- (c) For the purpose 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 and transfer to a non-bargaining unit role, shall maintain and continue to accumulate seniority for twelve (12) months of subsequent employment with the Company or its predecessor except that following twelve (12) cumulative 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 January 28, 2017. It is understood that employees who left the bargaining unit, for any reason, prior to January 28, 2017 shall maintain any and all accumulated seniority. An employee's seniority shall be lost if the employee is laid off for more than eighteen (18) months. This paragraph shall not apply to anyone hired and designated as temporary.

An employee, other than anyone hired and designated as temporary, who is laid off for two (2) weeks or less as the result of a layoff which the Company expects to remain in effect for two (2) weeks or less, will be credited with seniority for such period upon return to work from such layoff.

- (d) When an employee who has been in a classification for twenty-six (26) or more consecutive weeks is regressed to a lower classification due to lack of work, restructuring or performance, he/she will be given either four (4) weeks' notice of such regression or paid at the rate of the higher classification in lieu of such notice. Notice of regression or payment in lieu shall be at the discretion of the Company.
- (e) 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.
- (f) An employee laid off for a period greater than two (2) weeks will receive two (2) weeks' notice of layoff. This provision does not apply to an employee designated as temporary.
- (g) When employment offers are made, employees who were laid off during the preceding eighteen (18) months and who are qualified for the job or jobs available

shall be offered employment on the basis of seniority accumulated prior to layoff. Any person being recalled under this clause shall not be designated as temporary. The Company shall be under no obligation to recall such a former employee unless he/she has filed his/her 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 his/her services are required.

In the event that a laid off employee fails to accept recall, other than of a temporary nature, the Company may consider that he/she no longer wishes to be recalled.

- (h) 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.
- (i) The Company agrees to alter the seniority lists from time to time and to correct any errors therein whenever proof of error is submitted by the Union or any employee. No change shall be made in the seniority status of an employee without consultation with the Union.

ARTICLE IX - SEVERANCE PAY

- (a) An employee who has one (1) year or more of seniority shall be paid severance pay if 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 direct 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
- (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. Notwithstanding the foregoing, an employee in the classifications of Stationary Engineer 2nd Class or 1st Class Maintenance Technician who is demoted due to lack of work, will be given the option of being terminated by the Company due to lack of work.
- (c) The amount of an 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 fifteen (15) years of seniority, plus
- (ii) two (2) weeks' pay for each year of seniority over fifteen (15).
- (iii) The amount of severance pay payable in 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 the employee is laid off 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) or two (2) weeks' pay as the case may be, 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) Employees who elect to receive severance pay shall forfeit all seniority and recall rights. For the purposes of clarity, employees who elect to receive severance pay pursuant to this Article shall be entitled to severance pay after a layoff of 26 weeks.
- (e) The Company may elect to pay severance pay in weekly installments or in a lump sum.

ARTICLE X - SAFETY AND HEALTH

- (a) The Company will continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. 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) Whenever the Company recommends to the employees for their better protection the use of additional personal safety equipment which it does not supply free of charge, it will make such equipment available to employees at cost, except that should safety shoes not be stocked by the Company, it will subsidize the purchase of these shoes for the personal use of the purchaser.

The subsidy will be the lesser of the cost per pair or \$130.00 for the first pair purchased in each calendar year, and the lesser of the cost per pair or \$75.00 for up to one (1) subsequent pair purchased in each calendar year.

ARTICLE XI - DISCHARGES

The Company agrees to notify the Union of the reason for the discharge of any employee. Such notice shall be given in writing to the President of the Union within seventy-two (72) hours of the discharge. Regardless of the foregoing, at the point of discharge, a regular employee may request the presence of a Union Officer. The Union Officer may delegate the responsibility to a Steward. Any discharge may be discussed as a grievance, provided that the grievance is submitted in writing within seven (7) days after receipt of notification of discharge by the Union. In the event that an employee is discharged and

after subsequent investigation is exonerated and reinstated he/she shall be reimbursed for the time lost by reason of such discharge on the basis of his/her normal number of daily hours of work less earnings received from other employers in respect to the period for which he/she 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 arbitrator, the penalty of discharge is considered to be inappropriate.

