

**COLLECTIVE AGREEMENT**

between

**LIGHTOLIER CANADA,  
division of Canlyte Inc.**

and

**COMMUNICATIONS, ENERGY AND PAPER  
WORKERS UNION OF CANADA (C.E.P. - C.L.C.)  
LOCAL 576-Q**

1996 - 1998

## INDEX

## Page

ARTICLE 1	STATEMENT OF PARTIES
ARTICLE 2	PURPOSE OF AGREEMENT
ARTICLE 3	RECOGNITION
ARTICLE 4	UNION SECURITY
ARTICLE 5	MANAGEMENT
ARTICLE 6	SENIORITY
ARTICLE 6.13	Loss of Seniority
ARTICLE 7	NOTICE OF LAY-OFF
ARTICLE 8	JOB POSTING
ARTICLE 9	GRIEVANCE PROCEDURE
ARTICLE 10	ARBITRATION
ARTICLE 11	HOURS OF WORK
ARTICLE 12	OVERTIME
ARTICLE 13	SHIFTS
ARTICLE 13.03	Shift Premium
ARTICLE 14	WAGES
ARTICLE 15	HOLIDAYS
ARTICLE 16	BEREAVEMENT LEAVE
ARTICLE 17	VACATIONS
ARTICLE 18	INSURANCE
ARTICLE 18.04	Retirement indemnity
ARTICLE 19	REPORTING PAY
ARTICLE 20	WASH-UP TIME
ARTICLE 21	NO STRIKES / NO LOCK-OUTS
ARTICLE 22	SAFETY AND HEALTH
ARTICLE 23	HEAT PROCEDURE
ARTICLE 24	PLANT WORK
ARTICLE 25	CAR AND TOOL ALLOWANCES
ARTICLE 26	JURY AND WITNESS DUTY
ARTICLE 27	DISCHARGE, SUSPENSION AND REPRIMANDS
ARTICLE 28	LEAVE OF ABSENCE
ARTICLE 29	UNION REPRESENTATIVE
ARTICLE 30	SEVERANCE PAY
ARTICLE 31	BILINGUAL CONTRACT
ARTICLE 32	DURATION AND RENEWAL
	LETTRES D'ENTENTE
	ANNEXE A

AGREEMENT entered into by and between the parties herein after stated:

## **ARTICLE 1: STATEMENT OF PARTIES**

1.01 The parties to this agreement are:

LIGHTOLIER CANADA, a division of Canlyte Inc., presently at 3015 Louis A. Amos, Lachine, Quebec, herein after called "the Company";

and

1.02 COMMUNICATIONS, ENERGY AND PAPER WORKERS UNION OF CANADA (C.E.P. - C.L.C.), Local 576-Q, herein after called "the Union";

covering

1.03 All the employees of the Company in the bargaining unit, as defined in the certificate of accreditation, herein after called "the employees".

## **ARTICLE 2: PURPOSE OF AGREEMENT**

2.01 The parties agree that it is quite desirable to arrange and maintain fair and equitable earnings, labour standards, wage rates and working conditions to obtain economy of operation and quantity and quality of the product, to protect the safety and health of employees and to provide machinery for the adjustment of disputes which may arise between the parties, hereto.

## **ARTICLE 3: RECOGNITION**

3.01 The Company recognizes the Union as the sole and exclusive bargaining agent for and of the employees as defined in 1.03 in matters of negotiation and application of the Collective Agreement between the parties.

3.02 This Agreement covers "All the employees of the Company", as defined in the certificate of accreditation, save and except officers of the Company, office employees, foremen and those above the rank of foremen; draftsmen; salesmen and all those employees specifically excluded by the Labour Code, working for and at Lightolier Canada, a division of Canlyte Inc., 3015 Louis A. Amos, Lachine, Québec.

3.03 Discrimination

The Company and the Union agree that no employees will suffer discrimination because of his race, colour, sex, sexual orientation, civil status, religion, political convictions, language, ethnic or national origin or social status.

The parties will work jointly to address cases relating to sexual harassment.

3.04 Wherever the word "employee" is used in the present Collective Agreement it will be interpreted to mean an employee of either sex.

## **ARTICLE 4: UNION SECURITY**

4.01 All employees shall be members of the Union, in good standing, as a condition of employment.

4.02 The Company shall deduct weekly Union dues, and initiation fees as per Article 47 of the Labour Code.

4.03 A cheque payable to the order of the Secretary-Treasurer of the C.E.P. with a list of the employees from whom said deductions were made shall be submitted to the Secretary-Treasurer of the C.E.P., 350 Albert Street, Suite 1900, Ottawa, Ontario, K1R 1A4, Tel: 613-230-5200, Fax: 613-230-5801 2N9 within fifteen (15) days following the end of the fiscal month said deductions were made.

4.04 No notices will be posted in the plant except on designated bulleting boards. The Company will reserve for the exclusive use of the Union, one bulletin board which will be accessible to all employees. The Union may post notices on the condition that these notices meet with the Company's approval. All refusals to allow notices to be posted will be given to the Union in writing.

## **ARTICLE 5: MANAGEMENT**

5.01 The Union recognizes that it is the function of management to manage the affairs of the business and to direct the work force of the Company, subject to and restricted only by the terms of this agreement.

5.02 The Company and the Union agree to work together on issues such as improving service, controlling costs, profits, opportunities for growth as well as working conditions.

This agreement will govern everyday working relations and will be implemented through a monthly management-union meeting (3/3 Committee).

Moreover, the Company agrees to keep the Union informed, and to consult and seek its participation and that of its members on the above subjects as well as on technological changes, and the impact that these changes may have on the organization of work.

## **ARTICLE 6: SENIORITY**

6.01 The Company subscribes to the principle of seniority.

### **6.02 Employee Trial Period**

All new employees, whether hired on a temporary or permanent basis, shall be on a probationary period of 65 days or 520 hours worked, from the date of the hire and during this probationary period, he shall have no seniority rights. The Company reserves the right to dismiss any new employee during the probationary period. It is understood that this right will be used with discretion. However, the Company shall give employees the opportunity to complete the number of days or hours necessary in order to become a permanent employee.

Upon completion of the probationary period, the employee's seniority shall be dated back to the original date of hire and it will be so shown on the Seniority List. Employees will have the right to Fringe Benefits once they have

completed their 65 days or 520 hours worked. However, a probationary employee shall be entitled to all other rights provided in the Collective Agreement.

6.03 If a reduction in the work force is necessary, probationary employees in the affected job classification shall be laid off first.

6.04 If a further reduction is necessary, employees with the least seniority in the affected job classification shall be laid off next from their present job.

6.05 When an employee is laid off in a job classification he may displace an employee with lesser seniority in any classification in the same or lower wage bracket defined in Appendix "A". If said employee is not able to qualify in fifteen (15) working days, he shall then be subject to lay-off.

