

COLLECTIVE AGREEMENT

UNTIL MARCH 31ST, 2003

between

EMS TECHNOLOGIES CANADA, LTD.

21025 Trans-Canada Highway
Ste-Anne-de-Bellevue (Quebec)
H9X 3R2

hereinafter referred to as "the company"

and

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

hereinafter referred to as "the union".

The French version of this collective agreement is the official one.

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Article 1 – Purpose of the collective agreement

- 1.01 The purpose of this agreement is to promote harmonious relations between management and its employees represented by the union, to establish and maintain rates of pay and employment and working conditions that are fair and equitable for all, and to provide a prompt and fair way of settling any grievances that may arise between the parties hereto.

Article 2 – Scope and recognition

- 2.01 This agreement covers all employees in the following bargaining unit:

"All employees within the meaning of the Labour Code, save and except production employees, maintenance employees, non-resident technicians, personnel department employees, security guards, nurses, sales representatives, auditors, tax specialists, information systems personnel superior in grade and responsibility to computer analysts (programmer 3) and senior systems analysts, secretaries to the President, to a Vice-president, to directors, to managers reporting directly to the President or a Vice-president, to the Company Secretary, to the Assistant Company Secretary, to lawyers engaged as legal counsel, and to Financial Operations and Control Managers, and employees already covered by another certification order."

Location covered by this agreement:

21025 TransCanada Highway
Sainte-Anne-de-Bellevue (Quebec)
H9X 3R2

- 2.02 Management hereby recognizes the union as the exclusive bargaining agent for all employees included in the bargaining unit, in accordance with the Quebec Labour Code.
- 2.03 When one or both parties to this agreement renounces its right to use one or another of the provisions in this agreement, such a decision shall not constitute a precedent for the future application of the provisions herein, unless there is a mutual agreement to the contrary between the parties.
- 2.04 Any provision in this agreement that violates provincial or federal legislation shall be deemed null and void, without affecting the validity of the other provisions herein.

In the event that one or more provisions of this collective agreement are inferior to the relevant provincial or federal legislation, the legislative provisions shall become an integral part of this collective agreement when the section or sections of the relevant legislation is or are proclaimed.

Article 3 – Management rights

- 3.01 Subject to the express provisions of this agreement, the union recognizes that the supervision, management, operations and control of the business and operations of its plants are the exclusive responsibility of the company.

The company is also responsible for maintaining discipline and taking disciplinary action against employees, including suspension and discharge, for just and sufficient cause.

- 3.02 The union recognizes that the company has the right to adopt, amend or rescind any reasonable rule to be obeyed by employees, insofar as such rules do not conflict with the provisions of this collective agreement.

Employees concerned shall be informed of any new rules as they are introduced, and the union shall receive a copy of existing and future rules.

- 3.03 The union recognizes that the company has certain security obligations in its contracts with the government and agrees that nothing contained in this agreement is intended to place the company in violation of its security obligations to the government.

In the event that the Security Service Branch, Department of Supply and Services, or any other agency of the Federal Government of Canada responsible for security regulations advises the company that an employee is restricted from work on or access to classified information or material, that employee shall be kept on in a job that does not involve security restrictions, insofar as the conditions set out in article 8.11 permits.

As required, the company shall provide to all current and new employees who completed their probation period the application forms for security clearance. It is the responsibility of the employee to return the duly completed form as soon as possible to Human Resources who will forward it to the Department of Supply and Services.

Article 4 – No discrimination

- 4.01 The parties agree that neither the company nor the union and/or their representatives shall exercise any discrimination, coercion, intimidation or harassment against employees for any reason whatsoever. Every person is entitled to full and equal recognition and exercise of human rights and freedoms without distinction, exclusion or preference on the basis of race, colour, sex, pregnancy, sexual orientation, civil status, age except as provided for in law, religion, political convictions, language, ethnic or national origin, social condition, a handicap or the use of any means to offset a handicap.
- 4.02 It is agreed that the use of the masculine in this agreement includes the feminine, should the case arise.

Article 5 – Union representation

- 5.01 The company hereby recognizes that the union committee is authorized to handle any issue arising from this agreement or the application or interpretation of this agreement or any problem that occurs between management and employees or between management and union, including collective bargaining to renew this agreement.

In order to ensure the continuity of union representation, management shall recognize a substitute appointed by the union to replace a member of the union committee who is absent.

- 5.02 The union committee is composed of a president and four (4) committee members who shall not be scheduled for shifts other than day shifts, unless there is no other employee able to do the work.

In the event of a reduction in the current number of employees in the bargaining unit through layoffs or other means, the union committee will be composed in accordance with the following table:

more than 150 employees	=	4 members plus the president
from 110 to 149 employees	=	3 members plus the president
less than 110 employees	=	2 members plus the president.

- 5.03 The members of the union committee must perform the duties that their jobs entail. These members may interrupt their work, without loss of pay, and temporarily leave their work station, inside the establishment, to investigate grievances that may be raised and address issues related to the application of this collective agreement.

They must, however, obtain the authorization of their immediate supervisor or his designated representative. Such authorization shall not be unreasonably refused or delayed.

When a member of the union committee goes to a department other than his own, he must first report to the department head. The union committee member shall inform his own immediate supervisor as soon as he returns to his work station.

Moreover, members of the union committee shall not suffer any loss of pay while attending meetings or collective bargaining sessions with representatives of the company, including meetings and sessions convened by a conciliator or arbitrator.

- 5.04 After giving the company notice, national representatives of the union may participate in any joint meetings held on the company premises or elsewhere.
- 5.05 Union notices signed by the persons duly authorized to do so by the union shall be posted on the bulletin boards provided by the company for this purpose within twenty-four (24) hours of when the posting is requested. Three (3) boards are located in the location. The union undertakes to have such notices approved by the director of human resources or his representative. Authorization may not be unduly refused.
- 5.06 The company grants leave of absence to employees selected by the union to attend outside union activities related to the administration of the local or to participate in conventions, conferences, delegations or education seminars. No more than three (3) employees shall be granted such leave of absence. If such leave of absence is requested by the members of the union committee, the number may reflect the membership the committee as defined in article 5.02. Any leave of absence granted under this article shall not exceed a period of ten (10) working days and must be requested at least five (5) working days in advance. The total number of days of leave of absence provided in this paragraph shall not exceed fifty (50) days per year of collective agreement.

Moreover, the company shall grant each member of the union committee a maximum of eight (8) days to prepare for the renewal of this collective agreement, as required. This leave of absence shall be requested within the period of one hundred and twenty (120) days prior to the termination of the collective agreement.

The company shall not refuse to grant leave without pay for one (1) employee to perform full-time duties in the local, the national union, FTQ or CLC, unless it has valid grounds to do so. Such leave of absence shall not exceed one (1) year

unless it is extended by mutual consent.

- 5.07 In the case of leave of absence for union activities granted pursuant to article 5.06 of this agreement, with the exception of the longer assignment, management shall pay employees at their respective regular rates of pay for each hour of the said leave, and the union shall reimburse management for the full amount upon receipt of an invoice from management. Every three (3) months, on the first Monday of the month or on the 15th of the month at the latest, management shall send the union an invoice for the hours owed within such three (3) month period, i.e. from April 1st to June 30th, from July 1st to September 30th, from October 1st to December 31st, and from January 1st to March 31st. The union reimburses the amount owed within a maximum of ninety (90) days of receipt of the invoice.
- 5.08 Management agrees to pay into a special fund two cents (\$0.02) per hour per employee for all compensated hours during the life of this agreement for the purpose of giving members of the bargaining unit, who shall be chosen by the union, paid education leave to take courses designed to develop their knowledge and skills in all aspects of trade-unionism.

These payments shall be made on a monthly basis, starting as of when the collective agreement is signed and shall be paid into a trust fund established by the national CAW union. Management shall send remittances to Centre familial d'éducation TCA-Canada (CEP), 205 Placer Court, North York, Ontario, M2H 3H9.

It is further agreed that forty (40) person-days of leave without pay for courses, plus travelling time when necessary, will be granted to the selected candidates, leave being intermittent over a period of twelve (12) months from the first day of leave.

While employees are on leave, they shall continue to acquire seniority and other benefits.

- 5.09 Meetings between the union committee and company management for the purpose of discussing questions of mutual interest not covered by the grievance procedure shall be held at the request of either party. The party requesting the meeting shall spell out the issues to be discussed in an agenda submitted to the other party at least three (3) working days in advance. In an emergency, the provisions of this article shall not apply and the request for a meeting may be made orally.
- 5.10 The company shall supply a filing cabinet for the union's use, on company premises.

- 5.11 During the absences provided for in the present article, the concerned employees shall continue to accumulate seniority and benefit from all advantages provided for in the present agreement. Provisions of this article do not apply to employees on probation.
- 5.12 Any request for union leave under this article shall be submitted to the immediate supervisor, using the company form provided to this effect.

Article 6 – Union security

- 6.01 Any employee of the company who is a member in good standing of the union when the collective agreement is signed, as well as any employee who subsequently becomes a member in good standing, shall remain a member in good standing for the duration of this agreement as a condition of continued employment.
- 6.02 Any employee of the company who is not a member in good standing of the union when the collective agreement is signed, as well as any employee who is hired after the date on which this agreement is signed, must, as a condition of continued employment, become a member in good standing of the union within one (1) month of when the agreement is signed or at the end of the probationary period provided for in article 8.02, as the case may be, and so remain for the duration of this agreement.

In addition, the company agrees to have any new employee, after the date on which this agreement is signed, sign the union membership card and to deliver the card to the union once the employee starts his employment with the company. Any new employee shall be introduced to a representative of the union within a week of hiring.

- 6.03 Pursuant to the provisions of articles 6.01 and 6.02, management undertakes to deduct on each pay period an amount equal to the union dues from the pay of each employee covered by this agreement, plus initiation fees in the case of new employees, and to remit, monthly and as soon as possible but no later than fifteen (15) working days in the following month, a cheque for the total amount of these deductions to the financial secretary of the union. At the same time, management shall give the union the payroll list of employees for whom dues were checked off, as well as the name of any employees for whom the checkoff has ceased.

The list must include the following information: the employee's number, name and classification, salary rate, social insurance number and the reasons for which the checkoff has not been deducted. Management will supply concurrently the same information in a compatible electronic format, except for the reasons which will appear on the list only. If the data of both documents are not the

same, only the information appearing on the printed list will prevail.

Furthermore, management shall indicate the total amount of union dues deducted during a tax assessment year on employees' individual T4 and Relevé 1 slips.

The union shall advise management in writing of the amounts of union dues and initiation fees in accordance with the constitution and by-laws of the union. Any change in the amount shall take effect within thirty (30) days of management's receiving the said notice.

- 6.04 Management shall supply each employee with a copy of this agreement, and the union with thirty (30) copies. These copies shall be published in booklet form.
- 6.05 When the collective agreement is signed, and subsequently every two (2) months and in the first week of the month, management shall provide the union with the following lists of all employees in the bargaining unit :
- a) a list of all employees, in alphabetical order, indicating their:
 - names;
 - addresses;
 - telephone numbers;

 - b) a seniority list, in alphabetical order, indicating:
 - names;
 - employee numbers;
 - seniority dates in "date" format;
 - classification numbers;
 - rates of pay;
 - immediate supervisor (first level).

Furthermore, the Union shall be informed in writing at once of any modification, addition or deletion to said lists.

- 6.06 Management shall send the union a copy of all notices posted on the company's official bulletin boards that have a direct impact on employees' working conditions.
- 6.07 All documents to be transmitted to the union pursuant to this agreement shall be deposited in a box labeled as such in the Human Resources Department.
- 6.08 When the company changes the organization of management in a way that affects members of the bargaining unit, it shall advise the union in writing as the changes occur, so that there can be no doubt as to the lines of management for these employees.

Article 7 – Grievance procedure

7.01 Any grievance within the meaning of the Quebec Labour Code, including disciplinary sanctions or any other termination of employment, shall constitute an arbitrable grievance within the meaning of this collective agreement.

The parties agree that grievances shall be submitted and discussed as promptly as possible, during working hours and in accordance with the procedure provided below.

7.02 The grievance procedure is as follows:

7.02.1 *First step:* the employee shall discuss his grievance with his immediate supervisor so as to give the latter the opportunity to settle the problem. The employee may or may not be accompanied by a member of the union committee. The immediate supervisor shall respond within two (2) working days following the discussions. In the event that the response of the immediate supervisor is not satisfactory for the employee, he may take advantage of the next step.

7.02.2 *Second step:* The written grievance must be signed by the employee and submitted to the immediate supervisor or his delegate within fifteen (15) working days of the event giving rise to the grievance or within fifteen (15) working days of the day the employee or the union becomes aware of it. The employee must be accompanied by a member of the union committee.

The immediate supervisor shall reply in writing to the union and copy the employee within five (5) working days of receiving the grievance.

In the event that the response of the immediate supervisor is not satisfactory, the union committee may take advantage of the next step.

7.02.3 *Third step:* The written and signed grievance is submitted by a member of the union committee to the line superior of the immediate supervisor and copied to the Manager, Labour Relations within five (5) working days of the response provided at the second step. The employee may or may not be accompanied by a member of the union committee.

Management may convene the employee, accompanied by a union committee member, to a meeting in order to discuss the grievance.

Management shall respond in writing to the union and copy the employee within five (5) working days of receipt of the grievance or the date of the meeting, as applicable.

In the event that the response of the immediate supervisor is not satisfactory, he may take advantage of the next step.

7.02.4 *Fourth step*: The union shall submit the grievance in writing to the designated arbitrator provided in article 7.06 within fifteen (15) working days of the response provided in 7.02.3 and copy the manager of labour relations.

7.03 If the grievance involves a number of employees from the same department or from different departments, or if the grievance involves a suspension, discharge or any other form of termination of employment, the union must file the written grievance signed by the employee(s) directly at the third step (7.02.3) within ten (10) working days of the event giving rise to the grievance or following the day the union becomes aware of it.

