

COLLECTIVE LABOUR AGREEMENT

BETWEEN

KVAERNER HYMAC INC.

**2995 Le Corbusier Boulevard
City of Laval, Québec
H7L 3M3**

Hereinafter called the "Company"

AND

SYNDICAT DES TRAVAILLEURS DE

KVAERNER HYMAC INC. (CSN)

Hereinafter called the "Union"

**In force from December 23, 1996
to December 3, 2000.**

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**ARTICLE 1
UNION RECOGNITION AND JURISDICTION**

1.01 Pursuant to the decision rendered June 15, 1972, by the Chief Investigation Commissioner by virtue of the Quebec Labour Code, the Company recognizes the certified Union as the sole bargaining agent relative to the working conditions for the group of employees described as follows:

"All the employees within the meaning of the Labour Code with the exception of office employees and salesmen."

**ARTICLE 2
PURPOSE, LANGUAGE AND INTERPRETATION
OF AGREEMENT**

2.01 In order to establish fair working conditions and an efficient and economic industrial operation so as to maintain harmonious relations between the Company and its employees, the present Collective Agreement sets forth the understanding reached between the parties as regards to wage rates, hours of work, seniority rights, the orderly system for settling grievances, the cleanliness of the plant, the safety of the employees, the system of consultation between the parties and all other working conditions.

2.02 Any provision of this Collective Agreement which conflicts with legal provisions is automatically void and has no effect. However, all other provisions of this Collective Agreement shall remain valid.

2.03 All the provisions of this Collective Agreement are interpreted one by the other, giving to each the meaning derived from the entire Agreement.

2.04 This Collective ~~Agreement~~ shall be interpreted according to normal rules of contract interpretation.

2.05 The Appendices ~~form an~~ integral part of this Collective Agreement.

2.06 This Collective Agreement is written in the French language and an English translation is available. However, in all cases of application or interpretation of the Collective Agreement the French version prevails.

ARTICLE 3

WORK BY EMPLOYEES NOT INCLUDED IN THE BARGAINING UNIT

3.01 The occupations governed by this Agreement and included in this **unit** will not be performed by a supervisor or by **an** employee excluded from the unit, except in case of emergency to assure the protection of persons or property or for the purpose of experiments or training for a period which will not normally exceed ten (10) consecutive working days. The Company will have the burden of proof.

3.02 If an employee had accepted to **work** overtime and doesn't report to work, **a** supervisor present may, if necessary, do the work for a maximum of two (2) **hours**.

ARTICLE 4
SUB-CONTRACTING OF BARGAINING UNIT
WORK

4.01 a) The Company agrees to continue to apply its policy of using the employees, including those who are on layoff, for the production and maintenance work to be performed at its plant during or outside of the normal workday and/or work week, insofar as its tools and/or its equipment and/or its material permit it and insofar as the employees are available and qualified to accomplish such work in an efficient manner and within the stipulated delays. The Company will have the burden of proof.

b) If it happens that the Company sub-contracts the performance of work included in the unit at its plant, this shall not be done for the purpose of giving rise to layoffs, dismissals of employees who have completed their probation period, demotions or to delay promotions or recall to work.

ARTICLE 5
NO DISCRIMINATION

5.01 There shall be no discrimination, threat, coercion, disciplinary measures or distinctions on the part of the Company, the Union, the employees or any representative of either party against any person because of the colour of his skin, his race, his sex, his nationality, his language, his marital status, his religious or political beliefs, his membership or non-membership in a union, nor animosity or personal preferences.

**ARTICLE 6
RIGHTS OF THE COMPANY**

6.01 The Company has the rights, powers and privileges which flow from its ownership of the business. Without limiting the generality of the foregoing, the Company **has** the right to manage the business and to direct the work force, to plan and control the plant operations, to choose the materials to be handled, worked or fabricated and the methods of work; to hire, promote, demote, transfer, layoff, suspend and discharge any employee for just cause, to maintain performance, order and discipline, including the establishment of regulations for the proper functioning of the plant.

6.02 The rights, powers and privileges of the Company must at all times be exercised in conformity with the provisions of the present Collective Agreement.

6.03 As regards to plans and specifications given to an employee relating to his work **as well as** the manner and means by which this work must be accomplished, an employee **has** the right to rely on the orders **issued** by the Company's representative responsible for **his** personnel group, section or department following the hierarchy **as** it appears on the list mentioned in Article 35.03.

**ARTICLE 7
UNION DUES AND MEMBERSHIP**

7.01 As **a** condition of employment, every employee must pay the Union dues.

7.02 The Company undertakes to withhold from the **salary** of every employee governed by **this** Collective Agreement the amount established by the Union and advised in writing to the Company.

7.03 Moreover, the Company undertakes to respect the **changes** in the Union dues which occur during the present Collective Agreement provided a prior seven (7) day notice has been given by registered mail to the Company **by** the Union.

7.04 Within fifteen (15) days following the end of the month, any sum so deducted will be remitted to the Union (Treasurer or, during his absence, a member of the executive) with a statement indicating the amount deducted from each employee.

7.05 The Union shall indemnify the **Company and** save it harmless from any claim of **an** employee against the Company in relation to the deductions made according to the present article.