Notwithstanding the above, employee in classification 1-Operator/Assembler, 2-Plant Labourer, 3-Service Department, 5-Buffer, 6-Paint Department Helper, will, for the purpose of this article, be in the same wage bracket.

6.06 After a lay-off, the Company shall recall laid off employees before hiring new employees, at the condition that such employees have recall rights.

6.07 A laid-off or bumped employee will have recall rights and his seniority shall accumulate according to the following:

- 10 years and more of seniority: 36 months
- 5 years and more of seniority: 24 months
- between 4 and 5 years of seniority: 18 months
- between 3 and 4 years of seniority: 12 months
- between 2 and 3 years of seniority: 9 months
- between 1 and 2 years of seniority: 6 months
- between 520 hours and 1 year of seniority: 3 months

6.08 An employee recalled after one (1) year of lay-off shall have his benefits reinstated with the exception of Short Term Disability, which will be in effect on the 31st day of his return.

6.09 Recalls shall be by seniority, i.e., laid-off employees shall be recalled in the reverse order of lay-off, that is, the last employee laid off shall be the first employee recalled.

An employee may refuse a recall if such recall is not to the classification he held prior to his lay-off or bump.

An employee may refuse a recall if this recall is not permanent - thirty (30) working days or less - without losing his rights as defined in Article 6.07. Should the temporary vacant position exceed thirty (30) working days, the employee who refused recall to that position, can return to work if he so requests.

6.10 The Company shall furnish the Union with a seniority list of all employees. Such list shall be revised every three (3) months. The list shall contain the name, classification, grade, wage rate and date of hiring of each employee. Two (2) copies of such seniority list shall be forwarded to the Union.

The Company shall post a seniority list, including the name, date of hiring, classification, and grade of employee, and revise such list every three (3) months.

Should two (2) employees have the same date of hire, the earliest date of birth of each employee shall prevail.

e.g. an employee born in the month of January will be considered as having greater seniority, and so on.

Should the month of birth be identical, the day of birth shall prevail, and this shall apply as in the preceding example.

6.11 In the case of lay-off, an employee may accept a lower paying position but retain his usual rate of pay so long as this lay-off does not exceed sixty (60) calendar days. After these sixty (60) days, the employee must accept the rate of the lower paying position or accept the lay-off.

In the event that an employee governed by Appendix "A" is laid off and does not exercise his right to bump as stipulated by Article 6.05 and is recalled to work, the rate of pay of that employee will be governed by the classification to which he is recalled within Appendix "A".

6.12 Employees who have been absent from work because of illness or work accident for two (2) consecutive years, will no longer be eligible for fringe benefits, vacation pay, vacation bonus nor statutory holidays.

### 6.13 **Loss of Seniority**

An employee will lose his seniority rights and his employment for the following reasons:

- a) If an employee quits voluntarily.
- b) If an employee is discharged and such discharge is not reversed through the Grievance Procedure.
- c) If a laid-off employee is notified in writing at his last address of record with the company to report to work but fails within five (5) working days to communicate with the Company regarding such notice. All employees presently employed will be granted an additional five (5) working days to report to work.
- d) If an employee with seniority is transferred to a position excluded from the bargaining unit for a period of more than six (6) months he will lose his seniority rights within the bargaining unit.
- e) If an employee is absent without valid reason from his job, and without advising the Company within three (3) working days.
- f) If the employee who has been displaced refuses a permanent recall in his classification that he held prior to his lay-off.

6.14 a) In the event that the Company introduces new equipment or technology resulting in a change in classification of the lay-off of an employee, the Union will be invited to meet in order to discuss the situation. At this meeting, the Company will communicate the following:

- the nature of the change
- the approximate date of implementation of said change
- an estimate of the number of employees and classification affected by the change
- training measures for affected employees if applicable
- determine the period of training for affected employees

The Company will give the Union a written summary of the above information ten (10) days in advance of the meeting called to discuss technological changes.

b) Employees affected by a change as outlined in 6.12b) above, will have the right to bump according to 6.05. The same right will be recognized for employees thus replaced. In addition, employee thusly affected, will have thirty (30) working days in which to qualify.

c) Grievances concerning technological changes will proceed directly to the third step.

#### **ARTICLE 7: NOTICE OF LAY-OFF**

7.01 a) In all indefinite lay-offs, the Company shall give to permanent employees five (5) working days notice or five (5) days pay at their regular straight time rate in lieu of such notice. The Company shall notify the Union in all cases of indefinite lay-offs, seven (7) working days in advance of such lay-off.

b) All lay-offs of ten (10) working days or less in any calendar year shall be considered as temporary lay-offs and shall not be governed by the above.

c) No employee shall be subject to more than five (5) days temporary lay-off in any six (6) month period, nor more than ten (10) days in a calendar year, provided that the ten (10) days do not run consecutively. Nevertheless, all lay-off days resulting from a plant closure due to vacations will not be computed.

d) Union Officers and Shop Stewards will retain their union status in the event of a temporary lay-off according to section 7.01 sub-section "C".

#### **ARTICLE 8: JOB POSTING**

8.01 All vacancies (with the exception of temporary vacancies as outlined in Article 8.06) in classifications covered by this Agreement or vacancies created by the addition of new classifications, shall be posted for a period of three (3) working days on the Company's notice boards and all postings for vacant positions will be valid for a period of ninety (90) working days. A copy of the position will be remitted to the Union.

Postings will be dated and will include the vacant classification, the number of vacant positions, the rate of pay and the shift.

8.02 Employees applying shall be considered for such vacancies. Were skills and ability of two (2) or more employees making application are relatively equal, seniority shall govern. Employees who apply for any vacancies and are not accepted shall be given the reason they were not accepted in writing, and a copy will be remitted to the Union.

A vacant position is considered filled when a candidate is chosen from within the plant or from outside the plant and said employee completes the trial period of thirty (30) working days or 240 hours worked or sixty-five (65) working days or 520 hours worked, whichever applies.

8.03 A candidate who submits an application for a vacant position or a newly created position that offers a rate of pay less than his usual rate of pay may apply for this position and will be paid at the rate of the new position or at his usual rate, whichever is higher. At no time will an applicant be paid at a rate in excess of the maximum for that classification.

8.04 a) If the Company finds that no employees has submitted his application for a vacant position, or that none of the candidates who bid for the position is qualified, the Company can fill the vacancy from other sources.

b) For the purpose of this article, an employee will not have the right to more than one trial period during a six (6) month period except when it is to obtain a position paying an hourly rate superior to the one he presently holds.

8.05 When an applicant is chosen or when an employee is transferred to a vacant position, he shall be considered to be on trial until he has worked thirty (30) working days or 240 working hours at that job. If he fails to qualify within this trial period he shall be returned to his former job. During this trial period, the employee, or the Company, may request his transfer off the job and a return to his former job.

