

COLLECTIVE LABOUR
AGREEMENT

between

TORRINGTON
DIV. INGERSOLL-RAND CANADA INC.

hereinafter called the "Employer"

AND

NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND OTHER WORKERS UNION
OF CANADA (CAW-CANADA)

hereinafter called the "Union"

Effective as of March 15, 2002
to and including March 14, 2005

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ARTICLE 1 - RECOGNITION

1.01 a) The Employer hereby recognizes the Union as the exclusive negotiator for, and in the name of, each and every wage earner included in the bargaining unit, as defined in paragraph 1.01 b).

b) This Agreement applies to all wage earners included in the following bargaining unit:

"Production and maintenance wage earners, with the exception of the timekeepers, executives, supervisors, foremen, clerks, office employees and employees paid on a weekly or monthly basis."

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1.02 Except through mutual agreement between the parties, jobs, duties, functions or work included within the bargaining unit shall not, during the life of this Agreement, be performed by any wage earner outside the bargaining unit.

1.03 The provisions of paragraph 1.02 shall not be construed as restricting wage earners outside the bargaining unit from occasionally performing functions within the bargaining unit in the following cases:

a) training or familiarization of foremen with duties under their supervision;

b) training or familiarization of wage earners within the bargaining unit;

c) performing experimental or development work;

d) urgent unforeseeable situations calling for an immediate response, when no bargaining unit wage earners are available;

e) such performing of duties included within the bargaining unit shall not hinder the promoting or recalling of a bargaining unit wage earner nor cause such member to be displaced, laid off or suffer a reduction of earnings.

1.04 No work pertaining to the bargaining unit may be performed by subcontractors working inside the plant should this, at any time during the term of this Agreement, cause a layoff

or prevent the recall of a laid-off wage earner, unless such work is performed in a temporary manner.

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ARTICLE 2 - EMPLOYER RIGHTS

2.01 Subject only to the specific agreements and conditions herein provided, the Employer manages the working force, including but not limited to, the right to hire, suspend or discharge for proper and sufficient cause, the right to transfer or relieve wage earners from duty because of lack of work or for any other legitimate reasons and the right to determine the extent and manner in which the plant shall be operated, all of which is vested exclusively in the Employer.

2.02 The Union recognizes the Employer's right to adopt, modify or rescind any reasonable regulation binding its wage earners, provided such regulation does not conflict with any provision of this Agreement. Wage earners and the Union must be advised in writing of these regulations and the Union may dispute the unreasonable use of a given regulation when it concerns a wage earner.

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ARTICLE 3 - NON-DISCRIMINATION

3.01 No intimidation, threat, coercion or discrimination may be exerted, proffered or tolerated by the Employer, the Union or a wage earner against any person on account of his adherence to the Union, of his functions as an employee, of serving as steward or officer or member of a Union committee or taking part in Union activities or his involvement in a grievance, or on account of his race, colour, sex, pregnancy, sexual orientation, marital status, age, religion, political views, language, national and ethnic origin, social condition, handicap or on account of being HIV positive in conformity with the Charter of Human Rights and Freedoms.

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3.02 The masculine gender as used in this Collective Agreement shall include the feminine gender as well.

3.03 Sexual harassment: The Employer, the Union and the wage earners agree not to tolerate any forms of sexual harassment in the bargaining unit.

ARTICLE 4 - UNION SECURITY

4.01 As a condition of continued employment, each bargaining unit wage earner shall become and remain a member in good standing of the Union for the entire life of this Agreement. The Employer hereby agrees to deduct from the pay of each wage earner covered by this Agreement an amount equal to the Union dues and initiation fee.

4.02 In the case of new wage earners, paragraph 4.01 shall apply only upon completion of the probationary period provided for in paragraph 9.03 except Union dues which will be deducted the first month of hiring.

In the case of wage earners excluded from the bargaining unit at the date of signing of this Agreement and who later transfer into the bargaining unit, paragraph 4.01 shall apply as of the date of such transfer.

4.03 The deduction of dues referred to in paragraph 4.01 above shall be effected every pay period. In the case where a wage earner is absent during a pay period, deductions will be effected on the following pay period.

The Employer shall issue to the Financial Secretary of the local division, on a monthly basis and before the fifteenth (15th) day of the following month, a cheque equal to the amounts thus collected, including the initiation fees, together with a statement indicating the name of each wage earner and the amount collected from him, **as well as the total number of hours worked each week.** A copy of this statement will be issued to the President of the Union Committee.

Furthermore, the Employer lists the current and cumulative amounts of the deductions of Union fees on the pay slip of each wage earner and lists the total amount of Union fees deducted during the taxation year on the individual T-4 and Relevé 1 forms, or any other equivalent form.

The Union shall notify the Employer in writing of the amount of the Union dues and initiation fee in accordance with the statutes and regulations of the Union. Any change in these amounts shall be applicable within thirty (30) days following the receipt by the Employer of such notice.

Rev. 02

4.04 The Employer shall not incur any responsibility towards the Union or the wage earners regarding the deduction of such Union dues and initiation fee, save the obligation of making such deduction and remitting to the Union the amounts collected.

The Union agrees to save the Employer harmless from any claim liable to arise from the provisions of this Article.

ARTICLE 5 - UNION ACTIVITIES

5.01 The Employer hereby recognizes that the Plant Union Committee is empowered to deal, on behalf of the wage earners, with any matter pertaining to this Agreement or its application or its interpretation, including negotiations of this Agreement and any renewal thereof.

The plant Union Committee shall consist of three (3) wage earners designated by the Union and one (1) of which will be designated as Plant Union Committee chairperson.

5.02 The Employer recognizes the right of the Union to elect Shop Stewards as per Appendix D of this Collective Agreement, each one having an alternate, to take care of grievances in their own department at the first stage of the grievance procedure provided for in paragraph 7.03 of this Agreement.

For the purpose of this paragraph, the departments and the number of Shop Stewards will be determined by mutual agreement between the parties and are listed in Appendix D attached hereto and forming a part hereof. The number of Shop Stewards may be modified by mutual agreement between the parties.

Furthermore, when more than one shift is in operation, a Shop Steward will be elected by the Union to represent the wage earners on each shift of each department, as per the previous paragraph.

5.03 The Plant Union Committee shall not suffer any loss of salary during the preparation of bargaining, the bargaining or the conciliation for the renewal of the present Agreement.

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5.04 The Plant Union Committeemen and the Shop Stewards shall be allowed, after having received the authorization from their foreman or supervisor, to leave their work, but not the plant, without loss of pay for a reasonable period of time in order to fulfill their obligations under this Agreement or to take part in meetings with Employer representatives, which permission shall not be unreasonably withheld.

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5.05 The national representatives and/or the Union Local President may participate in any joint meetings held on the Employer's premises during working hours, provided they obtain prior authorization from the Employer.

5.06 Union notices duly signed by persons designated for this purpose by the Union shall be posted in the plant by the Union, at mutually agreed locations, provided such notices are previously approved by an Employer representative designated for this purpose. Such approval shall not be withheld unreasonably.

A Union representative shall be allowed to distribute the Union paper at the plant entrance, provided prior authorization is obtained from the Employer.

5.07 Upon Union request therefore, temporary leaves of absence not exceeding two (2) weeks shall be granted by the Employer to a maximum of three (3) wage earners at a time for the purpose of attending Union conventions or taking part in other Union activities.

When the three (3) members of the Union committee are taking part in the negotiation process for the renewal of the Collective Agreement, the Employer shall authorize a maximum of two (2) other wage earners to attend Union conventions or other Union activities during this period.

Written request for such leaves of absence shall be submitted by the Union at least five (5) days in advance, except in unforeseeable circumstances.

It is agreed that the wage earners selected by the Union to attend such conventions or to participate in other Union activities will be allowed to leave, provided production requirements are fulfilled, failing which other wage earners will have to be selected. The present paragraph does not apply to Shop Stewards, to representatives on the Health & Safety Committee (CSST), to Plant Union Committeemen and to the president of the local section.

Furthermore, upon written request by the Union, a leave of absence of an unlimited period of time shall be granted to a wage earner designated as National representative of the Union.

Failure to return to work within sixty (60) days of completion of assignment to the National Union shall terminate any and all employment relationship with the Employer and shall alienate any right to further rehiring.

The wage earner shall give the Employer written notice of his intention to assert his seniority rights to reemployment, at least two (2) weeks in advance. Only one (1) wage earner at one time shall be granted such a leave of absence.

Except for a leave of absence of an unlimited period of time which is granted to a wage earner in order to carry out his duties as national representative of the Union, the Employer pays the salary during any leave of absence, same as if the wage earner had been present at work. At the end of each month, the Employer forwards a claim to the Union listing the name of the wage earner, the date of the leaves of absence, the hours paid in accordance to his regular work schedule, the hourly rate, the contributions of the Employer with regards to the said compensation and the total amount of the claim. The Union reimburses the total amount to the Employer within a reasonable time limit.

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5.08 All members of the Plant Union Committee shall be assigned to the day shift only.

5.09 The Employer agrees to remit to a special trust fund, for the purpose of providing paid education leaves, one cent (0,01 \$) per hour per wage earner for every hour worked during the quarter.

Such education leaves aim at improving the wage earner's competence in the various aspects of Union duties. Said sums shall be paid on a quarterly basis starting April 1st to an in-trust fund established by the National Union (**CAW/TCA-Canada**), and shall be sent by the Employer to the following address:

**CAW-Canada
205 PLACER COURT
NORTH YORK, ONTARIO
M2H 3H9**

The Employer will inform the President of the Union Committee of the amounts paid according to the provisions of this Article.

Furthermore, the Employer agrees that, every year, it will grant to a member of the bargaining unit selected by the Union a leave of absence without pay for twenty (20) days of class time, plus travel time, if necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Wage earners will continue to accrue seniority and benefits while on leave.

