

COLLECTIVE AGREEMENT

BETWEEN

KEMIRA WATER SOLUTIONS CANADA, INC.

AND

**COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA (CEP) AND ITS LOCAL 333**



March 5 2009 – December 31, 2011

March 5, 2009

13613 (03)

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ARTICLE 1 GENERAL PURPOSE

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory relations between the parties, to provide machinery for the prompt and equitable disposition of grievances, to establish and maintain satisfactory working conditions, hours and wages for the employees who are subject to the provisions of this agreement.
- 1.02 The mutual interest of the parties is recognized by this Agreement for the operation of the entire enterprise under methods that will promote to the fullest extent, safety to the employee, economy of operations, quality and quantity of output, cleanliness of the facility and protection of property; and it is recognized by this agreement to be the duty of the parties to this agreement to co-operate fully, individually and collectively for the advancement of these principles.

ARTICLE 2 DEFINITION OF THE BARGAINING UNIT

- 2.01 All employees of Kemira Water Solutions Canada Inc. working in the city of Brantford and at the premises located at 626 Oak Park Road in the County of Brant, save and except managers, persons above the rank of manager, office, sales, Kemira truck drivers, clerical and laboratory staff.
- 2.02 The classifications in the bargaining unit are listed in Appendix A. Should any new classification be created, the Company will discuss with the Union if that classification falls within the bargaining unit as determined by the Canada Labour Code. If the classification is determined to be part of the bargaining unit, the Company and the Union will negotiate an applicable wage rate.

ARTICLE 3 RECOGNITION

- 3.01 The Company recognizes the Union as the bargaining agent of all employees constituting the bargaining unit as defined in Article 2, in all matters of wages, hours and other conditions of work and employment.

ARTICLE 4 UNION SECURITY

- 4.01 All employees in the bargaining unit must pay the regular Union dues.
- 4.02 The Company agrees to deduct bi-weekly from each employee an amount equal to the regular Union dues and Initiation fee, when applicable, and agrees that such deductions shall continue during the term of this Agreement. The Union shall advise the Company in writing, the amount of such dues, together with the name and address of the authorized Union official to whom they are to be sent. The Union shall advise the Company, in writing, thirty (30) calendar days in advance of any changes to be implemented.

- 4.03 Such monies, together with a record of those employees from whom deductions have been made and the amounts deducted from each employee, shall be remitted monthly by cheque payable to the National Union CEP Local 333 within fifteen (15) calendar days after the end of the calendar month in which such deductions are made.
- 4.04 Upon written request signed by the Local's Secretary-Treasurer or President, the Company will continue to pay Union Representatives absent from work on a Union Leave of Absence, properly applied for and granted under this Agreement, their regular pay. This request will be submitted as soon as reasonably possible to allow the Company to make any necessary arrangements. The Company will then recover payment for this Union Leave of absence by billing the Local Secretary/Treasurer on a monthly basis.
- 4.05 CONTRACTING OUT
- The Company may contract out work as long as such contracting out does not result in the layoff of an employee in the bargaining unit.
- 4.06 The Union agrees that no union activity will take place during working hours except as provided in the grievance procedure herein. However, a member can discuss union business during mealtime and breaks on company property.

ARTICLE 5 NO DISCRIMINATION

- 5.01 The provisions of this Agreement shall be applied to all employees without discrimination for reasons of race, creed, colour, age, sex, marital status, nationality, ancestry or place of origin, union membership or union activity as stated in Article 4.06, religion, sexual orientation, physical handicap, pregnancy, or a conviction for which a pardon has been granted.
- 5.02 The parties also agree that there shall be no sexual harassment of an employee.

ARTICLE 6 MANAGEMENT RIGHTS

- 6.01 Subject only to the express provisions of this Agreement, the Union agrees that the Company has the right to direct its manpower, including the right to hire, promote; to classify new occupations; to amend occupations; to impose demotions, disciplinary sanctions, to suspend or terminate any employee for just cause; to modify the hours of work according to Article 12, to determine or modify the assignments or methods of work; to determine which products are to be handled, worked on or manufactured; to establish or modify rules and regulations which are to be observed by employees, which are not incompatible with this Agreement, and to exercise the management functions unless such exercise is limited by a specific provision of this Agreement..

ARTICLE 7 NO STRIKE OR LOCK-OUT

- 7.01 The Company agrees that there shall be no lock-out of its employees during the life of the Agreement, and the Union agrees that there shall be no strike, slowdown and/or other stoppage or interference with work during the life of this Agreement.
- 7.02 The words STRIKE AND LOCK-OUT shall have the meaning given these words in the Canada Labour Code.