8.06 a) For the purpose of this section, a temporary vacancy will be a position that will have a duration of fifteen (15) working days or less and shall be governed according to the regulations of this section should the work last beyond fifteen (15) working days.

b) When a temporary vacant position is created for more than than fifteen (15) days the temporary vacancy will be offered by descending seniority to employee judged qualified to accomplish the tasks associated with the vacant position. Should no volunteers be found, the employee who has the least seniority in the department must accept this temporary assignment.

c) When an employee has been temporarily assigned to another position at the request of the Company, he will be paid at the rate of the temporary position or at his own rate whichever is the greater. He will be paid either;

1. the same rate if it exists in the new classification.

or

2. the next highest rate compared to his actual rate within the new classification.



In addition, employees with classifications other than #1, 2, 3, 5, 6 and who have reached the maximum rate for that classification will have the right to the maximum rate for the classification to which they have been temporarily transferred or their actual rate, whichever is greater.

8.07 a) In the event that a vacancy is created because an employee is on a leave of absence, sickness or work related accident, such vacancy will not be posted. When the employee on a leave of absence, sickness or work related accident return to work, any other employee who has been temporarily transferred from his job to fill the vacancy will resume his former position.

b) However, if the absence exceeds forty-five (45) working days, the posting procedure will be applied to the position which has become vacant. Upon return of the absent employee, the employee chosen through the job posting will be returned to the position held prior to the posting. A copy of the posting will be given to the Union.

c) The Company will advise the Union of all replacements due to authorized absences that exceed fifteen (15) working days or more.

8.08 Union Officers and Shop Stewards will retain their union status while on a trial period or in the case of a temporary transfer.

## **ARTICLE 9: GRIEVANCE PROCEDURE**

9.01 All parties agree that it is desirable to settle all employees' complaints in the fastest way possible. All grievances must be submitted within the time limit prescribed by the Labour Code and shall be governed by the following procedure:

### **9.02 Step 1**

The employee shall be accompanied by the Shop Steward and shall submit his grievance verbally to the Foreman. The Foreman shall answer the grievance to the Shop Steward and the employee within two (2) working days after the verbal grievance has been submitted.

9.03 If the grievance has not been satisfactorily settled it may be submitted to Step 2.

### **9.04 Step 2**

At this step, the grievance shall be submitted, in writing, to the Plant Superintendent within two (2) working days following the Foreman's answer in the first step. Within four (4) working days from receipt of the written grievance, the Plant Superintendent shall meet with the Grievance Committee. The Plant Superintendent shall answer the grievance in writing, within five (5) working days after this meeting has been held.

9.05 If this grievance has not been satisfactorily settled, it may be submitted to Step 3.

### **9.06 Step 3**

At this step, the grievance shall be submitted, in writing, to the Director, Human Resources and QI or his representative within two (2) working days following the Superintendent's answer to Step 2. Within two (2) working days from receipt of the written grievance, the Director, Human Resources and QI shall set the date for a meeting with the Grievance Committee and the Union International Representative, to be held within the two (2) working days following. The Director, Human Resources and QI shall answer the grievance in writing ten (10) working days following the meeting.

9.07 If the grievance has not been satisfactorily settled in the third step, it may be submitted to Arbitration as outlined in Section 10.

- 9.08
- a) Any grievance over the suspension or discharge of an employee shall be submitted to Step 3, according to Article 27, of this Agreement. Grievances relative to articles 12.05 a) and 14.07 shall also be submitted to Step 3.
  - b) A grievance relative to Union principles concerning the interpretation of allegedging a violation of a clause of the agreement which affects a group of employees may be submitted by the Union President at the third step of the grievance procedure.
  - c) The Company may also make a grievance and must submit a copy to the President of the Union. The Union President must, within two (2) working days, fix a date for a meeting with the Company representative; the national representative of the C.E.P. may be present at this meeting which will take place within two (2) working days which follow. The President of Local 576-Q C.E.P. must give his response within the five (5) working days following the meeting.

9.09 The time limits stipulated in the Grievance Procedure of this section of the present Agreement shall be strictly observed and may only be extended by written agreement between all parties concerned. This consent will not be unreasonable withheld.

9.10 If either the Company or the Union fails to answer within the time limits outlined above, the grievance shall be considered as settled or abandoned, whichever the case.

## **ARTICLE 10: ARBITRATION**

10.01 When the Union requests that a case be submitted to Arbitration, as set out in Section 9.07 (3rd Step), they must notify the Company in writing thirty (30) days following the answer of the 3rd step meeting, and shall refer the grievance in writing to an arbitrator.

The grievance will be referred to the Arbitrator who's name appears at the top of the list. The rotation of Arbitrators to be used will begin with the first name on the list mentioned below.

1. François G. Fortier
2. Harvey Frumkin
3. François Hamelin

10.02 Any members of the above list of arbitrators who is incapable of or has refused to fulfill the function of arbitrator within thirty (30) days of being requested to do so, shall be appointed again, only after the regular rotation of the list has been completed, unless otherwise agreed to by all parties.

10.03 A person involved in any attempt to negotiate or settle a grievance cannot be designated as arbitrator.

10.04 No case shall be submitted to Arbitration unless it has passed all the steps of the grievance procedure, except for grievances mentioned in article 9.08.

10.05 The sole arbitrator shall not be authorized to render any decision which should be incompatible with the articles of this Agreement, or to change, modify, or amend any part of the present Agreement. In case of disciplinary action, the arbitrator shall have the right to modify the disciplinary decision.

10.06 The parties shall submit their case to the sole arbitrator with all possible dispatch; the decision shall be rendered within fifteen (15) days, of the completion of hearings. This decision shall be final and binding on all parties present as well as the employee or employees concerned. The time limit set by this paragraph shall be extended upon request made by the arbitrator.

10.07 The parties shall share equally the expenses of the arbitrator.

10.08 No employee will suffer any loss of pay for his participation in the settlement of a grievance. The fees and allowances of the witnesses shall be paid by the party calling the witnesses except for the Grievance Committee which shall not exceed three (3) members.

## **ARTICLE 11: HOURS OF WORK**

11.01 The standard work week for the first shift shall be forty (40) hours consisting of five (5) standard work days of eight (8) hours each, Monday to Friday inclusively.

The standard work week for the second shift shall be forty (40) hours consisting of four (4) standard work days of ten (10) ten hours each, Monday to Thursday inclusively.

## **ARTICLE 12: OVERTIME**

12.01 Overtime shall be paid only after an employee has completed his regular work shift.

12.02 All overtime not exceeding five and one half (5 1/2) hours in a day and not exceeding eight (8) hours on a Saturday shall be paid for at a rate of one and one half (1 1/2) times the employee's regular hourly rate. Overtime exceeding five and one half (5 1/2) hours in a day and eight (8) hours on Saturday and overtime worked on a Sunday and on a statutory holiday shall be paid for at two (2) times the employee's regular hourly rate.

