

**MEMORANDUM OF AGREEMENT**

Entered as of the 28<sup>th</sup> day of January 2022.

BY AND BETWEEN:

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

and

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

## **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, supervisors and persons above the rank of supervisor.
- (b) This agreement covers all employees as herein defined.

## **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, recommend, 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.
- (c) The use of electronic or video surveillance will not be used to deliberately monitor employees' work. The Company and the Union will discuss the location and purpose of all electronic or video surveillance.

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 in a monthly period, not later than ten (10) business days after the last payroll of the given month. 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

- (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 workplace 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) Employees are entitled to 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 supervisor.
- (g) An employee may choose to work extra hours beyond the regular scheduled workday and week, up to seventy-two (72) hours in a week under normal operating situations. An employee may choose to work extra hours up to 84 hours in a week under certain conditions. The Company will discuss with the Union prior to implementing any schedule of hours beyond seventy-two (72). This provision is agreed to in order to comply with the *Employment Standards Act, 2000 (ESA)*.
- (h) Employees may agree to be on-call and available to work during periods when they are normally scheduled off. Employees who agree to be on-call must be available to work during the 12 hour on-call period and report to the site within one (1) hour of being called in. Employees on-call will be paid two (2) hours pay at their regular hourly rate for each on-call period they are scheduled.

## **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.

It is understood that for the purposes of calculating holiday premium pay New Year's Day includes December 31st, 19:30 to January 1st, 19:30.

- (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 their regularly scheduled working hours to return later that day, premium rates under this provision shall be calculated as if they had completed their 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 they shall be provided three (3) hours' work at their 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.

- (p) If an employee engages in work remotely, outside of their regular scheduled hours, they shall be paid at the applicable overtime rates. Remote work shall be calculated in 12-hour periods from the time of initial call:
- A total of 15 – 60 minutes of remote work, shall be paid 1 hour or,
  - For 60 minutes or more of remote work, shall be paid for actual time worked.

## 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.
- (i) For unique roles, where no classification exists, the Company will determine the appropriate market rate and seek agreement with the Union.
- (ii) The Company reserves the right to make increases to specific classification wages at any time during this agreement.
- (b) While an employee may at any time discuss their classification with their supervisor, no request for a change in the classification of such employee need be entertained by the Company unless presented to the Company 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 Maintenance Technician, or Operating 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 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.
- (f) In keeping with the Company's performance-based culture, the Company may introduce a discretionary bonus system and/or other incentive systems based upon

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, they 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 they have filed their 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 their 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 they no longer wish to be recalled.

(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) The Company will provide an annual allowance, for the purchase of safety footwear, to each employee in the amount of \$275 to be paid out within the first thirty (30) days of each calendar year. For new employees the annual allowance will be paid within thirty (30) days of date of hire. It is understood that it is the responsibility of each employee to ensure that their safety footwear meet the site safety standards. If an employee's safety footwear is damaged due to an unforeseen event that occurs at work and is no longer safe, the Company will reimburse the cost for replacement equal to the cost of the damaged footwear.

#### **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



Submit the grievance in writing to the Union Bargaining Committee which may bring the matter to the attention of the Site Manager or their appointee the written statement of the grievance. The Union Bargaining Committee may then discuss the grievance with the Site Manager or appointee at an agreed upon time. A grievor may attend the discussion of their 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 or appointee, 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 by both parties.
- (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.
- (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 2022 and shall remain in full force and effect until the 27th day of January 2025.

## WAGES - SCHEDULE "A"

CODE	Classifications	1/28/2022	1/28/2023	1/28/2024
06	Process Optimization Technologist	\$ 37.85	\$ 38.99	\$ 39.77
21	Process Control Technologist	\$ 35.43	\$ 36.49	\$ 37.22
10	Process Control Technician	\$ 33.73	\$ 34.74	\$ 35.44
11	Process Control Operator	\$ 29.87	\$ 30.77	\$ 31.38
17	Batch Operator	\$ 28.27	\$ 29.12	\$ 29.70
64	Process Technologist	\$ 31.00	\$ 31.93	\$ 32.57
15	Spinning Technician	\$ 28.94	\$ 29.81	\$ 30.41
13	Spinning Operator	\$ 26.83	\$ 27.64	\$ 28.19
42	Material Technologist	\$ 26.27	\$ 27.05	\$ 27.59
44	Material Technician	\$ 24.98	\$ 25.73	\$ 26.24
43	Material Operator	\$ 22.40	\$ 23.07	\$ 23.54
45	Service Operator	\$ 19.83	\$ 20.42	\$ 20.83
94	Student	Minimum wage + \$2		
37	Lab R&D Technologist	\$ 32.65	\$ 33.63	\$ 34.30
33	Lab Technologist	\$ 30.28	\$ 31.19	\$ 31.81
34	Laboratory Technician	\$ 28.27	\$ 29.12	\$ 29.70
50	Operating Engineer 2nd Class	\$ 50.42	\$ 51.93	\$ 52.97
61	Operating Engineer 3rd Class	\$ 42.02	\$ 43.28	\$ 44.15
74	Operating Engineer 4th Class	\$ 31.72	\$ 32.68	\$ 33.33
81	Operating Engineer Trainee	\$ 29.66	\$ 30.55	\$ 31.16
58	Power Electrician	\$ 45.27	\$ 46.63	\$ 47.56
51	Maintenance Technician	\$ 42.00	\$ 43.26	\$ 44.13
62	Apprentice Level 3	\$ 35.84	\$ 36.92	\$ 37.66
75	Apprentice Level 2	\$ 32.03	\$ 32.99	\$ 33.65
65	Apprentice Level 1	\$ 28.33	\$ 29.17	\$ 29.76
72	Maintenance Operator	\$ 24.98	\$ 25.73	\$ 26.24