ARTICLE 8 SENIORITY

- 8.01 Seniority shall be the total length of service of an employee dating from his first date of employment with the Company. (Kemira Water Solutions Canada, Inc. and former owners).
- 8.02 An employee who transfers to a position outside the bargaining unit shall be deemed to have forfeited any further claim to seniority in the bargaining unit after a period of six (6) consecutive months outside the bargaining unit. Such employee shall not pay union dues in accordance with Article 4 for the entire period out of the bargaining unit. However, if the employee returns to the bargaining unit within the six (6) month period he/she shall retain all seniority that he/she had prior to leaving the bargaining unit including time spent out of the bargaining unit, and the employee shall pay the union dues for the time spent outside of the bargaining unit.
- 8.03 A new employee shall be considered a probationary employee until he has been continuously employed by the Company for a period of sixty (60) days worked
- 8.04 A probationary employee laid off before completion of the probationary period and subsequently re-hired within twelve (12) months shall be given credit for the number of days worked previously towards completion of his/her probationary period as defined in Article 8.03.
- 8.05 The Company retains the right to terminate the employment of a probationary employee.
- 8.06 If a reduction in work force is necessary, probationary employees in the affected classification shall be laid off first.
- 8.07 If a further reduction is necessary, employees with the least seniority in the affected classification shall be laid off from their present job next.
- 8.08 When an employee is laid off in a classification, he/she may displace an employee with lesser seniority in any lower rated classification.

8.09 It is understood and agreed that in the event of a lay-off, an employee who displaces another employee due to the application of Articles 8.06, 8.07, and 8.08 above must be willing and able to perform the work without training, but subject to a familiarization period agreed to by the Company and the Union.

The employee so affected shall inform the Company in writing that he/she wishes to exercise this right to "bump" within three (3) working days of the lay-off notice; otherwise, such right shall be forfeited.

8.10 An employee, other than a probationary employee, who is laid off shall have recall rights for a period of twelve (12) months from the date of his/her lay-off.

8.11 The Company shall recall laid-off employees by seniority in the affected classification. Recall shall be made by registered mail at the employee's last address on record with the Company. It shall be the employee's responsibility to supply the Company with his correct and current address and any changes that occur. The Company's obligation to recall under this clause shall be fulfilled if:

- a. the employee refuses recall to a position with the same or higher wage than that from which he was laid off;
- b. the employee fails to respond to his/her recall within seven (7) working days from the date of the mailing of the recall letter by registered mail; or
- c. the employee's recall letter is returned because he/she failed to file a correct address with the Company.

8.12 While the employee is on a Company authorized Leave of Absence as per Article 19, seniority privileges will accumulate provided that there are no violations of the conditions of the Leave, and that the employee returns as required from said Leave.

8.13 An employee who has been on a Company authorized Leave of Absence as per Article 19 shall return to his/her former position if the position is it still available and if he/she is capable of performing the work, otherwise he/she will be offered, in accordance with the application of his/her seniority rights as defined in Articles 8.06, 8.07, 8.08, and 8.09, other available work, which he/she is capable of performing.

- 8.14 All vacancies in the bargaining unit shall be posted for a period of seven (7) working days on Company and Union notice boards. A copy of all notices of vacancies shall be furnished to the Local President of the Union. Employees shall be entitled within the said seven (7) working days to apply in writing to fill such vacancy. Employees who apply shall keep one copy of their application.

The person who satisfies the requirements of the position shall be the successful applicant. In the event that two or more persons meet all the requirements of the position equally, then the person having the most bargaining unit seniority shall be the successful applicant.

Nothing in this Article shall be construed as limiting the Company from creating positions or deciding not to fill vacancies, nor shall the Company be subject to any other time constraints beyond those as defined above.

- 8.15 The successful internal applicant shall be considered to be on probation until he/she has worked thirty (30) days on the job. If he/she is not found satisfactory for the job within the period, which may be extended by mutual agreement, he/she shall return to his/her pre-probationary position without loss of seniority, subject to the position being available or the affected employee exercising "bumping" rights as defined in Article 8.09.
- 8.16 Seniority lists shall be available to the Union every twelve (12) months and upon changes and hirings or terminations, and shall include the employee's classification, his/her rate and employee number. The Union shall be notified in writing of any change in an employee's classification plus the classification of a newly hired employee.

ARTICLE 9 NOTICE OF LAY-OFF

- 9.01 In all lay-offs, other than temporary lay-offs as described in Article 9.02, the Company shall advise the Union and the employees affected by such lay-offs not less than five (5) working days prior to such lay-off, or shall pay such affected employees five (5) working days' pay at the employee's regular hourly rate in lieu of such notice.
- 9.02 Temporary lay-offs resulting from unexpected problems, equipment or power failures, may be made without regard for seniority, provided however that every reasonable effort will be made by the Company to provide work for employees in their own classification or in another classification in the workplace.

ARTICLE 10 BARGAINING UNIT WORK

- 10.01 The Company agrees that it will not permit any person not within the bargaining unit to perform the work or operations normally performed by an employee within the bargaining unit, except in response to legitimate business requirements, which may include but are not limited to, training, vacation, absenteeism, leaves of absence, and emergencies. Work performed in such case by a non- bargaining unit employee shall not result in the layoff of a bargaining unit employee..

ARTICLE 11 CONTINUOUS SERVICE

11.01 Continuity of service shall be considered broken and the seniority and employment of an employee shall terminate if he/she:

- a. resigns;
- b. is discharged for just cause and is not reinstated through the grievance procedure or arbitration;
- c. is laid off for a period exceeding his/her recall rights as defined in Article 8;
- d. is absent from work for more than two (2) working days without providing an explanation which is satisfactory to the Company;
- e. is absent from work beyond authorized sick leave, vacation or other leaves of absence without providing an explanation .