Rev. 02

ARTICLE 6 - STRIKE OR LOCKOUT

6.01 The Union agrees that it will not sanction nor authorize any strike, slowdown or other suspension of work on the part of the wage earners during the life of this Agreement, but should such an unauthorized suspension, slowdown or stoppage of work take place, the Employer agrees that it will not sue for, or otherwise claim money damages from the Union by reason of any such unsanctioned or unauthorized strike, slowdown or suspension of work. The Employer agrees it will not authorize a lockout of its wage earners during the life of this Agreement.

6.02 The provisions of paragraph 6.01 shall not be construed as limiting or restricting the rights of the parties wherever applicable under the Labour Code.

ARTICLE 7 - GRIEVANCES

7.01 A grievance may result from any misunderstanding pertaining to the interpretation or the application of this Agreement, as well as any disciplinary action or employment termination.

7.02 Both parties agree that grievances should be submitted and dealt with as promptly as possible and during working hours. The grievance procedure is the following:

7.03 First stage: The grievance shall be submitted in writing to the wage earner's immediate foreman or his representative by the wage earner's Union Committeeman or his Shop Steward, accompanied or not by the concerned wage earner.

Any grievance must be submitted within fifteen (15) working days of the discovery, by the wage earner and/or the Union, of the incident giving rise to the grievance. Any grievance is prescribed for six months from the day of the occurrence of the action.

The decision of the wage earner's immediate foreman or his representative shall be handed down in writing to the Union Committee member or Shop Steward within two (2) working days of submission of the grievance.

7.04 Second stage: If the wage earner's immediate foreman or his representative does not return his decision within the time prescribed or if such decision is unacceptable, then the Union Committee shall, within five (5) working days, request in writing a meeting with an Employer representative in order to settle the grievance. This meeting shall take place within ten (10) working days of the receipt of the request by the Personnel office.

The decision of the Employer representative must be handed down in writing to the Union Committee within five (5) working days of the above meeting.

7.05 Whenever a grievance involves several wage earners from different departments, the Union Committee may submit it directly at the second stage.

7.06 A technical error in the submission of a grievance shall not invalidate it.

7.07 Any settlement of a grievance shall be put down in writing and signed by both parties.

7.08 The time limits prescribed by Articles 7 and 8 shall be strictly enforced and failure to abide by them shall invalidate the grievance unless both parties agree in writing to an extension.

7.09 If, in the course of investigating a formal grievance, the Employer interviews a wage earner who is a signatory to the said grievance, the wage earner shall be accompanied by the Union Committeeman or Shop Steward.

ARTICLE 8 - ARBITRATION

8.01 Should the grievance not be settled within the time limit prescribed by paragraph 7.04, the Union Committee may then, within thirty (30) working days of the expiry of such time limit, inform the Employer of its intention to refer the matter to arbitration.

8.02 The arbitrator shall be one of the persons mentioned in the table below. The services of such persons shall be requested in turn and in the order in which their names appear below.

Should one person be unable or unwilling to act when so requested, this person shall be replaced by the person next in turn. For the duration of this Agreement, such list shall comprise the following names:

- 1) Michel Bolduc
- 2) Carol Jobin
- 3) Nicolas Cliche
- 4) René Doucet

Should one of the above-mentioned arbitrators be unable to act, the parties shall replace this arbitrator within thirty (30) days following the notification of his incapability.

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8.03 The arbitration award shall be final and binding upon both parties; it shall become effective on the date stated by the arbitrator or, should no date be specified, on the date of the arbitration award.

8.04 Whenever the incident causing the grievance entails the loss of earnings or other benefits, the arbitrator shall be empowered to order compensation or reparation, in part or in whole, for such loss.

A grievance calling for compensation shall have no retroactive effect beyond six (6) months preceding the date of the presentation of the written grievance.

In a case involving discipline, the arbitrator shall be empowered to confirm, reduce or cancel the penalty.

8.05 The arbitrator's fee and expenses shall be equally shared by both parties to this Agreement.

8.06 The arbitrator shall have authority merely to interpret or apply the provisions of the Agreement and shall in no way be empowered to modify the Agreement.

8.07 In the event of a grievance involving a disciplinary matter including discharge, the burden of proof shall rest with the Employer.

ARTICLE 9 - SENIORITY

9.01 For the purpose of this Agreement, and barring contrary provisions in this Agreement, "seniority" shall refer to the length of service within the bargaining unit.

9.02 The Employer shall draft a seniority and recall list. Such list shall include the names of all wage earners with seniority rights currently at work, wage earners on authorized leave pursuant to this Agreement or laid off. The list shall be permanently posted on the bulletin board and revised by the Employer every three (3) months. A copy of such list shall be handed by the Employer to the Union.

Wage earners may be dismissed without recourse to the grievance procedure until such time they have acquired seniority rights.

9.03 A wage earner acquires seniority rights after having completed a cumulative probationary period of ninety (90) days worked within a maximum period of twelve (12) months. At the end of this probationary period, his seniority is retroactive to one hundred and twenty (120) days worked, preceding the day when he completed his probationary period, but under no circumstances may it be previous to his hiring date.

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9.04 Should a wage earner with acquired seniority rights be absent from work through authorized leave or disciplinary suspension, his seniority shall continue to be accumulated during his absence.

9.05 Should a wage earner be absent from work through illness or injury covered by the CSST, his seniority shall continue to accumulate in his absence. The wage earner must return to work as soon as he is authorized to do so by a physician.

9.06 Wage earners on layoff shall accumulate seniority.

9.07 The name of a laid-off wage earner shall be retained on the recall list for a period of **eighteen (18)** months. However, that period will be of **thirty (30)** months if he has three (3) years or more of seniority or of **forty-eight (48)** months if he has five (5) years or more of seniority.

Rev. 02

9.08 A wage earner shall lose his seniority and his job if:

- a) he is discharged for proper and sufficient cause;
- b) he quits voluntarily or resigns;

c) he is absent from work for more than three (3) consecutive working days without notifying the Employer, unless it was impossible to so notify the Employer. This stipulation does not absolve the wage earner from his normal moral obligation to notify the Employer of any absence at the earliest opportunity.

d) he has been laid off for a continuous period of **eighteen (18)** months if he has less than three (3) years of seniority, or a continuous period of **thirty (30)** months if he has three (3) years or more of seniority or a continuous period of **forty-eight (48)** months if he has five (5) years or more of seniority;

e) he omits, without valid reason, to return to work after layoff within six (6) working days following receipt of the rehiring notice sent by certified mail to the last known address registered in the Employer's files. A certified copy shall be sent to the Union.

The wage earner must, within twenty-four (24) hours of the receipt of the rehiring notice, inform the Employer of his acceptance or refusal to go back to work, so that the Employer may proceed, if necessary, to call the following wage earners on the recall list.

Rev. 02

9.09 Seniority shall be the governing factor in cases of layoff, rehiring, transfer, filling of vacancies and displacement, provided that the senior wage earner is qualified to perform the job in question.

ARTICLE 10 - TRANSFER

10.01 The need for transferring wage earners from time to time is recognized as obvious and it is the exclusive right of the Employer to do so, provided the transfer is not inconsistent with the provisions of this Agreement. However, no transfer shall be made for the purpose of discriminating against a wage earner or where such transfer would injure the health and safety of a wage earner. Any wage earner who declines a transfer made according to the provisions of this Agreement will be subject to a suspension of one week.

Rev. 99

10.02 When it has been decided by the Employer that it is necessary or desirable to transfer a wage earner for more than one (1) working day and not exceeding fourteen (14) working days, the following procedure will be used:

a) The transfer will be offered to the wage earner with the highest seniority in an occupation and on a shift selected by the Employer, and who has previously occupied the job being subjected to such transfer;

b) In case of refusal, the transfer will be offered to the wage earner with the highest seniority in an occupation and on a shift selected by the Employer provided that he is capable of performing the job within the training period outlined in this Collective Agreement;

c) In case of refusal, the wage earner with the lowest seniority in an occupation and on a shift selected by the Employer will be transferred.

10.03 When it has been decided by the Employer that it is necessary or desirable to transfer a wage earner for more than fourteen (14) working days, the following procedure will be used:

a) The transfer will be offered to the wage earner with the highest seniority in an occupation selected by the Employer, and who has previously occupied the job being subjected to such transfer;

b) In case of refusal, the transfer will be offered to the wage earner with the highest seniority in an occupation selected by the Employer provided that he is capable of performing the job within the training period outlined in this Collective Agreement.

c) In case of refusal, the wage earner with the lowest seniority in the selected occupation will be transferred.

d) A wage earner who is transferred according to the provisions of this article may use his seniority to choose his work shift.

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10.04 Except for a replacement transfer because of illness, all transfers for a period of more than **three (3)** months will have to be posted in conformity with the procedure outlined in the Collective Agreement for vacancies.

Rev. 02

10.05 When a wage earner is transferred from his occupation to a higher paid occupation, he shall receive immediately and for the duration of the said transfer, the rate of his new occupation corresponding to his level of qualification. When a wage earner is transferred from his occupation to a lower paid occupation, he shall continue to be paid at the rate of his regular occupation.

10.06 When the Employer decides that a wage earner must be transferred for training purposes, the transfer will be offered to the wage earner with the highest seniority in a selected occupation and who needs the said training. In case of refusal, the wage earner with the lowest seniority on the job and who needs the training will have to follow the training.

10.07 For any transfer of less than one (1) day, the wage earner affected by the transfer to an occupation and on a shift selected by the Employer, may choose to refuse the said transfer according to his seniority. The wage earner with the lowest seniority in an occupation and on a shift selected by the Employer will then be transferred.

10.08 A wage earner's transfer documents shall be filled out by the said wage earner and authorized by his supervisor. Furthermore, any transfer of less than four (4) hours during one week will not be noted down in the Employer's register unless the first paragraph of Article 10.05 is applicable.

Notwithstanding the above, a wage earner who is transferred repeatedly may cumulate his/her transfer hours and note them in the employer's register after forty (40) hours.