7.06 Any employee who, at the date of the coming into force of the Collective Agreement, was a member of the Union and any employee who subsequently has or will become a member thereof must, **as** a condition of the maintenance of his employment, maintain his membership in the Union during the term **of** the present Collective Agreement, unless he is expelled or suspended from the Union. However, each member of the Union will have the right to revoke his membership and to resign between the ninetieth (90th) and the sixtieth (60th) day preceding the expiration **of** the term of this Agreement.

7.07 If, for whatever reason, an employee's dues are not deducted from his *salary* at the regular time for such deductions, said dues are then deducted from one or more of the following pays.

**ARTICLE 8
COOPERATION**

8.01 The Company, the employees and the Union will combat practices that impede the efficient pursuit of operations to the mutual benefit of the Company and its employees.

8.02 The Company, the employees and the Union will treat each other with consideration.

8.03 The parties agree that once a month, two (2) Union officers and two (2) representatives from the Company will meet to discuss questions regarding work including subcontracting and training needs of Plant employees (except for Health and Safety), and that without loss of normal salary.

**ARTICLE 9
NO STRIKE OR LOCKOUT**

9.01 Considering the orderly method for the settlement of grievances provided for in this Collective Agreement, the parties recognize that the Company does not have the right to declare or provoke a lockout and the Union and the employees, collectively or in groups, do not have the right to declare or provoke a strike or work slowdown designed to limit production.

**ARTICLE 10
GRIEVANCE AND ARBITRATION PROCEDURE**

10.01 In this Collective Agreement, "grievance" means any misunderstanding relating to the interpretation, application or alleged violation of the Collective Agreement.

10.02 A grievance must set forth the facts which gave rise to the grievance, the articles (for information only) of the Agreement upon which it is based and the settlement sought. A grievance may be amended at any time to conform with the facts and the present Agreement, provided such amendment does not change the nature of the grievance.

10.03 If a grievance is not submitted or taken to the next step within the prescribed delays, the grievance shall be considered as withdrawn and non-arbitrable. If an answer is not given within the prescribed delay, the grievance is considered automatically taken to the next step.

10.03.1 A grievance which did not follow the steps provided for in the present article may not be taken to arbitration.

10.04 In order to be binding upon the employees concerned, the Union and the Company, any settlement of a grievance must be in writing, signed by the employees concerned, a representative of the Union and a representative of the Company.

10.05 Any grievance must be submitted in writing within eleven (11) working days following the knowledge of the event which gave rise to the grievance:

a) A grievance which relates to a disciplinary measure, a dismissal, suspension or demotion either disciplinary or administrative, may be submitted at the second step and must be signed by the employee;

b) A grievance which relates to more than one employee and arising from the same event and calling for the same settlement (collective grievance) may be submitted at the second step. The grievance is signed by the grievance director and indicates the names of the grievors or the group of employees concerned;

c) The Union may **submit** at the second **step** a grievance which arises from a decision of the employer affecting Union rights provided for in the present collective agreement (union grievance). The grievance is **signed** by the grievance director. It is agreed that this grievance may not be used to replace an individual or collective grievance.

10.06 FIRST STEP IMMEDIATE SUPERVISOR

Before submitting a grievance, the employee must have discussed the problem with his supervisor. If the employee is not satisfied, he may, accompanied by his steward if he desires, within eleven (11) working days following his knowledge of the event which gave rise to the grievance, submit a written grievance signed by him to his supervisor. Within five (5) working days following receipt of a grievance, a written reply will be given to the employee by the supervisor with a copy to the **Union**.

10.07 SECOND STEP: PERSONNEL DEPARTMENT

If the employee is not satisfied and wishes to pursue with the grievance, he may, within five (5) working days following receipt of his supervisor's answer, submit the grievance in writing to the Personnel Department.

Within ten (10) working days following receipt of the said grievance, a representative of the Company will meet with the employee accompanied by his steward, or the grievance Director to attempt to resolve the problem. In the case of a collective or Union grievance, the company representative will meet the grievance Director, accompanied by a Union officer, to attempt to resolve the problem.

Within ten (10) working days following the meeting or the absence of a meeting, a written answer will be given to the employee concerned by the representative of the Company with a copy to the Union, or to the Union **which** ever is the case.

10.08 THIRD STEP: ARBITRATION

If the employee or the Union is not satisfied and the employee or the Union wishes to pursue With the grievance, the Union must, within fifteen (15) working days following receipt of the Company representative's reply, submit the grievance to arbitration by written notice to the Personnel Department. If within ten (10) working days following receipt of the said notice the Union and the Company have been unable to agree upon the selection of an arbitrator, one of the parties may request the nomination of an arbitrator pursuant to the Quebec Labour Code. The arbitrator so selected or appointed will, after consultation with the parties, fix the earliest convenient date for the hearing.

10.09 a) An employee who is required by the Company to testify at an arbitration hearing will not lose his regular **salary** for the time spent at the hearing.

b) If the arbitrator deems it necessary, all arrangements will be made to allow him to visit the premises or to examine the operations in litigation.

10.10 The arbitrator will render his decision within a maximum of sixty (60) days following the end of the hearing.

10.11 The arbitrator's decision is **final** and binding on the parties. However, the arbitrator does not have the power to change, add or delete anything from the provisions of this Collective Agreement.