7.04 All agreements reached at any step of the grievance procedure shall be final and binding on the company, the employee or employees concerned, and the union. Such agreements shall be confirmed in writing between the parties.

7.05 The time limits and the steps provided in this article are mandatory, unless the parties otherwise agree in writing.

7.06 The parties agree that for the life of this agreement, the following arbitrators are nominated to hear by turns any grievance brought to arbitration:

Claude Foisy
Marc Boisvert
Marc Gravel

If the above mentioned arbitrators cannot hear the grievance(s) submitted to them within twelve (12) months following the submission to arbitration, the parties may agree on the choice of another arbitrator within fifteen (15) days following the reception by both parties of the notice stating that the designated arbitrator cannot proceed with the grievance that was submitted to him.

If the parties cannot agree on the choice of an arbitrator, they may ask the Minister of Labour to choose one as per the Labour Code.

7.07 The arbitrator may only interpret or apply the provisions of the collective agreement and may not under any circumstances add to, remove from or amend the said agreement. When the incident giving rise to the grievance entails a loss of earnings and/or other benefits, the arbitrator shall have jurisdiction to order that such a loss be reimbursed or made good in whole or in part. He may further order the payment of interest at the legal rate on the amounts due pursuant to his award from when the grievance was filed. In a case of discipline, discharge or

any other form of termination of employment, the arbitrator shall have the power to uphold, reduce or cancel the penalty, as he deems fair and equitable under the circumstances.

- 7.08 In cases of disciplinary measures or discharge, or administrative discharge, the burden of proof shall lie with the company.
- 7.09 The arbitration award shall be final and binding on the parties and take effect on the date stipulated by the arbitrator.
- 7.10 The arbitrator's expenses and fees shall be borne equally by the parties to this agreement.
- 7.11 The time limits set out in articles 7.02, 7.03 and 7.06 may be extended by mutual consent. A time limit mentioned at the various steps of the grievance procedure shall begin as of the working day following the date of the event or the date the event giving rise to the grievance became known.

Article 8 – Seniority

- 8.01 For the purposes of this agreement and unless there are provisions to the contrary herein, "seniority" shall mean the length of service in the bargaining unit.
- 8.02 An employee shall acquire seniority rights as of the date he completes sixty (60) days of continuous work in the bargaining unit. At the end of this probationary period, his seniority shall be calculated retroactively to his date of hiring in the bargaining unit.

The grievance procedure shall not apply in case of termination during the probationary period.

- 8.03 When an employee with acquired seniority rights is absent from work on a leave of absence, disciplinary suspension or for illness or an accident, his seniority shall continue to accumulate unless stipulated otherwise elsewhere in this collective agreement. During these periods, he shall be deemed to be the incumbent of a job in his classification. Upon returning to work, he shall resume this job. However, an employee absent for any of the above mentioned reasons for a period of six (6) months or more shall be reinstated in a job when he returns to work.
- 8.04 When an employee is laid off, he shall continue to accumulate seniority for as long as his name appears on the recall list.
- 8.05 When an employee is transferred to a job excluded from the bargaining unit for a cumulative period of six (6) months, his seniority shall be interrupted but not lost

unless of mutual agreement between the parties to the contrary. When the maximum cumulative period is over, his seniority is lost.

- 8.06 The seniority list of all employees currently in the bargaining unit has been approved by both parties and may not be changed except as stipulated in this article.
- 8.07 When two or more employees have the same seniority date, their names shall appear on the seniority list in the order determined by drawing lots, to be done in the presence of the union.
- 8.08 An employee shall lose his seniority rights, his service and his job:
- a) when he resigns from his job;
 - b) when he is discharged for just and sufficient cause and when this measure is not cancelled or modified by the parties or an arbitrator;
 - c) when he fails, except as stipulated in Appendix "B", paragraph d), to advise management within three (3) working days of his intention to report to work and when he fails to report to work within fifteen (15) working days of adequate recall notice sent by management to his last known address on record in company files; copy of such notice must be given simultaneously to the union; the provisions of this article shall not apply when the employee provides a satisfactory reason for not having informed management of his intention to report for work or not having reported for work within the time required;
 - d) when he has been laid off for lack of work for a period of time equal to his seniority at the time such layoff begins, up to a maximum of thirty-six (36) consecutive months;
 - e) when he is absent from work for more than three (3) consecutive working days, without permission or without providing the company with a satisfactory reason for his absence. Any decision by management may be contested in accordance with the grievance procedure.
- 8.09 When employment is terminated for reasons other than discharge, the company must give the employee minimum notice to this effect or, failing such notice, the equivalent pay, according to the schedule below:

Length of continuous employment when laid-off	Minimum Layoff Notice
Probation completed but less than five (5) years	Two (2) weeks
Five (5) years but less than ten (10) years	Four (4) weeks
Ten (10) years or more	Eight (8) weeks

The minimum notice required may be extended by the company for a maximum duration of time equal to the minimum notice.

A copy of this minimum notice or any extension must be sent to the union at the same time.

The company shall inform the union in writing of any imminent layoffs.

Employees who wish to resign from the company must give a two (2) week notice.

- 8.10 When a staff reduction is necessary in a department, the employee who has not yet acquired seniority rights shall be the first to be laid off in the classification affected by the reduction.

If there is a further reduction in staff in a department, the employee with the least seniority in the classification affected shall then be laid off, unless the employees remaining at work do not have the qualifications and capacities to meet the normal requirements of the work to be done.

- 8.11 When an employee receives a layoff notice, he shall have the following choices:

- 1) he shall be entitled to accept the layoff and have his name on the recall list. In this case, the provisions of the Unemployment supplemental benefits program shall apply as provided for in Appendix D of the collective agreement;
- 2) he shall be entitled to another job on the following conditions and in the following order:
 - a) to fill a vacancy in the same pay grade, provided that he is or becomes capable of doing the necessary work during the trial period the length of which is equal to that provided for in article 8.02;
 - b) to bump the employee with the least seniority in the classification affected, provided that he has the abilities and skills to do the work within a

familiarization period of no more than thirty (30) days worked;

- c) to bump the employee with the least seniority in the same pay grade, provided that he has the abilities and skills to do the work within a familiarization period of no more than thirty (30) days worked;
- d) to fill a vacancy in a lower pay grade, provided that he is or becomes capable of doing the work required during the trial period the length of which is equal to that provided for in article 8.02;
- e) to bump the employee with the least seniority in a lower pay grade, provided that he has the abilities and skills to perform the work within a familiarization period of no more than thirty (30) days worked.

When an employee has been accepted to fill a job under the above mentioned provisions, management may extend the familiarization period, taking into account the following factors:

- the complexity of the work;
- the employee's record of service.

Such consideration is reserved for employees with more than ten (10) years of service, and shall not, under any circumstances, exceed twenty-two (22) days worked.

- 3) prevails himself of the development opportunity by following an academic training in a recognized educational institution which is related to the company's activities; he will therefore receive for one (1) semester, in addition to the PSC, a supplemental benefit of \$30.00 per week of training. In addition, provisions of Memorandum of Agreement #3 - Tuition Fees shall apply.

However, he will have to provide a proof of passing the required exams (intermediate and final). In case of failure, the company reserves the right to deduct the supplemental amount added to the PSC already paid from the remaining PSC payments.

- 8.12 With a view to maintaining continuity in union representation, members of the union committee shall always be deemed to have the most seniority in the event of layoff. This article shall also apply to the safety representative if he is a member of this bargaining unit.

- 8.13 Management must establish a recall list and keep it up to date, and provide the union with a copy of this list when it sends the seniority list.

The recall list shall include the names of all employees with acquired seniority

rights who are laid off because of staff reduction, along with their classifications when they were entered on the recall list pursuant to article 8.14.

Names of employees laid off before the signing of this collective agreement shall be added to the recall list. Their recall right shall be the one acquired at the time of their layoff.

- 8.14 The name of an employee who is laid off, transferred or bumped from his classification because of a layoff shall be entered and kept on the recall list for a period of time equal to his seniority at the time of such layoff, transfer or bumping, up to a maximum of thirty-six (36) months from the date of the layoff, transfer or bumping.

Before proceeding with the hiring of supernumerary employees under Memorandum of Agreement #6, the company will first offer the position to employees on the recall list in accordance with the provisions of article 8.15 b).

An employee recalled to work under Memorandum of Agreement #6 for a period not exceeding six (6) months will not receive a layoff notice if the scheduled last day of the recall is cited on the recall notice, including all extension notices. If the last day of recall is not cited, the employee will receive a one (1) week layoff notice. Recall rights will be extended for a duration equivalent to the number of days worked.

An employee recalled to work under Memorandum of Agreement #6 for more than six (6) months will receive a layoff notice as provided in article 8.09. Recall rights will be extended for a period equal to his seniority up to a maximum of thirty-six (36) months.

An employee who is laid off while on leave of absence, sick leave or accident leave shall be entered on the recall list as of the date the layoff occurs. However, the employee shall continue to be eligible for the company's fringe benefits plan for as long he is qualified to receive such benefits.

- 8.15 Recall to work:

Should there be an expansion in staff, the following procedure shall apply in the following order:

- a) employees whose names appear on the recall list and who, on the date when the need for additional staff is decided are actively employed by the company in a classification obtained as a result of bumping rights exercised in accordance with article 8.11, shall be recalled to the classification from which they were laid off by order of acquired seniority rights, unless they cannot do the work satisfactorily.

- b) employees on layoff whose names appear on the recall list shall be recalled to their former jobs or to an equal or lower classification according to the said recall list and by order of seniority, providing that they can do the work satisfactorily.

8.16 An employee whose name is on the recall list may refuse to return to work without losing his seniority for the following reasons:

- a) if he is recalled for a temporary period of not more than three (3) months;
- b) if he is recalled to a classification other than his classification at the time he was laid off, but in the same pay grade;
- c) if he is recalled to a classification that is less well paid than his classification when he was laid off; or
- d) if he is unable to return to work because of illness or injury.

An employee who refuses a recall pursuant to paragraphs (b) or (c) above shall no longer be eligible for recall to that classification.

8.17 Vacant Position - Promotion - Transfer - Posting

- a) For the purposes of this collective agreement, a vacant position is a position without an incumbent which the company decides to fill and for which and in the following order: no employee has been promoted or laterally transferred, or for which no employee has recall rights;
- b) Any vacant position (including any new classification) not filled in accordance with paragraph (a) shall be posted for five (5) working days.
- c) Among employees who applied for the job, the employee who meets best the qualifications and requirements established by the company shall be chosen for the job. If, among the applicants, more than one candidate has the necessary qualifications and requirements, the most senior employee shall be chosen.
- d) The employee chosen in accordance with paragraphs (a) and (c) shall undergo a trial period equal to that provided in article 8.02, after which the employee is confirmed in the new position or returned to his/her former job.
- e) However, applications by employees who have not completed their probation period in their current job shall not be considered unless these

employees hold their current job as a result of exercising their bumping rights pursuant to article 8.11.

- f) Normally, any vacant position thus posted must be filled within sixty (60) calendar days following the end of the posting period.
- g) Management shall inform the employees who applied of its decision.

8.18 When an employee withdraws his application before the final selection, such action is without prejudice to any future exercise of his acquired seniority rights.

8.19 Subject to the application of paragraph 8.17 d), an employee who, pursuant to the application of this article, is transferred, promoted or chosen in accordance with 8.17 c) may, within thirty (30) working days of the transfer, promotion or assignment to the job, elect to return to his previous position provided that the incumbent of the said position has less seniority. Otherwise, he is considered as being bumped. It is agreed that this article will apply only once per agreement year per employee.

Article 9 – Discipline

9.01 Any employee who so requests may consult his file, which includes formal warnings and all disciplinary actions, in the office of the Human Resources Department.

The union may use this right for any employee involved in an unresolved grievance pertaining to disciplinary sanctions.

9.02 During a disciplinary interview, the employee shall be accompanied by a member of the union committee.

The reasons for all disciplinary measures (letter, suspension, discharge) are confirmed in writing to the employee concerned with a copy to the union at the time they are imposed or as soon as possible thereafter.

In case of suspension or discharge, the employee concerned may meet with a member of the union committee before leaving the premises.

However, no disciplinary actions may be recorded against an employee or used against him at any time unless the said employee and the union are so informed, in writing, within fifteen (15) working days of the date on which the company becomes aware of the incident or event that gave rise to the disciplinary action.

9.03 An employee who signs a notice pertaining to a disciplinary case shall do so only to acknowledge that he has been informed of the case, and the act of signing

such a document shall not in any way constitute an admission of guilt.

- 9.04 Any disciplinary document recorded against an employee shall be kept in his file for a period of twelve (12) months. Once this period is over, the disciplinary documents cannot be used against him, except as stipulated hereinafter.

A disciplinary document shall be kept in the employee's file if he commits a subsequent breach of discipline for a period of twelve (12) months from the last incident for which he was disciplined.

- 9.05 No downgrade shall be imposed at any time for disciplinary reasons.

Article 10 – Health and safety

- 10.01 a) Management recognizes its obligation to provide employees with a safe, healthy and clean work environment and must take all necessary steps to protect the health and safety of employees during work hours.
- b) The union recognizes its obligation to cooperate in promoting good health and safety practices amongst employees in the bargaining unit.
- c) The employees recognize their obligation to follow the provisions of section 49 of the Loi sur la santé et sécurité du travail.

10.02 Management shall:

- a) supply and look after free of charge all individual protective equipment, devices and clothing (including safety footwear) required by the health and safety committee or by government laws and regulations.
- b) without restricting the general nature of the preceding, continue to supply and look after free of charge all occupational health and safety clothing and devices that it already provides for employees on the date this agreement is signed.
- c) supply the eye protection devices approved by the health and safety committee in the places designated by the said committee. When an employee requires prescription glasses in order to comply with the above-mentioned stipulations, management shall reimburse the full costs;
- d) upon reasonable prior notice, allow the employees who are members of the Health and Safety Committee, where mandated by the latter Committee, access to all company facilities where unionized employees are employed for the purpose of health and safety inspections and investigations.