ARTICLE 12 HOURS OF WORK

12.01 Work Schedules

- a. The Company shall schedule work by classification in shifts of eight (8) to twelve (12) hours including meal breaks, such that the total number of hours including meal breaks in any seven (7) day period does not exceed forty-eight (48) (including statutory holidays), and that the average number hours over the period of the schedule does not exceed forty-two (42) hours per seven (7) day period.
- b. The Company shall ensure that a “regular” work schedule of not less than thirty (30) calendar days for each employee is prepared and provided thirty (30) calendar days prior to the first scheduled shift.
- c. The Company, in preparing a work schedule for two or more employees in the same classification, shall endeavor to ensure that the work load is balanced equally between the affected employees in terms of the number of hours worked and the number and type of days off. However, the Company shall make no promise, commitment or guarantee to any employee to a minimum number of hours worked. Where any real or perceived difference may result in a schedule between two or more employees of the same classification, shift selection by seniority (Article 12.03) shall resolve the issue.
- d. The Company shall reserve the right to change a work schedule for any employee, either permanently or temporarily, in response to legitimate business requirements, which may include but are not limited to, training, vacation, absenteeism, leaves of absence, unforeseen emergencies, and interpersonal relationship issues .

- e. The Company shall communicate in writing to the employee and the Union at least thirty (30) calendar days in advance of a change of “regular” shift schedules.
- f. The Company may change a work schedule on a temporary basis, defined as lasting less than fourteen (14) calendar days, provided seventy-two (72) hours written notice is provided to the employee and the Union.
- g. The Union shall review and make comments to the Company in writing concerning any issues that may result from work schedules.

12.02 Hours of Work

- a. The work week shall be understood to commence with the first scheduled shift at or after 12:00 a.m. Monday and end 168 hours (seven days) from the start of the first shift

This statement of weekly hours has no other purpose but to serve as a basis for the payroll calculations.

- b. Regular hours of work (shifts) shall be defined as part of the schedule as per Article 12.01 (b) and Article 12.01 (c). No regularly scheduled shift may start after 12:00 a.m. or before 6:00 a.m.

The regular schedule for eight (8) hour shifts shall not include Saturdays or Sundays. Saturdays or Sundays will only be scheduled as overtime except for the beginning and ending shifts of each week.

- c. The Company shall ensure that any schedule provides for a period of rest between shifts, including overtime as the case may be, of not less than ten (10) hours.
- d. Each employee shall be entitled to a paid meal break of thirty (30) minutes after every five (5) consecutive hours worked. Meal breaks are to be taken on Company property, and shall be scheduled by the employees so as no interruption to the normal operations occur
- e. An employee that is required to remain 15 minutes or more beyond the scheduled end of the shift shall receive compensation according to the provisions of overtime.
- f. No employee may be absent from Company premises during their scheduled shift without the permission of the Company.
- g. If an employee presents himself at work at the regular hour when he is to start work and the Company has no work to perform, then the employee shall receive pay at the regular rate equivalent to 50% of the hours scheduled to work, provided that he had not received twelve (12) hours notice not to come to work, or that the lack of work is not attributable to circumstances beyond the control of the Company.

12.03 Shift Selection by Seniority

- a The Company shall allow employees in each classification to select (where such choice exists) a scheduled shift as described in and subject to Article 12.01 based on seniority. An employee may exercise the right to shift selection by seniority in writing to the Company each time his/her regular shift schedule is changed provided such choice exists. Once having selected a shift based on seniority, an employee may not change their selection without the written agreement of the Company.
- b An employee whose shift schedule is temporarily changed as per Article 12.01 (f) may exercise the right of shift selection by seniority (where such choice exists) provided the selection is consistent for the entire period and Management is in agreement, which may not be withheld without valid reason.

ARTICLE 13 OVERTIME

13.01 Overtime shall be offered first to employees who normally work that shift, and who normally perform the type of work required. The overtime is voluntary; however, in the event that there are not sufficient volunteers, the Company may require that the work be performed by qualified employees having the least seniority. Overtime shall be offered according to the following rules:

- a The Company shall not schedule or permit an employee to work overtime who is not qualified to perform the required work.
- b The Company shall not schedule or permit any employee to work overtime if the number of scheduled and overtime hours to be worked consecutively is more than fourteen (14).
- c The Company shall not schedule or permit any employee to work overtime such that the total number of scheduled and overtime hours worked per week (as defined in Article 12.02a) exceeds sixty (60), including statutory holidays, but not vacation, sick time, or granted leave.
- d Subject to 13.01 (b) and (c), the Company shall not schedule or permit any employee to work overtime such that he/she works more than seven (7) consecutive days, without a period of rest of twenty-four (24) or more consecutive hours, or more than twelve (12) consecutive days without a period of rest of forty-eight (48) hours or more.
- e The Company may override (b,) (c), and (d) in the case of a natural or man-made disaster, a critical machinery break-down, a health and safety emergency, or an environmental emergency.