12.03 When an employee is asked to work overtime, the request shall be made to the employee not later than the end of his previous day's shift.

Failing such notice, employees, including maintenance employees, will receive a seven dollar (\$7,00) meal allowance if overtime exceeds two (2) hours.

12.04 a) In all cases where an employee works overtime not in excess of two (2) hours, said employee will be entitled to a ten (10) minute rest period paid by the Company.

b) In all cases where an employee works overtime in excess of two (2) hours, an additional ten (10) minute rest period at the end of the first two (2) supplementary hours of work will be paid by the Company.

12.05 a) The Company shall see that overtime is distributed equitably over the course of a calendar year between the employee of a same classification, same department, who are on the same work shift and who are in the same work cell.

In addition, the Company will have to revise the distribution on a monthly basis in order to correct it if necessary. Grievances concerning overtime distribution will proceed directly to the third step.

b) In the matter of the equitable distribution of overtime to different work shift, the Company will offer at first employees who are least favored in the available overtime outside of regular working hours.

c) Employees having the most seniority in a classification where overtime is required, will be requested to perform this overtime first. Following that, the Company will use the criteria of seniority in a rotating and decreasing manner.

d) The actual hours worked in the work cells will take precedence in the distribution as defined in article 12.05 a). The cells are Lytecaster, Calculite, Track, Lytespot, HID, Surface/Architectural.

e) All hours worked will be allocated to the employee for the purpose of overtime distribution as defined in article 12.05 a).

f) An employee's failure to work overtime shall be considered as overtime worked for the purpose of distribution of overtime.

g) Shop Stewards will be advised in writing of the name and classification of employees required to work overtime on each occasion that overtime is required.

12.06 The Company agrees that, except in cases of extreme emergency, no overtime will be scheduled on the day of a Union Meeting. The Union agrees to notify the Company three (3) days in advance of a Union Meeting.

#### 12.07 Cumulation of Overtime

1. An employee may accumulate a maximum of two (2) forty hour regular work periods within a twelve (12) month period in order to take these accumulated periods in time-off.

2. Employee must have accumulated at least one (1) forty hour period in order to benefit from time-off. Following this, the employee may accumulate a second forty hour period.

3. Upon completing two periods of forty hours, time-off must be taken within the following twelve (12) months of each period accumulated. Time-off will be taken during slow production periods. These slow periods will be identified by Management and communicated to the Union.

4. Accumulated hours must not be taken for sick leave.

5. Once an employee has chosen to accumulate his overtime hours, he cannot ask for those to be reimbursed. However, should an employee not be able to complete a first or second forty hour period from lack of overtime within a twelve (12) month period, he will then be reimbursed. Employees leaving the Company may also be reimbursed for incompleting accumulated work periods.

6. Shift premiums will be paid according to the present Collective Agreement.

### **ARTICLE 13: SHIFTS**

13.01 a) The hours of work for the first shift shall be from 7:00 a.m. to 3:30 p.m. (thirty (30) minutes for lunch).

In order to meet the company's needs, the first shift's starting time as well as their dinner period may be altered on a voluntary basis. Moreover, operations may be carried out continuously in certain departments, also on a voluntary basis. If there are no volunteers interested, the Company will proceed by inverse order of seniority. If more than one volunteer expresses interest, the Company will rotate the work among those interested.

The hours of work for the second shift shall be from 3:30 p.m. to 2:00 a.m. (thirty (30) minutes for lunch).

The hours of work for the third shift will be of an eight (8) hour duration including a thirty (30) minute paid dinner period.

No change to the established hours of work can be made without the mutual consent of parties.

#### **b) Lunch hour - Day shift**

Group 1 - 11:30 a.m. to 12:00 p.m.

Group 2 - 12:00 p.m. to 12:30 p.m.

13.02 a) The Company may institute a second shift and/or a third shift if the work requirements so warrant. The selection of employees for this shift will be made according to seniority within each classification. Senior employees will have preference in the choice of shifts.

b) In the event that the Company cannot satisfy their production requirements utilizing 13.02 a) it will offer the required training in a classification in descending order of seniority. If there are no volunteers the least senior employee in the classification must accept the training.

#### **13.03 Shift Premium**

A shift premium of fifty five cents (\$0,55) per hour will be paid for all hours worked on the second shift described in 13.01.

A shift premium of seventy cents (\$0,70) per hour will be paid for all hours worked on a third shift as described in 13.02.

Those sums will be part of the employee's hourly rate.

13.04 There shall be two (2) rest periods of ten (10) minutes each allowed during each shift.

13.05 All changes of an employee from one shift to another will be preceded by five (5) days notice. Employees will not be required to change shift if this notice is not respected.

#### **ARTICLE 14: WAGES**

14.01 Appendix "A" attached hereto, forms part of this Agreement and sets forth the occupational classification and their respective wage rates and ranges, effective November 17, 1996 and November 17, 1997.

14.02 a) Effective November 17, 1996, a 1% increase on all wage rates. To all employees who are on our active payroll as of November 17, 1996, a lump sum of \$400 gross will be paid on December 19, 1996.

b) Effective November 17, 1997, a 1% increase on all wage rates.

The increase in wages is based on the wage rates outlined in Appendix "A" only, any differential in wage rates namely red circle rates will be maintained at their present level with no increase applied to them.

14.03 The Company may create new classifications and rates for same, during the term of the Collective Agreement. The Company agrees that any disagreement as to the new classifications and their respective rates between the Union and the Company may become the subject of a grievance as herein provided in ARTICLE 9 - GRIEVANCE PROCEDURE. In such a case the grievance will proceed directly to the third step.

14.04 The regular pay shall be distributed weekly on Thursday for the first shift, and on Wednesday for the afternoon shift, except for an emergency situation.

14.05 The Company understands that it is the role of the Union to verify the job descriptions made by the Company to conform with the actual work performed. In order to do this, the Company will remunerate at the applicable rate all reasonable and just lost time occurred during regular working hours of the work that an officer chosen by the local section to accomplish this verification.

14.06 In the advent of a creation of a new classification, the Company will proceed, in the briefest of delay, to define the contents of the work and provide a copy of the description to the Union for verification.

14.07 Any disagreement on the job description (classification) contain in Annex A of the present collective agreement and / or all new additions may become subject of a grievance as herein provided in Article 9 and 10 of the collective agreement. In such a case, the grievance will proceed directly to the third step.