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ARTICLE 11 - REDUCTION OF WORK FORCE

11.01 This Article is applicable in case of a layoff or displacement resulting from a cut in or the elimination of employment. **During a significant cut in the labor force, the parties agree to undertake steps relating to a work sharing program with the concerned organizations.**

Rev. 02

11.02 Prior to any layoff, a wage earner who has acquired seniority rights according to the terms of the present Agreement must receive a notice of seven (7) calendar days or, in lieu thereof, the regular pay of five (5) working days. A copy of such notice of layoff must be simultaneously sent to the Union.

Preceding a displacement according to Article 11, a written notice of seven (7) calendar days will be given to the wage earner and the Union, informing him of his displacement.

11.03 When it is necessary to lay off or displace wage earners because the work force needs to be reduced, the following procedure will be used:

- 1) Probationary wage earners on the job will be laid off first.
- 2) The wage earner who is transferred according to the provisions of Article 10 to an occupation which has been affected by a reduction will be returned to his permanent occupation.
- 3) The wage earner with the lowest seniority on the job to be reduced will be displaced first.

4) The Employer shall select that occupation which it believes the wage earner can perform taking into account the provisions of paragraph 9.09. The wage earner may not decline the occupation so selected for him by the Employer. If the wage earner is capable of performing more than one occupation held by junior seniority wage earners, the Employer shall endeavour to have the senior wage earner displace a junior wage earner on an occupation which most closely matches the senior wage earner's previous duties and earnings.

5) Whenever a wage earner fails to perform the duties of a job selected by the Employer, within the training periods mentioned below, after exercising his best effort, he shall have another opportunity to displace a junior wage earner. If the wage earner fails to perform the job he has so selected, within the training period mentioned below, then he shall be laid off.

6) The training **period will last ten (10) weeks.**

7) Wage earners with seniority who are displaced according to the above procedure shall be paid their regular hourly rate for a period of twenty-five (25) working days, even through the rate of their new occupation may be lower. Wage earners with seniority who are displaced to a higher paid occupation according to the above procedure shall immediately receive the rate of this new occupation for the duration of this displacement.

8) The wage earner who is displaced to a new occupation will benefit from all the rights provided by his seniority, in conformity with the stipulations outlined in this Collective Agreement.

Rev. 02

11.04 For the purposes of this Article, the parties have agreed that three (3) Union Committeemen and one (1) Shop Steward per work team be granted preferential seniority and that they may not be laid off or displaced as long as there is work to be done by the bargaining unit.

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ARTICLE 12 - INCREASE OF WORK FORCE

12.01 In the event of an increase in the work force and after displaced wage earners within the plant have been returned to their normal occupation, the wage earners whose names appear on the recall list shall be recalled in their order of seniority, to take on their former job or any other job,

provided they can meet the normal requirements of the work to be performed. Such recalled wage earners shall be entitled to a familiarization period equal to the ones provided for in paragraph 11.03-6.

If the occupation to be filled was never before held by any of the wage earners on the recall list, said occupation shall be granted to the most senior wage earner on the list, provided he can perform the duties required by the occupation within the training period outlined in paragraph 11.03-6.

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12.02 A wage earner whose name appears on the recall list may, without forfeiting his seniority rights, refuse to return to work if recalled for a temporary period not exceeding thirty (3) calendar days or if recalled to a lower paid occupation or in case of illness or injury for which, if so required by the Employer, he shall submit as proof a doctor's certificate which may be checked by the Employer, or for any other reason acceptable to the Employer. In the latter case, the Employer's decision may be challenged through the grievance procedure.

ARTICLE 13 - VACANCIES

13.01 All vacancies or new job openings must be posted for a period of three (3) working days. At the same time, the Employer shall supply the President of the Union Committee with a copy of the notice.

The Employer will add the name of any wage earner who is absent from work to the posted notice. His candidacy may be selected, provided he can fill in the job within the prescribed delay.

13.02 The notice must include:

- the job title and the classification
- the labour grade
- the date **and time of posting**
- the shift of work
- the department-
- **the pre-requisites**
- **the salary**
- the following note : "Copy of the job description is available at the Personnel department".

Rev. 02

13.03 A wage earner who holds an occupation as a result of posting may not apply for a vacancy or new job opening unless he **has obtained this posting for** one (1) year.

Rev. 02

13.04 The names of all applicants including that of the selected wage earner shall be transmitted to the President of the Union Committee within ten (10) days following the end of the period of posting **and will be posted on the bulletin boards.**

Where the Employer has not selected any applicant to fill in the posted job within the delay provided for in the present article, it shall make a choice and inform the Union of such choice within a period of nine (9) weeks following the end of the period of posting, failing which it shall post the job anew according to the procedure outlined in Article 13.01 and following of the Collective Agreement should it still desire to fill in the job.

Rev. 02

13.05 Should the selected wage earner be unable to perform the work involved within the training period mentioned in paragraph 11.03-6, the following procedure will be applied:

- 1) The wage earner will be displaced to an available and permanent occupation, with no right to be recalled to his former occupation;
- 2) Otherwise, he may exercise his seniority rights for a displacement to his former occupation;
- 3) Otherwise, Article 11 will be applicable.

Rev. 93

13.06 In accordance with the present Article, a wage earner will be able to select his work shift nine (9) months after having obtained a job.

If the wage earner has, at some time, occupied the job permanently, he will be able to select his work shift immediately.

If there is an opening for more than fourteen (14) consecutive work days, the wage earner will be able to work on such shift permanently.

Rev. 02

13.07 Whenever a new operation brings about the establishment of a new job, the Employer shall select for that job the wage earner whom, in his opinion, is best suited to perform the duties required by the new job.

If not other job is created and if the wage earner selected by the Employer is not the most senior among the applicants, the Employer will post the new job in conformity with the posting

procedure provided for under Article 13.01 and the following ones, after the expiration of the twelve (12) month period following the first delivery of the new product. The Employer will inform the President of the Union Committee of the date when the first delivery was made.

Rev. 99

13.08 Any vacancy that brings about an increase in the work force will allow the hiring of a wage earner that will be appointed to a training position before the end of the posting procedure. The new wage earner will be appointed to the last unfilled vacancy.

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ARTICLE 14 - DISCIPLINE

14.01 No reprimand or disciplinary measure may be recorded against a wage earner nor used against him at any time unless the said wage earner and the Union be advised accordingly in writing within fifteen (15) working days of the date on which the incident or the occurrence became known to the Employer.

14.02 Any complaint or disciplinary measures recorded against a wage earner shall be automatically cancelled after eighteen (18) months and may not be held against him thereafter except for reprimands which are withdrawn from the wage earner's disciplinary record after a twelve (12) month period.

14.03 A wage earner who is laid off, suspended or discharged, has the right to meet with a Shop Steward or a Union Committeeman before leaving the plant.

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14.04 Whenever a wage earner signs a document involving a disciplinary matter, he only does so for the purpose of acknowledging that he is aware of same.

14.05 There shall be no demotion for disciplinary reasons during the term of this Agreement.

ARTICLE 15 - HEALTH AND SAFETY

15.01 The Employer recognizes his obligation to take all necessary steps in order to safeguard the wage earner's safety and health during working hours. The Union, on the other hand, cooperates with the Employer in this regard. Any wage earner failing to comply with the safety measures set forth by the Employer shall render himself liable to disciplinary action.

15.02 The Employer and the Union agree to establish a Health and Safety Committee which shall include three (3) representatives from the Employer and three (3) representatives from the Union. The number of such representatives may be changed in conformity with the Law.

15.03 The duties of the Health and Safety Committee shall be as follows:

a) To jointly ensure the observance of governmental laws and regulations and the application of safety measures and rules that the Employer may establish.

b) To hold montly or as necessary meetings to discuss current accidents or possible exposures being a danger for health and safety and their cause, the way to prevent them, and also to revise all hygienic conditions and to submit all useful recommendations to the Employer.

c) To accompany government inspectors when they visit the plant as prescribed by law and to receive reports of such inspections. As far as possible, a notice of such visits shall be given to the Committee. The government inspectors' visits shall however always be made in the presence of one (1) Employer Representative on the Health and Safety Committee and one (1) Union Representative.

d) To be advised of any industrial accident reported according to the procedure provided for this purpose and to inspect the equipment or the premises where any industrial accident has occurred.

e) To be advised of any mortal accidents and severe wounds and to inspect the premises and the equipment where an industrial acciden thas occurred.

f) To receive from the Employer all information related to the identification of possible or existing hazards related to materials, processes or to the equipment.

g) Every month, a copy of work related accidents reports will be given to the Negotiating Committee, if work related accidents have occurred.

Rev. 02

15.04 The Union representatives on the Health and Safety Committee shall be allowed, after having received authorization from their shop supervisor, to leave their work without loss of pay for a reasonable period of time in order to fulfil their obligations under this Agreement or take part in meetings with Employer representatives. Such authorization shall not be unreasonably withheld.

15.05 a) Safety Boots:

The Employer agrees to pay for the safety boots recommended by the Health and Safety Committee up to a maximum of **\$95.00** per year per wage earner.

b) Safety Glasses:

The Employer agrees to provide wage earners with safety glasses and prescription safety glasses.

The Employer will provide a new pair of prescription safety glasses where the prescription changes or where the replacement of such prescription safety glasses is required on account of damage resulting from the execution of the wage earner's work.

The Employer also agrees to provide the wage earner with a new pair of prescription safety glasses when the wage earner will have worn such glasses for two years and where their replacement is required due to normal wear. In any other circumstances, the replacement cost of prescription safety glasses will be borne by the Employer up to a maximum of 50% of their cost to the Employer.

When the wage earner chooses himself the safety glasses, either with or without prescription, the Employer's contribution shall in no circumstances exceed the latter's cost.

The Employer will not pay for any additional cost for progressive lens glasses.

Rev. 02

15.06 The Employer agrees to maintain at the work place the first aid equipment as required by Law.

15.07 When a wage earner is victim of an accident at work he shall have no reduction in pay for the day of the accident. If he is sent home, to the hospital or to a physician, the Employer shall pay the additional cost of transportation.