- f Overtime shall be first offered to the person not scheduled to work in the affected classification who otherwise works the same hours on a scheduled production day, subject to Article 13.01 (b), (c) and (d). If the overtime is declined by the required classification, it may be offered to a person in another classification provided the person is qualified and subject to the conditions above.
- g In the event that there are no volunteers as described in (f), overtime shall be next offered to the person in the affected classification who has the most seniority, subject to Articles 13.01 (b), (c), and (d). If the overtime is declined by the required classification, it may be offered to another classification provided the person is qualified, and subject to the conditions above.
- h In the event that overtime is required during scheduled production hours, overtime shall be offered to the person(s) in the affected classification that normally works the hours immediately after or before the required overtime hours subject to Article 13.01 (b), (c), and (d). If the overtime is declined by the required classification, it may be offered to another classification provided the person is qualified, and subject to the conditions above.
- i In the case where rules (f), (g), and (h) are not applicable or where overtime is offered in other areas in which a person normally does not work (but is qualified), then overtime selection shall be by seniority (highest first).
- j In the event that there are no volunteers, the Company reserves the right to schedule overtime according to seniority (lowest first).

13.02 The Company, where possible, shall endeavour to post overtime at least seventy-two (72) hours in advance. Notice shall be made by way of posting on the Company bulletin board(s), email, and/or equivalent. The following shall be observed:

- a Overtime selection rules of Article 13.01 shall be followed to the extent possible but the Company reserves the right where time is of the essence to schedule overtime for any employee with whom successful contact is made that meets the criteria of Article 13.01.
- b The Company shall provide a meal allowance to any employee that is scheduled to work the overtime of \$10.00 for each period of five (5) consecutive hours work if the required amount of notice was not provided.
- c Where the Company has made overtime available to volunteers at least seventy-two (72) hours in advance of the first scheduled shift, then all volunteers shall select (and document) their shifts as per the criteria in Article 13.01 no later than twenty-four (24) hours prior to the first scheduled shift otherwise shift selection shall be open first come first serve to eligible volunteers.

- 13.03 The Company may withdraw an offer of overtime without compensation up to twelve (12) hours before an overtime shift, whether it was scheduled according to Article 13.02 or not. If the Company withdraws an offer of overtime less than twelve (12) hours before a shift, it shall compensate the affected employee(s) for 50% of the hours that the employee was scheduled to work on the first shift at the normal base rate of pay.
- 13.04 An employee who volunteers for overtime must inform the Company as soon as possible before any shift that they cannot work, providing a reasonable explanation that the Company may ask the employee to verify.
- 13.05 In the case where an employee is asked to work overtime by the Company, a failure to show up for the scheduled overtime shall render the employee liable to discipline.
- 13.06 An employee shall be paid at the rate of one and a half (1½) times his regular rate of pay for all hours worked in excess of forty (40) in a payroll week. For the purpose of calculating overtime, the following non-worked hours will count as hours worked: vacation (including banked time taken as vacation), statutory holidays, personal time, paid sick time, and bereavement leave. Other non-worked paid hours are excluded from the calculation.
- 13.07 If the event that an employee works less than 2.67 hours of overtime and that this overtime is not at the end or the beginning of a scheduled shift, then the employee shall be paid four (4) hours at his normal rate of pay.

ARTICLE 14 PAID HOLIDAYS

- 14.01 An employee shall receive eight (8) hours of pay at his/her regular rate, whether he/she works or not on the following holidays.

New Year's Day	Civic Holiday	Thanksgiving Day	Boxing Day
Good Friday	Canada Day	Remembrance Day	Family Day
Victoria Day	Labour Day	Christmas Day	

- 14.02 Should any of the holidays enumerated in Article 14.01 above fall on a Saturday or Sunday, where that Saturday or Sunday was not scheduled as a workday, the Monday following shall be observed unless there is mutual agreement of the parties to move it to any other day.
- 14.03 Subject to Article 14.02 above, with the exception of Christmas, New Year's Day, and Good Friday, any holidays enumerated in Article 14.01 above not falling on a Monday, shall be moved to the closest Monday unless there is mutual agreement of the parties to move it to any other day.
- 14.04 If the employee works on any of the above mentioned holidays, he is entitled to his normal rate of pay and in addition he shall be paid at the rate of one and a half (1½) times his regular rate of pay for all hours worked on the holiday.

- 14.05 If he is not entitled to the above pay, he will be paid at the rate of one and a half (1½) times his regular rate for all hours worked on the holiday. Should any holiday change by virtue of legislation or if there is a mutual agreement between the parties, any of the holidays can be substituted with another day, in which case the other day so substituted shall be considered to be the holiday for the purposes of this Article.
- 14.06 An employee shall not be entitled to holiday pay for any of the following:
- a. if he is absent without permission on his regularly scheduled day, either preceding or immediately following the holiday;
 - b. if the day in question occurs while he is on an authorized leave of absence or on a lay-off which has already lasted for fifteen (15) calendar days or more; or
 - c. if he has not been employed by the Company at least thirty (30) consecutive calendar days when the holiday occurs.