- 10.03 a) The company recognizes a Health and Safety Committee composed in part of two (2) union members. The committee will meet every three (3) months, or more frequently if necessary, provided all of the members are in agreement.
- b) The union members of the Health and Safety Committee shall be paid at the applicable rate for time spent in Health and Safety Committee meetings during regular working hours.
- c) The union members of the Health and Safety Committee are entitled to the time needed to fulfil their obligations under this agreement and the relevant Quebec legislation.
- 10.04 The duties of the health and safety committee are those listed in section 78 of the Act respecting Occupational Health and Safety Act, as well as any other duties decided upon by the said committee.
- 10.05 Union members of the health and safety committee shall choose the safety representative and his role shall be that defined in section 90 of the act.

Article 11 – Job security

11.01 The company undertakes not to permit an employee excluded from the bargaining unit described in article 2.01 to do any work or operation normally done by an employee belonging to the bargaining unit, except for purposes of instruction, test work, training or emergencies.

When test work is done pursuant to the provisions of the first paragraph, employees belonging to the bargaining unit shall be involved insofar as possible for the purpose of furthering their knowledge and participation.

11.02 If the company decides to transfer all or some of its operations from its current facilities in Ste-Anne-de-Bellevue to another location within Quebec during the life of this agreement, the company shall give the president of the union as much prior notice as possible, and no less than sixty (60) days under any circumstances. Furthermore, the company shall do everything it can to provide equivalent work for employees assigned to the new site of operations.

11.03 Contracting out shall be done for valid business reasons and not for the purpose of reducing the work normally done by employees in the bargaining unit.

11.04 In the event of technological changes that might affect one or more employees, the company shall inform the union committee as soon as possible but under no circumstances within less than **two (2) months**. The union committee and

representatives of the employer shall meet to discuss the potential impact on employees and the most appropriate measures to facilitate the adaptation of employees.

Article 12 – Rates of pay and jobs

- 12.01 All classifications and the corresponding rates of pay approved by the parties are listed in Appendix A appended to and included as part of this agreement.
- 12.02 Each employee shall be paid at the rate of pay set out in Appendix A for his classification.
- 12.03 Employees shall be paid either by cheque or by bank deposit every two (2) weeks. The amount of pay shall include overtime and shift premiums for the time worked up until the end of the previous pay period.
- 12.04 If a new classification is created or an existing classification is substantially altered during the life of this agreement, the corresponding rate of pay shall be set by management, which shall notify the union in writing. If the union does not agree with the set rate of pay, it may file a grievance at the third step within ten (10) working days of the date of receipt of the company's notice, and, if necessary, to arbitration. Pay set by mutual consent or by the arbitrator shall be paid retroactively to the date when the classification was created or altered. Appendix A shall be automatically amended to include the classification and the corresponding rate of pay.
- 12.05 Once the rate of pay has been finally decided in accordance with the provisions of article 12.04, a new classification shall be deemed to be vacant and the provisions of article 8.17 shall apply if the rate set represents an increase in rates.
- 12.06 Any employee may be temporarily transferred from his job classification to another for the purpose of replacing an employee who is absent, to avoid short-term layoffs or recalls (or both), to meet requirements at a peak period or to promote versatility, on the condition that:
- a) in case of a replacement, the temporary transfer shall be limited to the period of absence of the replaced employee;
 - b) in any application of the provisions of article 8.17, experience acquired by the employee temporarily transferred pursuant to this article cannot be cited to his advantage to the detriment of employees with more seniority, unless the transfer lasts more than six (6) months;
 - c) no employee normally assigned to the job be laid off while a transferred

employee is temporarily assigned to the said job. This paragraph does not apply if the laid-off employee refuses the recall.

- 12.07 Any employee temporarily transferred from his job to another with a higher rate of pay shall receive the higher rate in accordance with the procedure established in Appendix A-1, article F.
- 12.08 Any employee temporarily transferred at the employer's request from his job to another with a lower rate of pay shall continue to be paid the rate for his regular classification.

Article 13 – Cost-of-living adjustment in pay

- 13.01 Each employee governed by this agreement shall receive a cost-of-living allowance as established in this article, providing that his total salary (including the cost-of-living allowance) does not exceed the maximum of his classification plus the cost-of-living allowance. The cost-of-living allowance shall not exceed \$45 bi-weekly.
- 13.02 The cost-of-living allowance shall be increased or decreased according to the fluctuations of the Consumer's Price Index, but under no circumstances shall the salaries be lower than those provided in Appendix A.
- 13.03 a) In addition to the rate of pay provided in Appendix A, the employees shall receive an allowance of forty cents (\$0.40) weekly for each ninety-four thousandth (.094) of point increase in the Consumer's Price Index (1986 = 100), as published by Statistics Canada.
- b) The basis of the allowance provided in paragraph 13.03 a) is the November 1999 index.
- 13.04 The first adjustment of the cost-of-living allowance shall be made on April 1st, 2000, based on the February 2000 index published by Statistics Canada, compared with the November 1999 index. Afterwards, adjustments shall be made once per trimester and shall be effective as of the first (1st) of July, October, January and April of each year.
- 13.05 As of April 1st, 2000 and in accordance with Appendix A and Appendix A-1, an amount of forty-five dollars (\$45.00) representing the cost-of-living allowance payable as of January 1st, 2000 according to the previous collective agreement will be included in the salary range in effect as of April 1st, 2000.
- 13.06 If Statistics Canada changes the formula or the calculation basis of the official consumer's price index for Canada, or if Statistics Canada stops publishing the index, the parties agree to ask the Minister of Industry and Commerce of Canada

to provide, for the duration of this agreement, a monthly consumer's price index in accordance with the present formula and calculated on the same basis as the November 1999 index.

Article 14 – Hours of work, shift work and overtime

14.01 The normal work week for employees covered by this agreement shall be thirty seven and a half (37.5) hours from Monday to Friday, and no more than seven and a half (7.5) hours a day.

14.02 a) Regular hours of work, as provided in article 14.01, shall be as follows:

08h00 to 16h30

This shift includes one unpaid hour of mealtime.

b) 16h00 to 00h00

00h00 to 08h00

These shifts include one unpaid half-hour for mealtime.

14.03 When the work schedule of an employee is modified for more than thirty (30) minutes from the regular work schedule, the hours of work may be changed by mutual consent between the company, the union and the employee concerned.

14.04 When more than one shift becomes necessary in a given operation, a system of shift rotation every four (4) weeks shall be set up, unless there is mutual agreement to the contrary between the parties, and the principle is recognized that each employee involved shall rotate from one shift to another in turn for equal lengths of time. Unless there are exceptional circumstances, employees involved shall be notified two (2) weeks in advance of their respective calendars of rotation.

14.05 Any employee assigned to the evening shift shall receive a shift premium of eight per cent (8%) per hour worked, on top of his regular rate of pay. Any employee assigned to the night shift shall receive a shift premium of ten per cent (10%) for each hour worked on top of his regular rate of pay.

14.06 Any work done outside the hours of work provided in article 14.02 shall be paid as follows:

a) from Monday to Friday: from 37.5 to 40 hours inclusively – straight time
(1)
from Monday to Friday: over 40 hours - time and a half (1 ½)

- b) Saturday:
 - time and a half (1 ½)
- c) Sunday:
 - time and a half (1 ½)
- d) a statutory holiday listed in article 15:
 - double time (2), plus regular pay for the holiday.

This article does not apply under the circumstances established in article 14.03.

14.07 For the purpose of the provisions in article 14.06 a), a continuous period of overtime shall be treated as part of the time of day during which the said continuous period begins.

14.08 All overtime shall be voluntary and employees shall cooperate with the company in order to meet deadlines.

However, if the company cannot obtain the number of qualified employees needed to perform the required overtime work on a voluntary basis, the required employee(s) with the least seniority in the department shall perform the work.

14.09 Overtime must be authorized by the employee's supervisor. Except in unforeseen circumstances, employees shall be notified of the need to work overtime before noon on the day preceding the day when overtime is needed.

14.10 The union shall do its best to inform management at least forty-eight (48) hours in advance of calling a general meeting, and management shall not schedule overtime during such a meeting except in emergencies.

14.11 No employee shall be called in to work less than twelve (12) hours after the end of his last period of work, except in emergencies. In no circumstances shall an employee be called in to work less than eight (8) hours after the end of his last period of work.

14.12 Any employee who has left the company premises after having completed his regular hours of work who is called back to work to do work above and beyond his regular hours of work shall be paid at the applicable rate for a minimum of three (3) hours of work or for three (3) hours even if they are not worked, at the applicable rate. The same minimum shall apply in the case of an employee called into work on Saturday, Sunday or a statutory holiday, unless the request is made in accordance with article 14.09.

14.13 Any employee who reports for work at the time scheduled in his regular hours for

any workday without having received prior notice that he should not come in, and for whom there is no work available, shall be paid for four (4) hours at his regular basic hourly rate.

14.14 Employees shall be permitted to consume refreshments at their work station in the morning and the afternoon. As well, employees working in "restricted areas" shall have two fifteen-minute rest periods every day, one towards the middle of the first half of their day and the other towards the middle of the second half of their day.

14.15 Lieu Time Bank

- a) The company agrees that employees shall have the option of having their authorized overtime paid or accrued in a carry-over time bank. Hours in the bank may be used for taking time off with pay at the employee's base hourly rate. Overtime hours are paid either at straight time, or at time and a half (1 ½), or at double time (2) as provided in article 14.06, or are accrued in the lieu time bank at straight time or at time and a half (1 ½), as applicable.
- b) The employee may bank his/her authorized lieu time for a week, up to a maximum of twice the duration of the normal work week, such hours being renewable.
- c) In case of termination of employment, the employee will be paid for his credited overtime as provided above.
- d) The employee shall report on his time sheet the hours he wishes to charge in his lieu time bank, using the appropriate overtime code, and indicate in the next column the number of hours to be banked.

When taking the time off, the employee shall use the charge code "LIEU" on his time sheet, which will debit the number of hours used from the lieu time bank.

- e) Time off must be mutually agreed upon by the employee and his immediate supervisor taking into account operational requirements.

Article 15 – Statutory holidays

15.01 The following statutory holidays are not worked and are paid at the rate of one (1) day at the employee's regular rate of pay:

April 21 st , 2000	April 13 th , 2001	March 29, 2002
May 22 nd , 2000	May 21 st , 2001	May 20 th , 2002
June 24 th , 2000	June 24 th , 2001	June 24 th , 2002
July 1 st , 2000	July 1 st , 2001	July 1 st , 2002
September 4 th , 2000	September 3 rd , 2001	September 2 nd , 2002
October 9 th , 2000	October 8 th , 2001	October 14 th , 2002
December 25 th , 2000	December 24 th , 2001	December 24 th , 2002
December 26 th , 2000	December 25 th , 2001	December 25 th , 2002
December 27 th , 2000	December 26 th , 2001	December 26 th , 2002
December 28 th , 2000	December 27 th , 2001	December 27 th , 2002
December 29 th , 2000	December 28 th , 2001	December 28 th , 2002
January 1 st , 2001	December 31 st , 2001	December 31 st , 2002
January 2 nd , 2001	January 1 st , 2002	January 1 st , 2003

as well as any other day proclaimed as a statutory holiday to be observed as such by law or decree.

Moreover, Heritage Day shall be recognized as a statutory holiday if so decreed by the Government of Quebec.

15.02 When any of the above-mentioned statutory holidays falls on a Saturday or a Sunday, it shall be observed the previous Friday or following Monday, respectively, for the purposes of this agreement.

15.03 If federal, provincial or municipal authorities proclaim that one of the above-mentioned holidays is to be celebrated on another day, the provisions of this article shall then apply to the day specified in the proclamation.

Article 16 – Annual vacations

16.01 An employee with less than one (1) year of service on June 1st of the current year shall be entitled to paid vacation leave of one (1) day per month of service, up to a maximum of ten (10) working days. Pay for this vacation leave shall be equivalent to four per cent (4%) of the employee's gross earnings during the twelve (12) month period preceding June 1st of the current year.

16.02 An employee who has completed one (1) year of service but less than three (3) years on June 1st of the current year shall be entitled to two (2) weeks of paid vacation leave annually. His vacation pay shall be equivalent to four per cent (4%) of his gross earnings during the twelve (12) month period preceding June

1st of the current year, or two (2) weeks of salary at his regular rate of pay at the time he goes on vacation, whichever is greater.

- 16.03 An employee who has completed three (3) years of service but less than ten (10) years on June 1st of the current year shall be entitled to three (3) weeks of paid vacation leave annually. An employee who subsequently completes three (3) years of service during the current year shall then become entitled to the third (3rd) week of vacation leave. Vacation pay shall be equivalent to six per cent (6%) of the employee's gross earnings during the twelve (12) month period preceding June 1st of the current year or three (3) weeks of salary at his regular rate of pay at the time he goes on vacation, whichever is greater.
- 16.04 An employee who has completed ten (10) years of service but less than twenty (20) years on June 1st of the current year shall be entitled to four (4) weeks of paid vacation leave annually. An employee who subsequently completes ten (10) years of service during the current year shall then become entitled to the fourth (4th) week of vacation leave. Vacation pay shall be equivalent to eight per cent (8%) of the employee's gross earnings during the twelve (12) month period preceding June 1st of the current year or four (4) weeks of salary at his regular rate of pay at the time he goes on vacation, whichever is greater.
- 16.05 An employee who has completed twenty (20) years of service but less than thirty (30) years on June 1st of the current year shall be entitled to five (5) weeks of paid vacation leave annually. An employee who subsequently completes twenty (20) years of service during the current year shall then become entitled to the fifth (5th) week of vacation leave. Vacation pay shall be equivalent to ten per cent (10%) of the employee's gross earnings during the twelve (12) month period preceding June 1st of the current year or five (5) weeks of salary at his regular rate of pay at the time he goes on vacation, whichever is greater.
- 16.06 An employee who has completed thirty (30) years of service or more on June 1st of the current year shall be entitled to six (6) weeks of paid vacation leave annually. An employee who subsequently completes thirty (30) years of service during the current year shall then become entitled to the sixth (6th) week of vacation leave. Vacation pay shall be equivalent to twelve per cent (12%) of the employee's gross earnings during the twelve (12) months preceding June 1st of the current year or six (6) weeks of salary at his regular rate of pay at the time he goes on vacation, whichever is greater.
- 16.07 For the purposes of this article, the word "service" shall include any period during which an employee accumulates seniority, as well as any other period during which he works for the company outside the bargaining unit.
- 16.08 When the company decides to shut down partly or completely for annual vacations, an employee's vacation leave shall be scheduled during the period

when the company is shut down, insofar as is possible. The said period of closing shall be in July and/or August each year. The employees shall be informed of the shutdown period as soon as possible but no later than April 1st of the current year.