15.08 When a wage earner who has suffered an accident at work must, following his return to work, go to the physician's office, or the hospital for examination or treatment, the Employer shall provide transportation at no cost to the wage earner and without any loss of earnings for said wage earner.

15.09 When a wage earner is to receive weekly disability payments under Workmen's Compensation (CSST), the Employer will advance such payments on a weekly basis, if requested by the wage earner, until such benefits are regularly paid to him.

15.10 The duties of the safety representative are:

1) to inspect the work premises;

- 2) to receive copy of all notices of accident and to investigate the possible causes of the accident;
- 3) to identify the situations which may be a source of danger to the workers;
- 4) to make the recommendations he deems appropriate to the Health and Safety Committee or, failing such Committee, to the workers or to their certified association and to the Employer;
- 5) to assist the workers in the exercise of their recognized rights pursuant to the present law and regulations;
- 6) to accompany the inspector during his inspections;
- 7) to intervene in cases where the worker exercises his right to refusal;
- 8) to file a complaint with the Chief Regional inspector;
- 9) to participate in the identification and the evaluation of the characteristics concerning the work premises and the work performed by the workers as well as the identification of any contaminants and dangerous materials which are present on the work premises for the purpose of article 52 of the Act respecting Occupational Health and Safety.

15.11 The safety representative may leave his work, without loss of salary, for such time as is necessary, in order to fulfil his duties pursuant to article 15.10 unless his duties are exercised abusively.

15.12 The safety representative may not be subjected to a layoff, dismissal, suspension, transfer or disciplinary or discriminatory measure on account of the performance of his duties unless his duties are exercised abusively.

15.13 The members of the Health and Safety Committee have preferential seniority in case of layoff. Furthermore, the Union Co-President is appointed to the day shift.

Rev. 96

ARTICLE 16 - RATES OF PAY AND OCCUPATION

16.01 All occupations and their corresponding rates of pay as agreed upon by both parties are listed in Appendix A and B attached hereto and forming part thereof.

16.02 Each wage earner shall be paid at the rate provided for in Appendix B, according to the classification and the period during which he held the occupation.

16.03 When several different classes exist for a given occupation, the wage earner may request a higher class through the grievance procedure.

16.04 The Employer shall not pay to any wage earner a rate higher than the maximum rate provided for in his classification.

16.05 The agreed upon job evaluation procedures are contained in Appendix C.

In any arbitration case involving a job evaluation dispute, the arbitrator shall be limited to the rate ranges contained in Appendix A and to the agreed upon procedure outlined in Appendix C.

16.06 Should a wage earner report to work without having been told in advance not to report, and should there be no work or less than four (4) hours' work on his regular job, he will be offered substitute work at his regular rate of pay for at least four (4) hours, or be paid four (4) hours at such rate should there be no work available to him.

If production is interrupted by a power failure, wage earners who have worked at least four (4) hours will be compensated from the time of the power failure until they are sent home by the Employer.

16.07 The Employer will continue his practice of reviewing the individual performance of each wage earner by using certification criteria that pertain to the occupation.

Rev. 93

ARTICLE 17 - WORK SCHEDULE

17.01 The regular work week is of forty (40) hours, eight (8) hours a day, in conformity with the detailed schedule set forth in Appendix E, except for wage earners working on special shifts for which the schedules are also set forth in Appendix E.

At the end of a wage earner's normal work schedule, **including weekends and holidays**, the Employer will pay an additional period of six (6) minutes at regular rate to allow the wage earner to wash before leaving the workplace.

Contrary to past practice, the paid period allowed to the wage earners for washing shall have to be taken at the end of the work schedule.

The regular hourly schedule for all shift operations shall not be subject to change except by mutual agreement between both parties.

17.02 A wage earner requested by the Employer to change shifts must be advised forty-eight (48) hours in advance of the start of the new shift, otherwise, the wage earner will be remunerated at overtime rate for the first shift on his new schedule. This shall not apply to voluntary changes in shift between two (2) wage earners.

17.03 The Employer subscribes to the principle that wage earners with greater length of service should have preference in shift assignment and the Employer shall endeavour to effectuate this policy. It is recognized that the need to assure production of the required quality and quantity of work, or to train new wage earners, may be included within factors necessitating change in such shift assignments by length of service.

Subject to Articles 17.03 (first paragraph) and 13.03 and 13.06 of the Collective Agreement, wage earners may, four (4) times a year and at the latest ten (10) working days before the end of the quarter, inform their foreman in writing of their intent to change work schedule within their job and must indicate their new choice to the foreman.

The reference period for the first quarter is January 1st, and the wage earners shall then keep the work schedule they have chosen until the next period as outlined in this Collective Agreement to make shift changes.

The wage earners desiring to change work shift shall have seniority and be able to fulfil all the job requirements on said shift.

In conformity with past practice, the Employer will continue to accept changes in work schedule arranged between wage earners.

17.04 Wage earners are entitled to a payment of time and one half (1 1/2) the regular rate for all hours worked in excess of their regular work schedule, being eight (8) hours per day or, as regards evening shift wage earners working on a two shift schedule, nine (9) hours per day from Monday to Thursday inclusively and four (4) hours per day on Friday.

Wage earners are also paid time and a half (1 1/2) the regular rate for all hours worked on a Saturday.

Work performed on a Sunday shall be paid for at double (2) time the regular rate, except for all hours provided for in Appendix E as regards night shift wage earners working on a three shift schedule.

The wage earner may choose to either be remunerated for his overtime hours or to accumulate these in a bank up to a maximum of forty (40) hours per year. The wage earner may take one or more complete days off from his bank and according to his regular work schedule, by requesting permission to do so from the Company at least five (5) working days in advance, except in the case when an emergency situation or an illness prevents him from giving such notice.

The Company may refuse that a wage earner take a leave of absence if levels of production do not allow it.

Overtime accumulates in the bank as regular time and the difference is paid.

Wage earners who work on weekend shifts may take a day off as long as they have twenty hours in the bank.

The reference period for the accumulation and use of hours in the bank is from **January 8th of the current year to January 7th of the following year**. At the end of the reference period, non-used accumulated hours will be paid according to the regular rate.

Rev. 02

17.05 Overtime will be offered on a voluntary basis and divided in an equitable manner among all wage earners who are willing to work overtime and who normally perform such work.

When the employer deems it necessary to have overtime work done by wage earners who do not normally perform such work, the work will be offered by seniority to all wage earners in the shop who are able to perform the work immediately.

Notwithstanding the preceding and where overtime work may be required in selected occupations on a limited and irregular basis rather than on a massive basis, the Employer shall assign the overtime work to the wage earners who normally perform the job in reverse order of seniority, should the number of wage earners volunteering for such work be insufficient.

However, the wage earners thus assigned may be excused if they offer a reason satisfactory to the Employer, which decision may be challenged through the grievance procedure.

Rev. 99

17.06 Except in cases of emergency, if a wage earner is scheduled to work overtime, he should be notified at the earliest opportunity during the shift which occurs two (2) days before the scheduled overtime.

17.07 A wage earner who has completed his regular work shift and, after having left the plant, is recalled, shall receive not less than three (3) hours emergency recall pay at time and one half (1 1/2); on Sundays, it shall be double (2) time.

17.08 If, by mistake, a wage earner has not been offered overtime which he had the seniority and the competence to perform, the wage earner shall inform his foreman within three (3) days hereafter. During the ten (10) following days, the foreman shall then allow the wage earner to work overtime in compensation of the overtime which he should have worked. Should the foreman fail to have the injured wage earner work in overtime within the said delay, the Employer will pay the said wage earner an indemnity to compensate him for the overtime he should have performed.

It is agreed that the present article does not allow wage earners to refuse working overtime when they are offered to do so and thereby choose a more convenient schedule to perform such overtime.

17.09 For annual inventory purposes, the company offers overtime according to product line seniority.

New 96

ARTICLE 18 - HOLIDAYS

18.01 The Employer undertakes to recognize the following as paid holidays:

- Good Friday
- Victoria Day
- St. Jean Baptiste Day
- Confederation Day
- Labour Day
- Thanksgiving Day
- the day before Christmas
- Christmas Day
- the three days after Christmas Day
- the day before New Year's Day
- New Year's Day

18.02 Work performed on any of the above holidays (excepting the work which is a normal part of a pre-holiday, or post-holiday shift) shall be paid for at the rate of double (2) time the wage earner's standard hourly rate, in addition to the holiday pay to which the wage earner would otherwise be entitled.

18.03 The above-mentioned holidays shall be considered as paid holidays on the following conditions:

- 1) The wage earner must have worked at least seven (7) hours the working day prior to or at least seven (7) hours the working day after the holiday, unless permission for his absence has been granted by the Employer, or a satisfactory excuse is given for the absence, or the wage earner is prevented from working the full shift because of his being on short time, or unless the wage earner is laid off the next scheduled working day after the holiday.
- 2) The remuneration for each holiday shall be determined according to the normal work schedule of each wage earner.
- 3) If any of the above holidays occurs on a Saturday, said holiday shall, for the purpose of this Agreement, be observed on the preceding Friday, and if the holiday occurs on a Sunday, it will be observed on the following Monday.

ARTICLE 19 - PAID VACATIONS

19.01 The plant will be closed for annual vacation purposes as per the following dates, which correspond to the construction holidays:

2002: weeks beginning July **15th** and **22nd**

2003: weeks beginning July **14th** and **21st**

2004: weeks beginning July **19th** and **26th**

Further to the above-mentioned periods, wage earners who are allowed three (3) weeks or more vacation may choose to take an additional week preceding or following the annual vacation period.

In order to meet production, maintenance or other needs, the Employer will offer the work, by seniority, to wage earners who are immediately able to perform the task and who wish to work during the annual vacation period.

Notwithstanding the above, when an insufficient number of wage earners agree to work during the annual vacation period, the Employer may assign the work to wage earners of the concerned occupation in the reverse order of seniority.

