

**COLLECTIVE AGREEMENT**

**BETWEEN**

**KEMIRA WATER SOLUTIONS CANADA, INC.**

**AND**

**UNIFOR AND ITS LOCAL 333**

January 1, 2026 – December 31, 2029

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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 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 UNIFOR 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 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 / HARASSEMENT**

- 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.
- 5.03 The company is committed to ensure a workplace free from harassment. The company is also committed to ensure no employee is subject to harassment or required to tolerate any harassment at work. Harassment is defined in the procedure(s) for complaints are outlined in the Employee Handbook. At any time during the process, the employee has the right to file a grievance under article 25.

**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 ninety 90 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 classification. For an individual to be able to displace a higher classification they must reasonably be able to perform the job autonomously with minimal training limited to 6 weeks.
- 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 necessary work, 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.

In the case that an employee is laid off they may be recalled to cover absences within their classification for a period of 1 full work week or more.

If an employee is recalled for a short term temporary relief work this time will be added to the 12 month recall rights.

If the temporary recall lasts longer than 160 hours the 12 month recall period will be considered to have reset and will start again.

The recall to a short term relief contract shall not be eligible to notice as the term of the contract shall be clearly defined and agreed to by management and the union member.

- 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, 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 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, 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 Intranet. 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 made 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.
- 10.02 In the event that a new process is added to the workplace. The employer will meet with the Union prior to the implementation to discuss duties, responsibilities, scheduling and wages. If the process creates a new classification, if the parties are unable to agree to the new wage rate, the parties will have the right to arbitrate

**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) consecutive 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. Sunday 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 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.
- c. 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
- d. 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.
- e. No employee may be absent from Company premises during their scheduled shift without the permission of the Company.
- f. 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.
- g. Employees are required to abide by the rules of the time keeping system. Employees are required to swipe in and swipe out each and every shift. If for any reason an employee leaves the site for non-company related business they must swipe out and back in. Failures to swipe must be reported to management immediately.
- h. For the purposes of ensuring that regulations concerning hours of work are followed and that adequate rest is provided to employees from a health and safety standpoint, the following "Hours of Work" rules will be strictly enforced. In the descriptions below, "schedule" means as per a schedule created per Article 12.01 and "permitted" is the total hours as scheduled plus overtime worked hours.

Unless otherwise mutually agreed upon in writing, within the guidelines of employment standards.

- i. No person can be schedule to work more than 12 consecutive hours or be permitted to work more than 13 consecutive hours.
- ii. A person may be asked to come in multiple times or permitted to leave and come back to work if all work is completed within a period of 13 hours.
- iii. Subject to ii, a person shall have a minimum 11 consecutive hours off before returning to work.
- iv. Subject to i, a person may only be scheduled to work up to 48 hours during a work week as defined in Article 12.02 (a) provided at least 48 consecutive hours of rest is scheduled, where the scheduled rest can include last day of one week and the first day of another week as defined in Article 12.02 (a).

- v. No person may be permitted to work more than 60 hours in a week defined in Article 12.02 (a).
- vi. Subject to i and v, a person may be permitted to work a maximum of 12 consecutive days provided a rest period of least 48 consecutive hours follows.
- vii. Except for vi, a rest period of at least 24 consecutive hours is required to reset any rules concerning the number of hours that may be worked on consecutive days.
- viii. Statutory holiday hours are excluded from the calculations in v. and vi. A period of 24 consecutive hours off as per vii. may include statutory holiday hours.

### 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 is voluntary-and shall be offered according to the following rules subject to Article 12.02 (h).

- a. Overtime shall be offered in the order as follows:
  - To the employee(s) with that normally works the shift in order of seniority
  - By seniority within the affected classification
  - By seniority within other classifications provided they are qualified to perform the work.
  - In the event that there are no volunteers, to be assigned to the person within the affected classification with the lowest seniority.
- b In the event of a shift extension of five (5) hours or less, the employee at work on the shift will have the first right of refusal for the overtime.
- c. Article 12 and 13 do not apply in the case of a natural or man-made disaster, a critical machinery break-down, a health and safety emergency, or an environmental emergency.

- 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 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.
  - b The Company shall provide a meal allowance to any employee that is scheduled to work the overtime of \$25.00 for each period of four (4) 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 forty-eight (48) 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 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 scheduled to work 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 a) 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, all paid hours in a week will be include in the calculation of overtime with the exception of sick and banked OT.
- b) 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) but less than 48 hours in a payroll week. Overtime hours in excess of forty-eight (48) shall be paid at a rate of two times (2X) his regular rate of pay. All hours worked between 12:00 am Sunday and 11:59 pm Sunday will be paid at two (2) time the regular rate. For the purpose of calculating overtime, all paid hours in a week will be include in the calculation of overtime with the exception of sick and banked OT.

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 pay for their regularly scheduled shift at their regular rate of pay, whether they work or not on the following holidays

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

In addition each employee at the beginning of the calendar year will receive 2 floater days to be scheduled with a minimum of 2 weeks notice and subject to approvals and within business requirements and granted on a seniority basis.