ARTICLE 15 PAID VACATION

15.01 The vacation year is January 1 to December 31 and vacation entitlement will be based on service accrued as of January 1 of the vacation year. Vacation pay shall be defined as per applicable legislation as gross pay (including overtime) multiplied by the applicable percentage (%) in the chart below.

Length of Service	Vacation Pay (% of earnings as defined)	Vacation Time
Less than one (1) year	4% of earnings	Number of weeks worked/50 times 80 hours
One (1) to five (5) years	4%	80 (84) hours
Six (6) to ten (10) years	6%	120 (120) hours
Eleven (11) years to 20 years	8%	160 (168) hours
20 years and over	10%	200 (204) hours

Hours in brackets are for twelve (12) hour shifts only.

In the event that shift changes are made during the accrual year, the amount of vacation to be subsequently granted shall be prorated based on the distribution of scheduled hours between the shift arrangements.

15.02 Notwithstanding Article 15.03, employees shall submit any request for vacation in writing at least ten (10) working days prior to the first requested vacation day, although requests not made with ten (10) working days notice will still be considered. Vacation shall be granted on a first come first served basis. If two or more requests for the same vacation time are received at the same time, then seniority will be used to decide which request shall be granted, if necessary.

- 15.03 Employees may, no later than May 1 in each year, submit their vacation preferences for the period beginning Victoria Day weekend ending Labour Day weekend in writing to the Company. Vacations shall be scheduled by the Company in accordance with its requirements, it being understood that where possible, the Company will attempt to accommodate the wishes of employees. Seniority shall prevail where there is a conflict.
- 15.04 Employees entitled to vacations are to receive their vacations, as vacation pay will not be granted in lieu of vacation, and vacations must be taken in the vacation year in which the vacation is due.

ARTICLE 16 BEREAVEMENT LEAVE

- 16.01 In the event of death in the “immediate family” of the employee, and for the purpose of attending the funeral and/or other related duties, the employee shall not suffer any loss of pay for a maximum of three (3) working days absence at their regular rate of pay.
- 16.02 “Immediate family” shall be defined as spouse, children, parents, grandparents, grandchildren, brother, sister, in-laws (father, mother, brother, sister).
- 16.03 The employee's entitlement to absence with pay as set out in 16.01 will not be prejudiced should:
- a. the death occur during an employee's paid vacation (Article 15);
 - b. a paid holiday occur (Article 14) while the employee is on bereavement leave.

ARTICLE 17 JURY DUTY

- 17.01 Employees required to report for jury duty shall not suffer any loss of pay, provided they were scheduled to work while serving on jury duty.
- 17.02 Employees summoned to appear as a witness shall not suffer any loss in pay, provided they are appearing on behalf or in the interest of the Company, and provided they were scheduled to work during their appearance.

ARTICLE 18 BENEFITS

18.01 The employees shall have the same choice of benefits (pension plan, profit sharing, group insurance, and sick time), and be subject to the same conditions (employee eligibility and costs) as the non-union employees at the Brantford and Varennes sites.

18.02 Group Insurance

It is understood that the Company's sole obligation is to pay the premiums with respect to any insurance plan and the Company shall not be liable to provide any of the benefits under such plans.

It is understood that the Company undertakes to respect, insofar as possible, the provisions of Group Insurance Plan and that it has the firm intention of maintaining for the benefit of all of its employees, including the employees covered by the collective agreement, a complete Group Insurance Plan which includes, among other things; a plan to reimburse dental care, medication, and health care costs; life insurance; sick time, short term and long term disability all of which are more fully described in the Summary Plan description for the applicable year.

18.03 In the event that the Government of Canada or the Province of Ontario should enact legislation, which affects the benefits of the Plan, the parties hereto shall meet to discuss any required changes in the Plan. Such meeting shall take place no later than thirty (30) calendar days subsequent to the enactment of the legislation.

18.04 Sick Days

It is understood that the plan providing for paid sick days has as its purpose to protect employees from financial loss in the event of sickness and should not be abused. Thus, these paid sick days should not be used in order to extend vacation or holidays or replace same. With respect to sick days without loss of pay, the following shall govern:

- a. Only full time employees who have completed three (3) months of continuous service and have completed any probationary period shall be entitled to same ;
- b. With respect to this plan, a sick day shall be deemed to be the normal working day of the employee, according to the normal schedule of the employee.;