All other wage earners shall take their vacation during the annual vacation period.

Rev. 02

19.02 Wage earners who, on June 1st of the current year, have completed less than one (1) year of continuous service with the Employer will have the right to one day of vacation per complete month worked, the total duration of such vacation not exceeding two (2) weeks. Payment for such vacation represents four percent (4%) of their gross earnings during the twelve (12) month period preceding June 1st of the current year.

Rev. 96

19.03 Wage earners who, on June 1st of the current year, have completed one (1) year of continuous service with the Employer, shall receive two (2) weeks of paid vacation per year. Payment for such vacation will represent two (2) weeks' pay or four percent (4%) of their gross earnings during the twelve (12) month period preceding June 1st of the current year, whichever is greater.

19.04 Wage earners who, on June 1st of the current year, have completed five (5) years of continuous service with the Employer, shall receive three (3) weeks of paid vacation per year. Payment for such vacation will represent three (3) weeks' pay or six percent (6%) of their gross earnings during the twelve (12) month period preceding June 1st of the current year, whichever is greater.

19.05 Wage earners who, on June 1st of the current year, have completed **eleven (11)** years of continuous service with the Employer, shall receive four (4) weeks of paid vacation per year. Payment for such vacation will represent four (4) weeks' pay or eight percent (8%) of their gross earnings during the twelve (12) month period preceding June 1st of the current year, whichever is greater.

19.06 Wage earners who, on June 1st of the current year, have completed twenty-five (25) years of continuous service with the Employer, shall receive five (5) weeks of paid vacation per year. Payment for such vacation will represent five (5) weeks' pay or ten percent (10%) of their gross earnings during the twelve (12) month period preceding June 1st of the current year, whichever is greater.

19.07 Wage earners who are entitled to three (3) weeks vacation or more shall choose to either take their vacation or to be paid their third (3rd), fourth (4th) or fifth (5th) week of vacation without taking the time off.

19.08 For vacation purposes, one (1) week shall consist of forty (40) hours.

19.09 Terminated, discharged or laid off wage earners who have completed less than one (1) year but more than one (1) month of continuous service shall receive four percent (4%) of their earned wages. If such wage earner has one (1) year of continuous service, he shall receive four percent (4%) of his earned wages, or six percent (6%) of his earned wages if he has more than five (5) years of service, or eight percent (8%) of his earned wages if he has more than twelve (12) years of service, or ten percent (10%) if he has more than twenty-five (25) years of service. Payment shall be made at the time of the wage earner's severance.

19.10 Vacations not taken in accordance with paragraph 19.01 shall be taken between June 1st of the current year and May 31st of the following year. The wage earner will request in writing and at least two (2) weeks in advance the permission to take his vacation.

However, the wage earner who wishes to take his vacation between June 15th and August 31st will inform the Employer at the latest on June 1st of the current year.

The Employer may refuse to grant vacation time that does not fall within the period provided for in Article 19.01 when there are less than fifty percent (50%) of wage earners to fill an occupation.

Rev. 02

19.11 The wage earner shall receive the full vacation pay corresponding to the vacations he presently takes, prior to leaving on his vacation. Vacation pay shall be issued on a separate cheque from the regular pay.

The wage earner who takes individual vacation days receives payment for these days at the same time as his regular pay.

Rev. 99

19.12 If any of the holidays listed in Article 18 falls during a wage earner's vacation, the wage earner shall be entitled to an extra day's vacation paid for at his regular rate of pay.

19.13 Vacations are not cumulative.

ARTICLE 20 - OTHER LEAVES

20.01 A bereavement leave of five (5) consecutive working days, without loss of pay, shall be granted to any wage earner in the case of death of his spouse or child.

A bereavement leave of three (3) **working** days, without loss of pay, shall be granted to any wage earner in the case of death of his father, mother, stepmother(of spouse also), stepfather (of spouse also), brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law or any other relative living at the wage earner's home. The three (3) days will be from the date of death to the date of the funeral. The provisions of this section shall apply to the relatives of the spouse.

A bereavement leave of one (1) **working** day, without loss of pay, shall be granted on the day of the funeral in the case of death of a grandfather or a grandmother. In the application of this Article, compensation shall not exceed the amount that the wage earner would have otherwise received as per his work schedule for that day. No bereavement pay shall be granted to any wage earner who, because of distance or other reasons, does not attend the funeral.

Rev. 02

20.02 When during his regular working hours a wage earner is called upon for jury duty his period away from work shall be considered as time worked and he shall be paid for such time, jury duty pay to be deducted from his regular wages.

20.03 Should a wage earner be called upon to appear before a court of law, at the request of the Employer, hours spent in the exercise of such duty shall be considered as time worked and shall be paid for at the proper rate, provided such wage earner was scheduled to work during those hours.

20.04 Unless production would be seriously affected, proof of which rest with the Employer, a wage earner shall, on his written request, be granted a leave of absence not to exceed three (3) months, without pay and without loss of seniority, if such request is for reasonable cause and if made five (5) days in advance. When the circumstances justify it, a leave of absence may be granted retroactively.

20.05 A leave of absence for physical incapacity will be ganted by the Employer upon presentation of a certificate of disability duly signed by a physician. Such leaves are granted according to the wage earner's seniority.

The name of a wage earner who has been granted such a leave is maintained on the seniority list for a period of twelve (12) months. However, this period will extend to twenty-four (24) months if said wage earner has three (3) years or more seniority, and to thirty-six (36) months if he has five (5) years of more seniority.

The Employer may, from time to time, require continuing certification of disability during the leave. Leaves of absence for physical disability will terminate automatically at the end of one (1) week following the cessation of the disability. Nothing in this section shall operate so as to limit in any way the Employer's right, subject to the grievance procedure, to terminate any wage earner whose physical condition or absences for illness prevents said wage earner from maintaining regular attendance or satisfactorily performing the full duties of his occupation. Upon return from such leave, the wage earner will be reinstated in his former job if he is able to fully perform it. If he cannot do the job, the Employer will inform the Union of his new assignment.

Rev. 96

20.06 Any wage earner who fails to return to work immediately upon the expiration of a leave of absence without pay shall be considered as having voluntarily quit his employment, unless he presents a satisfactory excuse for his failure to return.

ARTICLE 21 - MATERNITY AND PARENTAL LEAVES

21.01 In order to be eligible for a maternity leave, a wage earner must have **accomplished twenty (20) weeks of employment in the last twelve (12) months preceding the beginning date of leave and have been employed the day preceding the notice provided in Article 21.02**

Rev.02

21.02 The wage earner must forward a written advance notice of at least three (3) weeks to the Company, stating her intention to take a maternity leave on such date to be specified in the notice, as well as her expected date of return. **This notice must include a medical certificate attesting to the pregnancy and the anticipated date of delivery.**

The advance notice may be forwarded in less than (3) weeks' time in the case where a medical certificate states that the wage earner must stop working within a shorter period of time.

Rev.02

21.03

a) The expectant wage earner is entitled to a maternity leave of eighteen (18) weeks.
The maternity leave can begin only from the beginning of the 16th week preceding the anticipated date of delivery.

b) Should the wage earner give birth to a stillborn child after the beginning of the twentieth (20th) week preceding her due date, her maternity leave will terminate at the latest five (5) weeks after this date of birth.

c) A wage earner's participation in recognized insurance plans at work must not be affected by her maternity leave.

d) A wage earner is entitled to a parental leave in conformity with the conditions provided for in the *Loi sur les normes du travail* **and the applicable regulations.**

An unpaid parental leave can be taken after giving the employer at least three (3) weeks notice stating the date the leave will begin and the date of the return to work.

e) Starting with the sixth (6th) week preceding the due date of birth, the Employer may require from the expectant wage earner a written medical certificate stating that she is able to work.

If the wage earner refuses or neglects to provide this certificate within a time limit of ten (10) days, the Employer may oblige her to immediately take her maternity leave by sending her a written notice to this effect.

f) Subject to the following, at the end of her maternity leave, the wage earner is reinstated in the job she had before she left. However, when the Employer lays off or dismisses employees that would have included the wage earner if she had been working, she retains the same rights as the dismissed wage earners regarding a work recall.

None of the provisions of the present Collective Agreement have an effect of conferring to the wage earner an advantage that she would not have benefited from if she had remained at work.

Rev.02

21.04 A wage earner may take a leave from work for five (5) days in the event of the birth or the adoption of a child. The two (2) first days of absence are remunerated if the wage earner can justify sixty (60) days of continuous service.

This leave of absence may be divided into days upon request from the wage earner. It may not be taken after expiry of the fifteen (15) days that follow the arrival of the child at the home of his father or mother.

New 96

21.05 The wage earner must inform the Employer of his absence as soon as possible. However, the wage earner who adopts the child of his spouse may not take a leave of more than two (2) days, without pay.

New 96

21.06 A wage earner may be absent from work five (5) days per year, without pay, in order to meet obligations with regards to the health, care or education of a child under 18 years of age, when his presence is necessary because of circumstances that are unpredictable or beyond his control. He must have taken all reasonable and possible means to otherwise assume these obligations and to limit the duration of the leave.

This leave may be divided into days. A day may also be divided, provided the Employer has given his consent.

The wage earner must inform the Employer of his absence as soon as possible.

New 96

21.07 The father and mother of a newborn and the person who adopts a child that has not yet reached the age required to attend school are entitled to a parental leave, without pay, of **fifty two (52)** continuous weeks at the most.

The present Article does not apply to the wage earner who adopts his spouse's child.

Rev. 02

21.08 A parental leave may start, at the earliest, on the day of birth of the child or, in the case of an adoption, on the day when the child is entrusted to the wage earner within the context of an adoption procedure or the day when a wage earner leaves his work to travel outside the province of Québec in order to have a child entrusted to him. This leave ends, at the latest, **seventy (70) weeks** following the birth of the child, or in the case of an adoption, **seventy (70) weeks** after the child has been entrusted to him.