The Floating Holiday must be taken in the applicable calendar year and may not be carried over into the next year. It will not be paid out if not taken in the applicable calendar year. New hires will receive floating holidays on a pro-rated basis for the first year.

14.02 Should any of the holidays enumerated above fall on a Saturday or Sunday, where that Saturday or Sunday was not scheduled as a workday, the Friday preceding or Monday following shall be observed in lieu. Management will provide a calendar of all statutory holidays (dates and observation) at the beginning of each calendar year.

14.03 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.

14.04 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.

14.05 An employee shall not be entitled to holiday pay for any of the following:

- a. If the employee is on a company paid medical leave of absence, pay for statutory holidays shall be based on the rate of disability pay in force on that date.
- b. If an employee is on an unpaid leave of absence.

14.06 If they have been employed less than 30 days they shall be paid prorated based on the number of days employed divided by 20.

**ARTICLE 15 VACATION/SICK - PAID TIME OFF**

- 15.01 Employees shall submit any request for vacation in writing at least ten (10) working days prior to the first requested day, although requests not made within 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 are received at the same time, then seniority will be used to decide which request shall be granted, if necessary.
- 15.02 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. Vacation 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.
- 15.03 Sick days shall also be used in case of absence from work due to non-work related illness or injury subject to the conditions in Article 18.02. In cases where an employee does not have sick days available, vacation, float, or overtime bank shall be used, unless otherwise indicated in writing.
- 15.04 The accrual rate is based on the schedule below:

Years of Service	Months of Service	Percentage paid on Overtime	Equivalence in weeks
Up to 1 year	0 up to 12 months	4%	2 weeks
Up to 3 <sup>rd</sup>	12 up to 24 months	4%	2 weeks
After 3 <sup>rd</sup>	24 up to 120 months	6%	3 weeks
After 10 <sup>th</sup>	120 up to 180 months	8%	4 weeks
After 15 <sup>th</sup>	180 up to 240 months	10%	5 weeks
After 20 <sup>th</sup>	240 + months	12%	6 weeks

- 15.05 Vacation may be taken for a minimum of 2 hours and may only be taken up to the amount of work an employee missed. For example if an employee works an eight (8) hour shift, has worked five (5) hours and missed three (3) hours, the employee may use three (3) hours for a total of eight (8) hours for the day.
- 15.06 Vacation accrues from the first day of hire and may be used as of the first of the month following 30 days of employment.
- 15.07 Kemira will compensate an employee for accrued vacation when their employment ends.

## **15.08 Sick Days**

The equivalent of ten (10) sick days will be granted to the employee on the first pay period of the year annually. Up to six (6) unused sick days will be converted to dollars based on the current rate of pay and deposited to the vacation bank at the end of each calendar year.

Unused sick days are not payable upon termination or resignation of employment.

## **ARTICLE 16 BEREAVEMENT LEAVE**

- 16.01 Bereavement leave will be provided to all regular full-time and part-time employees that need to take time off to make necessary arrangements to attend the funeral of an immediate family member. Kemira defines immediate family members as an employee's spouse or domestic partner, children, step-children, parents, guardians, step-parents, siblings, step-siblings, grandparents, step-grandparents, grandchildren, in-laws or other persons living in the employee's home as a member of the employee's family.
- 16.02 Kemira will pay up to three (3) consecutive working days to a maximum of 24 hours bereavement leave for full-time employees. Part-time employees will be paid an applicable pro-rated benefit. The rate of pay for bereavement leave will be paid at the employee's regular rate of pay.

## **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 level of benefits (pension plan, group insurance, and PTO), and be subject to the same conditions (employee eligibility and costs) as the non-union employees at Brantford.

The Kemira Employee Handbook along with all policies detailed shall be followed with respect to: PTO, Paid Statutory Holidays, Leaves of Absence (Medical Leave, Personal Leave, Bereavement Leave, Jury Duty, Maternity/Parental Leave).

18.02 **Unscheduled Absences**

- a. Should five (5) unscheduled absences occur within a calendar year, any additional unscheduled absences may require documented justification. An absence is defined as a continuous period of not being at work.

**ARTICLE 19 LEAVES 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, if possible, 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 PTO or banked time, according to the Articles governing each contained in this Agreement.

**ARTICLE 20 MATERNITY, 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 \$300 per justified occurrence for CSA-approved safety boots, and \$500 per twenty four (24) months for Company-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 must provide from their membership a Health and Safety Representative who shall serve as a member of the Joint Health and Safety Committee.
- 22.04 The Company may, if it deems it appropriate, allow non-union staff, who are not classified as management, to serve as a Health and Safety Representative on the joint health and safety committee.
- 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 Management. Permission to attend to legitimate Union Business will not be denied unless it negatively impacts the operations of the business.
- 23.03 Union Leave of Absence without pay shall be granted for a period of up to 1 week at any one time at the written request of the Union provided 2 weeks' notice prior to the commencement.