- c. On January 1 of each calendar year, employees who are entitled to benefit from this plan, shall be deemed to be entitled to:
 - i. Two (2) "personal" days without documented medical justification that can be used at any time and for any reason provided at least seventy-two (72) hours notice is given, and
 - ii. Three (3) sick days. Documented medical justification (note from doctor, dentist or other health professional attesting to an illness or appointment to obtain medical care or services, or other attestation judged satisfactory by management) must be provided if the absence is three (3) or more consecutive days.
- d. It is understood that the company shall be entitled to require documentary medical justification with respect to sick days taken other than further to the present plan, that is absences (without pay) for cause of illness, where an employee has exhausted his paid sick days.
- e. Paid sick days may be accumulated and carried forward from year to year up to a maximum of two (2) days, such that, at the beginning of a calendar year, an employee may have at his disposal, during the year to come, a maximum five (5) days. An employee who utilizes sick days that have been carried forward from a previous year must provide documentary medical justification. For the calendar year 2009, the Company shall transfer up to two (2) sick days, as available, from an employee's sick day bank as of December 31, 2008, under the former plan, to the three (3) sick days of this plan to make a maximum five (5) sick days.
- f. Any employee who has more than two (2) days in his sick day bank as of December 31, 2009 and December 31 of any subsequent year, shall receive the payment of said sick days in excess of two (2), at 100% of their base pay. Any employee who has in excess of two (2) sick days remaining in the former plan as of December 31, 2008, shall receive payment at their normal 2008 hourly rate (not including shift premiums) to 75% of the difference in number of sick days remaining less two (2), upon ratification of this contract.
- g. Personal days have no monetary value if they are not used during the calendar year nor can they be carried forward to subsequent years.

ARTICLE 19 LEAVE OF ABSENCE

19.01 The Company will grant Leave of Absence without pay to any employee at its discretion and any person who is absent with such permission shall continue to accumulate seniority.

19.02 Application for a leave of absence shall be submitted in writing at least one (1) week in advance of the date of the requested leave and shall specify the reason for the request. When a Leave of Absence is approved, such approval shall be in writing.

19.03 Family Compassionate Leave

The Company shall abide by legislation that grants leave for family emergencies and compassionate reasons. The Company shall allow an employee to extend the legislated leave period through the use of vacation time or banked time, according to the Articles governing each contained in this Agreement.

ARTICLE 20 MATERNITY LEAVE, PATERNITY AND ADOPTION LEAVES

20.01 The Company and the Union acknowledge applicable legislation governing these areas and will abide by such legislation as is applicable and in force.

ARTICLE 21 BULLETIN BOARDS

21.01 The Company will provide a bulletin board for the use of the Union. Once a notice is posted and there are any management concerns, management will approach the Unit Chair who will remove the posting immediately until the issue is resolved to the satisfaction of both parties. Both the Company and the Union shall act responsibly on this article.

ARTICLE 22 HEALTH AND SAFETY

- 22.01 The Company agrees to be bound by all applicable Health and Safety & WSIB legislation.
- 22.02 The Company agrees that it will continue to provide without cost to the employees such special equipment and clothing that the Company considers necessary or that is prescribed through application of Article 22.01. The Company agrees to pay up to \$150 per occurrence for CSA-approved safety boots, and \$250 per occurrence for CSA-approved safety glasses provided the employee receives prior approval and submits a receipt containing the date and amount of each expense.
- 22.03 The Union members shall elect from their membership a Health and Safety Representative who shall serve a term of two years. The Health and Safety Representative shall represent the Union members and other non-management staff in health and safety issues with Company management as per applicable legislation.
- 22.04 The Company may, if it deems it appropriate, allow non-union staff who are not classified as management, to select a Health and Safety Representative.
- 22.05 Health and Safety Representatives shall participate in and promote Company health and safety policies and procedures.
- 22.06 Should an employee present to the Company an opinion or the Company has evidence that they are unable to meet the job requirements of their position, the Company reserves the right to ask the employee to be examined by the Company-appointed physician to determine what accommodations may be necessary for the employee. The Company will then determine whether or not, and if so, how, these accommodations may be met subject to the applicable laws
- 22.07 The Company agrees to pay for any medical testing, on a voluntary consent basis that is conducted under auspices of the Centre for Canadian Occupational Health and Safety or its equivalent. Any such records shall be subject to privacy legislation.
- 22.08 An employee must be qualified to perform all functions in a job classification subject to the requirements of human rights legislation.
- 22.09 The Company agrees to abide by the provisions of the Canada Labour Code respecting technological change.

ARTICLE 23 UNION REPRESENTATIVE

- 23.01 The Union agrees to furnish the Company with a list of names of employees who have been elected or appointed Union Officers and Stewards authorized to represent the Union, and the Union will keep this list up to date.
- 23.02 Employees who hold Union positions will be required to perform their regular duties and will not leave or otherwise interrupt their regular duties to attend to Union business without first informing the Operations Manager or his/her designated representative. Permission to attend to legitimate Union Business will not be denied.
- 23.03 When the Unit Chair leaves his/her work to attend to Union business his/her pay will be at the normal hourly rate of pay.
- 23.04 The Unit Chair shall assist employees in the preparation and presentation of grievances. The number of additional stewards required will be determined by mutual agreement between the parties.
- 23.05 The Company shall pay one (1) employee member of the negotiating committee straight time pay for the time spent in negotiations to a maximum of eight (8) hours per day to the point of Conciliation.
- 23.06 The Company will not unreasonably withhold permission to any authorized representative of the Union for admission to the Company premises during working hours, provided that reasonable notice is given to the Company.

ARTICLE 24 COMPANY REPRESENTATION

- 24.01 The Company agrees to furnish the Union with a list of names of management personnel with whom the Union may have transactions in the administration of this Agreement, and will keep this list up to date.