If the company does not shut down, vacation leave with the exception of periods of more than two (2) weeks shall be taken between Quebec's National Holiday and Labour Day at the time chosen by the employee, taking into account the requirements of the work.

16.09 Vacation leave must be taken between June 1st of the current year and May 31st of the following year. Vacation periods shall be chosen in order of employee's seniority, taking into account, however, production requirements.

16.10 In the event of a conflict between employees over the choice of given vacation period, seniority shall determine which employee has priority in choosing, with the employee with the most seniority having first choice, and so on.

16.11 The vacation list shall be posted before June 1st of each year and shall not be modified during the last three (3) months preceding the vacation date. Should the company modify the list between the third (3rd) and the first (1st) months prior to the vacation date, it shall reimburse cancellation costs incurred by an employee, upon presentation of a voucher or receipt.

Vacations cannot be modified during the month preceding the date when they begin, except by mutual consent.

16.12 Vacations are not cumulative and no remuneration shall be paid in lieu of vacations.

Notwithstanding the above, an employee who before the planned start of his annual vacation is prevented from taking some or all of his vacation leave because of illness or an accident substantiated by a medical certificate may defer days of vacation to his vacation period the following year unless he is able to take them during the current vacation year.

16.13 An employee must receive his vacation pay for the amount due for the vacation leave that he is taking at that time before going on vacation.

16.14 If any of the statutory holidays contemplated in article 15 occur during an employee's vacation leave, the said employee shall be entitled to one regular, consecutive day of vacation paid at his regular rate of pay for each of the said statutory holidays.

16.15 In the case of an employee whose employment is terminated during a current

vacation year, management shall pay the employee all vacation pay accumulated but not used to which the employee would otherwise be entitled pursuant to articles 16.01 to 16.07 inclusively. As well, management shall pay the employee concerned the appropriate percentage of his earnings since the last June 1st previous that would otherwise be accumulated for vacation leave the following year.

Article 17 – Leave of absence

17.01 Management shall consider any request by an employee for leave of absence without pay for personal reasons. Such leave shall not exceed twelve (12) months. No such request shall be unduly refused. The employee may decide to continue his/her insurance coverage (except for short-term and long-term disability insurance) during the leave of absence, at his/her own expense.

Any employee on authorized personal leave of absence may return to work before the end of his leave on the condition that there is work available pursuant to article 8.03 and after giving management written notice of his intentions fifteen (15) days in advance.

17.02 In the event of the death of an employee's current spouse, or of his father, mother, stepfather or stepmother, brother-in-law or sister-in-law, or of the father, mother, stepfather or stepmother of his current spouse, or of his grandfather or grandmother, or of his child or the child by a former union of his current spouse on the condition that the child now live with the employee, or of a brother or sister, management shall grant the employee concerned three (3) working days of bereavement leave paid at his basic hourly rate. Should one or more of the above-mentioned days coincide with annual vacation leave, a paid statutory holiday or leave of absence, the day or days shall not be paid as bereavement leave.

An employee notified at work of the death of one of the above-mentioned relatives may leave work, before the end of his shift without any loss of pay.

In the event of the death of a grandfather or grandmother of an employee's current spouse, or of an employee's brother-in-law or sister-in-law or grandchild, management shall grant the employee concerned one (1) day of leave paid at his basic hourly rate to attend the funeral if it occurs on a regular working day.

In the event of the death of a spouse, child, spouse's child, mother or father, the employee is entitled, upon request, to an additional leave without pay of five (5) work days.

17.03 The company shall pay an employee who is called for jury duty or subpoenaed to testify in court and who is not an interested party the amount corresponding to

the difference between what the employee receives as a juror or a witness in court and the amount he would have received for the regular hours of work during which he was required to be absent from his regular shift; however, he shall not be compensated for more than eight (8) hours per day, five (5) days per week, at his regular hourly rate. The employee shall be entitled to such payment as long as he is obliged to serve on jury duty or as a witness and can supply written proof that he has in fact served on jury duty or as a witness and of the amount received for the said services. The provisions of this article shall not apply to any legal proceedings under the jurisdiction of the Quebec Labour Code.

- 17.04 If an employee marries during the normal work week as defined in article 14.01, he may be absent from work for one day without any loss of pay.
- 17.05 An employee may take a leave of absence of five (5) days upon the birth of his child or the adoption of a child. The first two (2) days shall be paid provided that he has sixty (60) days of continuous service. This leave of absence may be divided into days at the request of the employee but cannot be taken after the expiration of fifteen (15) days following the child's arrival at the family's residence.

Article 18 – Miscellaneous allowances and field assignments

Business trips

- 18.01 The company shall reimburse expenses for meals, accommodations, transportation and kilometrage and related expenses incurred by an employee in the course of business trips and field assignments, in accordance with the policies defined by the company. When an employee is required to travel out of the country, the company shall approve and pay for the purchase of an supplemental health insurance coverage before the employee's departure.
- 18.02 No employee shall be obliged to use his personal automobile in the service of the company; any such use is strictly voluntary. Employees shall be responsible for their own automobile insurance coverage when they use their vehicles in the service of the company. The company shall carry its own insurance to cover company property that might be in the vehicle.
- 18.03 An employee travelling on company business who is not eligible for field pay shall be covered by the working conditions in effect in his regular workplace.
- 18.04 The company agrees that time used for travelling on company business shall be deemed to be time worked when travelling is done during the employee's normal working hours.

- 18.05 All authorized travelling time outside regular working hours up to a maximum of three (3) hours shall be paid at the employee's basic hourly rate.
- 18.06 All authorized travelling time on Saturdays, Sundays and statutory holidays shall be paid at the employee's basic hourly rate up to a maximum of seven and a half (7.5) hours per day.
- 18.07 In the case of trips requiring more than eight (8) hours of travel, the company shall do its best to give the employee a reasonable period of rest before beginning work at the point of arrival.

Field Assignments

18.08 Field assignments are defined according to term and location:

- a) Short-term: A continuous assignment lasting between fifteen (15) and one hundred and eighty (180) days.
- b) Long-term: A continuous assignment lasting more than one hundred and eighty (180) days.
- c) Domestic: A short- or long-term assignment requiring that the employee reside and work elsewhere on the North American continent.
- d) Foreign: A short- or long-term assignment requiring that the employee reside and work elsewhere outside the North American continent.

18.09 The company agrees field assignments shall be further defined as follows:

- a) Assignment requiring the employee to travel to a place other than his normal workplace that is at least one hundred (100) kilometres away from the latter;
- and
- b) Assignment requiring the employee to reside away from his home for longer than fifteen (15) consecutive calendar days. Weekend days are included in this period, even when the employee is not required to work and chooses to return home.

18.10 An employee on field assignment shall continue to enjoy all the benefits, pay and others, as if he were not on field assignment.

- 18.11 Each field assignment shall be defined in terms of location and duration before it is assigned, and each employee shall be advised of the applicable allowance.

Moreover, an employee assigned to field work shall be so advised at least forty-eight (48) hours in advance of his departure date.

- 18.12 When an employee is assigned to field work, he shall receive a separation allowance equal to ten per cent (10%) of his basic pay.

Payment of this allowance shall begin on the day he arrives on location and end the day he leaves the location.

- 18.13 Where the company can exercise direct supervision and control the hours of work, the standard work week in effect at the regular place of work shall apply.

Overtime shall be subject to the same conditions as are in effect at the regular place of work.

- 18.14 Where the company cannot exercise direct supervision or control hours of work, the standard work week in effect at the regular place of work shall apply.

Overtime shall be subject to the same conditions as are in effect at the regular place of work.

An employee shall be notified before the beginning of a field assignment of the maximum number of hours of overtime that he is authorized to work.

- 18.15 When a field assignment involves working conditions that differ substantially in terms of personal safety, isolation and adverse living conditions from those prevailing at the company's facilities, a hardship allowance shall be paid to the employee. The amount of this allowance as well as the decision that hardship conditions do in fact exist and to what extent, shall be the company's prerogative. When the company deems it appropriate to pay a hardship allowance, the employee shall be so advised before the beginning of the assignment.

- 18.16 An employee on field assignment shall receive a daily living allowance. The amount of such allowance shall be determined by the company and the employee shall be advised of it before the beginning of the assignment.

- 18.17 In deciding whether to grant the employee a return trip during a field assignment, the company shall take into account the nature, duration and working conditions of the field assignment. The employee shall be advised before the beginning of the assignment whether he is entitled to a visit to his regular place of work.

18.18 All travelling time, including travelling between the hotel and the worksite, shall be deemed to be time worked and paid accordingly.

However, the first half-hour of travelling between the hotel and the worksite shall be deemed to be the equivalent of travelling time between the employee's residence and regular place of work, and shall not be paid pursuant to this article.

Article 19 – Social security

Sick leave

19.01 Management shall maintain a sick leave plan for all employees covered by this agreement for the duration of the said agreement. A description of the said plan is given in Appendix B of this agreement and constitutes an integral part of this agreement.

Group insurance plan

19.02 Management shall maintain, for the duration of the collective agreement and for all employees covered by said agreement, a group insurance plan which is summarized in Appendix C of this agreement and which constitutes an integral part of said agreement.

Management shall pay the full cost of premiums for coverage stipulated in Appendix C.

All employees covered by this collective agreement shall be enrolled in the life insurance policy as of their first day of work, and in the other insurance policies as soon as they complete two (2) months of service in the bargaining unit.

19.03 Within three (3) months of when this collective agreement is signed, a copy of the master group insurance policy shall be given to the Union.

19.04 Should the insurer cancel some or all of the benefits provided for in this article, the company's obligation shall be limited to providing what benefits can be bought on the insurance market at monthly rates that do not exceed those tendered by the insurer chosen by the company at the time this collective agreement is signed. The same provision shall apply should the original insurer cease to operate as an insurer.

Pension plan

19.05 A pension plan shall be in effect for all employees covered by this agreement, with the full cost borne exclusively by management. The pension plan is set out

in Appendix E appended to this agreement, and constitutes an integral part hereof.

Work injuries

19.06 An employee who suffers an occupational accident shall not lose any pay for the day of the accident.

If he is sent home or to the hospital or a doctor, the company shall pay for the cost of round-trip transportation. The same conditions shall apply in case of a relapse.

19.07 An employee who is absent from work because of an occupational accident shall receive his regular pay during the period when he is entitled to CSST compensation for total temporary disability. His regular pay shall be maintained for a maximum period of one year, the company shall notify CSST and take the appropriate steps to be reimbursed by CSST.

Article 20 – Performance Review

20.01 An employee's performance will be reviewed and rated at frequent intervals by the employee's immediate manager, however, in no event will an employee be reviewed less frequently than once annually. Upon completion of the review the manager will obtain his manager's approval and signature on the review. The employee's manager will then discuss in detail the results of the performance review within thirty (30) days of the review. Upon completion of the discussion the manager will obtain the employee's signature in confirmation of the performance review having taken place and provide a copy to the employee at that time.

Article 21 – Duration and renewal

21.01 This agreement shall take effect on April 1st, 2000 and terminate on March 31st, 2003, except for the following articles related to the 37.5 hour work week, effective as of July 1st, 2000.

- Article 14
- Article 18
- Memorandum of Agreement #7 – Flexible Working Hours

Both parties agree that the above-mentioned articles in effect as of March 31st, 2000 in the former collective agreement remain in effect until June 30th, 2000.

21.02 During the ninety (90) days preceding the date when the agreement expires, either party may inform the other in writing that it wishes to terminate or amend it or negotiate a new agreement.

21.03 If notice is given in accordance with article 21.02, the two parties shall meet within the time limits stipulated in the Quebec Labour Code.

21.04 Any strike, lockout or any other form of concerted work stoppage are forbidden in all circumstances for the duration of this collective agreement. The union undertakes not to order, encourage, or support a slowdown designed to restrict production.

In witness whereof, each party to this agreement has signed it in the person of its duly authorized representatives on April 19th, 2000.

EMS Technologies Canada, Ltd.