ARTICLE XII - GRIEVANCE PROCEDURE

- (a) Any dispute, grievance or misunderstanding (hereinafter called "grievance") involving occupational classification, wages, the benefits plans, 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 foreperson at any time, a request for retroactive adjustment need not be entertained by the Company unless the grievance is presented in writing within thirty (30) days of the date of the incident which gave rise to the grievance. Any grievance shall be deemed to have been withdrawn if, after a written decision has been given at either step 1 or step 2, more than thirty (30) days have elapsed before the grievance is carried to the next step.
- (c) Prior to issuing a written grievance, the employee shall first take up his/her grievance directly with the foreperson of his/her department. For non-disciplinary matters, a meeting with select individuals may be convened in any effort to resolve the matter. If the matter is not resolved by the foreperson, it shall be handled as follows:

Step 1

The employee may report the matter to the steward designated to represent his/her group, who, together with the employee may take up the matter with the foreperson and shall at the same time present to the foreperson a written summary of the grievance. If the written decision of the foreperson does not settle the matter to the satisfaction of the employee or ten (10) days have elapsed since the grievance was submitted under the provisions of this step, the employee and the steward may:

Step 2

Submit the grievance to the appropriate Manager or his/her appointee. If the written decision of the Manager or appointee does not settle the matter to the satisfaction of the employee or fourteen (14) days have elapsed since the grievance was submitted under the provisions of this step, the steward may:

Step 3

Submit the grievance in writing to the Union Bargaining Committee which may bring the matter to the attention of the Site Manager by presenting to him/her or his/her appointee the written statement of the grievance. The Union Bargaining Committee may then discuss the grievance with the Site Manager or appointee at a time to be agreed upon. A grievor may attend the discussion of his/her grievance

at the mutual consent of the Company and the Union. If the written decision of the Site Manager or appointee does not settle the matter to the satisfaction of the Union Bargaining Committee or six (6) weeks have elapsed since the grievance was submitted under this step, the provisions of Article XIII may be invoked.

- (d) All decisions arrived at by agreement between the Site Manager or appointee and the Union Bargaining 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 XIII - ARBITRATION

- (a) Within a period of fourteen (14) weeks after a matter has been brought to the attention of the Site Manager, any grievance or other matter in dispute between the Company and the Union, involving the interpretation or alleged violation of any Article of this agreement may, in the event of failure to reach agreement thereon, be referred by either party to arbitration by an arbitrator selected as follows:
 - (i) the party desiring arbitration shall notify the other party in writing of the matter to be arbitrated and propose three (3) arbitrators;
 - (ii) the party receiving the notice shall, within ten (10) days, notify the other party of either its agreement to one of the proposed arbitrators or its proposal of a further three (3) arbitrators.
 - (iii) should the party originally desiring arbitration fail to accept one of the arbitrators proposed in (ii) above, within ten (10) days, either party may apply to the Minister of Labour of the Province of Ontario to appoint the arbitrator.
- (b) The arbitrator shall convene a hearing into the matter in dispute and issue an award, in writing, to both the Company and the Union, within sixty (60) days of completion of the hearing.
- (c) The decision of the arbitrator on the matter at issue shall be final and binding on both parties but in no event shall the arbitrator have the power to add to, subtract from, alter or amend this agreement in any respect.
- (d) Each party shall pay its own costs and the fees and expenses of the witnesses called by it. Fees and expenses of the arbitrator shall be shared equally between the parties.
- (e) Time limits specified in this article shall be deemed to be exclusive of Saturdays, Sundays, and those holidays described in Article VI (c) of this agreement and may be extended by mutual agreement of the parties.

ARTICLE XIV - TERMINATION

- (a) This agreement shall become effective as of the 28th day of January, 2013, and shall remain in full force and effect until the 27th day of January, 2022.
- (b) Either party may 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 notice in accordance with clause (b) hereof shall at the same time as such notice is issued, and the party receiving the notice shall within ten (10) days of its receipt of such notice, respectively present to the other party in writing any proposed modifications or revisions of this agreement.