10.12 Any disciplinary measure and any dismissal, any suspension or any demotion non disciplinary or administrative by the Company towards an employee may be the object of a grievance. The burden of proof lies with the Company for all cases mentioned in the present clause. The arbitrator has the power to reinstate the employee with full compensation and all his rights and privileges provided by the Collective Agreement, maintain, ~~modify~~ or cancel the decision taken by the Company and, ~~as~~ the case may be, substitute the decision which he thinks just and reasonable, taking into account all the circumstances of the case.

10.13 The arbitrator's fees and expenses will be paid in equal amounts by the parties.

ARTICLE 11 SHOP STEWARDS

11.01 The Union appoints the stewards who, in case of absence, may be replaced by substitute stewards. A steward ~~has~~ jurisdiction only with respect to grievances arising from the shift for which he is appointed. The Union will give an updated list of all stewards and substitutes to the Company ~~as~~ soon ~~as~~ changes are made.

11.02 There shall be one steward per ~~shift~~. In the case the number of employees exceeds forty (~~40~~) for a shift, a second steward will be added and ~~so~~ on for every block of forty (~~40~~) employees.

11.03 A steward may only be appointed ~~from~~ among the employees who have completed their probationary period.

11.04 The duty of the stewards will be to assist in the settlement of grievances according to the provisions of this Agreement. If it becomes absolutely necessary for a steward to put his work aside in order to perform this duty as steward, he must have the authorisation of his supervisor. This permission shall not be refused without valid reason.

11.05 A steward and the grievance Director will be paid at the regular hourly rate for time reasonably spent on the carrying-out of their duty on the Company premises as stipulated in the provisions of the present Agreement provided they were scheduled to work during the time in question.

11.06 Meetings of a steward or the grievance Director with the Company will normally occur during regular working hours. However, if these meetings occur outside regular working hours, the Company will pay the steward or the grievance Director at straight time, up to a maximum of thirty (30) minutes.

ARTICLE 12 DISCIPLINARY MEASURES

12.01 The Company will not impose disciplinary measures of suspension or discharge without prior written warnings to the employee unless the circumstances, which must be serious, justify an immediate suspension or discharge. Any employee who is suspended or discharged will be given Written notice thereof. A copy of any written warning and of any notice of suspension or discharge will be given to the Union within the following working day. The employee who receives such a warning has the right to give his version of the facts in writing to the Company with a copy to the Union.

12.02 The employee and his Union will acknowledge in writing the receipt of any written warning or any notice of discipline, but their signatures will in no way constitute an acceptance of the validity of the disciplinary measure or of the warning.

12.03 a-1) For the purposes of subsequent disciplinary sanctions, the record of warnings and notices of disciplinary measures imposed will not be taken into consideration after nine (9) months of good conduct. In no case will a disciplinary measure be taken in consideration after twelve (12) months of its imposition.

a-2) However, in the cases of disciplinary measure for lack of attendance at work, the record of warnings and notices of disciplinary measure in these cases will not be considered after twelve (12) months without a warning or notice of disciplinary measure of the same nature.

a-3) Absences are not counted in the calculation of these delays.

b) In the case of a grievance for disciplinary measures submitted at the 2nd step, the Company, at the request of the employee, at this step or at a subsequent step, will furnish him with a copy of the applicable disciplinary measures in his file.

12.04 No infraction may be held against an employee more than five (5) working days after the Company became aware of its commission. In the case of this five (5) working day delay, only working days on which the employee is present at work will be counted.

12.05 The Company will not use demotion as a disciplinary measure.

12.06 The delay stipulated in article 12.04 does not apply in cases involving lack of attendance at work.

12.07 Upon **his** written request to the Personnel Department, the grievance Director **will** receive a copy of the absences record when an employee has received a written disciplinary notice for lack of attendance at work.

12.08 At the occasion of a suspension and before an employee is dismissed for lack of attendance **at** work, the Company will meet with the **Union** steward and the employee, if the latter is available, in order to inform him of the state of the employee's attendance record.

ARTICLE 13 SENIORITY

13.01 a) "Seniority" means the length of service of the employee **with** the Company since his last hiring, subject to the provisions of this article.

b) Seniority **is** one of the factors to be considered in the following cases:

- 1) Choice of work shift;
- 2) Choice of vacations;
- 3) Layoff and recall;
- 4)** Promotion;
- 5) Permanent transfer;

the whole subject to the provisions of this Collective Agreement.

13.02 Notwithstanding Article 13.01, until an employee has worked for the Company for eight hundred (800) normal hours, he will have no seniority and may be dismissed at the Company's discretion without recourse to the grievance and arbitration procedure. Upon completion of this probationary period, he will be credited, for seniority purposes, for the time already worked.

13.03 Seniority continues to accumulate during the following absences:

1. Annual vacations;
2. Statutory Holidays;
3. Absences due to illness or accident, up to thirty (30) months or the duration of the employee's seniority at the date of the beginning of the most recent absence, whichever is the shorter period of the two. However, there **is** no limit to the accumulation of seniority in the case of illness or accident covered by the Workmen's Compensation Act (if such accident or illness occurs during working hours and on the Company's premises);
4. Layoffs, up to thirty (30) months or the duration of the employee's seniority at the date of the beginning of the most recent layoff, whichever is the shorter period of the two;
5. Suspensions;
6. Authorized leaves, with or without pay;
7. The period of dismissal when there is reinstatement to work.