**National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW- Canada)**

Elise Saint-Aubin
Manager, Employee Relations and Staffing

Marc Cayouette
President of the Union Committee

Alfred Ng Thow Hing
Director, Electrical Manufacturing

Paul Morin
National Representative, CAW

Ron F. Smith
Director, Materiel

Benoît Bédard
Member of the Union Committee

Alain Deschênes
Manager, Program Planning and Control

William Raphaël
Member of the Union Committee

Jean-Claude Sauriol
Member of the Union Committee

Appendix A – Salary Rates
Salary Range Effective as of
April 1st, 2000

Grade	Start	6 months	1 year	18 months	2 years	3 years	4 years
1	851	861	876	891	907	936	967
2	907	918	936	952	970	1,007	1,039
3	965	983	1,001	1,019	1,035	1,074	1,113
4	1,026	1,045	1,064	1,085	1,103	1,142	1,187
5	1,088	1,105	1,128	1,143	1,167	1,212	1,257
6	1,149	1,176	1,196	1,214	1,240	1,288	1,337
7	1,210	1,234	1,257	1,282	1,306	1,355	1,409
Grade	Start	6 months	1 year	2 years	3 years	4 years	5 years
8	1,346	1,368	1,397	1,452	1,507	1,566	1,624
9	1,411	1,436	1,462	1,526	1,584	1,650	1,716
9a	1,452	1,478	1,505	1,571	1,630	1,698	1,766
10	1,473	1,500	1,532	1,591	1,659	1,726	1,796
11	1,536	1,567	1,601	1,666	1,732	1,805	1,876
11a	1,581	1,613	1,648	1,715	1,783	1,858	1,932
12	1,651	1,680	1,717	1,784	1,861	1,941	2,018
13	1,717	1,751	1,784	1,858	1,941	2,023	2,101
14	1,782	1,819	1,858	1,932	2,018	2,100	2,187
14b	1,731	1,767	1,805	1,876	1,960	2,040	2,125
Grade	Start	1 year	2 years	3 years	4 years	5 years	6 years
15	1,931	2,010	2,094	2,180	2,271	2,372	2,468
15b	1,875	1,953	2,034	2,117	2,206	2,304	2,397
16	1,999	2,086	2,169	2,265	2,364	2,467	2,570
17	2,078	2,166	2,254	2,349	2,452	2,558	2,669
18	2,152	2,244	2,337	2,438	2,541	2,652	2,767
19	2,225	2,322	2,422	2,526	2,629	2,752	2,865
20	2,299	2,395	2,501	2,605	2,720	2,843	2,962

1. The salary range is increased by \$45.00, representing the cost-of-living allowance in effect as of January 1st, 2000.
2. For all grades, the salary range includes an increase of 1.5 %.
3. The range is rounded to the nearest dollar.

Appendix A – Salary Range
Salary Rate Effective as of
April 1st, 2001

Grade	Start	6 months	1 year	18 months	2 years	3 years	4 years
1	868	878	894	909	925	955	986
2	925	937	955	971	989	1,027	1,060
3	984	1,003	1,021	1,040	1,055	1,095	1,135
4	1,047	1,066	1,085	1,107	1,125	1,165	1,211
5	1,110	1,127	1,151	1,166	1,190	1,236	1,282
6	1,172	1,199	1,220	1,238	1,264	1,314	1,363
7	1,234	1,258	1,282	1,308	1,332	1,382	1,437
Grade	Start	6 months	1 year	2 years	3 years	4 years	5 years
8	1,373	1,396	1,425	1,481	1,537	1,598	1,656
9	1,439	1,465	1,491	1,557	1,615	1,683	1,750
9a	1,481	1,508	1,535	1,602	1,663	1,732	1,801
10	1,502	1,530	1,563	1,623	1,692	1,760	1,832
11	1,567	1,599	1,633	1,700	1,767	1,841	1,914
11a	1,613	1,646	1,681	1,749	1,819	1,896	1,970
12	1,685	1,714	1,752	1,820	1,898	1,980	2,058
13	1,752	1,786	1,820	1,896	1,980	2,063	2,144
14	1,818	1,856	1,896	1,970	2,058	2,142	2,231
14b	1,766	1,803	1,841	1,914	1,999	2,081	2,167
Grade	Start	1 year	2 years	3 years	4 years	5 years	6 years
15	1,969	2,050	2,136	2,224	2,317	2,420	2,517
15b	1,913	1,992	2,075	2,160	2,250	2,350	2,445
16	2,039	2,127	2,213	2,310	2,411	2,516	2,621
17	2,120	2,210	2,299	2,396	2,501	2,609	2,723
18	2,195	2,289	2,384	2,487	2,592	2,705	2,822
19	2,269	2,369	2,470	2,577	2,682	2,807	2,922
20	2,345	2,443	2,551	2,657	2,775	2,900	3,021

- 1 For all grades, the range includes an increase of 2.0%.
2. The ranges is rounded to the nearest dollar.

**Appendix A – Salary Range
Salary Range Effective as of
April 1st, 2002**

Grade	Start	6 months	1 year	18 months	2 years	3 years	4 years
1	886	895	911	928	944	974	1,006
2	944	955	974	991	1,009	1,048	1,081
3	1,004	1,023	1,041	1,060	1,076	1,117	1,158
4	1,068	1,087	1,107	1,129	1,147	1,188	1,235
5	1,132	1,149	1,174	1,189	1,214	1,261	1,308
6	1,195	1,223	1,245	1,263	1,290	1,340	1,391
7	1,259	1,283	1,308	1,334	1,358	1,410	1,466
Grade	Start	6 months	1 year	2 years	3 years	4 years	5 years
8	1,400	1,424	1,454	1,511	1,567	1,630	1,690
9	1,468	1,495	1,521	1,588	1,648	1,716	1,785
9a	1,511	1,538	1,566	1,634	1,696	1,767	1,837
10	1,532	1,561	1,594	1,655	1,726	1,796	1,869
11	1,598	1,631	1,666	1,734	1,802	1,878	1,952
11a	1,645	1,678	1,715	1,784	1,855	1,934	2,010
12	1,718	1,748	1,787	1,856	1,936	2,020	2,099
13	1,787	1,822	1,856	1,934	2,020	2,105	2,186
14	1,854	1,893	1,934	2,010	2,099	2,185	2,276
14b	1,801	1,839	1,878	1,952	2,039	2,123	2,211
Grade	Start	1 year	2 years	3 years	4 years	5 years	6 years
15	2,009	2,091	2,179	2,268	2,363	2,468	2,567
15b	1,951	2,032	2,116	2,203	2,295	2,397	2,493
16	2,079	2,170	2,257	2,356	2,459	2,566	2,673
17	2,162	2,254	2,345	2,444	2,551	2,661	2,777
18	2,239	2,334	2,432	2,536	2,644	2,759	2,879
19	2,314	2,416	2,520	2,628	2,735	2,863	2,980
20	2,392	2,492	2,602	2,710	2,830	2,958	3,082

1. For all grades, the range includes an increase of 2.0%.
2. The range is rounded to the nearest dollar.

Appendix A-1 – Salary Administration

- a) An employee shall normally progress to the maximum rate of pay for the job in which he is classified by standard increases at intervals identified and set out in the pay schedule. The employee's date of hiring, date of promotion or date of a raise granted in accordance with paragraph d) below shall establish his progression dates. An employee's pay shall not be less than the minimum established for his classification.
- b) Should an employee not be on the active payroll on any of the dates applicable in the foregoing, the raise in pay shall take effect upon the employee's return to the active payroll.
- c) A progression increase shall become effective as of the first pay period immediately following completion of the required scheduled interval.
- d) The company may grant an interim or additional raise as in its judgment may be warranted. Such an increase shall have the effect of reestablishing the progression date.
- e) When an employee is absent for a period of more than thirty (30) calendar days during the period since his last increase, his salary increase may be delayed by the number of days he is absent.
- f) When an employee is promoted to a job classification with a higher pay grade, he shall receive a raise in accordance with the following:
 - 1) if his current rate of pay is equal to the maximum rate: progression to the first step of the new grade that provides a minimum increase of twenty dollars (\$20.00) bi-weekly;
 - 2) if his current rate of pay is less than the maximum rate: progression to the first step of the new grade that provides an increase at least equal to the amount he would have received had he remained in his former grade.
 - 3) If the current rate of pay is higher than the maximum rate: progression to the first step of the new grade that provides a minimal increase of twenty dollars (\$20.00) bi-weekly, or progression to the maximum of the new grade even though it provides an increase of less than twenty dollars (\$20.00) bi-weekly. However, no increase shall be granted if the current rate of pay is higher than the maximum rate of the new grade (out-of-scale);

In no case shall the salary of an employee who is promoted be lower than the minimum rate for his job grade. A promotion shall re-establish the progression dates from the date of the promotion.

- g) When an employee is downgraded due to lack of work, he shall retain his present basic bi-weekly rate unless such rate is more than the maximum rate provided for in the job to which he is transferred. If a reduction in pay is required, his pay shall be adjusted to the maximum rate of the schedule for the job to which he is transferred.
- h) When an employee is downgraded to a job classification which is covered by a lower pay grade, he shall retain his present basic bi-weekly rate of pay unless it is more than the maximum rate for the pay grade of the job to which he is downgraded. If the employee's rate is higher than the maximum rate for his new job, his basic bi-weekly pay shall be adjusted to the maximum of the pay schedule for the grade of the classification to which he is transferred. In no event, however, shall an employee who is downgraded and returned to his former job receive a rate of pay lower than what he received prior to his promotion, on the condition that the downgrade occur before the employee has completed the probationary period on the higher-rated job.
- l) When an employee's job is reclassified to either a higher or a lower pay grade, he shall retain his present basic bi-weekly rate of pay unless it is less than the minimum or more than the maximum for the pay grade being assigned to his job.

However, if the employee's present basic bi-weekly rate of pay is less than the minimum for the pay grade, it shall be adjusted immediately to the minimum; and in the event that it is more than the maximum for the pay grade, it shall be reduced immediately to the maximum of the pay grade being assigned.

- j) Job reclassifications, lateral transfers, downgrades due to lack of work and downgrades due to an inability to do the work shall not have the effect of changing the employee's scheduled dates for raises in pay.
- k) Adjustment Mechanisms as of April 1st, 2000

As of April 1st, 2000, salaries shall be administered as follows :

- 1) Employees whose salaries are within the ranges shall receive the salary provided in the salary ranges in Appendix A (representing an increase of 1,5 % as of April 1st, 2000, 2% as of April 1st, 2001, and 2% as of April 1st, 2002).

2) "Out-of-scale" Employee

An employee whose rate of pay as of March 31st, 2000 is higher than the new maximum rate provided in his grade as of April 1st, 2000 shall have his salary maintained until it becomes equal to the maximum rate of his grade. Should the maximum rate of his grade exceed his salary, the employee's salary shall be immediately adjusted to the maximum rate of his grade.

4) Employee Whose Rate is no Longer on a Step Within his Grade

An employee whose rate of pay as of April 1st, 2000 is not equal to the rate provided in one of the new steps in his grade shall have his salary maintained until the step increase provided in paragraph (c). For the period from April 1st, 2000 to March 31st, 2003 only, and for the purposes of applying paragraph (c), the salary of such an employee shall be adjusted to the next step in his grade that provides a minimal increase of twenty dollars (\$20.00) bi-weekly.

5) Recall to work

When applying article 8.15 regarding recall to work, the salary of the employee recalled shall be the salary that he would have received as per the salary ranges in effect as of the signature of the collective agreement. The salary of such an employee shall subsequently be administered in accordance with all the other conditions of the collective agreement.

6) For the period from April 1st, 2000 to March 31st, 2003, the salary reductions resulting from the application of paragraphs (g), (h) and (l) shall not exceed the percentages established in the following table:

Grade:	from	to	maximum %
20	19	3.5%	
19	18	3.6%	
18	17	3.8%	
17	16	4.0%	
16	15	4.3%	
15	14	5.4%	
14	13	4.3%	
13	12	4.3%	
12	11	4.6%	
11	10	4.7%	
10	9	5.0%	
9	8	5.9%	

8	7	6.4%
7	6	5.8%
6	5	6.8%
5	4	6.4%
4	3	7.3%
3	2	7.8%
2	1	8.2%

In the case of a downgrade or a reclassification of more than one grade, the maximum reduction is calculated by compounding the percentages as in the following example:

employee downgraded from grade 12 to 10
(current rate - % decrease from grade 12 to 11) - % decrease from grade 11 to 10.

Appendix A-2 – Job Classifications and Descriptions

- 1) The list of classifications appended is part of this collective agreement.
- 2) The company shall be responsible for establishing and applying all job classifications. Whenever the company establishes or revises a job classification covered by this agreement, it shall send the union a copy of the job description, classification number and pay grade established for the classification within a maximum of two (2) weeks.

The union shall have a maximum of ten (10) days after receiving the job description to use the grievance procedure to settle any disagreement arising from a classification that it contends has been wrongly rated. Such a grievance shall be submitted at the third step of the grievance procedure.