ARTICLE XV - NOTICE

Notices provided in Articles XI, XIII and XIV shall be in writing and shall be sufficient if sent by electronic or hard copy mail addressed, if to the Union, to the President of the Union and, if to the Company, to the Site Manager at the said Site.


ARTICLE XVI - SUCCESSOR IN BUSINESS

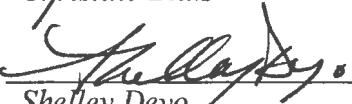
This agreement shall be binding upon and inure to the benefit of the successor in business of the Company at the said Site.

INVISTA (Canada) Company


Dennis McAllister, Site Manager


Negotiations Team:


Christine Blais

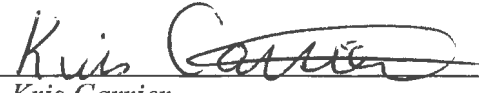

Shelley Deyo

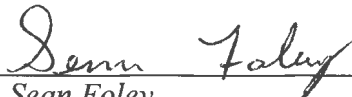

Ken Howe

Kingston Independent Nylon Workers Union


Larry Garjah, Union President - KINWU


Bargaining Committee:



Kris Carrier


Sean Foley


Shawn Hyndman


Peter D'Amore


Lori Harris


Cory Serson

ADMINISTRATIVE ITEMS

After discussions during negotiations, understanding was reached on the administrative items described in Appendices A to K. These are applicable for the duration of this collective agreement, and may be enforced pursuant to the grievance and arbitration provisions.

APPENDIX A

Once nine (9) months have elapsed since the successful candidate(s) for a posted job are announced, and further opportunities exist in that classification, the Company will re-post that particular posting, unless otherwise agreed by the parties.

APPENDIX B

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 the last pay period of the calendar year.

Employees may only bank the PRH pay from the Christmas and Boxing Day holidays in years where the payment of such holidays is in the first pay period of the following calendar year.

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

APPENDIX C

As per Article III (k) of the collective agreement, "Members of the Union not exceeding ten (10) in number on any one day may be granted occasional 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." In the case of Union Bargaining Committee members, when granted, leave will be without pay, and the Company will provide temporary remuneration, to be reimbursed by the Union (Maintain Pay Union - (MPU)). This will protect the earnings and service of the individuals involved.

As per Article XIII (d) of the collective agreement, in reference to Arbitration, "Each party shall pay its own costs and the fees and expenses of the witnesses called by it. Fees and expenses of the arbitrator shall be shared equally between the parties." In the case of Union Bargaining Committee members, when granted, leave will be without pay, and the Company will provide temporary remuneration, to be reimbursed by the Union (MPU). This will protect the earnings and service of the individuals involved.

The Company will pay the wages of the Union President for work undertaken at INVISTA (Canada) Company's Kingston site. If the Union President requires leave to perform Union functions at a location other than Kingston site, he will be expected to request leave without pay. When leave is granted, the Company will provide temporary remuneration for the period of leave, to be reimbursed by the Union (MPU). This will protect the earnings and service of the individual involved.

For negotiations, the Company will protect the normal earnings of Union Bargaining Committee members, for the time required to meet with the Company. For all other time required by the Union to prepare for negotiations, the Company will consider leave without pay. When leave is granted, the Company will provide temporary remuneration, to be reimbursed by the Union, which will protect the earnings and service of the individuals involved (MPU). Employees must communicate leave requirements to their line organizations.

For the time required by the Union to prepare, present and conduct the ratification vote, the Company will protect the normal earnings of Union Bargaining Committee members. Normally this process requires three days. For all other time required by the Union for this purpose, the Company will consider leave without pay. When leave is granted, the Company will provide temporary remuneration, to be reimbursed by the Union, which will protect the earnings and service of the individuals involved (MPU).

The Company will consider requests for leave, related to training for Union matters, on a case by case basis. In cases where the Company believes that the training will provide value to the business, it will consider granting leave with pay.

APPENDIX D

Upon retirement, maintenance technicians will be allowed to retain the tool buggy and certain hand tools of limited life and value that were assigned to them by the Company.