- 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 forty (40) hours 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 upon request 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. Company agrees to advise the union immediately if a change does occur.

#### **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 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 Plant Manager or HR Manager.
  - c. The Plant Manager or HR Manager 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 or HR Manager.

- d. The Union must respond to any management concerns or written responses to a grievance in writing within ten (10) working days.
- e. 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 or HR Manager shall respond in writing with its position.
- f. A grievance that is not settled may be submitted to arbitration.

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 Any time limits described above may be extended by mutual agreement in writing.

## **ARTICLE 26                    ARBITRATION**

26.01 Any grievance not satisfactorily settled 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 thirty (30) 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 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 Any time limits described above 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 at any time. However, Management does have discretion on a case by case basis to raise the 48 hour maximum.
- 28.02 The employee must submit a request in writing to management in order to use "Banked time". Management will make every effort to approve the request as long as it does not negatively impact the business.
- 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. PTO as per Article 15, provided that the PTO 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.

**ARTICLE 29**

**TRAINING**

- 29.01 Pay for required training

The Company shall pay for any costs related to training required under the occupations health and safety act or Kemira safety policies; including but not limited to: First Aid, Workplace Hazardous Materials Identification System (WHMIS), Transportation of Dangerous Goods (TDG).

Successful completion and maintenance of certifications shall be considered as requirements of the job. Such requirements shall be detailed by management.

- 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.

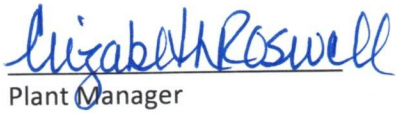
**ARTICLE 31**

**TERM**

The term of this Agreement shall be date of ratification until December 31, 2029.

SIGNED at Brantford, Ontario, this 29 day of January, 2026.

For the Company



Plant Manager  
Liz Roswell  
Kemira Water Solutions Canada, Inc.



Manager – P&C Canada  
Nicolas Samson

SIGNED at Brantford, Ontario, this 02 day of February, 2026



David Reston  
UNIFOR National Representative  
For the Union



Marc Larouche  
Kemira Employee Representative

## APPENDIX "A"

### Classifications

The following classifications are currently defined:

- a. Maintenance/Millwright/Electrician
- b. Maintenance/Millwright
- c. Operator A
- d. Shipper/Receiver – Relief Operator
- e. Materials Handler / Labourer

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.

When a lower classification position performs the duties of a higher classification for a minimum of 1 hour, they shall receive the higher classification rate of pay for a minimum of 4 hours.

Any Maintenance Technician may be required to learn the function of an operator in order to provide relief in response to legitimate business requirements, which may include but are not limited to, training, vacation, absenteeism, leaves of absence, and emergencies.

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

	01-Jan-25	01-Jan-26	01-Jan-27	01-Jan-28	01-Jan-29
Classification		6.5%	2.5%	2.5%	3.25%
Materials Handler/Labourer	\$21.84	\$23.26	\$23.84	\$24.44	\$25.23
Shipper/Receiver /Relief Operator	\$35.56	\$37.87	\$38.82	\$39.79	\$41.08
OperatorA	\$38.95	\$41.48	\$42.52	\$43.58	\$45.00
Maintenance/Millwright	\$44.00	\$46.86	\$48.03	\$49.23	\$50.83
Maintenance/Millwright/Electrician	\$47.95	\$51.07	\$52.34	\$53.65	\$55.40

A one time signing bonus of \$500 per member upon ratification, will be paid within 2 pay periods (December 11<sup>th</sup>).

### **Premiums**

The Company shall pay a **shift premium** of **\$1.25**/hour for all scheduled hours worked by any classification between the hours of **1500 and 2300**.

The Company shall pay a **shift premium** of **\$2.25**/hour for all scheduled hours worked by any classification between the hours of **2300 and 0700**

The Company shall pay a **weekend premium** of \$2.50/hour for all scheduled hours worked by any classification between 0700 Saturday and 0700 Monday.

Shift and weekend premiums are additive.

When a member is tasked with training a new employee, they will be paid a premium of \$2.50/hour for up to a 12 week period following the new employee's first day of work.

### **Crane**

There will be one-time payment of \$500, less statutory deductions, for any employee who currently has certification on the Broderson crane, or who receives certification on said crane during the life of this contract. A recertification does not qualify for additional payment.

### **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 PTO properly applied for and taken; and taxable benefits; subject to statutory deductions with respect to the Income Tax Act, Employment Insurance Act, Canada Pension Plan Act, and deductions for union dues.

### **Letter of Understanding – Continental Shifts**

If the employer decides to move to a continental shift process, they will meet with the Union to discuss implementation, timelines, shift picking process and any other concerns that may arise.

### **Letter of Understanding – Labour Management Meetings**

It is agreed that the Union and Management will establish a practice of engaging in quarterly labour management meetings. These meeting dates will be agreed upon at the commencement of each new year, there will not be any meetings scheduled during the July and August months.