JOB DESCRIPTIONS

<i>Job code</i>	<i>Job code description</i>	<i>Grade</i>
41228	Senior Accounting Clerk	12
41231	Senior Accountant	14b
41275	Accounts Payable Clerk A	08
41277	Accounts Payable Clerk C	04
42165-02	Technician II	07
42165-03	Technician III	09a
42165-04	Technician IV	12
42165-05	Leader Technician	14
42165-14	Tech IV Communications Prod	12
42165-24	Quality Control Technician IV	12
42167-02	Technical Associate I	14
42167-03	Technical Associate II	17
42167-04	Senior Technical Associate	20
42167-22	Technical Associate I Q.A.	14
42168	Component Technologist	14
42168-01	Technologist I	14
42168-02	Technologist II	17
42169	CAD Technologist	15
42612	Desktop publishing Specialist	10
42641	Communications Operator	05
42745	MIS Data Coordinator	07
43006	Instrument Services Control Clerk	07
43120-01	Accounting Clerk Intermed B	09
44111-91	Secretary I	06
44112-92	Stenographer II	05
44113-91	Clerk-Typist	03

44131-61	Leader Timekeeping	08
44131-63	Timekeeping/Payroll Clerk	08
44141-01	Leader Blueprint/Duplication	11
44155	Purchasing Clerk	06
44166-01	Marketing Specialist - Promotion	14
44197-91	Junior Clerk	01
44197-93	Senior Clerk	06
44197-94	Clerk Specialist	08
46001	Production Expeditor	07
46003	Materiel Expeditor	07
46010	Designer	15
46011	Senior Designer	16
46027	Contracts Coordinator	09
46029	Planning Coordinator	08
47257	N.C. Programmer (Senior)	15
47403	Leader Field Technician	13
47511	Draftsman Specialist	14
47512	Draftsman IV	13
47513	Draftsman III	10
47514	Draftsman II	08
47556	Electronic Technician II	09
47628	Duplication Clerk	04
47629	Intermediate Reprographics Clerk	05
47751	Traffic Leader	14
47753	Distribution & Customs Clerk	11
47774	Entry Processing Clerk	08
47802	Buyer III	14
47803	Buyer II	11
47804	Buyer I	08
47825	Leader Cost Integration	16
47860	Pricing Clerk A	10
47964	Technologist I, Fabrication Methods	13
47965	Manufacturing Technologist I	13
47966	Manufacturing Technologist II, Methods	15
47980	Technologist II (Mech. Tech.)	15
47981	Technologist I (Mech. Tech.)	13
47983	Sr. Technologist (Mech. Tech.)	17
48025	Manufacturing Coordinator	09
48026	Manufacturing Expeditor	06
48040	Product Group Analyst	11
49051	Library Assistant	06
49052	Librarian and Documentation Officer	15
49100	Material Control Analyst	10
49120	Production Control Analyst	10

49127	Chem. Lab. Technician	11a
49140	Cost Control Clerk	10
49161	Senior Computer Operator	10
49164	Test Technologist	14
49172	Intermediate Accountant	10
49174	Technician (Elect/Micro)	09
49175	Technologist I (Elect/Micro)	13
49176	Technologist II (Elect/Micro)	15
49177	Sr. Technologist (Elect/Micro)	17
49178	Senior Technologist (Elect/Micro), PA	17
49181	Leader Operations	11
49183	Senior Cost Analyst	12
49187	Project Administration Clerk	11
49190	CADM Analyst I	12
49191	Plant Operation Coord. & Civil/Draftsman	11
49192	Mail Clerk	03
49199	Junior Programmer Analyst	10
49200	Intermediate Programmer Analyst	12
49209	PC Administrator	10
49211	Computer Technician	10
49226	Technical Services Clerk	07
49227	CADM Document Clerk	07
49228	Technical CAD Terminal Operator	12
49234	Intermediate Accountant II	12
49235	Drawing Checker	13
49236	CADM Software Clerk	07
49237	Coordinator - Incoming Inspection	09
49238	Program Planner	12
49239	Senior Planner	15
49241	Drawing File Clerk	05
49242	Production Control Planner	12
49243	Product Assurance Analyst	10
49250	Program Control Analyst	06
49253	Senior Analyst	13
49254	Program Control Leader	15
49270	MRP System Analyst	15b
49271	PCP Senior System Analyst	16
49272	Intermediate Accountant - Baie d'Urfé	10
49273	Customer Service Analyst	11
49274	Software, Hardware Analyst	14
49277	Technical Support Computer Analyst	13
49278	Novell Network Administrator	13
49282	Configuration Management Technical Analyst	10
49283	Configuration and Data Management Analyst II	16

49291	Leader, Facility Planning, Design and Development	14
49300	Senior Technician, Chem. Lab.	13
37411	Installer II	7

Appendix B – Sick Leave

- a) For an employee who has completed his probationary period, who is enrolled in the group insurance plan and who is absent from work because of illness or a non-occupational accident, the company shall pay the difference between his basic rate of pay and the amount of the insurance benefits, if he is so entitled. The time during which he shall be paid the difference between his basic rate of pay and the amount of the insurance benefits shall be determined as follows:

Length of continuous service	Length of absence during which the company pays the difference between the amount of the insurance benefits and the regular rate of pay
Completed probation but less than 1 year	2 weeks in a calendar year
1 year but less than 3 years	4 weeks in a calendar year
3 years but less than 5 years	7 weeks in a calendar year
5 years but less than 10 years	9 weeks in a calendar year
10 years and more	10 weeks in a calendar year

Hence, within the above maximum periods, an employee is paid by the company as follows:

1. For any absence of not more than three (3) days: his regular pay.
 2. For any absence of more than three (3) days: his regular pay for the first three (3) days and then the difference between his regular pay and the insurance benefits to which he is entitled thereafter.
 3. Illness lasting from one calendar year into the next, or from one length of service period into the next, is wholly applicable against the absence period of the year in which the illness begins.
- b) Effective January 1st, 1988, and then on January 1st of each subsequent year, an employee who was entitled to twenty (20) or more days of sick leave during the previous year and who used only ten (10) or fewer days shall be entitled to five (5) additional days of sick leave on top of his accumulated days of sick leave credited.

An employee's bank of sick leave may not be increased by more than five (5) per year as a result of the application of this article. Days accumulated cannot be transferred to the next year.

- c) The company may at any time require a physician's report or another substantiating document for any paid absence. The company may also have the employee examined by a physician or a nurse of its choice, to report on his state of health and on the sickness or disability, at the company's expense.
- d) When an employee is incapable of continuing to work at his job for medical reasons and presents a written medical certificate to this effect, the parties may by mutual consent waive certain provisions of the collective agreement in order to try and ensure that he continues to be employed.

This article shall not restrict other employees from applying the collective agreement in case of layoff or bumping.

- e) Any employee on authorized sick leave or accident leave may return to work upon presenting a medical certificate vouching that he is fit for work.
- f) The company shall maintain the base salary of the employee for the maximum period defined in the benefits table pending a decision from the insurance company, provided that the employee cooperates diligently in order to obtain such a decision from the insurance company. In the event that the absence is deemed justified by the insurance company, the latter shall reimburse the company for the amounts paid to the employee. In the event that the absence is deemed unjustified by the insurance company, the company shall cease paying the salary of the employee, as applicable, and the employee shall reimburse the company through payroll deduction of 20% on each pay until the full amount is reimbursed. The company shall consider other reimbursement methods at the request of the employee. The full amount shall be reimbursed before any form of employment termination.

Appendix C – Group Insurance Plans

For the purposes of sections I, II and III of Appendix C, the term **SPOUSE** means a person who:

- is married to you through an ecclesiastical or civil ceremony, or

OR

- although not legally married to you, has cohabited with you for at least one year. This person is recognized as your spouse in the community, or live as a couple and have a child born from this union.

The term "spouse" here may apply to two (2) persons of the same gender.

For the purposes of sections I, II and III of Appendix C, **DEPENDENT CHILD** means:

- is unmarried
- is your child, your stepdaughter or stepson (excluding your daughter-in-law or son-in-law), your adopted child or the child of your spouse, or a foster child
- resides with you as a member of your family and depends on you for his subsistence
- is under the age of 21 and is your dependent, or is age 21 or over but under 25, resides with you and depends on you for his subsistence.

Any child who is already covered by the plan and who is mentally or physically handicapped remains covered past the maximum age as long as he is unable to have an autonomous job and he is wholly dependent on you for support and maintenance.

Section I - Hospitalization for employees and their dependents

If you, or a covered dependent, are confined in a licensed hospital, you will be reimbursed for room and board charges in excess of ward accommodation up to the level of semi-private accommodation. If confined in a private room, payment will be based on the hospital's charges for semi-private room.

Section II - Major medical benefits for employees, their dependents and eligible retirees (individuals on normal or early retirement according to the negotiated retirement plan)

- a) *Payment of benefits* - This benefit pays for you, your eligible dependents and eligible retirees all eligible expenses which are in excess of the deductible, up to a lifetime maximum of \$50,000 for each covered person.
- b) *Deductible* - The deductible is \$10 per year per individual and \$20 per year per

family.

- c) *Eligible expenses* - Eligible expenses must be reasonable, customary and recommended in writing as necessary by a physician.

The following is a list of items currently eligible for payment under this plan. However, should your Provincial Medicare Plan alter to include any of these items, coverage under this Plan will be automatically adjusted in accordance with the approved legislation.

- *Class I Expenses* (Not subject to the overall deductible)

1. Charges for emergency transportation services by a professional ambulance (including air and rail transportation) to the nearest hospital qualified to provide required treatment, subject to a calendar year maximum of \$150.
2. Out-patient care (maximum \$75 per individual per calendar year) and diagnostic laboratory expenses (maximum \$50 per individual per calendar year; any excess covered as Class II expense).
3. Hearing aids: expenses incurred upon written prescription of a medical doctor for purchase, repair and replacement, up to a lifetime maximum of \$1,000 per covered individual.

- *Class II Expenses* (Subject to the deductible or the overall maximum)

1. Prescription drugs, serums and injections purchased on the prescription of a medical doctor or a dentist.
2. Private room hospital charges over and above semi-private room charges, to a maximum of twelve dollars (\$12) per day.
3. Nursing care by a registered nurse prescribed in writing by a physician, to a lifetime maximum of \$15,000.
4. Anesthesia, oxygen, blood and blood products.
5. Rental of an iron lung or other durable equipment.
6. Artificial limbs and eyes, crutches, splints, casts (including fibre glass casts), trusses and braces, including replacement due to a change in physical condition.
7. Diagnostic laboratory and x-ray expenses.

8. Repairs of damage resulting from an accidental injury to natural teeth.
9. Out-Of-Province hospital and physician charges are to be paid on a reasonable and customary basis if incurred on an emergency basis while you are travelling or vacationing outside your province of residence.
10. Orthopedic shoes including orthotic devices, prescribed in writing by a medical doctor, subject to a maximum of \$350 per calendar year.
11. Services of an osteopath, chiropractor, podiatrist, naturopath, speech therapist, psychiatrist, psychologist, psychoanalyst, massage therapist, sexologist, kinesiopathist, acupuncturist, dietician and hypnologist upon written prescription by a medical doctor and subject to a maximum of \$500 per calendar year per practitioner including \$30 per calendar year per disability for diagnostic x-rays.
12. Reasonable and customary fees of a licensed physiotherapist prescribed in writing by a medical doctor (in 2000, \$50 per visit).
13. Vision Care:
 - a) Lenses and frames, including contact lenses, up to a maximum of \$200 per person every 24 months.
 - b) Eye examination, including refraction for individuals between age 18 and 64 years, limited to one examination per 24 months (except for dependent children: one examination per 12 months).
14. Maternity Expenses: Expenses incurred due to pregnancy will be considered in the same manner as expenses incurred due to any other condition.

Section III - Dental Benefit

For you and your eligible dependents, the Dental Plan will reimburse dental expenses based on the percentages given below:

- a) Maximum benefit - There is no maximum for preventive, restorative and major restorative services. The lifetime maximum for orthodontic services is \$2,000 per dependent.
- b) Treatment Plan - This is the dental treatment plan that describes the patient's dental needs (including x-rays if necessary) and the proposed treatment as well

as proposed fees.

The insurance carrier suggests to the person covered to file a treatment plan whenever the total cost of the proposed dental work is expected to exceed \$300. Submitting a treatment plan to the insurance carrier avoids any misunderstanding about reimbursements. The Treatment Plan is not intended to limit you in your choice of dentist, to tell you or your dentist what treatment should be performed or to tell the dentist what fee to charge, nor to guarantee reimbursement after coverage ceases.

- c) Eligible Expenses - Eligible expenses are those which are recommended as necessary by a physician or dentist but are not in excess of last year's suggested fee for General Practitioners or the minimum fee specified in previous year's Denturist Fee Guide of the Province of Quebec.
- d) Class I Expenses: Preventive Services
(Percentage payable: 100%)
 - 1. Routine oral examinations and prophylaxis (scaling and cleaning of teeth), but not more than once in any period of six consecutive months.
 - 2. Topical application of fluoride.
 - 3. Children under 19 years of age: Installation of space maintainers to replace prematurely lost teeth.
 - 4. Emergency palliative treatment (to alleviate pain and discomfort).
- e) Class II Expenses: Restorative Services
(Percentage payable: 90%)
 - 1. Periapical and bitewing x-rays every 36 months; complementary bitewing x-rays every 6 months; such other dental x-rays as required in connection with the diagnosis of a specific condition requiring treatment.
 - 2. Extractions, other than those required for orthodontic treatment.
 - 3. Oral surgery, other than as required in connection with orthodontic treatment.
 - 4. Amalgam, silicate, acrylic, and composite filling restorations to restore diseased or accidentally broken teeth.
 - 5. General anesthetics when medically necessary and administered in connection with oral and dental surgery.

6. Treatment of periodontal and other diseases of the gum and tissues of the mouth.
 7. Endodontics treatment including root canal therapy.
 8. Injection of antibiotic drugs by the attending dentist.
 9. Repair or recementing of crowns, inlays, onlays, bridgework or dentures. Relining or rebasing of dentures more than six (6) months after the installation of an initial or replacement denture, but not more than one relining or rebasing in any period of thirty-six (36) months.
 10. Inlays, onlays, gold fillings or crown restorations to restore diseased or accidentally broken teeth when the tooth, as a result of extensive caries or fractures, cannot be restored with an amalgam, silicate, acrylic, synthetic porcelain, or composite filling.
- f) Class III Expenses: Prosthesis
(Percentage payable: 50%)
1. Initial installation of fixed bridgework, including inlays and crowns as abutments.
 2. Initial installation of partial or full removable dentures (including precision attachments and any adjustments during the six (6) month period following installation).
 3. Replacement of any existing partial or full removable denture or fixed bridgework by a new denture or by new bridgework, or the addition of teeth to an existing partial removable denture or to bridgework, on presentation of satisfactory evidence that:
 - a) The replacement or addition of teeth is required to replace one or more teeth extracted after the existing denture or bridgework was installed, or
 - b) The existing denture or bridgework was installed at least five (5) years prior to its replacement and the existing denture or bridgework cannot be made serviceable; or
 - c) The existing denture is an immediate temporary denture which cannot be made permanent and replacement by a permanent denture takes place within twelve (12) months of the date of initial installation of the immediate temporary denture.

Normally, dentures will be replaced by dentures, but if a professionally adequate result can be achieved only with bridgework, such bridgework will be covered by the Dental Plan.