ARTICLE 25 GRIEVANCE PROCEDURE

- 25.01 It is the mutual desire of the parties hereto that complaints and grievances of the employees shall be adjusted as quickly as possible.
- 25.02 It is generally understood that an employee having a complaint shall first give a manager an opportunity of adjusting the condition causing the complaint before lodging a formal grievance. The employee may request the assistance of his/her Steward when taking up a complaint with a manager.
- 25.03 A grievance is defined as alleged violation or misinterpretation of the Collective Agreement. Employees' grievances shall be settled in the following manner.
- a. The union member that has a grievance shall prepare a grievance in writing, including the date of the alleged violation, details of the alleged violation with reference to the applicable clause of the Collective Agreement and any other supporting documentation. The grievance shall be submitted to the Unit Chair for review.
 - b. The Unit Chair shall submit the written grievance within ten (10) working days (five (5) days in the case of a discharge or suspension of an employee – see Article 27.03) from the occurrence or from his/her knowledge of the occurrence giving rise to the grievance to the Operations Manager or designate.
 - c. The Plant Manager or designate will meet with the Unit Chair, and, if requested, the National Representative and/or Local President, accompanied by the grievor (if required) within five (5) working days of receipt of the grievance to determine if an immediate settlement to the issue can be agreed. Any agreement shall be documented and signed off by the Unit Chair and Plant Manager.
 - d. In the event that an immediate settlement of the grievance is not obtained, the Union shall grant the Company up to ten (10) working days to review the grievance. The Company through the Plant Manager shall respond in writing with its position.
 - e. A grievance that is not settled may be submitted to arbitration as per Article 26.
- 25.04 Failure of the Union to adhere to the time limits prescribed above shall mean that the grievance is deemed to be abandoned. Failure by the Company to adhere to the time limits prescribed above will enable the Union to immediately refer the grievance to the next step in the grievance procedure.
- 25.05 The time limits in Article 25 may be extended by mutual agreement in writing.

ARTICLE 26 ARBITRATION

- 26.01 Any grievance not satisfactorily settled under the procedure set forth in Articles 25.03 may be submitted to arbitration.
- 26.02 The party desiring to submit the grievance to arbitration shall so notify the other party, in writing, within fifteen (15) working days of the answer submitted by the Company. If no written request for arbitration is received within fifteen (15) working days after the answer is given by the Company, the grievance shall be deemed to have been settled in accordance with the decision made by the Company and shall not be submitted to arbitration or be arbitrable.
- 26.03 The request for arbitration in Article 26.02 shall contain the names of at least three (3) possible arbitrators. Within 10 (ten) working days thereafter the Union or the Company as the case may be, shall accept the name of one of the arbitrators offered or submit the names of at least three (3) other possible arbitrators. If they are unable to agree upon the selection of an arbitrator within a fourteen (14) day working period, the parties may apply to the Minister of Human Resources Development Canada to appoint an arbitrator.
- 26.04 The decision of the Arbitrator is to be made in writing and shall be final and binding on both parties and upon any employee affected by it.
- 26.05 The Arbitrator will not have jurisdiction to alter or change any of the provisions of this Agreement or to substitute any new provisions in lieu thereof, nor give any decision inconsistent with the terms and provisions of this Agreement.
- 26.06 The cost of the Arbitrator shall be paid by the Company and the Union in equal parts.
- 26.07 The time limits in Article 26 may be extended by mutual agreement in writing.

ARTICLE 27 DISCIPLINE CASES

- 27.01 A Union Representative shall be informed by the Company of the discipline of an employee at the time of discipline if available, or if not available, as soon as possible thereafter.
- 27.02 When an employee is being disciplined copies of the written confirmation will be given to the Union and the employee. Every effort will be made to do so in the presence of the Unit Chair. The unavailability of the Unit Chair shall not render the discipline void.
- 27.03 An employee shall not be discharged or suspended without just cause. He/she may ask for and shall receive from the Company the reasons for his/her dismissal or suspension.
- 27.04 A claim by an employee or the Union that he/she has been unjustly discharged or suspended from his/her employment shall be treated as a grievance if a written statement of such grievance is lodged with the Company within five (5) working days after the employee is informed of the discharge or suspension.
- 27.05 Any discharge or suspension grievance may be settled by an arrangement, which, in the opinion of the parties, or an Arbitration Board, is just and equitable.
- 27.06 All limits specified herein may be extended by the mutual consent of both parties in writing.
- 27.07 The Company will consider written warnings and suspensions against an employee as cleared from his/her record after a twenty-four (24) month period from the date of issuance.
- 27.08 The employee shall be entitled to review his/her discipline file once a year upon written request.
- 27.09 Should the Unit Chair warrant discipline, the Company shall contact the Local President and have him/her at the discipline meeting. The unavailability of the Local President shall not render the discipline void.

ARTICLE 28 BANK TIME

28.01 The Company shall permit an employee to bank up to and including twenty (24) hours pay per pay period, in lieu of pay for overtime work, provided that the total number of hours in the bank does not exceed forty-eight (48) hours.