## 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 10 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
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

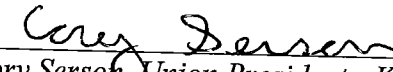
- (5) Each payroll employee granted a vacation shall be paid a vacation allowance in an amount equal to the employee's current hourly rate multiplied by 40 hours for each week of vacation; provided, however, that in cases in which the individual employee's regular work week is less than 40 hours, the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

- (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 their 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

**INVISTA (Canada) Company**

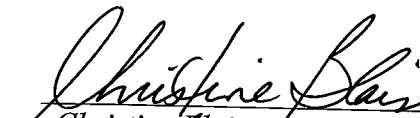
**Kingston Independent Nylon Workers Union**

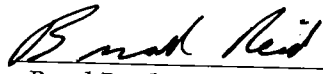
  
Dennis McAllister, Site  
Manager

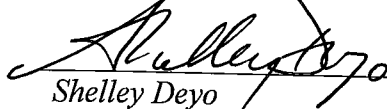
  
Cory Serson, Union President - KINWU

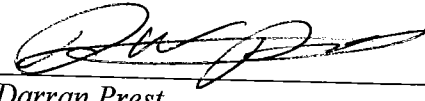
**Negotiations Team:**

**Bargaining Committee:**

  
Christine Blais


  
Brad Reid

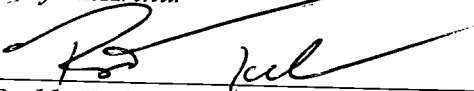
  
Shelley Deyo

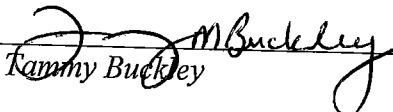
  
Darran Prest

  
Ken Howe

  
Cory McArthur

  
Liam Patterson

  
Roddy Todd

  
Tammy Buckley

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**

When there is an opportunity in a job classification, it will be appropriately communicated to all employees for not less than 14 days, outlining the responsibilities and the expected duration. It is understood that 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. When an opportunity exceeds its specified duration, the Company will discuss the extension details with the Union.

**Recall:**

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 employees who meet expectations, 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 meet expectation 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 G**

During the benefit enrollment period, the Company agrees to allow employees to allocate excess flex credits as ancillary pension contributions to their Flex Select account.

Following the introduction of the Defined Contribution pension plan, contributions to Flex Select will cease. Employees will be provided the option to allocate excess flex credits to their Defined Contribution pension plan, for the life of this agreement. Such allocation is subject to regulatory approval, if required.

**APPENDIX H****Re: On-Call Processes**

Work groups may develop on-call processes suitable for their needs. Processes must be approved by the Company and agreed to by the Union.

**APPENDIX I****Re: Pension Plan**

Notwithstanding Article III of the collective agreement, it is understood provisions of the Pension Plan will be amended as follows:

Effective June 01, 2022:

- Any employees hired on or after June 01, 2022, will only be eligible to participate in the Defined Contribution Pension Plan

Effective June 01, 2023:

- The INVISTA Defined Benefit Plan will be frozen. Future service and earnings will not be recognized in the Defined Benefit Plan for all employees.
- All active employees will be enrolled in the Defined Contribution Pension Plan

## General provisions of the Defined Contribution Pension Plan:

- Employee and Company contributions are based on an employee's pensionable earnings.
- Pensionable earnings will include regular wages, including all premiums applied to regular hours, variable pay (Ppay) and overtime pay.
- Employee contributions will not be mandatory.
- Employees will be able to change their level of contribution periodically.
- Active employees will have the choice to transfer their commuted value to their INVISTA DC plan or keep their assets in the DB plan. All changes are subject to certain legal obligations including collective bargaining and agreement requirements.
- For employees on statutory leave of absence or a paid leave absence, the Company will continue matched and unmatched pension contributions based on the employee's deemed earnings during the period of absence.

## Contributions:

- The Company will match 100% of an employee's contributions up to 4% of the employee's pensionable earnings, and
- The Company will also make additional in contributions (unmatched)
  - Years of service: 0 to 4 = 2% of pensionable earnings
  - Years of service: 5 to 9 = 3%
  - Years of service: 10 to 14 = 4%
  - Years of service: 15+ = 5%
- The company will make the following additional unmatched contributions for non-grandfathered employees (as per pension amendment January 1, 2015), from June 2023 to the end of 2025 (2.5 years):
  - Years of service: 15 to 19 = 2% of pensionable earnings
  - Years of service: 20 to 24 = 3%
  - Years of service: 25+ = 4%

## APPENDIX J

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 Value Creation Incentive (VCI) equivalent to 2, 4, 8 or 12 % of their classification base rate, applied to every hour worked.

The Value Creation Incentive may be reassessed or cease to apply when:

- The employee's performance does not meet expectations
- The employee changes roles or

The Company determines in its sole discretion that the VCI is no longer applicable. Employees receiving the DR premium prior to January 28, 2022, will receive the equivalent VCI.