4. Services of a licensed Dentures Therapist are covered under this plan.
- g) Class IV Expenses: Orthodontic Services
(Percentage payable: 50% to a lifetime maximum of \$2,000 per individual)

Orthodontic diagnostic procedures and treatment consisting of surgical therapy, appliance therapy and functional/myofunctional therapy (including related oral examinations, surgery and extractions). This benefit applies only to children under 19 years of age.

Section IV - Basic Life Insurance, Accidental Death and dismemberment for active or retired salaried.

- a) Life Insurance Benefit - Effective on the ratification date, in the event of your death, regardless of the cause, your beneficiary will receive an amount equal to two times your annual earnings* rounded to the nearest multiple of \$500 if not a multiple already (maximum benefit \$150,000 for active employees and \$30,000 for early retirees). You may change your beneficiary at any time subject to the laws governing such changes.

Reduction Article - Your life insurance coverage will be reduced on the earlier of the following dates:

- a) If you are still actively employed when you attain age 70, your insurance will be equal to 1 1/2 times your annual benefit, however the maximum coverage will be reduced to \$25,000.
- b) On the date you retire, subject to the following:
 - i) If you have between seven (7) and fifteen (15) years of service, and retire under the terms of the Company Pension Plan, your coverage will be reduced to 20% of your benefit in effect immediately prior to your retirement, subject to a maximum benefit of \$5,000;
 - ii) If you have more than fifteen (15) years of service, and retire under the terms of the Company Pension Plan, your coverage will be reduced to 40% of your earnings in effect immediately prior to your retirement, subject to a maximum benefit of \$10,000.

To qualify for reduced life insurance on retirement, you must commence to receive pension benefits immediately on termination as an active employee.

- * Earnings are defined as your gross earnings excluding bonus, commissions and overtime.
- b) *Accidental death and dismemberment benefit* - As an employee of EMS Technologies Canada, Ltd., you are automatically covered under the "Accidental Death and Dismemberment" for an amount equal to your Basic Life Insurance coverage.

The coverage applies 24 hours a day, on or off the job, anywhere in the world.

The amount payable for all your losses as a result of the same accident is limited to 100% of your amount of insurance under this coverage. Benefits will be paid to you or, in the event of your death, to your designated beneficiary under the Basic Group Life Insurance Plan. If death, dismemberment or loss occurs within 365 days of the date of the accident, the following benefits will be paid:

Loss of:	Percentage payable:
Life	100%
Both hands or feet or sight of both eyes	100%
Speech and hearing	100%
Either one hand or one foot and the sight of one eye	100%
Either one arm or one leg	75%
Either one hand or one foot	66%
Sight of one eye	66%
Speech or hearing	66%
Thumb and index of either hand	33%
Quadriplegia (paralysis of both upper and lower limbs)	100%
Paraplegia (paralysis of both lower limbs)	100%
Hemiplegia (paralysis of upper and lower limbs of one side of the body)	100%
Loss of hearing in one ear	25%

- c) *Life insurance for dependents*

The coverage is as follows:

- Spouse \$10,000
- Children \$5,000

For the purpose of this insurance plan, "dependent" means spouse and

dependent children.

We understand by: **SPOUSE** - a person who:

- is married to you through an ecclesiastical or civil ceremony;

or

- has cohabited with you for at least one year and is recognized as your spouse in the community.

or

- live as a couple and have a child born from this union.

The term "spouse" may apply here to two (2) persons of the same gender.

DEPENDENT CHILD: someone who:

- is unmarried
- is your child, your stepdaughter or stepson (excluding your daughter-in-law or son-in-law), your adopted child or the child of your spouse, or a foster child
- is at least 14 days old but under 21 years of age, or over 21 but under 25 if he is dependent on you and is a full time student in an accredited college or university;

Any child who is already covered by the plan and who is mentally or physically handicapped remains covered past the maximum age as long as he is unable to have an autonomous job and he is wholly dependent on you for support and maintenance.

Section V - Weekly Indemnity Benefit

If you become disabled, unable to work, and are under the continuing care of a physician, you will receive a weekly income of 66 2/3% of your weekly earning up to the greater of \$413 per week or the maximum weekly Unemployment Insurance Commission benefit.

Your weekly benefit will be reduced by any income you are eligible to receive from the following sources:

1. Any government plan of automobile insurance providing income replacement indemnity, subject to the provisions of the Unemployment Insurance Act;
2. Earnings or payments from any employer which results in your income

while disabled exceeding 100% of your pre-disability earnings.

Your benefits will commence on the 4th calendar day of a disability caused by a non-occupational sickness, the 1st day of a disability caused by an accident (excluding occupational accident) or hospitalization.

Your benefits will continue until you recover or have received a maximum of 26 weeks in benefits, whichever is earlier.

If an employee is pregnant, she will receive during six (6) weeks a maternity benefit equivalent to her weekly disability benefit, from the moment her maternity benefits from Unemployment Insurance cease. These benefits are payable due to the pregnancy and not necessarily because the employee is disabled. However, the employee who is in fact disabled following her pregnancy is eligible to disability benefits in addition to her six (6) weeks allowance. The maximum allowance period is 26 weeks, excluding the six (6) weeks of maternity benefits.

"Disabled" means the inability to work for your employer for wages or profit due to bodily injury or disease.

"Earnings" are defined as your gross earnings excluding bonus, commissions and overtime.

Section VI - Long Term Disability Plan

The Long Term Disability Plan provides income security should you become disabled and remain so over a long period of time while under the continuing care of a physician.

Your benefit will be 60% of your monthly earnings *, up to a maximum of \$3,000 per month.

This amount will be reduced by other income to which you may be entitled due to your disability, whether you request it or not, from any of the following sources:

1. Disability benefits payable under the Canada/Quebec Pension Plan.
2. Earnings or payments from any employer.
3. Disability benefits payable under any other group insurance plan or individual policy under an open-end group contract.
4. Disability benefits payable under another government plan (excluding Unemployment Insurance Benefits).
5. Benefits payable under Workers Compensation legislation.

6. Retirement benefits provided by an employer and/or the government.
7. Disability benefits payable under any auto-insurance plan.

* "Earnings" are defined as your gross earnings excluding bonus, commission and overtime.

The benefit as calculated will be further reduced by any amount by which such benefit, when added to the income from all other sources enumerated (including Canada/Quebec Pension Plan benefits payable to you on behalf of your dependents), exceeds 70% of your gross earnings.

- a) *Start of benefit payments* - Benefits begin the day after the end of a 26-week waiting period, provided proof of disability is submitted within 12 months following the date your disability began.
- b) *End of benefit payments* - Benefits end on one of the following events, whichever occurs first:
 - a) end of disability
 - b) the last day of the month of your 65th birthday. If benefit payments begin during the 12 months that precede this anniversary, it continue for the duration of the disability, up to a maximum benefit period of 12 months.

Section VII - Business Travel Accident Insurance

You are insured against accidental death and dismemberment while you are travelling anywhere in the world on authorized business for the Company. Business travel includes short errands around town as well as long trips away from your office but excludes normal commuting to and from work.

This coverage is also provided while you are riding as a passenger on any civilian aircraft and on transport type aircraft operated by the Armed Forces of any country. Coverage on the aircraft is offered provided that the aircraft has a current unrestricted airworthiness certificate and is operated by a properly certified pilot.

- a) *Amount of Insurance* - You are covered for \$200,000.
- b) *Exclusions under the Business Travel Accident Insurance* - This Plan does not cover losses resulting from:
 - Intentionally self-inflicted injury, suicide or any suicide attempt, while sane or insane;

- Injury sustained while serving in the Armed Forces of any country;
- Illness, disease or bodily infirmity;
- Flying in any aircraft that is used for fire fighting, pipeline inspection, powerline inspection, aerial photography or exploration;
- Flying as a pilot or member of the crew of any aircraft;
- Being a passenger on aircraft owned or operated by you, a member of your household or EMS Technologies Canada, Ltd.

Section VIII - Maintenance of Sections I, II and IV in effect during layoff

Employees who have one year seniority at the time of their lay-off will benefit from the above insurance on the following basis:

Sections I and II remain in effect for a 30-day period following the lay-off effective date.

Section IV remain in effect for a three (3) month period following the lay-off effective date.

The above information summarizes the benefits and provisions of your group insurance plans and does not constitute the group policies nor a contract of insurance. If there is any question of interpretation all right with respect to an insured person will be governed solely by the Group Policies issued to the Company by the insurance carriers.

Appendix D – Supplementary Unemployment Insurance Benefits

In the event the employer layoffs an employee due to lack of work for a temporary period, the affected employee shall be entitled to the Supplementary Unemployment Benefits Plan (SUB Plan), as authorized beforehand by Employment and Immigration Canada, for a period not exceeding his recall rights based on the following terms:

1) *Individual entitlement*

In the event of a layoff, employees shall be entitled to the SUB Plan at the rate of one (1) week of basic pay for each two (2) years of continuous service completed, if he submitted a benefit claim to Unemployment Insurance and he has received it.

Employees have no acquired right to SUB, except during the unemployment period stipulated in this Plan. No employee shall be entitled to SUB if unemployment is the result of a fire, flood, explosion, bombing or earthquake that damages the plant, making it impossible to resume work in the section where the employee worked.

Payments related to guaranteed annual compensation, deferred compensation and separation pay are neither increased nor reduced by payments received under this plan.

2) *Amount of benefits*

Eligible employees shall be entitled to benefits as follows:

1st week (waiting period - unemployment insurance) - 80% of basic weekly pay;

2nd week (waiting period - unemployment insurance) - 80% of basic weekly pay;

3rd and subsequent weeks - 80% of basic weekly pay less any unemployment insurance benefits paid or payable and any other compensation, until such time as the individual entitlement defined above is exhausted.

3) *Administration*

The Company shall administer the supplementary unemployment benefits. This plan is financed by the Company, who will keep a separate account of it.

The Company shall inform the Commission, through a written notice, of any modification to the plan within thirty (30) days of the effective date of the change.

Appendix E – Pension Plan

The pension plan is a non-contributory plan beginning on April 1st, 1988.

Employees shall be automatically enrolled in the pension plan once they complete their probationary period.

All employees who, on April 1st, 1988, are active members of the pension plan shall be credited in full for their continuous service with the company.

Benefit level

For the purpose of calculating the monthly retirement benefit of a member, the benefit level is equal to:

- On April 1st, 2000, \$35.00 per month for each year of pensionable service;
- On April 1st, 2001, \$36.00 per month for each year of pensionable service.
- On April 1st, 2002, \$38.00 per month for each year of pensionable service.

For those employees who were members of the pension plan before April 1st, 1988, the pension benefits shall be calculated as per the current and former formulas and the employee shall receive the best of the two pension benefits.

Supplemental benefits

An employee who is 60 years of age having accumulated 10 years of pensionable service and is taking an early retirement shall receive a supplemental benefit up to age 65, at the following rates:

- On April 1st, 2000, \$25.00 per month for each year of pensionable service, up to a maximum of \$625.00 per month.
- On April 1st, 2001, \$27.00 per month for each year of pensionable service, up to a maximum of \$675.00 per month.
- On April 1st, 2002, \$30.00 per month for each year of pensionable service, up to a maximum of \$750.00 per month.

Early retirement benefits

A member who retires after having accumulated 30 years of pensionable service or more, and who started his retirement on the date of ratification of the new collective agreement or after, shall be eligible to receive an unreduced annual pension as of the date of his early retirement.

The amount of the benefit shall be calculated in accordance with paragraph 5.1 of the plan and shall be based on his pensionable service, final average earnings, final average YMPE benefit level as at his early retirement date.

Survivor benefits

For a member who has chosen to receive an adjusted lifetime monthly benefit, his surviving spouse shall receive for the rest of his lifetime, a monthly benefit equal to 60% of the adjusted monthly benefit that the retired member was receiving immediately before his death.

If the age difference between the member and his spouse is 5 years or less, the adjusted lifetime monthly benefit payable to the member shall be equal to 95% of the benefit for life of the latter.

If the spouse is older than the member by more than 5 years, the 95% of the adjusted lifetime benefit payable to the member shall be increased by $\frac{1}{2}\%$, up to a maximum of 5%, for each year exceeding the 5 years.

If the spouse is younger than the member by more than 5 years, the 95% of adjusted lifetime benefit payable to the member will be reduced by $\frac{1}{2}\%$ for each year exceeding the 5 years.

Retired employees

Effective January 1st, 1993, the monthly pension for employees who retired on or before January 1st, 1992 shall be increased by an amount equal to \$0.60 per month for each year of service credited.

Purchase of prior service

Pension plan members may elect to purchase prior years of service with the company. The cost of such benefits will be entirely paid by the employees.

This is a summary of the changes made in the company's pension plan and does not constitute the text of the pension plan. The basic pension plan, including the above-mentioned changes, shall be subject to the Act respecting Supplementary Pension Plans and is authoritative in all cases of interpretation.

Appendix F – Separation Pay

- 1) Upon receiving a layoff notice according to Article 8, an employee may voluntarily choose to end his employment with the company and receive a separation pay equal to one (1) week of base salary for every two (2) years of continuous service completed. In such a case, the employee shall lose his recall and seniority rights.

- 2) In the event of a partial or complete closing of the location covered due to subcontracting, an employee who voluntarily chooses to end his employment with the company upon receiving a layoff notice pursuant to Article 8 may elect to receive separation pay under paragraph 1) above or to have his separation pay calculated and administered as follows: the employee will be eligible to receive periodic payments, every two (2) weeks, equivalent to his previous regular biweekly salary (less appropriate deductions) through direct deposits up until the earlier of:
 - a) the date upon which the said periodic payments terminate calculated on the basis of one (1) week of base salary for each year of continuous service completed up to a maximum of twenty-six (26) weeks; or

 - b) the date upon which the employee starts a new job or another remunerated activity. The employee must inform the company as soon as he begins a new job or any other remunerated activity and he must reimburse the company for any periodic payments received after the start of the said job or remunerated activity.