Rev. 02

21.09 The parental leave may be taken following a notice of at least three (3) weeks to the Employer indicating the date of the beginning of his leave and the date of his return to work, except for the cases and conditions provided for in government regulations.

New 96

21.10 A wage earner may return to work before the date mentioned in the notice provided for in Article 21.09, after having advised the Employer in writing at least three (3) weeks before his return to work.

21.11 If the delivery occurs past the anticipated date, the wage earner automatically has the right to an extension of leave equivalent to the delay period. On the other hand, this extension will not be allowed if the wage earner has the benefit of at least two (2) weeks maternity leave after the delivery.

Rev. 02

21.12 When there is a danger of miscarriage, or to the health of the mother or the unborn child, caused by the pregnancy, and demanding that she stops working, the wage earner has the right to a special maternity leave the length prescribed by a medical certificate that attests to the existing danger and indicates the anticipated delivery date.

If the need arises, this leave could become the anticipated maternity leave in Article 21, from the beginning of the 8th week preceding the anticipated delivery date.

Rev. 02

21.13 The wage earner who sends her employer a notice before the expiration date of her maternity leave, with a medical certificate attesting that her state of health or that of the child requires it, has the right to a maternity leave extension that could last six (6) weeks longer.

Rev.02

21.14 When a natural miscarriage or one legally induced occurs before the 20th week preceding the anticipated delivery date, the wage earner has the right to a maternity leave not exceeding three (3) weeks.

Rev.02

21.15 When a natural or legally induced miscarriage, or a premature birth occurs, the wage earner must, as soon as possible, give her employer a written notice informing him of the event and the anticipated date of her return to work, including a medical certificate attesting to the event.

Rev.02

21.16 Without prejudice to Article 21.12, the wage earner who does not return to work on the date set in the notice given to her employer, is presumed to have resigned.

Rev.02

21.17 At the end of a parental leave, the employer must return the wage earner to his original job, with the same advantages, including the salary he would have had the right to had he remained at work.

If the original wage earner's job no longer exists when he returns, the employer must acknowledge all the rights and privileges he would have benefited from had he been at work when his job ceased to exist.

There are no dispositions in the present collective agreement that will impart on a wage earner, an advantage he would not have benefited from had he remained at work.

Rev.02

ARTICLE 22 - INSURANCE

22.01 The Company will assume the complete cost of the present supplementary hospital-major medical and prescription drug plan coverage including, as of the date of effect of present Agreement, the entire cost of a semi-private room.

The Employer guarantees the reimbursement of the following paramedical services: chiropractic treatment, speech therapy, osteopathy, audiototherapy, occupational therapy, podiatry, ophthalmology, physiotherapy and optometry. These services are reimbursed at a maximum of **forty (\$40.00)** dollars per visit, with an annual maximum amount of **four hundred (\$400.00)** per practitioner per person.

Rev.02

22.02 The Employer shall provide, through the carrier of its choice, and pay for the full cost of the following life insurance and weekly sickness and accident benefits, of life insurance covering accidental death and dismemberment benefits and of weekly sickness and accident indemnity to be payable from the first (1st) day of hospital confinement.

1) The Employer guarantees that all benefits provided for under the former Agreement shall be maintained for the life of present Agreement.

2) The Employer guarantees that the weekly benefits shall represent sixty-six and two-thirds percent (66 2/3%) of the wage earners weekly salary up to a maximum of sixty-six and two thirds percent (66 2/3%) of the weekly insurable earnings as specified by the Canada Employment and Immigration Commission. It is agreed that any refund paid by the **Employment Insurance** in such a case shall be remitted to the Employer.

3) Life insurance coverage on the life of the wage earner shall be twenty-five thousand dollars (25 000\$) starting March 15, 1999, plus accidental death and dismemberment benefits.

4) Life insurance coverage on the life of the wage earner's spouse shall be **four thousand five hundred** dollars (**\$4,500**).

5) Life insurance coverage on the life of the wage earner's children shall be **two thousand two hundred and fifty** dollars (**\$2,250**) per child.

Rev. 02

22.03 The Employer shall not be obliged to provide any part of the above insurance program to wage earners who donot have sixty (60) calendar days of work at its service.

Rev. 99

22.04 The Employer shall be under no obligation to provide any form of insurance to any person who has ceased or who subsequently ceases to be actively employed by the Employer, excepting the wage earners pensioned by the Employer who will be provided with a two thousand dollar (2 000\$) life insurance paid for by the Employer.

22.05 The above insurance plans shall be maintained, the Employer paying the full cost, in the case of any wage earner away from work due to illness or injury or in the case of any laid off wage earner, the contribution of the Employer will be discontinued after the layoff has lasted for more than thirty (30) days.

22.06 The Employer will provide a long term total disability insurance plan which shall cover sixty percent (60%) of the wage earner's wages, commencing after the expiration of the weekly sickness and accident benefits.

22.07 The Employer will not be obliged to involve himself in any way in any dispute over claims for benefits made by wage earners under the above insurance plant. Such matters shall be resolved between the wage earner and the insurance carrier and shall not be subject to the grievance and arbitration procedures provided for in this Agreement between the Employer and the Union. However, the Employer will make every effort to see to it that the obligations of the insurance carrier are fully complied with.

22.08 Within sixty (60) days following the signing of the present Collective Agreement, the Employer will give a copy of the master collective insurance policy to the Union.

The Employer provides a summary of all the benefits granted to the wage earner within the twelve (12) months following the signing of the present Collective Agreement.

Rev. 99

22.09 When a wage earner is at the Employer's service outside the country, the collective insurance coverage provided for in the master policy, for expenses incurred outside the country, will apply.

New 93

22.10 When the insurance carrier has not paid any sickness and accident benefits within a period of three (3) weeks from the date when an appropriate certificate of illness has been submitted, the Employer, at the request of the wage earner, advances the weekly benefits that are due to such wage earner until such time when benefits are paid on a regular basis.

22.11 **It is agreed upon between the parties that the list of day care surgeries now covered by the insurance company will be annexed to the document summarizing the insurance benefits, as provided for in Article 22.08 of the present collective agreement.**

Rev.02

ARTICLE 23 - PENSION PLAN

23.01 A pension plan wholly paid for by the Employer is in full force and effect.

Wage earners who reach the age of sixty-five (65) and whose employment terminates are entitled to monthly retirement benefits equal to; (**SEE TABLE A**), multiplied by the number of credited years of service.

TABLE A

- Twenty-one dollars (\$21.00) if employment is terminated between June 15th 2002 and June 14th 2003;

- **Twenty-two dollars and fifty cents (\$22.50) if employment is terminated between June 15th 2003 and June 14th 2004;**

- **Twenty-four dollars (\$24.00) if employment is terminated between June 15th 2004 and June 14th 2005.**

The pension plan shall provide for ten (10) years guaranteed and survivorship retirement options, the benefits of which shall be actuarially adjusted.

Wage earners presently pensioned by the Employer shall receive a monthly retirement benefit rate of at least five dollars (5\$) for each year of their credited years of service.

Rev. 02

23.02 A wage earner will be entitled to early retirement at the age of fifty-five (55) if he has at least ten (10) years of credited service but his benefits shall be reduced by six-tenth (6/10) of one percent (1%) for each month of difference between his age and the age of sixty-two (62) and by five-twelfth (5/12) of one percent (1%) between sixty-two (62) and sixty-five (65) or, if he chooses, he may have his benefits deferred and commenced at age sixty-five (65).

23.03 Furthermore, a wage earner with fifteen (15) years or more of credited service who is permanently and totally disabled and who has reached age fifty (50) may retire but the benefits in such a case shall be reduced by the amount of any CSST (Workmen's compensation) benefits payable to him.

23.04 A wage earner with two (2) years of service whose employment is terminated shall be eligible for a vested deferred retirement benefit payable at age sixty-five (65) or at his request, the present value of his pension may be transferred to a RÉER in conformity with the law.

23.05 A joint committee shall be appointed in accordance with the law.

23.06 The Employer will provide the wage earner with a summary of the benefits payable by the pension plan. Once a year, the Employer gives each wage earner a personalized outlook of his acquired rights within the pension plan. The Employer will give the Union, as soon as possible, a copy describing the rules and regulations of the pension plan. Furthermore, the Employer will inform the Union of all modifications brought upon the said rules and regulations.

Rev. 93

ARTICLE 24 - MISCELLANEOUS

24.01 Should either party or both parties hereto waive any provision of the Agreement, such action, barring contrary agreement, shall not constitute a precedent in the subsequent application of the provisions herein.

24.02 Any provision of this Agreement contrary to federal or provincial legislation shall be considered null and void without affecting the validity of the other provisions herein.

24.03 Each wage earner shall be given a copy of the Agreement in both French and English as promptly as possible following the signing of this Agreement. The French wording shall be deemed official. The Employer shall give the Union fifty (50) copies of the Agreement.

24.04 On the signing of this Agreement, the Employer shall provide the Union with a list of all wage earners in the bargaining unit showing their names, birthdate, clock number, seniority date, classification and rates of pay. The Union shall be notified in writing by the Employer of any modification, addition or deletion that may occur.

24.05 The Employer agrees to provide the Union with a copy of any notice that may be posted on the bulletin board by the Employer for wage earners. Such copy shall be forwarded to the Union on the day of posting on the bulletin board.

24.06 The Employer will supply the Union with a list of its foremen and shall notify the Union of any changes that may subsequently be made in the list.

24.07 Minutes of tardiness shall be accumulated on a daily basis and the wage earner's pay adjusted to the nearest fifteen (15) minute period.

Rev. 96

24.08 The Employer agrees to cooperate with the Union to allow wage earners to subscribe to the Fonds de Solidarité des travailleurs du Québec (FTQ) savings plan through payroll deductions, if they so desire.

Whatever the number of wage earners requesting same, the Employer agrees to deduct from the pay of each wage earner who so desires and who has signed the subscription form, the amount indicated by the wage earner for the duration he has specified or until he indicates otherwise.