13.04 Seniority rights are lost in the following manner and the employee's employment is considered terminated in the case the employee:

1. Voluntarily leaves;
2. **Is** dismissed, subject to the grievance and arbitration procedure;

3. is **laid** off for a period **of** more than thirty (30) months or the duration **of** the employee's seniority at the date of the beginning of the most recent layoff, whichever is the shorter period of the two;
4. Fails to report to work within three (3) working days of the delivery of a recall notice. However, the period of three (3) working days is extended provided the employee proves, **as** soon as possible, that he was prevented from reporting to work within **this three (3)** working days delay because of **an** irresistible cause beyond his control;
5. **Is** absent from work without authorisation during three (3) consecutive working days unless the employee proves **as** soon **as** possible that he was prevented from reporting to work because of **an** irresistible cause beyond his control;
6. **Is** absent due to a non-industrial illness or accident during more than thirty (30) months or the duration of the employee's seniority at the date of the beginning of the **most** recent absence, whichever is the shorter period **of** the two;
7. **Is** declared totally incapable of working following **an** absence for industrial illness or accident of more than thirty (30) months;
8. Does not return to work at the end of **an** authorized absence, unless he proves **as** soon **as** possible and to the Company's satisfaction that he was prevented to do so by **an** irresistible cause beyond his control.

13.05 An employee who is called upon by the Company to fill a function which is excluded from the bargaining unit ceases to accumulate seniority after twelve (12) months of his transfer: if he returns to his previous position in this twelve (12) month period, either at his or at the Company's request or if after this period he is transferred by the Company to a vacant position within the bargaining unit, the seniority which he had when he left the bargaining unit is reinstated plus that seniority which he accumulated at the function excluded from the bargaining unit. This paragraph does not affect the seniority or the duration of service accumulated by those who were transferred from the bargaining unit before May 25, 1977. Those persons who on May 25, 1977, were not in the bargaining unit, will, for the purposes of this paragraph, continue to accumulate seniority for a maximum of twenty-four (24) months from May 25, 1977.

13.06 The Company will maintain a seniority list revised every two (2) months unless there is a substantial change in the number of employees. The list and any revision will be posted in the plant during ten (10) working days and any contestation related to it must be made within eleven (11) working days following the posting in question. A copy of the list and of any revision will be given to the Union.

Of two employees is equal, the alphabetical order of the surname prevails.

ARTICLE 14 VACANT JOBS AND TRANSFERS

14.01 All substantial modifications to the Job Descriptions must be the subject of a signed agreement between the parties. Only modifications to the qualifications and pre-requisites will be considered substantial.

14.02 For any job which is permanently vacant, the Company will post a notice in the plant during five (5) consecutive working days. The notice will indicate the title of the job, the rate of pay and a copy of the applicable job description. A copy of such notice must be transmitted to the Union within the working day which follows the first day of the posting.

14.03 Any application for the vacant job must be made by completing the written form supplied by the Company in three (3) copies and submitting a copy to the supervisor of the applicant during the posting period. The second copy will be remitted by the employee to his steward and the employee will retain the third copy. In the event an employee is absent from the plant during the whole posting period, his steward may make an application on his behalf, provided that the steward is authorised for this purpose by the employee.

14.04 A nomination notice to a vacant job following posting will be posted during three (3) working days with a copy to the Union. The job will not necessarily be filled by one of those who have applied if none of them possesses the qualifications, prerequisites and meets the other relevant requirements to occupy the job.

However in no case the qualifications, prerequisites and other relevant requirements to occupy the job will be superior for the employees to those required from outside candidates.

14.05 a) In the case of a promotion or permanent transfer, seniority will be the determining factor among the employees concerned who possess the qualifications, prerequisites and meet other relevant requirements to occupy the job.

The employee chosen will have a period of familiarization of ~~fifteen~~ (15) days worked. The burden of proof will rest with the Company.

b) A permanent transfer is a ~~transfer~~ of more than twenty (20) days worked within a period of thirty (30) working days and will be posted.

However, the present rule does not apply in the case of a transfer for the purpose of replacing an employee absent because of sickness (4 months or less), accident (4 months or less), article 21, maternity leave, parental leave or vacations.

However, the application ~~of~~ this provision must not be for the purpose of preventing the opening and posting of a vacant or new job.

14.06 Nothing in this Collective Agreement prevents the Company, in order to meet production requirements, from temporarily transferring an employee from one ~~task~~ to another provided that no temporary transfer lasts more than twenty (20) consecutive days worked. However, the application of this provision must not be for the purpose of preventing the opening and posting of a vacant or new job.

14.07 a) An employee who is temporarily transferred, at the request of the Company, from his classification to a superior classification will receive the rate of the superior classification as soon as he has been transferred for one complete ~~shift~~.

b) An employee who is temporarily transferred at the Company's request from his classification to an inferior classification will keep the rate of his regular classification.