APPENDIX E

Whenever an opportunity that results in a change of essential duties arises in an area, that opportunity will be appropriately communicated to all employees in that area for not less than fourteen (14) days. It is understood for opportunities expected to last for less than ninety (90) days such communication shall not apply. The Company will share the results of all job opportunities with the Union.

APPENDIX F

The deployment of temporary employees shall not restrict any seniority employee from his/her normal line of progression or delay the movement of a successful candidate to a job posting.

The company agrees to discuss the deployment of temporary employees with the union.

The company agrees to limit the total number of employees designated as temporary to a maximum of 10% of its regular hourly employees on Site at any given time, excluding summer students

APPENDIX G

During the period of grandfathering, employees who post to other classifications and are not successful or are regressed for any reason, may return to their grandfathered classification and rate.

During the period of grandfathering, a grandfathered employee who successfully posts to a line of progression with a higher rated classification (such as Polymer, Maintenance or Powerhouse), rate maintenance will apply until the new rate exceeds the previously classified rate.

The **Textile Machine Operator "A"** classification is considered grandfathered and will cease to exist as of January 28, 2018. There will be no new incumbents to this classification. The rate for this classification will be as indicated in Schedule A. In the last year of the agreement, any employee remaining in this classification will be reclassified to the same classification and rate of pay as others performing similar work.

As of January 28, 2018, the **Material Technician** classification will cease to apply to employees in material operator roles (spinning) who do not routinely work in Performance Materials. Any such employee will be reclassified to the Material Operator classification and rate of pay at that time.

The **Laboratory Technician 1st Class and Laboratory Technician 2nd Class** classifications are considered grandfathered and will cease to exist as of January 28, 2020. There will be no new incumbents to these classifications. At this time, any employee remaining in these classifications will be reclassified to the same classification and rate of pay as others performing similar work.

Grandfathered Laboratory Technician 1st Class will be offered the next available Laboratory Technician role, in order of seniority, until the role is filled. Any grandfathered employee who accepts the role, will retain the grandfathered rate until January 28, 2020 at which point they will be reclassified to the Laboratory Technician classification and rate.

If the role remains unfilled after all grandfathered employees have had an opportunity, the most junior grandfathered Laboratory Technician 1st Class must decide whether to accept the role or remain in their current role and be reclassified to the Laboratory Operator classification and rate. This process will continue in reverse order of seniority until such time the role is filled.

Any grandfathered Laboratory Technician 1st Class who has not had an opportunity to move to a Laboratory Technician classifications, for any and all reasons, will be

reclassified to the to the same classification and rate of pay as others performing similar work as of January 28, 2020.

APPENDIX H

In keeping with the Company's performance based culture, a performance incentive system will be continued to encourage and reward positive contribution. Employees will be evaluated on their performance in each calendar year, and will be rated as "Meets," "Exceeds", "Does Not Meet" or "Unable to Evaluate".

Exceeds

Historically, employees in an Exceed classification received a premium of one dollar (\$1) per hour. Effective January 28, 2018 the exceeds premium will no longer be in effect.

Does Not Meet

Employees who are rated as Does Not Meet, will be placed on a Performance Improvement Plan (PIP) within the following three months after receiving their annual performance review.

The PIP will be reviewed with the employee in accordance to the schedule established in the original PIP. Throughout the calendar year, employees on a PIP will be expected to meet and maintain the objectives and milestones established in the PIP.

An employee who fails to meet the established objectives and milestones in the PIP will be reclassified, and receive the corresponding wage rate, as follows:

- (a) They will be reclassified into the classification most recently held prior to their current classification, if suitable work in such classification exists, except in the case of employees classified in the Polymer, Maintenance or Stationary Engineer lines of progression; or
- (b) In the case of employees classified in the Polymer, Maintenance or Stationary Engineer lines of progression, they will be reclassified to the last classification previously held outside the Polymer, Maintenance or Stationary Engineer lines of progression, if suitable work in such classification exists; or
- (c) They will be reclassified according to their qualifications for any suitable and available work; or
- (d) They will be reclassified as Service Operator.