A wage earner may modify at any time the amount of his contributions or terminate his subscription by sending a notice to the Fonds and to the Employer.

The Employer agrees to remit a monthly cheque to the Fonds (on or before the 15th day of the month following the deductions) the sums so deducted hereunder, together with a statement indicating the name, the social insurance number, the file number (provided by the Fonds) and the amount deducted for each of them.

ARTICLE 25 - DURATION AND RENEWAL OF AGREEMENT

25.01 This Agreement shall be effective on March 15, 2002, and shall remain in full force until March 14th 2005 inclusively.

Rev. 02

25.02 During the ninety (90) days prior to the expiration of this Agreement, either party may notify the other party in writing of its desire to terminate or modify said Agreement or to negotiate a new Agreement.

25.03 If a notice is given in accordance with paragraph 25.02, this Agreement shall be considered as an interim Agreement from the date of expiration until the signing date of a new Agreement.

25.04 The provisions of paragraph 25.03 shall be without prejudice to the right of either party to request that the new Agreement be made retroactive to the date of expiration of the previous Agreement.

SIGNED at Bedford this _____ day of April, 2002.

FOR THE UNION

FOR THE EMPLOYER

_Germain McCutcheon

_Daniel Lapointe

_Carole Nolin

_Paul Morin

_Tom Jones

_Claude Picard

_ Chantale Tremblay

_ Claude Tremblay

APPENDIX A

CLASSIFICATIONS & OCCUPATIONS

CLASSIFICATION 11

None

CLASSIFICATION 10

None

CLASSIFICATION 9

Electrician Technician

CLASSIFICATION 8

Tool & Die Maker

Master Machinist

CLASSIFICATION 7

Grind Mechanic

Quality Control Technician

Machinist

CLASSIFICATION 6

Millwright

Leadman - Planet Pin

Leadman - Pump Vane

Leadman - Pins and Rolls

Leadman - Thrust and Radial Bearings

CLASSIFICATION 5

Heat Treatment Operator

Setter Operator Inspector

(APPENDIX A – CONTINUED)

CLASSIFICATION 4

Quality Analyst
Pump Vane Operator Inspector
Centerless Multiple Grind Loose Roll Setter Operator
Hard Cell Headed Pin Operator
Operator-Pin and Roll Cell
Pins and Rolls Setter-Operator
Setter Operator Planet Pin Cell 1
Setter Operator Planet Pin Cell 2
Shipping and Receiving

CLASSIFICATION 3

Press Setter Operator
Bearings Assembly Setter Operator
Planet Pin Induction and Finishing - Operator
Storekeeper
General Service

CLASSIFICATION 2

None

Rev.02

APPENDIX B

RATES OF PAY

The minimum hiring rates are as follows:

March 15, 2002: 16,01 March 15, 2003: 16,41 March 15, 2004: 16,85

After six (6) months from date of hire, the hourly rate of the new wage earner shall be increased by one-half (1/2) of the difference between his rate at that time and the minimum rate of the applicable labour grade rate range.

After twelve (12) months from date of hire, the hourly rate of the new wage earner will be the starting rate of the applicable labour grade rate range.

The rates of pay and wage increase periods for each labour grades are described in the table below:

The hourly rate is increased

by *2.2% 0,39\$ starting March 15, 2002

by *2.3% 0,41\$ starting March 15, 2003

by *2.4% 0,44\$ starting March 15, 2004

The tables below have already been modified to reflect the increases for the first year.

SALARY SCALE :

CLASSIFICATION	<u>2002</u>	<u>2003</u>	<u>2004</u>
3	16,90	17,25	17,67
4	17,54	17,94	18,37
5	18,21	18,63	19,08
6	18,89	19,32	19,79
7	19,56	20,01	20,49
8	20,24	20,70	21,20
9	20,91	21,39	21,91

TRAINING PERIODS (CONTINUED)

TRAINING PERIODS: PERIODS AND WAGES (2002)

CLASSIFICATION	START	9 MONTHS	18 MONTHS	27 MONTHS
3	16.57	16.90		
4	16.87	17.20	17.54	
5	17.51	17.85	18.21	
6	18.16	18.52	18.89	
7	18.45	18.81	19.18	19.56
8	19.09	19.46	19.84	20.24
9	19.73	20.11	20.50	20.91

PERIODS AND WAGES (2003)

CLASSIFICATION	START	9 MONTHS	18 MONTHS	27 MONTHS
3	16.91	17.25		
4	17.28	17.59	17.94	
5	17.91	18.26	18.63	
6	18.58	18.94	19.32	
7	18.88	19.24	19.62	20.01
8	19.53	19.90	20.29	20.70
9	20.18	20.57	20.97	21.39

PERIODS AND WAGES (2004)

CLASSIFICATION	START	9 MONTHS	18 MONTHS	27 MONTHS
3	17.32	17.67		
4	17.66	18.01	18.37	
5	18.35	18.71	19.08	
6	19.03	19.40	19.79	
7	19.33	19.70	20.09	20.49
8	20.00	20.38	20.78	21.20
9	20.67	21.07	21.48	21.91

- Wage earners will obtain the rate of their labour grade according to the period provided for in the above-mentioned table. The Employer will take into account the experience acquired for this occupation by the wage earner.

- The above-mentioned periods refer to calendar months. Absences **OUTSIDE THE PLANT** for more than one calendar month will not be credited to a wage earner for the calculation of the above-mentioned periods.

- Automatic increase periods are based on the experience factor of **The Employment Evaluation Plan Regardless of Sex of the SCEP in Quebec.**

SHIFT PREMIUM

Wage earners who work on second (2nd) shift shall be paid a **FORTY CENT (0,40\$)** per hour shift premium, and wage earners who work on third (3rd) shift shall be paid a **SEVENTY CENTS (0,70\$)** per hour shift premium.

Rev. 02

APPENDIX C

JOB EVALUATION

It is mutually agreed that the basis for measuring the value of any job classification and its assignment to a labour grade shall be **The Employment Evaluation Plan Regardless of Sex of the SCFP in Quebec** is incorporated in this Agreement.

1. Job Description

It is understood that agreed job descriptions shall serve only as the basis from which to classify jobs. It is further understood that new descriptions shall be recorded from time to time when and if a new job is established or the content of any given job is changed by the Employer. Said new or changed jobs shall be described in the same manner as the original jobs have been described. The Employer will continue his present practice of submitting a copy of said description to the Union for its review prior to being placed in effect. It is understood that the phrase “to do other work as assigned” at the end of each job description means related work to the job described.

2. Base Rates

All occupations are classified into grades according to the scale which applies to the requirements described in the job description. These occupations, their grades, their base rates and the increase periods are described in Appendix A and Appendix B.

3. New or changed jobs

When a newly created or modified occupation is established, the Employer determines the classification and informs the Union of such. Pay will be computed according to this classification. Any dispute as to the proper classification of an occupation may be processed through the grievance and arbitration procedures of the present Agreement.

4. Pay Equity

All is in agreement with the Pay Equity Law.

Rev. 02

APPENDIX D

LIST OF SHOP STEWARDS

Besides the three Union Committeemen, the Employer recognizes one Shop Steward per work shift to take care of all departments.

Rev. 93

APPENDIX E

WORK SCHEDULE FOR NON-STOP OPERATION TEAMS (LEADMEN + OPERATORS)

Monday to Friday	7:00 a.m. to 3:00 p.m.	Day	1 st Break: 10 min
	3:00 p.m. to 11:00 p.m.	Evening	Lunch (PAID):30 min
	11:00 p.m. to 7:00 a.m.	Night	2 nd Break:10 min

Monday to Friday	7:15 a.m. to 3:15 p.m.	Day	1 st Break: 10 min
	3:15 p.m. to 11:15 p.m.	Evening	Lunch (PAID):30 min
	11:15 p.m. to 7:15 a.m.	Night	2 nd Break:10 min

Monday to Friday	7:30 a.m. to 3:30 p.m.	Day	1 st Break: 10 min
	3:30 p.m. to 11:30 p.m.	Evening	Lunch (PAID):30 min
	11:30 p.m. to 7:30 a.m.	Night	2 nd Break:10 min

WORK SCHEDULE FOR SERVICES (DAY + EVENING)

Monday to Friday	7:00 a.m. to 4:00 p.m.	Day	Break: 10 min
			Lunch:(NOT PAID) 60 min
			Break: 10 min

Monday to Thursday	4:00 p.m. to 1:00 a.m.	Evening	Break: 10 min
			Lunch(PAID):30 min
			Break: 10 min.

Friday	4:00 p.m. to 8:00 p.m.	Evening	
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WORK SCHEDULE FOR SERVICES (DAY, EVENING + NIGHT)

Monday to Friday	7:00 a.m. to 3:00 p.m.	Day	1 st Break: 10 min
	3:00 p.m. to 11:00 p.m.	Evening	Lunch (PAID):30 min
	11:00 p.m. to 7:00 a.m.	Night	2 nd Break:10 min

LETTER OF AGREEMENT #1

The two signatory parties of the present Collective Agreement agree on the following :

- 1) The job of "Shipping and Receiving" is included in the bargaining unit.
- 2) A job description will be prepared by the Employer.
- 3) Mr. Tom Chrysler will continue to hold the job.
- 4) The Employer will recognize as seniority all his accumulated service at Torrington and this notwithstanding article 9.09 of the Collective Agreement.
- 5) Mr. Chrysler will continue to participate in the same pension plan as the one he participates in at the present time.

SIGNED at Bedford this _____ day of April, 2002.

FOR THE UNION

FOR THE EMPLOYER

_Germain McCutcheon

_ Tom Jones

_ Daniel Lapointe

_ Claude Picard

_ Carole Nolin

_ Chantale Tremblay

_ Paul Morin

_ Claude Tremblay

LETTER OF AGREEMENT #2

The parties agree that a work schedule of twelve (12) hours per day for two (2) days be added to the existing work schedules. The wage earner shall be paid for a regular week of forty (40) hours plus two (2) wash periods of six (6) minutes each. Shift premiums are not applicable for this Agreement.