14.08 The training program cannot be used to hire qualified tradesmen.

**ARTICLE 15
LAYOFF AND RECALL**

15.01 In the case of a layoff, seniority will be the determining factor provided the employee concerned has the qualifications, pre-requisites and meets the other relevant requirements to occupy the job. The employee will have a familiarization period of five (5) days worked, the burden of which rests with the Company. In a layoff context, **an** employee may refuse to move to another occupation without losing his seniority. This refusal must be in writing and will be considered as final.

15.02 The Company will give notice **of** layoff of three (3) days or an indemnity equivalent to three (3) days of **normal salary** to all employees concerned with a copy to the Union unless it **is** impossible for the Company to **do** so due to a cause beyond its control.

After a period of six (6) months of continuous layoff, the Company will pay to the employee concerned an indemnity equivalent to two (2) days **of** normal **salary**.

15.03 In the case of a recall to work, seniority will be the determining factor provided the employee concerned **has the** qualifications, prerequisites and meets the other relevant requirements to occupy the job. The employee will have a period of familiarization of five (5) days worked, the burden of which rests with the Company.

15.04 a) An employee recalled to his regular occupation cannot refuse this recall.

b) A refusal of a recall to **an** occupation other than his regular occupation will be considered by the Company **as final**. This refusal must be in writing and does not lead to the loss of **his** seniority.

15.05 When there are employees on layoff in a trade, there can be no apprentices in **this** trade.

ARTICLE 16
HANDICAPPED EMPLOYEES

16.01 When an employee can no longer perform the work of his permanent occupation with the level of efficiency and safety required by the Company because of a deterioration of his physical state or due to an accident or sickness compensable under the Workmen's Compensation Act, he will be given **any** available work for which he has the required qualifications, prerequisites and capacity provided he accepts any special working condition established by the Company, the whole notwithstanding the normal rules of seniority and following agreement between the Company and the Union.

ARTICLE 17
TECHNOLOGICAL CHANGES

17.01 The Company will notify the Union of the introduction of any new technology three (3) months in advance if such new technology affects the status of the employees.

17.02 Upon request by the Union, the Company will meet with two (2) **officers** to discuss reasonably of the introduction of any new technology.

17.03 a) Following the introduction of a technological change, the Company provides a familiarization and training period of up to 30 working days to the employee affected by the change if the employee has the qualifications, prerequisites and meets the other relevant requirements to occupy the job.

b) If the job is not filled this way, the Company assigns the work to an employee **in** the occupation concerned in accordance with seniority, aptitudes, qualifications, prerequisites and meets other relevant requirements to occupy the job.

17.04 **An** employee displaced by the introduction of new technology or **an** employee who has received the training provided for in paragraph 17.03 a) and whose performance is not satisfactory, may displace in any **job** held by **an** employee with less seniority, provided he has the qualifications, prerequisites and meets the other relevant requirements to occupy the job. However, in the case of the employee who has received training **from** the Company, the Union, the employee and the Company will meet in order to discuss the problem and **try** to resolve it and, if there **is** no solution, the employee may displace **as** provided for above.

The Company may provide **a** reasonable **familiarization** period to the employee displaced by the technological change.

ARTICLE 18
PROFESSIONAL TRAINING

18.01 Subject to any applicable law, the Company may accept to give financial aid to the number of employees it considers appropriate for the purpose of enabling them to take improvement courses relating to the work the employee permanently performs, this subject to any condition the Company established in advance and **as long as** this does not affect its manpower needs necessary for the execution of the work covered by the present Agreement.

18.02 When the Company decides to train an employee, it chooses the employee to train on the basis of seniority in the occupation concerned, aptitudes the burden of which rests on the Company, and the interest to acquire this training, qualifications and prerequisites, identified needs, and the relevance of the training, considering the **tasks** to be performed. Training given to a group cannot be refused by an employee.

ARTICLE 19
SAFETY AND HYGIENE

19.01 a) The Company, the employees and the Union cooperate in promoting safety and hygiene in the plant.

b) The employees must obey safety and hygiene rules and must use the protective devices **and** equipment.

c) The company, the Union and the employees cooperate in view of maintaining a clean and tidy plant.

19.02 The Company continues to take reasonable means to ensure the health and safety of the employees at all times on the work premises.

19.03 The heating, ventilation and **sanitary** facilities will be in conformity with the requirements of the law.

19.04 If an employee discovers a dangerous situation in the plant, he must immediately report it to his supervisor. If the problem is not solved, the employee should inform the safety committee in writing. In **this** case, the committee's role will be to suggest corrective actions.

19.05 A safety committee is formed and made up of two (2) employees appointed by the Union and two (2) Company representatives. The function of this Committee is to study matters relating to plant safety and **health** and to make recommendations in this regard, which the Company will examine with priority.

19.06 The participation of employees who are members of the Safety Committee will be without loss of **normal** salary.

19.07 The Company continues to provide a first-aid service during all **working** hours. During **working** hours there will be at least one person on the premises who has received the St. **John's** Ambulance training or its equivalent to administer first-aid.

19.08 If the Safety Committee deems it necessary, it may enlist the help of any Union steward **as well as** of any plant supervisor.

Each of the parties **may**, at its **own** expense, use the help of **an** outside advisor in matters of safety. His recommendations or reports may be presented to the Safety **Committee**. **These** advisors may be present during any investigation made at the plant by government inspectors.