## ARTICLE 15: HOLIDAYS

15.01 a) The Company shall observe the following holidays:

The working days before New Year's Day  
New Year's Day  
The working day following New Year's Day  
Good Friday  
Dollard's Day  
Fête Nationale du Québec  
Dominion Day  
Labour Day  
Thanksgiving Day  
The working day before Christmas  
Christmas Day  
The working day after Christmas Day  
One floating holiday

b) For the purpose of the 1996 end of year celebration, the plant will close its doors at the end of the evening shift on Monday, December 23, 1996 and will reopen on Monday, January 6, 1997 at 7:00 a.m. The holidays will be observed as follows:

December 24, 1996	Working day before Christmas
December 25, 1996	Christmas Day
December 26, 1996	Working day after Christmas
December 27, 1996	Floating holiday
December 30, 1996	Unpaid holiday
December 31, 1996	Working day before New Year
January 1, 1997	New Year's Day
January 2, 1997	Working day after New Year
January 3, 1997	Unpaid holiday

For the Christmas holidays of 1996, employees will have to work two (2) eight (8) hour shifts at regular time on a Saturday to make up for the two unpaid holidays. These two days will be considered as regular work days.

These two Saturdays will be worked between October 1, 1996 and December 21, 1996. A seven working day notice will be given to all employees.

For the purpose of the 1997 end of year celebration, the plant will close its doors at the end of the evening shift on Tuesday, December 23, 1997 and will reopen on Monday, January 5, 1998 at 7:00 a.m. The holidays will be observed as follows:

December 24, 1997	Working day before Christmas
December 25, 1997	Christmas Day

December 26, 1997	Working day after Christmas
December 29, 1997	Floating holiday
December 30, 1997	Unpaid holiday
December 31, 1997	Working day before New Year
January 1, 1998	New Year's Day
January 2, 1998	Working day after New Year

For the Christmas holidays of 1997, employees will have to work one (1) eight (8) hour shift at regular time on a Saturday to make up for the one unpaid holiday. This day will be considered a regular work day.

This Saturday will be worked between October 1, 1997 and December 20, 1997.

c) On the occasion of March 8th, "INTERNATIONAL WOMEN'S DAY", all the female employees of Lightolier Canada will benefit of an extended lunch period of two (2) hours with no loss in salary to proceed in the celebration of this day.

The "INTERNATIONAL WOMEN'S DAY" will be held on the following days:

1. Friday, March 7, 1997
2. Monday, March 9, 1998

15.02 Employees will not be required to work on these holidays and shall be paid for up to ten (10) hours at their regular rates.

Employees who, on the day of a holiday, are on lay-off (conditional upon 15.07) or victims of an illness or accident, work related or not, will have the right to receive the difference between their regular wages and payment they would receive from applicable wage indemnification programs public or private, for the holiday.

15.03 All holidays herein enumerated shall be paid during the life of this Agreement, regardless of the days of the week upon which they may fall.

15.04 Should any of the above-mentioned holidays fall on Saturday, the Friday preceding said holiday shall be observed instead, unless there is a different understanding between the parties.

15.05 Should any of the above-mentioned holidays fall on a Sunday, the Monday succeeding said holiday shall be observed instead, unless there is a different understanding between the parties.

15.06 Should the Federal or Provincial Government legislate an additional paid legal holiday, such holiday will be recognized as a paid holiday in addition to the above.

15.07 In order to qualify for holiday pay, an employee must have made himself available for work the day immediately preceding and succeeding the holiday, except for the following reasons: death in the immediate family, jury duty, verified illness, circumstances outside his control, if he has prior permission to be absent, Union business, or if he has been laid off for a period of thirty (30) days or less or the four first months of maternity leave.



For the Christmas and New Year's holidays, an employee will only lose holiday pay equivalent to the day or days missed before or after a holiday or holidays.

The conditions outlined above will not apply for the celebration of "La Fête Nationale du Québec", as eligibility provisions for payment of this holiday are covered by law and would prevail.

15.08 If, at the request of the Company, an employee works on one of the paid holidays mentioned in articles 15.01 and 15.06, he will be paid at a rate of two (2) times his rate for all hours worked in addition to remuneration he is entitled to for the holiday.

## **ARTICLE 16: BEREAVEMENT LEAVE**

### **16.01 Death in the "immediate family"**

The immediate family shall mean the employee's spouse, children, mother or father.

In the event of a death in his immediate family, the employee shall be paid up to a maximum of five (5) working days absence at his regular hourly rate for the number of hours in his regular shift, but not to exceed ten (10) hours per day from the day of the death of the deceased to assist or make necessary funeral arrangements, mourn or execution of the will and/or estate.

### **16.02 Death of close relative**

A close relative is defined as a brother, sister, father-in-law, mother-in-law, daughter-in-law, son-in-law and grandchildren of the employee. In the event of a death of a close relative, the employee shall be paid up to three (3) working days absence at his regular hourly rate for the number of hours in his regular shift, but not to exceed ten (10) hours per day for the purpose of attending the funeral, to assist in making necessary funeral arrangements and other related duties.

### **16.03 Death of a relative**

A relative is defined as a brother-in-law, sister-in-law, grandmother and grandfather. In the event of a death of an employee's relative, he shall be paid for one (1) day of absence at his regular hourly rate up to a maximum of ten (10) hours for the purpose of attending the funeral.

16.04 An additional bereavement day with pay will be granted to attend the funeral if the funeral of an immediate member is held outside a two hundred kilometers (200K) radius of the employee's home.

OR

In the cases where there is a death of an immediate family member, two (2) additional days with pay will be allowed to attend the funeral if the funeral is held outside the country.

### **16.05 Parental leave**

In the event of a birth or adoption of a child, the provisions under article 81.1 of the Employment Standards Act will apply.

All of these paid days off will be for up to ten (10) hours at the employee's regular hourly rate.

16.06 Should a death occur during the vacation period, the equivalent number of days will be deferred to a later date in order that the employee may benefit from his vacation period.

## **ARTICLE 17: VACATIONS**

17.01 The vacation year shall be from May 16th to May 15th of the following year.

17.02 Employees entitled to two (2) weeks or more of vacation shall have their vacation scheduled not later than May 1st, and the said vacation shall be taken between June 15th and September 15th of that year.

However, a minimum of 70% of the workers in any one department / cell shall be available at work at all times. Seniority shall prevail.

When all the vacations have been scheduled, they shall not be changed except with the consent of the employee affected and the employer.

In mutual agreement with the Company and employee, the buy back of vacation time, if required, will be done in accordance with the Act Respecting Labour Standards of Quebec.

17.03 Vacations and vacation pay shall be on the following basis:

- a. Less than 4 years: 2 weeks (4%) plus 50.00\$ vacation bonus.
- b. 4 years but less than 9 years: 3 weeks (6%) plus 115.00\$ vacation bonus.
- c. 9 years: 4 weeks (8%) plus 200.00\$ vacation bonus effective November 17, 1996.