The weekend work shift is scheduled as follows:

One-shift schedule

Day	Start	Break	Lunch	Break	End
F	11:30 p.m.	2:30/2:40 a.m.	5:30/6:00 a.m.	8:30/8:40 a.m.	11:30 a.m.S
S	11:30 a.m.	3:30/3:40 p.m.	5:30/6:00 p.m.	8:30/8:40 p.m.	11:30 p.m.S

Two-shift schedule

Day	Start	Break	Lunch	Break	End
F&S	11:30 p.m.	2:30/2:40 a.m.	5:30/6:00 a.m.	8:30/8:40 a.m.	11:30 a.m. S&S
S&S	11:30 a.m.	3:30/3:40 p.m.	5:30/6:00 p.m.	8:30/8:40 p.m.	11:30 p.m. S&S

As for the holidays, they shall be paid regular rate in addition to the regular working hours.

SIGNED at Bedford this _____ day of April, 2002.

FOR THE UNION

FOR THE EMPLOYER

Germain McCutcheon

Tom Jones

Daniel Lapointe

Claude Picard

Carole Nolin

Chantale Tremblay

Paul Morin

Claude Tremblay

LETTER OF AGREEMENT #3

Given that it may become necessary to change work schedules;

Given that the parties wish to collaborate in the establishment of new work schedules when necessary;

Given that one of the parties shall advise the other of its intention to discuss a change in the work schedule by explaining the reasons for such modification;

The parties hereunder agree to form a joint committee including the Union, a wage earner from the concerned department and Employer representatives including the department supervisor.

The unique goal of this joint committee is to examine work schedule options and to make recommendations, which are subject to approval, to the Union and the Employer, in conformity with the provisions stated in Article 17.01 of the Collective Agreement.

Refusal by one of the parties to ratify the recommendation made by the committee shall be justified in writing.

SIGNED at Bedford this _____ day of April, 2002.

FOR THE UNION

FOR THE EMPLOYER

_Germain McCutcheon

_Tom Jones

_Daniel Lapointe

_Claude Picard

_Carole Nolin

_Chantale Tremblay

_Paul Morin

_Claude Tremblay

LETTER OF AGREEMENT #4

ASSISTANCE PROGRAM FOR EMPLOYEES

The Employer and the Union agree to cooperate in order to help wage earners with drinking and drug-addiction problems as well as various personal problems by offering an employee assistance program. Participation in the program is on a voluntary basis and is confidential.

Rev. 99

SIGNED at Bedford this _____ day of April, 2002.

FOR THE UNION

FOR THE EMPLOYER

_Germain McCutcheon

_Tom Jones

_Daniel Lapointe

_Claude Picard

_Carole Nolin

_ Chantale Tremblay

_Paul Morin

_Claude Tremblay

LETTER OF AGREEMENT #5

The two signatory parties to the present Collective Agreement hereby agree that the anniversary of confederation shall be celebrated on the following dates:

2002: July 1st

2003: June 30

2004: July 2

Rev. 02

SIGNED at Bedford this _____ day of April, 2002.

FOR THE UNION

FOR THE EMPLOYER

_ Germain McCutcheon

_ Tom Jones

_ Daniel Lapointe

_ Claude Picard

_ Carole Nolin

_ Chantale Tremblay

_ Paul Morin

_ Claude Tremblay

LETTER OF AGREEMENT #6

1. The present agreement applies to the department of machining.
2. This agreement modifies Articles 17 and 18, as well as Appendix E, only as specifically mentioned within the present agreement. Any other provision of the Collective Agreement that is not specifically modified in the present agreement continues to apply as provided for in the Collective Agreement.
3. It is agreed that a new work schedule of **eight (8)** hours per day **and five (5)** days per week, plus a schedule of **five (5)** days per week, which is made up of **four (4)** days of **nine (9)** hours, **one (1)** day of **four (4)** hours, be added to the regular work schedules already in force in the present Collective agreement.

The schedule will be established as follows:

Day:

Monday to Friday 7:00 a.m. to 3:30 p.m.

The schedule includes two (2) breaks of ten (10) minutes each, plus a non-remunerated mealtime period of thirty (30) minutes to be taken at the employee's convenience during his work shift.

Evening:

Monday to Thursday 4:00 p.m. to 1:00 a.m.

Friday 4:00 p.m. to 8:00 p.m.

The schedule includes two (2) breaks of ten (10) minutes each, plus a non-remunerated mealtime period of thirty (30) minutes to be taken at the employee's convenience during his work shift.

The purpose of this schedule is mainly to ensure continuous service in the maintenance department.

4. The wage earners of this department will be paid according to the hourly rate provided for in the Collective Agreement when they are on break (for the evening shift, this section applies also for the meal period).
5. The parties reserve the right, at all times, to put an end to this schedule by explaining to the other party, in writing, the reasons for this decision.

SIGNED at Bedford this _____ day of April, 2002.

FOR THE UNION

FOR THE EMPLOYER

_ Germain McCutcheon

_ Tom Jones

_ Daniel Lapointe

_ Claude Picard

_ Carole Nolin

_ Chantale Tremblay

_ Paul Morin

_ Claude Tremblay

LETTER OF AGREEMENT #7

Notwithstanding the provisions of Article 25, the parties agree to begin negotiations for the renewal of the Collective Agreement at the latest the first week of December 2004.

The renewal will be in force as of March 15, 2005.

Rev. 02

SIGNED at Bedford this _____ day of April, 2002.

FOR THE UNION

FOR THE EMPLOYER

_ Germain McCutcheon

_ Tom Jones

_ Daniel Lapointe

_ Claude Picard

_ Carole Nolin

_ Chantale Tremblay

_ Paul Morin

_ Claude Tremblay

LETTER OF AGREEMENT #8

Object: Methods governing the multi-purpose employees of the labor force pool

While renewing the collective agreement, the parties concluded to create a multi-purpose task to fill the needs of the temporary labor force in the plant.

1. Task Description

The parties understand that a new task description will be written in order to define the role and responsibilities of this task.

2. Salary

During the renewal, it was agreed that following the task evaluation, a checking-in would determine the salary rate.

3. Posting

When the company deems it necessary, all permanent jobs will be posted. To begin the experience, three jobs will be posted.

It is to be understood that certain available employees could be temporarily assigned to this task. No posting will be necessary for the temporary jobs.

4. Transfer

As stipulated in Article 10 of the collective agreement, transfer clauses do not apply for the assignment of multi-purpose employees.

5. Assignment

During the present collective agreement, the parties will implement a training and assignment plan for the pool personnel in order to assure an optimal coverage of operations.

This plan aims to optimize personnel training and will at no time limit the coverage of the entire operations.

New 02

SIGNED at Bedford this _____ day of April, 2002.

FOR THE UNION

FOR THE EMPLOYER

_ Germain McCutcheon

_ Tom Jones

_ Daniel Lapointe

_ Claude Picard

_ Carole Nolin

_ Chantale Tremblay

_ Paul Morin

_ Claude Tremblay

LETTER OF AGREEMENT # 9

The Employer and the Union agree to recognize, as regards obtaining the benefits provided for in the present Collective Agreement, spouses of the same gender, according to the clauses of the various regulations. The cohabitation period may, in no case, never be inferior to twelve (12) consecutive months, except when a provision is contrary to the law.

New 99

SIGNED at Bedford this _____ day of April, 2002.

FOR THE UNION

FOR THE EMPLOYER

_Germain McCutcheon

_Tom Jones

_Daniel Lapointe

_Claude Picard

_Carole Nolin

_Chantale Tremblay

_Paul Morin

_Claude Tremblay

LETTER OF AGREEMENT # 10

The present Letter of Agreement concerns on-the-job training (OJT). There will be a trainer and a replacement (if possible) for each work cell. This trainer (and replacement) will train new employees joining the cell. He/she ensures training follow-up, fills out the training form, participates in program improvement, participates in employee certification and reports to his/her supervisor.

Trainers and replacements are chosen by posting and their candidacy is evaluated by management according to four (4) predetermined criteria : a voluntary candidacy, communication abilities, availability for receiving the training and technical knowledge.

Should several candidates meet the requirements for one same cell, then seniority will prevail.

Each candidate will have to follow the training course and succeed. The accredited trainer will receive a bonus equal to five percent (5%) of his salary for the hours spent training a new employee. This training will be given uniquely during day and evening shifts. The trainer (and replacement) who has enough seniority to train during the day will be able to do so, otherwise training will be given during the evening.

In the case when a wage earner having more seniority than the current trainer is interested in becoming a trainer, he will be able to do so two (2) years after the nomination of the trainer currently in function and he will immediately be able to become the replacement, providing he meets the four (4) requirements mentioned in article (3) of this Letter of Agreement.

The parties reserve the right at all times to end this Letter of Agreement by notifying, in writing, the other party of the reasons for their decision.

For more details, refer to the attached documents (On-the-job training, corrected version dated January 23rd, 1997 and document B-15 ins.29, procedure regarding on-the-job training).

SIGNED at Bedford this _____ day of April, 2002.

FOR THE UNION

FOR THE EMPLOYER

_ Germain McCutcheon

_ Tom Jones

_ Daniel Lapointe

_ Éric Marceau

_ Carole Nolin

_ Claude Picard

_ Paul Morin

_ Chantale Tremblay

_ Claude Tremblay

LETTER OF AGREEMENT #11

The employer realizes the importance of integrating new employees. In this perspective, the company will allow a union representative to participate in the integration sessions of new employees. His role will be to introduce the union's current business; such as the role, the services, etc.

New 02

SIGNED at Bedford this _____ day of April, 2002.

FOR THE UNION

FOR THE EMPLOYER

_Germain McCutcheon

_Tom Jones

_Daniel Lapointe

_Claude Picard

_Carole Nolin

_Chantale Tremblay

_Paul Morin

_Claude Tremblay