19.09 The Safety Committee normally meets every three (3) weeks. A member of the Safety Committee may also call the committee in cases of emergency.

19.10 The members **of** the Safety Committee receive **a** copy of the minutes. They will also have access to the documents and studies examined by the Committee.

19.11 a) The Company continues to provide the safety protective devices required for **this** purpose.

b) At the request of the employee, the Company will give, normally once per twelve (12) month period, a coupon valid for the purchase **of safety shoes at a** specified retailer. The Health and Safety Committee chooses the models up to a maximum of \$75.00 (\$100.00 for welding and preparation) plus applicable taxes. The employee must wear his new shoes at work and must return to the Company the shoes previously provided to him. The employee will be responsible for voluntary damages or loss. The employee cannot modify his shoes.

On January 1st, 1997, the amount will be increased to \$80.00 and to **\$105.00** for welding and preparation.

On January 1st, 1998, the amount will be increased **to** \$85.00 and to **\$110.00** for welding and preparation.

On January 1st, 1999, the amount will be increased to \$90.00 and to **\$115.00** for welding and preparation.

On January 1st, 2000, the amount will be increased to \$95.00 and to \$120.00 for welding and preparation.

c) Safety glasses will be provided by the Company. In the case of prescription safety glasses, the Company will give, if necessary, once per twelve (12) month period, a coupon valid for the purchase of prescription safety glasses at specified retailers. The employee must wear his new glasses at work and must return to the Company the glasses previously provided to him. The Health and Safety Committee chooses the models up to a maximum of \$135.00. The employee will be responsible for voluntary damages or loss. The employee cannot modify his glasses.

On January 1st, 1997, the amount will be increased to \$140.00.

On January 1st, 1998, the amount will be increased to \$145.00.

On January 1st, 1999, the amount will be increased to \$150.00.

On January 1st, 2000, the amount will be increased to \$155.00.

d) The Company will supply five (5) sets of work suits (shirt and pants or coverall) as well as the cleaning service for these clothes. The employee will be responsible for voluntary damages or loss. At the time of layoff or end of employment, he must return these, otherwise a deduction will be made from his pay. If an employee wears clothing other than those provided by the Company, they must be clean and must conform to the standards established by the Company.

19.12 At the time of a government safety and health inspection at the plant, one employee member of the Safety Committee will be advised and, at his request, will be present at the time of the inspection. If a written report of the inspection is made, it will be made available to the Safety Committee.

19.13 If it becomes absolutely necessary for a member of the Safety Committee to suspend his work in order to perform his duties as a Union member of the Safety Committee, he must advise his supervisor of the circumstances. This right will not be used in an abusive manner by the members of the Safety Committee.

19.14 In the event of a work accident, the Company will supply the employee return transportation to a medical centre closest to the plant.

19.15 In the case the company requires a medical examination by its doctor, and if such examination takes place during normal work hours during which the employee should have worked, he will suffer no loss of normal salary. Medical costs incurred at the occasion of such examination are assumed by the Company.

When the conclusions of the Company's doctor and those of the employee's do not match, or if one of them **omitted** to render a conclusion on one or more **of** the relevant issues, the Company or the employee may request the nomination of a third doctor (agreed to by the parties) to examine and decide the relevant medical question. The opinion submitted by the third doctor is carried out.

If there is no agreement between the parties within five (5) working days of the request for the nomination of a third doctor, one of the parties may request the "Societe des medecins-experts du Quebec" to name one in the speciality concerned. The Company may transmit the file to the doctor chosen or named. The doctor's written opinion with reasons is sent to the parties **as soon as possible**. When a third doctor is appointed, the expenses and fees of the third doctor are paid by the Company.

However, with regards to medical examinations related to the application of the "Loi sur les accidents du travail et les maladies professionnelles", the Company continues the present practice.

19.16 The Company will provide the Safety Committee in writing, upon request, the available information concerning any chemical product **used** or emitted during work at the plant as well **as** the dangers inherent to these products.

19.17 The employer cannot require that an employee works alone in **an** isolated area **unless** an efficient safety system be put in place.

19.18 The Safety Committee organizes hearing examinations every five (5) years, if the Government mobile laboratory unit is available to come on the Company premises, for all shop employees and these examinations will take place during normal working hours and without loss of normal salary.

19.19 The Union will appoint a member of the Health and Safety Committee as prevention representative who will have the powers and functions provided in the occupational Health and Safety Act. He will be ~~allowed~~ the number of hours granted by the Act and the regulations.

ARTICLE 20 BEREAVEMENT LEAVE

20.01 a) In the case of the death of his consort or of his child, an employee will be given permission to be absent for a ~~maximum~~ of five (5) consecutive working days, including the day of the funeral.

b) In the case of the death of his father, his mother, his brother, his sister, his mother-in-law or his father-in-law or the mother or the father or the child of his consort, an employee will be given permission to be absent for a maximum of three (3) consecutive working days, including the day of the funeral.

c) In the case of the death of his grandfather or grandmother, an employee will be given permission to be absent for a maximum of two (2) consecutive working days, including the day of the funeral.

d) In the case of the death of his brother-in-law, sister-in-law, or grandchild, an employee will be given permission to be absent for one (1) day, the day of the funeral.

e) In the present article, the word consort ~~means~~ :

i) A man and a woman who are married and cohabiting;

ii) A man and a woman who live together as husband and wife and are the father and mother of the same child:

iii) A man and a woman who have been living together as husband and wife for at least one year.