The vacation bonus will be paid out the third week of July of each year.

17.04 Vacation pay based on a percentage of total earnings shall never be less than the regular work week of forty (40) hours at the employee's regular hourly rate including his shift premium differential for every week of vacation.

This provision shall apply to all employees who have ten (10) months or more of service with the Company during the vacation year.

For the purposes of calculating total earnings referred to above, the following will not be included; bonuses and payments made in relation to any existing or future program.

Employees who will complete their fourth or ninth years of service after the fifteenth of May but before the end of the calendar year, will become eligible for their third or fourth week vacation, whichever the case, once they have completed the service requirement.

17.05 For every statutory holiday which occurs during an employee's vacation period, the employee shall be entitled to an additional day off immediately before or after the vacation period.

Vacation pay owing to an employee will be paid immediately in cases where he is being laid-off, if he quits his employment or if he is dismissed.

Vacation bonus owing to an employee will be paid to him except in the cases of his lay-off, voluntary resignation, or if he is dismissed.

In the case of the death of an employee, vacation pay owing to him will revert to his estate.

17.06 The employee will receive his vacation pay together with his normal wages on the regular pay day preceding his vacation leave.

17.07 The Company will remit to the Union, around the first of December of each year, a list outlining the status of employees in relation to their annual vacations.

17.08 For vacation purposes, the employees in the Operator/Assembler classification will be considered to be in the same department.

17.09 For annual inventory purposes, the following procedure will apply:  
The Company will determine the number of employees required to perform the inventory. The Company will not select more than half of the employees and this, based on knowledge and skills in regards to the work to be accomplished. The balance of the employees will be selected on a voluntary basis.

## **ARTICLE 18: INSURANCE**

18.01

	<b>First year</b>	<b>Second year</b>
* Life Insurance	\$32,000.00	\$32,000.00
* Accidental Death and Dismemberment	\$32,000.00	\$32,000.00

\*Basic Family Dental Plan. A maximum of \$750.00 per calendar year is allowed. For employees only, dentures will be reimbursed at 80% and an additional maximum amount of \$250 will be allocated for that purpose only.

\*Weekly Indemnity Benefits: 70% of basic weekly wages up to a maximum payable of 546.00\$ gross for the duration of this Collective Agreement only.

\*Payment of Benefits: On the first day of disability in the case of an accident not covered by the Workmen's Compensation Board or by "La Régie d'Assurance Automobile du Québec"; on the fourth day in the case of illness, and it shall be payable for a maximum period of 26 weeks for the same continuous disability. On the first day of

hospitalization, if employee is hospitalized for a short or long period or on the first day, if employee has had a surgery performed at a CLSC or clinic and has to be absent from work after the surgery.

\*The Company shall pay full cost of the insurance premium.

\*For more information, please refer to your book "Your Collective Insurance Plan".

18.02 The Company will continue to maintain the benefits on the employee's insurance plan presently in effect for the employees covered by this Agreement or any plan that may be mutually agreed upon. Employees to be eligible shall have worked sixty-five (65) days or 520 worked hours.

18.03 In the event that either the Federal and/or Provincial Government should institute legislation which would have the effect to amend or modify the group life, accident and health plans, and should said amendments or modifications have the effect of reducing the premiums, the Company agrees that all monies equivalent to said reduction in cost shall be credited to the group life, accident and health plans for the purpose of adding benefits to the plans, equivalent to said reduction in cost.

#### **18.04 Retirement indemnity**

When an employee has accumulated five (5) years of continuous service with the Company and is between the age of sixty and sixty-five years, he may retire and upon his retirement receive the lump sum of two hundred dollars (\$200.) for each year of accumulated service up to November 17, 1983. Any portion of a year will be treated as a full year for the purpose of this article.

The employees who obtain sixty-three years of age during the calendar year will have the right, if they so desire, to transfer their cumulative retirement indemnity to date, in a pension retirement plan recognized by the Government on condition that this transfer meets with all Government regulations pertaining to this subject.

The accumulation of continuous years of service for the purpose to this Article will cease at the sixty-fifth (65) birthday of an employee.

The Company agrees to continue the employment of those employees who have reached the age of sixty-five on a month to month basis. Each case will be studied individually.

#### **18.05 Pension Plan**

The provisions of a Pension Plan are contained in a separate document and by this reference, form part of the present Collective Agreement.

### **ARTICLE 19: REPORTING PAY**

19.01 Employees reporting for work, unless otherwise informed by the Foreman, Plant Superintendant or by an office employee not to report, shall be guaranteed four (4) hours employment or pay in lieu thereof.

19.02 An employee reporting for work who has been called in for an emergency shall be guaranteed, by the Company, a minimum of four (4) hours pay at the applicable rate.

19.03 In the case of a power failure or any similar situations, all waiting periods will be paid by the Company, as long as the employee(s) remains at work.

## **ARTICLE 20: WASH-UP TIME**

20.01 Employees engaged regularly in polishing, buffing, painting, and spinning, may take ten (10) minutes before the end of the day to wash. All other employees may take five (5) minutes at the end of the day to wash without loss of pay.

## **ARTICLE 21: NO STRIKES / NO LOCK-OUTS**

21.01 The Union and its members agree that there shall be no strikes, slow-down, restriction of production or interference with work at the Company's plant and the Company agrees that there shall be no lock-out during the life of the Agreement.

## **ARTICLE 22: SAFETY AND HEALTH**

22.01 The Company and the Union agree that it is their mutual desire to maintain high standards of health and safety in the plant, and to eliminate at their source dangers to health and safety and to protect the physical integrity of employees in compliance with the rules and regulations of the present article.

22.02 a) The Company accepts the responsibility to make adequate and reasonable provisions for the safety and health of the employees during the hours of their employment. The Union will assist the Management in carrying out any reasonable accident prevention program.

b) The Company is committed to offering working conditions which respect the health, safety and the physical integrity of all its employees according to applicable laws and regulations. It is committed to controlling standards in the work place and to furnishing a sanitary plant, drinkable water as well a decent lighting, ventilation and heating.

The Company is committed to seeking out, identifying controlling and eliminating hazards which may affect the health and safety of its employees. Furthermore, the Company assures that the use of dangerous substances will not harm the health or safety of anyone in the work place.

The Company must advise, to the best of its ability, those involved employees and the safety and health committee of the list of dangerous substances used in the plant.

The Company will supply equipment which meets safety standards and will maintain it in good operating condition.

22.03 a) The Health and Safety Committee will be comprised of at least three Company representatives and at least three representatives from the Union, one of whom shall be the designated safety delegate.