For the purposes of reclassifying "Does Not Meet" employees, it is understood that an employee so rated will not be reclassified to a classification in which the employee was previously rated "Does Not Meet" (or equivalent) at the time of leaving that classification.

Notwithstanding the above, employees who are rated as Does Not Meet for two consecutive years will be reclassified in the manner set out above after January 28th of the next calendar year

Reclassification/Regression/Recall

Under Article VIII (g) of the collective agreement for the purposes of recall, employees qualified for work in a lower rated classification are deemed not to be sufficiently qualified for corresponding work in a higher-rated classification.

For the purposes of Article VIII of the collective agreement, employees who are reclassified due to performance shall be deemed not to be sufficiently qualified for their previously held classification from which they were reclassified.

It is understood for the purposes of recall that employees rated as Does Not Meet who have been regressed or reclassified due to performance, are considered less qualified for jobs than Meets and Exceeds employees, regardless of seniority.

General

Employees who are regressed or reclassified due to performance are not entitled to automatically return to their previously held classification once they are rated as “Meets” in their annual performance review but will be eligible to post if they meet the qualifications of the posted job.

For the purpose of clarity, reclassification of an employee who is subject to regression or layoff shall not be made in a bad faith or arbitrary manner.

APPENDIX I

Notwithstanding Article V (a) of the collective agreement, subject to discussion with the Union prior to implementation, the Company may also introduce a shift system with four 10 hour shifts per week with one, unpaid meal period.

For the purposes of an initial pilot, such a 10 hour shift schedule will be implemented in the Maintenance (Reliability) organization on a Monday to Friday basis.

APPENDIX J

The parties have agreed to a trial period for remittance of union dues on a monthly basis, under the provisions of Article III (1).

APPENDIX K

Employees whose overall responsibilities are deemed to be significantly different from those of other employees in the same classification, determined at the sole discretion of the Company, will receive a Differentiated Responsibilities (DR) premium equivalent to 8% of their base rate, applied to every hour worked. Employees must be rated as “Meets” or above in their annual performance review to be eligible for and/or to maintain the premium.

The DR premium ceases to apply when an employee changes roles or the company determines in its sole discretion that the differentiated responsibilities are no longer applicable.

Prior to January 28, 2018, employees identified to receive the DR premium are not eligible for the Exceeds premium.

APPENDIX L

During each benefit enrollment period for the life of this agreement, the company agrees to allow employees to allocate excess flex credits as ancillary pension contributions to their Flex Select account, subject to regulatory approval, if required.

APPENDIX M

Employees classified as Spinning Technician as of the date of this agreement and who are not currently trained in the Performance Materials spinning assets will be reclassified as Spinning Operators but remain at their current pay of \$26.05 until January 28, 2018. At that time, they will be paid at the rate of \$25.55 for the remaining life of the agreement.

For the purpose of clarity, trained in Performance Materials spinning assets is defined as:

- signed off on all training for the Performance Materials spinning assets,
- regularly assigned to Performance Materials spinning assets in the last 6 months, and
- able to hold a current assignment.

Employees who post and are selected to the Spinning Operator Training classification will be paid according to Schedule A.

WAGES - SCHEDULE "A"