20.02 If, because of the distance between an employee's residence and where the funeral is held, it is impossible for an employee, considering the transportation facilities which are accessible to him, to travel to and from the funeral within the delays stipulated in clause 20.01, he may request from the Company an additional leave of absence without pay which will not be refused to him without valid reason.

20.03 If one or several of the days stipulated in article 20.01, is one on which the employee was scheduled to work, he shall be paid for seven hours and forty minutes (7.67 hours) per day at his regular hourly rate.

20.04 To qualify for paid bereavement leave, an employee must:

- a) give notice to his immediate superior before taking leave, or, if this is impossible, advise the Company as soon as possible;
- b) attend the funeral, if possible;
- c) furnish proof of death if required by the Company.

ARTICLE 21
UNPAID AUTHORIZED LEAVE OF ABSENCE
(UNION BUSINESS)

21.01 In the event of conventions, seminars or other Union or professional meetings outside the Company's premises, the Company grants for the group of employees covered by this Collective Agreement a total of seventy-five **(75)** days' unpaid leave of absence per calendar year subject to the following conditions:

- a)** no more than three (3) employees (with a maximum of two **(2)** per department for the store or preparation) will be absent at a time (same occasion) except in case of the bargaining committee, or the executive committee (maximum five **(5)** officers);
- b)** a written request, specifying the exact duration and dates of absence **has** been given to the supervisor and to the Personnel Department at least two **(2)** full working days in advance for an absence of one **(1)** working day or less and at least one **(1)** week in advance for an absence of more than one **(1)** working day;
- c)** during a year in which collective bargaining for the renewal of the present Collective Agreement is held, the above-mentioned days of absence without pay used by the members of the Union negotiation committee for negotiation meetings with the Company, will not be deducted from the seventy-five **(75)** days' mentioned above;

- d) the authorized leave of absence without pay of a Union officer granted as per the present clause, does not reduce by itself his vacation indemnity. For the purposes of determining the said indemnity, the Company will calculate this indemnity as if the Union officer had worked his regular hours the days of authorized leave of absence without pay.

21.02 An authorized leave of absence without pay is granted to an employee who is elected or appointed by the Union to work on a full-time basis on Union business, subject to the following conditions:

- a) no more than one (1) employee will be absent at a time (same occasion);
- b) the absence permission will not exceed two (2) years;
- c) a written request, specifying the reason and exact duration of absence has have been given to the supervisor and to the Personnel Department at least ~~thirty~~ (30) days in advance.

21.03 Any employee who returns to work following an absence provided under this article will return to the job which he occupied before his departure, unless it is then occupied by an employee having greater seniority or the job no longer exists; in the latter case, the employee is entitled, provided that he has the qualifications, prerequisites and meets the other relevant requirements to occupy the job, to any job permanently occupied by an employee with less seniority.

ARTICLE 22
STATUTORY HOLIDAYS

22.01 a) The following days will be statutory holidays:

- 1 New Year's Day
- 2 The day after New Year's Day
- 3 Good Friday
- 4 Easter Monday
- 5 Dollard Day
- 6 St. John the Baptist Day
- 7 Canada Day
- 8 Labour Day
- 9 Thanksgiving Day
- 10 The day before Christmas Day
- 11 Christmas Day
- 12 The day after Christmas Day
- 13 The day before New Year's Day

b) Working days in the ~~week~~ between December 26 and December 31 will be considered as statutory holidays. Furthermore, the following days will be treated as follows:

- 1996 ~~Fri.~~, December 27 and Mon., December 30, unpaid;
- 1997 Mon., December 29 and Tues., December 30, unpaid;
- 1998 Saturday, December 26 moved to Mon., December 28
Sat., January 2 1999 moved to Tues., December 29
~~Wed.~~, December 30, unpaid;
- 1999 Sat., December 25 moved to Mon., December 27
~~Sun.~~, December 26 moved to Tues., December 28
Sat., January 1, 2000 moved to Wed., December 29
Sunday, January 2, 2000 moved to Thursday, December 30;

2000 Sun., December 24 moved to Wed., December 27
Sun., December 31 moved to Thurs., December 28
Fri., December 29, unpaid

22.02 Subject to the above-mentioned para. 22.01 b), if a statutory holiday falls on a Saturday or a Sunday, it will be observed on the preceding Friday or the following Monday respectively.

22.03 The indemnity for a statutory holiday to which an employee is entitled will be calculated by multiplying his regular hourly rate of pay by seven hours and forty minutes (7.67 hours) for all the shifts. He will also be entitled to any premium which he would otherwise have received as a group leader or for evening or night shift work, provided that, the normal working day immediately preceding and the normal working day immediately following the day on which the statutory holiday is observed, he worked as a group leader or on evening or night shift work.

22.04 To be entitled to a statutory holiday indemnity, an employee:

- a) Must have completed sixty (60) days of service, and
- b) Must have worked the normal working day immediately preceding and the normal working day immediately following the day on which the statutory holiday is observed unless he is prevented from working because of a storm that makes access to the plant impossible or if the employee proves, as soon as possible, that he was prevented from reporting to work because of an irresistible cause beyond his control.