The Committee has, as its function, the promotion of industrial hygiene in the work place. The Committee will make monthly inspections of the plant and equipment and will hold regular monthly meetings. The application of safety and health measures will be in conformity with Bill 17 and its regulations.

b) Duties of the Health and Safety Committee: (extract from Article 78 of Bill 17)

1. To establish within the prevention program, training programs and information in the matter of work, health and safety.
2. To select the individual protective devices and equipment which, while complying with the regulations, are best adapted to the needs of the workers.
3. To become familiar with other elements of the prevention program and to make recommendations to management.
4. To participate in the identification and evaluation of risks related to the work place and to the work performed by employees as well as identifying contaminants and dangerous materials present in the work place.
5. To keep a record of work accidents and work related illness and the events which would have caused them.
6. To forward to the Commission, information that it requires as well as an annual report of activities in conformity with the regulations.
7. To receive copies of accident reports and to investigate incidents which caused or which could contribute to the cause of a work accident or occupational disease and to submit appropriate recommendations to the Company.
8. To receive suggestions and complaints from the workers, the Union and the Company concerning health and safety in the work place, take them into consideration, to record them and to respond to these suggestions and complaints.
9. To receive and to study reports of plan inspection tours.

22.04 All employees must:

1. Become familiar with prevention programs which apply to them.
2. Cooperate with the Health and Safety Committee as well as with all persons charged with the application of the laws and its regulations.
3. Take all measures at their disposal to protect their health and safety and their physical well being.
4. Not endanger the health, safety or physical well being of other persons at or near his work place.

22.05 Extract from Chapter 3 - Bill 17

The employee who claims that the condition of machinery, tools or equipment which he uses would expose him to danger to his health, safety or physical well-being, must report this fact to his supervisor, the employee may refuse to perform the duties related to his claims until the Health and Safety Committee has ruled on these claims. The employee will suffer no loss of salary as a consequence of his refusal.

22.06 Transportation will be furnished by the Company to any employee injured or taken seriously ill in the plant when it is necessary for the employee to leave the plant to receive proper medical attention and such employee shall be paid the applicable rate to the end of his work day.

If, as a result of the above, the doctor recommends that the employee should not return to his home using his own transportation, or if the employee does not have his own transportation, and cannot due to the gravity of his condition use public transportation, or if using public transportation cannot reach his permanent address within two (2) hours after leaving the hospital, or medical clinic, he will be reimbursed his transportation expenses upon documentary proof of payment.

#### 22.07 Personal Protective Equipment

- a) The wearing of safety footwear is mandatory at all times for all employees throughout the plant.

Employees must purchase their own safety footwear which must meet the established standards.

An amount of \$95.00 will be remitted to all employees who are part of the Seniority List. This amount will be given on the first Thursday of the month of March of each year, beginning March 1995. Employees must submit, once a year, proof of purchase (invoice). The \$95.00 amount includes all taxes.

Employees who's shoes have been damaged while working, will have the shoes replaced. However, the Company reserves the right to have the damaged shoes returned.

- b) The Company will furnish ordinary safety glasses, or as needed, prescription glasses with safety frames and lenses; the employee who wish to purchase their own prescription safety glasses can obtain a reimbursement of their purchase once per year upon presentation of a proof of purchase up to:

one hundred dollars (\$100.00) as of November 17, 1996.

In addition, the Company will reimburse a maximum of \$50.00 towards the repair of glasses damaged while working (non recognized by the CSST) once during each eighteen (18) month period.

The wearing of safety glasses is obligatory at all times for all employees in the plant. The Company reserves the right to demand that all employees return the damaged glasses in return for a replacement pair.

- c) The Company will maintain its past practice in relation to payments made to employees who damage their clothes in resulting from the nature of their work in conforming with the law.

22.08 Any employee suffering from disability as a result of an industrial accident or illness which has been accepted by the Workmen's Compensation Board of Quebec shall receive from the Company, on a weekly basis and up to a maximum of eight (8) weeks, the sums he is entitled to receive according to the said Board, on the condition that he completes the form supplied to the Company by the Board, authorizing them to reimburse all the furnished monies directly to the Company. At all times, upon demand, the employee may verify if the money he has received is identical to the reimbursement made to the Company directly to the CSST.



22.09 In the event that an employee becomes permanently incapable of doing his regular job because of medical reasons in the opinion of his attending physician and the Company's physician (or a medical specialist chosen by the parties if both doctors do not concur), the Company must offer the employee work in the same wage bracket if the employee can accomplish such work; if that proves impossible, the employee will have the right to bump another less senior employee according to Article 6, from a job that he can perform.

### **ARTICLE 23: HEAT PROCEDURE**

23.01 The Company and the Union both agree that the factors which may influence the comfort of the employee is the Plant air, temperature, humidity and air velocity.

During excessive heat periods, the Plant Engineering Department, in the presence of the Union President, will take a Humidex reading every hour and will inform each department supervisor who will then post the reading in plain view of all employees.

For employees of the second shift, the last reading taken by the Plant Engineering Department will be used for the start of that shift. Subsequent readings will be taken by the Supervisor in the presence of the Shop Steward and the results posted.

If the Humidex reading is at 40 or over:

- a. the Company may suspend operations and close its doors.
- b. the employees will have the freedom to leave work or to continue working.

Employees wishing to leave work under the conditions outlined in this article will be able to do so but are required to leave at fixed hours only after advising their respective supervisor.

If the Humidex reading is greater than 38, employees will have the right to an additional five (5) minutes at their rest periods. The employees in both the painting and polishing department will have the right to an additional ten (10) minutes at their rest period if the humidity reading is greater than 38.

23.02 If the Company desires to keep some employees working, the work shall be done on a voluntary basis.

23.03 When employees report to work and the temperature in the plant is below fifteen (15) degrees Celcius (60 degrees Fahrenheit), they shall have the right to leave their work and return home.

Employees wishing to leave work under the conditions outlined in this article must advise their respective supervisor.

### **ARTICLE 24: PLANT WORK**

24.01 Company employees who are excluded from the bargaining unit shall not perform the work normally performed by employees in the bargaining unit, except in the following circumstances:

The Foreman to:

- train a new employee or show an employee how he wants the job done.

- fill in for an employee who refuses upon request from the Foreman to work overtime when no other employee is available.

Employees of Engineering and Drafting Departments to:

- verify the first pieces in production.

- initiate a new product.

- operate a new machine.

It is understood that no regular employee shall be deprived of the regular or overtime work which his classification would otherwise rightfully give him. All grievances relating to the violation of this clause will be submitted directly to the third step.

#### **ARTICLE 25: CAR AND TOOL ALLOWANCES**

25.01 All employees who use their car at the request of Management shall be paid twenty-five (25) cents per kilometer for the use of their car. However, the refusal of an employee to use his car on Company business shall not be a matter of disciplinary action.

25.02 The Company will pay for the purchase of special tools inherent in the job or required by the standardization of the metric system. Also, the Company will provide an allocation of one hundred (\$100.00) dollars to the employee in the classification 8, 10, 11 and 12. The Company will pay upon proof of purchase of said tools.