CODE	Classifications	1/28/2017	1/28/2018	1/28/2019	1/28/2020	1/28/2021
06/06T	Polymer Specialist	33.25	33.55	33.85	34.35	35.05
10/10T	Polymer Technician 3	31.10	31.35	31.65	32.10	32.75
11	Polymer Technician 2	27.50	27.75	28.00	28.40	29.00
12	Polymer Technician 1	26.70	26.90	27.15	27.55	28.10
17/17T	Batch Operator	25.85	26.15	26.45	26.90	27.45
18	Batch Operator Trainee	24.85	25.15	25.45	25.90	26.45
38/38T	Fire Systems Specialist	28.35	28.80	29.00	29.50	30.10
64/64T	Fibre Specialist	28.35	28.80	29.00	29.50	30.10
15/15T	Spinning Technician	26.50	26.80	27.10	27.55	28.10
14	Spinning Technician Trainee	25.50	25.80	26.10	26.55	27.10
13	Spinning Operator	24.40	24.80	25.10	25.55	26.05
20	Spinning Operator Trainee	23.40	23.80	24.10	24.55	25.05
19	Textile Machine Operator "A"	22.56	22.15	21.75	21.35	n/a
42/42T	Material Specialist	24.00	24.30	24.60	25.00	25.50
44/44T	Material Technician	22.90	23.15	23.40	23.80	24.25
40	Material Technician Trainee	21.90	22.15	22.40	22.80	23.25
43/43T	Material Operator	20.60	20.80	21.00	21.35	21.75
39	Material Operator Probationary	19.60	19.80	20.00	20.35	20.75
45/45T	Service Operator	18.35	18.50	18.65	18.90	19.25
47	Service Operator Probationary	17.35	17.50	17.65	17.90	18.25
94	Student	Minimum wage + \$2				
31/31T	Laboratory Technician 1st Class	26.99	26.99	26.99	26.99	n/a
37/37T	Laboratory Research Specialist	30.00	30.30	30.60	31.10	31.70
33/33T	Laboratory Specialist	27.70	28.00	28.30	28.80	29.40
34/34T	Laboratory Technician	25.85	26.15	26.45	26.90	27.45
32	Laboratory Technician Trainee	24.85	25.15	25.45	25.90	26.40
35/35T	Laboratory Operator	22.90	23.15	23.40	23.80	24.25
50/50T	Stationary Engineer 2nd Class	41.30	41.75	42.36	43.10	43.95
61	Stationary Engineer 3rd Class	36.95	37.25	37.55	38.05	38.80
74	Stationary Engineer 4th Class	29.20	29.50	29.75	30.20	30.80
81	Stationary Engineer Trainee	27.30	27.55	27.80	28.25	28.80
58	Power Distribution Electrician A	41.30	41.75	42.35	43.10	43.95
57	Power Distribution Electrician B	37.40	37.80	38.30	38.90	39.70
51/51T	Maintenance Technician 1st Class	34.40	34.80	35.30	35.90	36.60
62	Apprentice Maintenance Technician 2nd Class	32.70	33.05	33.55	34.10	34.80
75	Apprentice Maintenance Technician 3rd Class	29.25	29.60	30.00	30.50	31.10
65	Apprentice Maintenance Trainee	25.80	26.10	26.50	26.95	27.50
72/72T	Maintenance Operator	22.90	23.15	23.40	23.80	24.25
71	Maintenance Operator Probationary	21.90	22.15	22.40	22.80	23.25

- Training classifications are nominally three (3) months in duration.
- At its sole discretion, the Company can exempt an employee from the training rate if they are deemed to have the required training.

Premiums

An employee who is appointed to the role of shift engineer shall receive one dollar and thirty cents (\$1.30) per hour more than his/her classification rate during the period of his/her appointment.

An employee who is engaged in the work of a fire captain shall receive one dollar and thirty cents (\$1.30) per hour more than his/her classification rate for the shifts that he/she undertakes this work.

Any employee working shift shall be paid a premium of ninety (\$0.90) cents per hour for work performed between the hours of 3:30 pm and 11:30 pm and one dollar and thirty cents (\$1.30) for work performed between the hours of 11:30 pm and 7:30 am. Any employee working shift, shall be paid, a premium of one dollar (\$1.00) per hour for each hour worked on Sunday between the hours of 7:30 am and 4:00 pm.

These premiums are to be added to the hourly rates after, and not before, calculating overtime.

TEMPORARY EMPLOYMENT

Classifications in Schedule "A" for which such temporary status is applicable are designated with "T" in the Job Code. For the purposes of clarity, during such a period of temporary employment benefits will be statutory only, seniority status is not acquired, the just cause provisions under Article II and the severance provisions under Article IX do not apply.

It is understood a former employee with required skills may return to the bargaining unit for a period of temporary employment at the former classification and rate.

Notwithstanding the above, temporary employees in Service Operator and Material Operator classifications need not be former employees.