In such a case, the employee loses his recall and seniority rights.

Memorandum of Agreement #1 – Sexual Harassment

The company, the union and employees should not tolerate any form of sexual harassment at work.

Sexual harassment means any shocking remark of a sexual nature, any gesture or physical contact of a sexual nature that could be deemed unpleasant or shocking, whether it is a single incident or a continuous series of minor incidents. Sexual harassment is an intentional and unsolicited behaviour of a sexual nature. It holds a coercive power and is one-sided.

An employee who believes that he has been a victim of sexual harassment at work may avail himself of the grievance procedure.

Grievances filed pursuant to this letter of agreement shall be handled promptly and confidentially insofar as is possible.

The company and the union will unite their efforts to promote an environment free of any sexual harassment.

It is also agreed that CAW Local 188 will post the Syndicat National policy on its own bulletin boards, following signing of the new collective agreement.

Memorandum of Agreement #2 – Maternity Leave

- 1) To benefit from maternity leave, an employee must have completed twenty (20) weeks of work for the same employer in the twelve (12) months preceding the date on which leave begins and be employed by the employer on the day preceding the notice provided in articles 8 and 9.
- 2) For the purposes of article 1, an employee shall be deemed to be employed by an employer during a strike or a lockout.
- 3) Subject to articles 6 and 7, an employee shall be entitled to a continuous period of maternity leave without pay that shall not exceed one (1) year (the duration of the maternity leave includes the parental leave provided by the Labour Standards Act). She may divide the leave as she wishes before and after the anticipated date of birth. Leave cannot, however, begin earlier than the sixteenth (16th) week prior to the anticipated date of birth.
- 4) As of the sixth (6th) week preceding the anticipated date of birth, the employer may require a pregnant employee who is still working to supply a written medical certificate vouching that she is fit to work.

If the employee refuses or fails to provide this certificate within eight (8) days, the employer may force her to go on maternity leave immediately by sending her written notice, with reasons, to this effect.

- 5) Upon presentation of a medical certificate indicating that an employee's working conditions involve physical risks for her or her unborn child, the employee may ask to be assigned to another job until she goes on maternity leave, if such a job is available.

An employee thus transferred shall retain the rights and privileges attached to her regular job in her new job.

If the employer does not transfer her within ten (10) working days, or if such a job is not available, the employee may apply for precautionary cessation of work as provided for in the Quebec Occupational Health and Safety Act. In such a case, maternity leave shall begin immediately after the precautionary cessation of work.

- 6) When a spontaneous or legally induced miscarriage occurs before the beginning of the twentieth (20th) week preceding the anticipated date of birth, the employee is eligible to a maternity leave of no more than three (3) weeks.
- 7) If an employee gives birth to a stillborn child after the beginning of the twentieth (20th) week preceding the anticipated date of birth, her maternity leave shall end no later than five (5) weeks after the date of birth.

- 8) At least three (3) weeks before going on leave, an employee must give the employer a written notice indicating the date she plans to begin her maternity leave and the date she will return to work. This notice shall be accompanied by a medical certificate attesting to the pregnancy and the anticipated date of birth.
- 9) Less than three (3) weeks' notice may be given if the medical certificate attests that the employee needs to stop work sooner.
- 10) In the event of a spontaneous or legally induced miscarriage or in the event of premature birth, the employee shall give the employer written notice of the event as soon as possible, indicating when she expects to return to work and including a medical certificate attesting to the event.
- 11) An employee may report for work before the date stipulated in the notice provided for in articles 8 and 10 after giving the employer at least three weeks' written notice from her new date of return to work.
- 12) In the event and within the limits of articles 3, 6, and 7, an employee may report for work later than the date mentioned in the notice provided for in articles 8 and 10 after giving the employer at least two (2) weeks' written notice, informing it of what has happened if this has not already been done and of her new date of return to work.
- 13) An employee who does not report for work on the date of return to work stipulated in the notice mentioned in article 12 is deemed to have resigned.
- 14) The employer may require an employee returning to work within two (2) weeks of the date of birth to provide a medical certificate vouching that she is fit to resume work.
- 15) For the period of the leave during which the employee receives unemployment benefits (currently 15 weeks), including the two (2) week waiting period and the period of payment by the insurance carrier of a special six (6) weeks maternity benefit under the short term disability plan, the company shall continue to pay all premiums for the group insurance plan. Membership to various group insurance coverage will be maintained after this period if the employee pays the premiums.
- 16) At the end of her maternity leave, the employer must reinstate the employee in her regular job, granting her all the benefits she would have enjoyed had she remained at work.
- 17) If the employee's regular job no longer exists when she returns to work, the employer must recognize all the rights and privileges she would have enjoyed when the job was eliminated had she then been at work.

- 18) When the employer proceeds with dismissals of staff that would have included the employee had she remained at work, she shall retain the same rights as the employees dismissed, in particular with respect to rehiring.
- 19) This section shall not have the effect of conferring any benefit that an employee would not otherwise have enjoyed had she remained at work.
- 20) The employee shall accumulate her seniority during her maternity leave.
- 21) The father of a newborn child and the employee who adopts a child (except for a spouse's child) who, legally, is too young to go to school are eligible to a parental leave without pay of no more than thirty-four (34) continuous weeks. The conditions applicable for such leave are stipulated in the Labour Standards Act.

Memorandum of Agreement #3 – Tuition Refunds

The Company agrees to maintain its current practice relative to tuition refunds.

Memorandum of Agreement #4 – Smoking Rooms

Until it announces the modification of its current policy on smoking, the company shall maintain smoking rooms for smokers.

Memorandum of Agreement #5 – Employment Equity

The Company agrees to inform the union in due course of the divisional Employment Equity Program and the union shall be able to present its suggestions and recommendations.

Memorandum of Agreement #6 – Supernumerary Employees and Student Trainees

Supernumerary employees

It is understood by both parties that the following provisions shall govern the use of supernumerary employees:

1.1 Supernumerary employee means:

- a) a person, including agency personnel, hired for a period of more than three (3) weeks but for no more than six (6) months.
- b) a person hired specifically to replace an employee absent due to sickness, maternity, or on leave of absence according to articles 5 and 17. In such a case, the replacement will be for the whole duration of the absence.

1.2 The union shall be advised in writing of any hired employee covered by this memorandum of agreement. This notice shall include the name, date and probable duration of employment. It is agreed that the number of hired supernumerary employees may not exceed eight percent (8%) of the total number of active members of the bargaining unit as indicated on the union roll of the preceding month (rounded to the nearest number).

The company may agree with the union to increase temporarily the number of supernumerary employees or the duration of their employment, beyond what is mentioned above.

However, all persons hired for replacement purposes, as mentioned in article 1.1b), shall not be considered for the above mentioned calculation.

1.3 Union dues shall be deducted and remitted to the union as provided for in the agreement.

1.4 A supernumerary employee shall not have seniority rights and may be bumped by a laid-off employee who has recall rights or bumping rights pursuant to articles 8.10, 8.11 or 8.17.

1.5 At the end of his period of hiring, a supernumerary employee may only occupy the job as a regular employee after:

- a) the job has been posted;
- b) no employee applying for the job has been judged capable of filling it. For the chosen applicant, the time worked during his supernumerary

employment will be deducted from the probationary period provided for in 8.02.;

- c) The reasons for refusing to give the job have been transmitted in writing to the employees who applied as well as the union.

- 1.6 If the union judges that there are grounds for a grievance after an employee has been rejected, the grievance shall be filed at the second step of the grievance procedure.

Student trainees

It is understood by both parties that the following provisions shall govern the use of student trainees:

- 2.1 Student trainees are defined as any person enrolled in a recognized educational institution at the college level who is hired for a training period as part of the study program of the institution he attends.
- 2.2 The union shall be advised of the hiring of a student trainee for a job in the bargaining unit.
- 2.3 The student trainee shall pay union dues as stipulated in article 1.3 of this memorandum.
- 2.4 The student trainee shall be discharged at the end of the training period.
- 2.5 The company may hire student trainees providing that there is no one on the recall list in the classification in question and that such hiring will not entail any layoff.
- 2.6 The company shall advise the union of the length of the training period.

Memorandum of Agreement #7 – Flexible Working Hours

The Company and the union agree to introduce a program of flexible working hours based on the following definitions and rules:

A) Definitions

a) *Core hours*

The periods when an employee must work.

b) *Range of hours*

The total number of hours the business is open. The range of hours runs from the first arrival at work to the last departure from work.

c) *Regular hours*

The hours that employees would normally work if they were not subject to flexible working hours.

d) *Flexible hours*

The periods during which an employee may choose to begin or end his day of work or take a meal break.

e) *Credited hours*

The hours worked during flexible hours that are necessary to complete the thirty seven and a half (37.5) hour work week.

f) *Weekly schedule*

The hours when an employee expects to start and finish work in a standard week.

B) Rules

a) *Core hours*

Day	Evening	Night
9:00 to noon	17:30 to 20:30	01:00 to 04:00
13:30 to 15:30	21:30 to 23:30	05:00 to 07:00

b) *Range of hours*

Day	Evening	Night
7:00 to 18:30	15:30 to 02:00	23:00 to 09:30

c) *Meal break*

	Day	Evening	Night
Minimum:	0.5 h	0.5 h	0.5 h
Maximum:	1.5 h	1.0 h	1.0 h

d) *Flexible hours*

Day	Evening	Night
7:00 to 9:00	15:30 to 17:30	23:00 to 01:00
noon to 13:30	20:30 to 21:30	04:00 to 05:00
15:30 to 18:30	23:30 to 02:00	07:00 to 09:30

e) *Work week*

The normal work week shall consist of thirty seven and a half (37 ½) hours, from Monday to Friday. The work day shall consist of core hours and flexible hours. Should an employee fail to work thirty seven and a half (37 ½) hours in a week, he shall be paid for the number of hours worked. An employee's supervisor cannot demand that an employee take compensating time off for hours worked at the supervisor's request.

f) *Credited hours*

A maximum of three (3) credited hours per day may be banked for some future date. At the end of each week, the credited hours are lost with the exception of hours deferred for compensating time off.

g) *Weekly schedule*

Before the beginning of each work week, an employee shall present his weekly schedule.

h) *Conditions of participation*

Flexible hours shall be discussed by the respective members of the team and shall be approved by the managers concerned.

The company reserves the right to introduce the privilege of flexible

working hours in any department.

The company reserves the right to put an employee or group of employees back on regular hours if the calendar of work so requires.

An employee's supervisor shall do his best to permit an employee to follow his weekly schedule. There may, however, be times when the supervisor may ask an employee to be at work at a specific time during the range of hours.

An employee's supervisor shall discuss any abuse of flexible working hours privileges with him. An employee's supervisor may cancel his flexible working hours privileges if he continues to abuse them.

i) *Employee participation*

Participation in the flexible working hours system shall be voluntary.

C) Effect on the agreement

When an employee participates in the flexible working hours program, articles 14.01 and 14.06 shall not apply.

Letter of Agreement #1 – Solidarity Fund

The present letter is to confirm to you that the company agreed to collaborate with your union to allow employees who are interested to subscribe through payroll deductions to the saving plan of the "Fonds de solidarité des Travailleurs du Québec (FTQ)".

Letter of Agreement #2 – Meeting Room

When a member of the union committee is released within the establishment in accordance with article 5.03 and this person needs a meeting room, he will forward his request to the Human Resources Department who will make the necessary arrangements.

Letter of Agreement #3 – Cross-Space Site Mobility

Notwithstanding any other provision of this collective agreement which is irreconcilable with this letter of agreement, it is agreed between the parties that this letter shall not serve to modify nor interpret the said collective agreement and that it is agreed to only for the purpose and application listed below.

Purpose

With respect to the re-organization of the Space group, the Union and the Company agree that there may be requirements to assign employees covered by this collective agreement to other sites of EMS Technologies' Space and Technology Group, and to assign bargaining unit employees from other EMS Technologies sites covered by this collective agreement.

It is the Company's intention to use this letter to:

- a) Ensure continuity of knowledge on a product when products move from one site to another due to facility limitations. In this situation some of the employees working on those products at the originating site will be travelling with the products to the second site to continue their assignments as well as support the activities at the second site on a short-term basis; and/or
- b) Make efficient use of human resources from one site to fill temporary shortages at another site.

Therefore, it is not the Company's intention to use this letter to:

- a) Move employees from one site to another to be trained by the second site's employees and thus eliminate long-term employment opportunities at that site; and/or
- b) To avoid long-term hiring of additional manpower at the site covered by this collective agreement.

In order to meet this requirement, the parties agree to the following:

1. Work Assignments to the Space and Technology Group covered by This Collective Agreement

The Company may assign work that may otherwise come within the scope of this collective agreement to employees covered by another collective agreement who are on assignment from their normal place of work excluding engineers. Such employees shall be covered by the terms of their respective collective agreement and shall perform the type of work they would perform under their respective collective agreement.

The assignment of any such employee shall have a maximum duration of six months unless otherwise agreed by the Company and the Union. No such employee will be assigned to the site covered by this collective agreement for more than a total of six (6) months in any one calendar year unless otherwise agreed by the Company and the Union.

No employee covered by this collective agreement who is in a classification which would normally encompass such work will be laid-off as a direct result of an assignment made pursuant to the application of this Letter. Furthermore, no employee covered by this collective agreement who has recall to a classification which would normally encompass such work will be denied an opportunity to be recalled as a direct result of the application of this Letter when such work assignments are for periods greater than three (3) weeks in duration.

2. Work Assignments to Other Space Sites Not covered by This Collective Agreement

The Company will equalize the opportunity for work assignments to other Space and Technology sites among employees who have the skill set and familiarity with the product related to the specific assignment. For certainty it is understood that the Company has no obligation to rotate such employees through a single assignment.

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