#### **ARTICLE 26: JURY AND WITNESS DUTY**

26.01 When an employee is called for Jury Duty, or examination for Jury Duty, or acts as a witness assigned by a subpoena in a case of other than his own, the Company shall pay the employee the difference between his regular rate up to ten (10) hours per day for each day of such absence. This payment shall be made upon documentary proof of the above duties and the payment receive therefrom.

#### **ARTICLE 27: DISCHARGE, SUSPENSION AND REPRIMANDS**

27.01 If an employee is reprimanded, suspended or discharged and this is noted in his record, a written copy of the notice will be given to him as well as the Union within twenty-four (24) hours of the event. Notices prior to six (6) months for minor offenses or twelve (12) months for major offenses will not be considered.

27.02 A claim by an employee or the Union that he has been unjustly discharged or suspended from his employment shall be treated as a grievance if a written statement of such grievance is lodged with the Company within five (5) working days after the day of occurrence.

27.03 Such discharge, suspension or reprimand grievances may be settled by an arrangement which, in the opinion of the parties, is just and equitable. In cases of discharge or suspension the Arbitration Board will also have the right to modify such disciplinary measures.

27.04 A discharged or suspended employee will be permitted a reasonable period of time to discuss his suspension or discharge with his Shop Steward before leaving the Company premises.

27.05 In the event that an employee is reprimanded in the presence of management, whether or not such reprimand will involve sanctions which will be recorded in the employee's file, the employee has the right to request the presence at this meeting of his shop steward, or in his absence, the presence of an Union officer of his choice.

## **ARTICLE 28: LEAVE OF ABSENCE**

28.01 Employees who become pregnant must report their pregnancy within four (4) months after conception and their leave of absence will start on the day determined by their attending physician. With the approval of their attending physician, the employee will return to work.

An employee may prolong her leave of absence up to a period of one (1) year after the date of birth. She must however advise her supervisor of her decision.

28.02 The Company agrees to grant to employees selected by the Union, a leave of absence without pay as follows:

- four (4) delegates to attend Union conventions
- three (3) delegates to attend training sessions

The Union shall give written notice to the Company at least five (5) working days beforehand.

- three (3) delegates to prepare an arbitration file and grievance committee
- four (4) delegates to attend preparation meetings to negotiate a new contract.

The Union shall give written notice to the Company at least three (3) working days beforehand.

28.03 An employee returning to work from a leave of absence will resume the position he held prior to the leave of absence and obtain the rate prevailing. If the position no longer exists, due to shortage of work, he will be permitted to replace an employee with less continuous service as provided in ARTICLE 6.05 - SENIORITY.

28.04 All leaves of absence are without pay and continuous service and seniority rights of the employee shall accumulate during the leave of absence stipulated in Section 28.01 and 28.02.

28.05 The Company shall pay, at the regular hourly rate, members of the Negotiation Committee of the Union, not to exceed four (4) in number for the time spent during regular working hours at the negotiation table.

28.06 At the request of the Union, the Company will grant to a person selected by the Union, an unpaid leave of absence to permit him to attend to Union business on a full time basis. Such leave will be for up to one year and will be granted once per duration of the Collective Agreement. The leave may, however, be extended by mutual agreement. The person selected by the Union may opt to return to his original position by advising the Company in writing fifteen (15) working days in advance of his return. His seniority will continue to accumulate during his leave of absence. Upon his return to work, his group insurance benefits will be reinstated.

28.07 All absence for Union business will not be paid; however, the Company will reimburse representatives of Local 576-Q of the C.E.P. at their regular rate plus premiums, if applicable, for all regular hours devoted to Union business. All amounts paid thusly will be invoiced monthly by the Company and forwarded to the Union local; the Company will supply a breakdown of the account and the local Union must reimburse this amount to the Company within ten (10) days following receipt of the account.

28.08 The Company agrees to grant a leave of absence for a maximum of one (1) year to allow an employee to pursue his studies on a full time basis in a field that is related to a possible position with the Company.

The employee who wishes such a leave of absence must request it thirty (30) days in advance, in writing, and supplying a course outline and registration form.

At the end of the leave of absence, the employee must submit a copy of his course results. During his leave, the employee retains and accumulate his seniority. The insurance plans will begin on his return to work.

## **ARTICLE 29: UNION REPRESENTATIVE**

29.01 The Company recognizes the following committees of which representatives of the local Union shall be duly designated and approved by the C.E.P. The Executive Committee, the Safety and Health Committee, the Negotiating Committee, the Grievance Committee, the Steward's Committee and the Women's Right Committee.

29.02 The Company will compensate representatives of the Union who are officially designated, at the applicable rate, for time spent in the investigation or handling of a grievance and for participation in meetings of the Health and Safety Committee where the Union representative has received prior approval from his supervisor or the Production Manager.

29.03 The Union agrees to provide the Company with a list of all duly elected Officers and Shop Stewards, a maximum of:

### *1st shift*

- 1- for the Machine Shop, Tool Room, Maintenance.
- 1- for the Assembly Department.

- 1- for the Service Department.
- 1- for the Paint Shop and Buffing.

*2nd shift*

- 1- for the Machine Shop and Buffing.
- 1- for Assembly and Paint Shop.

*3rd shift*

- 1- for Machine Shop and Buffing.
- 1- for Assembly and Paint Shop.

A Shop Steward must hold a classification in a department and on the shift he represents.

**ARTICLE 30: SEVERANCE PAY**

30.01 a) In the event of a permanent plant closure, the Company agrees to pay severance allowance to each employee still at work at the time of the plant closure. Employees having recall rights at the time of the plant closure will also be eligible for an allowance.

b) In the case of a permanent department closure, employees permanently laid-off will be eligible for an allowance; in order to have the right to such an allowance, employees must waive their recall rights.

c) The allowance outlined above in a) and b) will be established as follows:

up till five (5) years of seniority:  
\$250.00 per year of service

more than five (5) years of seniority:  
\$400.00 per year of service

ten (10) years of seniority:  
\$500.00 per year of service

An additional contractual amount of \$2,000.00 will be accorded to those employees who attain the age of fifty-five (55) and have ten (10) years of service.

**ARTICLE 31: BILINGUAL CONTRACT**

31.01 As a term of settlement, it is agreed that the Company shall print in a booklet form and distribute to all present and future employees, upon hiring, a bilingual copy (French and English text) of the new Collective Agreement, no later than sixty (60) days after the execution thereof.

**ARTICLE 32: DURATION AND RENEWAL**

32.01 The agreement will be in effect for two (2) years commencing November 17, 1996 and ending November 16, 1998.

32.02 Should either party wish to terminate, modify or amend this Agreement, it shall have to do so in accordance with the Quebec Labour Code.