SCHEDULE "B"

VACATIONS

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

Service	Vacation Entitlement
Service beginning on or before the first day of July of the current 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

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

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

- (5)
 - (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.
- (6)
- (i) Vacations shall be scheduled by the Company and, as far as is practicable, shall be arranged in advance for such time during the year as may be found suitable, after consideration has been given both to the wishes of the employees and to the efficient operation of the units concerned.
 - (ii) An employee working in a unit whose operations are suspended at the end of a calendar year may, at his or her option, elect to receive part or all of the vacation that she or he would be entitled to in the subsequent calendar year during the shutdown period.
- (7)
- (i) An employee may purchase one week of vacation in addition to the vacation to which she or he is entitled to under Clause 3. No lesser amount of vacation may be purchased.
 - (ii) Vacation purchased under this clause shall be taken in accordance with the provisions of Clause 7 and must be taken after all vacation to which the employee is entitled under Clause 3 and Clause 4 has been taken.
 - (iii) The purchase of vacation must be made at the initial enrollment or at each annual enrollment.
 - (iv) If an employee elects to purchase vacation under this clause, the cost of the vacation shall be calculated in accordance with Clause 5 at the rate of pay applicable to the employee as of the freeze date. A portion of this cost will be deducted from the employee's pay at each benefit payment date.
 - (v) If an employee indicates that vacation elected under this Clause will not be taken in the calendar year, the amount deducted under paragraph (iv) shall be added back to his or her pay prior to the end of the calendar year.
- (8)
- (i) An employee who is eligible for at least 4 weeks of vacation under Clause 3, and who has not elected to purchase vacation under Clause 7, may sell one week of vacation. No lesser amount may be sold.
 - (ii) The sale of vacation under this Clause must be made at the annual enrollment.
 - (iii) If an employee elects to sell vacation under this Clause, the value of the vacation shall be calculated in accordance with Clause 5, at the rate of pay applicable to the employee as of the freeze date. The value of vacation sold shall be added to the employee's pay at the beginning of each calendar year.
 - (iv) A decision to sell vacation may not be rescinded.

- (9) The length of an employee's vacation may be reduced because of absence from work during the twelve months immediately preceding 1st January of the year in which the vacation is scheduled to commence.
- (10) The amount of the vacation allowance shall be reduced by the applicable amount of any statutory or other vacation allowance paid to the employee upon termination of service during the current or the preceding year and the length of the vacation shall be correspondingly reduced.
- (11) The Company confirms it has revised its payroll practices so that an employee who, terminates from the Company, shall be paid for all vacation accrued to date of termination, at the employee's applicable vacation entitlement.
- (12) An employee who is entitled to a vacation at the time of retirement shall be granted an allowance in an amount equal to:
 - (i) any vacation allowance due and not paid for vacation earned in the previous year, and
 - (ii) any carry-over to which the employee is entitled, and
 - (iii) vacation earned in the year of termination prorated on the basis of time worked and the vacation entitlement in that year.
- (13) Any payments made or to be made under this Plan shall be exempt from seizure to the full extent permitted by law. No person shall have the right to assign any interest in any amount which is or may become payable at any time hereunder.
- (14) The Company shall administer this Plan and may make such regulations as may be deemed necessary and his or her decision in all matters involving the interpretation and application of this Plan shall be final, conclusive, and binding on all parties.
- (15) For the purposes of this Plan:
 - (i) The term annual enrollment shall mean the period established for the election of coverage under the Company's CHOICES Plan.
 - (ii) The term benefit payment date(s) shall mean the date(s) on which benefit deductions are scheduled to be made by the system used to pay employees.
 - (iii) The term Company shall mean INVISTA (Canada) Company and its predecessor companies and such subsidiary companies as may be designed by the Company.
 - (iv) The terms employee and regular employee shall mean a regular employee of the Company.
 - (v) The term freeze date shall mean the date on which the price tags of benefit options are calculated, as defined in the Company's CHOICES Plan.

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

- (vii) The term initial enrollment shall mean:
 - (i) At 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.

- (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.