28.02 The Company shall include in the final pay period of the fiscal year ending December 31 the amount of pay equivalent to the remaining banked hours, such that there is no carryover of banked hours to the next fiscal year beginning January 1.

28.03 An employee may use any or all of his/her bank hours for the purpose of:

- a. Increasing the amount of pay in any given pay period, provided that this intention is provided to the Company in writing seven (7) calendar days prior to the normal pay day;
- b. Vacation as per Article 15, provided that the vacation is not taken so as to cause the Company to incur overtime as the result of the absence; and
- c. Family Compassionate Leave as per Article 19.

28.04 The Company shall apply banked time hours sufficient to meet the requirement in situations where:

- a. an employee has received lay-off notice as per Article 9;
- b. the Company has invoked Article 12.02 (g) ; or
- c. an employee's sick time allowance is insufficient to offset sick time taken.

ARTICLE 29 TRAINING

29.01 Pay for First Aid courses

The Company shall pay for First Aid, Workplace Hazardous Materials Identification System (WHMIS), Transportation of Dangerous Goods (TDG), and any other courses that are required by regulation or that the Company decides are beneficial to its operations.

The Company shall pay for an employee's time to take any such course, according to the provisions of Articles 12 and 13.

29.02 Pay for Job Related courses

The Company shall evaluate on a case by case basis financial and any other support for any job-related course that an employee may wish to take.

ARTICLE 30 WAGES

30.01 Wages and classifications will be set out in Appendix "A" hereto.

ARTICLE 31 TERM

The term of this Agreement shall be date of ratification March 5, 2009 until December 31, 2011.

Either the Union or the Company shall have the option of re-opening the January 1, 2011 wage increase (only) by providing written notice to the other party prior by December 1, 2010.

Should the wage portion of the Agreement be re-opened and the parties not reach an agreement, then Strike and Lock-out provisions of Article 7 of this Agreement no longer apply.

Following the completion of the term, the Agreement shall remain binding for a period of one (1) year unless either party gives to the other written notice of their intention to terminate or amend the Agreement. Such notice will be given at least thirty (30) calendar days but not more than ninety (90) calendar days prior to the expiry of this Agreement.

SIGNED at Brantford, Ontario, this _____ day of _____, 2009

For the Company

Plant Manager
Kemira Water Solutions Canada, Inc.

SIGNED at Mississauga, Ontario, this _____ day of _____, 2009

For the Union

APPENDIX "A"

Classifications

The following classifications are currently defined:

- a. Maintenance Technician
- b. Operator A
- c. Operator B

Each employee in an above position shall be have the capability to perform the duties required of the position as documented in procedures and work instructions of the Company and in the attached job descriptions.

Each employee shall be assigned to a classification based on the duties that they are expected to perform.

Where a person is capable and is required by the Company to perform essentially all the tasks assigned in another classification, then that employee shall receive the higher of his/her pay rate or the other classification pay rate for the hours worked in the said classification.

If the Company creates a new job classification within the bargaining unit, then the Company and the Union shall negotiate an applicable wage rate.

Wages

Classification	Hourly Rate			
	As of December 31, 2008	March 5 – December 31, 2009	January 1, 2010 – December 31, 2010	January 1, 2011 – December 31, 2011
Operator B	\$23.63	\$24.06	\$24.54	\$24.97
Operator A	\$27.01	\$27.50	\$28.05	\$28.54
Maintenance Technician	\$25.71	\$26.51 (includes \$0.33/hr wage adjustment)	\$27.04	\$27.51

Maintenance Technician Certification Premium

The Company shall increase the Maintenance Technician base rate by \$1.00/hour for each certified trade qualification from the list below that he/she maintains.

Millwright
Electrician
Instrumentation and Control
Welder
Pipefitter

Shift Premium

The Company shall pay a premium of \$1.25/hour for all scheduled hours (not including overtime) worked by any classification between the hours of 1500 and 0700.

Probationary Employee

A probationary employee as defined by Article 8.03 shall receive 66% the pay rate (not including applicable premiums) of the classification to which he/she has been hired for the period which he/she is on probation.

Operator Trainee

An employee who has successfully completed the probationary period as defined by Article 8.03 shall receive 80% of the Operator B pay rate until he/she he has completed one (1) year service. Upon completion of one (1) year of service, the pay rate will be increased to 90% of the Operator B rate. Upon completion of two (2) years service, the rate shall increase to 100% of the Operator B rate. If, after two (2) years service, the employee is capable of performing all the requirements of the Operator A position, the employee shall then receive the Operator A rate.

Pay Periods

The Company shall pay each employee every two weeks as per the schedule established by the Company, representing twenty-six (26) pays in a fifty-two (52) week period approximating the calendar year.

Each pay shall include description of and remuneration for the actual hours worked, overtime, and banked time; remuneration for sick time and vacation time properly applied for and taken; and taxable benefits; subject to statutory reductions with respect to the Income Tax Act, Employment Insurance Act, Canada Pension Plan Act, and reduction by that amount payable as described in Articles 4.02 and 18.