- c) When the Company applies para. 22.04 b) in regards to the statutory holidays observed at the time of Easter or Christmas and New Year, the employee who arrives late at work or who leaves work early on the regular working day preceding or following the statutory holidays in question, is not entitled to statutory holiday indemnity for each statutory holiday immediately preceding or following as the case may be, the day of the late or early departure.

22.05 By exception to Article 22.04 b):

- a) **An** employee laid off during the work week preceding or in which a statutory holiday is observed is considered to have worked the **normal** workday immediately preceding the day on which the statutory holiday is observed;
- b) **An** employee who reports to work following a recall after layoff during the work week in which a statutory holiday is observed is considered **as** having worked the **normal** workday immediately following the day on which the statutory holiday is observed;
- c) **An** employee who falls sick or suffers an accident during the work week preceding or during which a statutory holiday is observed, is considered **as** having worked the normal work day immediately preceding the day on which the statutory holiday is observed **as long as** this illness or accident is one recognized and compensated by the C.S.S.T., disability group insurance or justified sick day(s) provided for in article 33.04.

An employee **who** falls sick or suffers **an** accident the working day immediately following the day on which the statutory holiday is observed, is considered **as** having worked the **normal** work day immediately following the day on which the statutory holiday is observed **as long as** this illness or accident is one recognized and compensated by the C.S.S.T., disability group insurance or justified sick day(s) provided for in Article 33.04.

- d) **An** employee who is absent by virtue of the provisions of articles 20, 21.01, 23, 35.07 or 35.08 **on** the workday immediately preceding and/or the workday immediately following the day **on** which the statutory holiday is observed is considered **as** having worked the **normal** workday preceding and/or the normal workday immediately following the day on which the statutory holiday is observed.

22.06 If a statutory holiday is observed within the period of an employee's annual paid vacations, he will receive one (1) additional day of vacation with pay.

22.07 If the Christmas holidays period is extended and if that period includes non statutory holidays, the employee may plan five (5) working days of vacation. Otherwise, he must take these non-statutory holidays as unpaid leaves of absence.

ARTICLE 23
ANNUAL VACATIONS

23.01 In the present article, the following words **mean**:

- a) "Reference year"; a period of twelve (12) consecutive months during which the employee progressively acquires the right to vacations. It extends from May 1 of the preceding year to April 30 of the current year;
- b) "Week": a period of seven (7) consecutive days;
- c) "Salary"; **gross** income earned with the Company during the reference year;
- d) "Service": For purposes of vacations calculation, service equals seniority.

23.02 On April 30th of each year, any employee who:

- a) has not completed twelve (**12**) months of service with the Company is entitled to one (1) day of vacations for each complete month of service up to a maximum of ten (10) working days. The vacation indemnity is established at four (**4%**) percent of **salary**;
- b) has completed one (1) year and less than four (**4**) years of service with the Company will be entitled to two (2) ~~weeks~~ of vacations. The vacation indemnity is established at four (**4%**) percent of **salary**;
- c) has completed four (**4**) years and less than ten (10) years of service with the Company is entitled to three (3) weeks of vacations. The vacation indemnity is established at six (6%) percent of **salary**;

- d) **has** completed ten (10) **years** and less than eighteen (18) years of service with the Company will be entitled to four **(4)** weeks of vacations. The vacation indemnity **is** established at eight (8%) percent of salary;
- e) has completed eighteen (18) years and less than twenty-nine (29) years **of** service with the Company will be entitled to five **(5)** weeks of vacation. The vacation indemnity **is** established at ten (10%) percent of salary;
- f) has completed twenty-nine **(29)** years of service with the Company will be entitled to six **(6)** weeks of vacations. The vacation indemnity **is** established at twelve (12%) percent of salary;
- g) For laid-off employees who worked at least 70% of the normal hours during the reference year, the vacation indemnity will not be less than that which they would have **earned** had they worked their normal hours during their weeks of vacations;
- h) If an employee is absent during the reference year because **of** illness or accident and if this absence has the effect of reducing his annual vacation indemnity, then his vacation indemnity will not be less than that which he would have earned had he worked his normal hours during the weeks of vacations, provided he worked at least thirty-seven **(37)** hours during the reference year.

23.03 a) No later than ~~March~~ 31, the Company will advise the Union in writing of the date of the complete or partial two (2) weeks shutdown of the plant, if there is one, and of the employees who must take their vacations in whole or in part during that period.

In the event that this shutdown lasts more than two (2) weeks, the Company, at the employee's request, may grant him if he has the right to four (4) weeks vacations or more, the possibility of taking one or more of the additional week or weeks of shutdown without pay in order to permit him to schedule these vacations at a later date to be agreed upon by the employee and the Company. This agreement will be in writing with a copy to the Union.

b) No later than April 30, any employee who is not affected by the ~~annual~~ shutdown or who is partially affected or any employee, in case that there is no annual shutdown must advise the Company in writing of his first, second and third choices for his vacation dates. If the employee does not advise the Company of his dates within the delay provided, his choices will be limited to the weeks which remain following the choices of the other employees.

c) No later than May 22, the Company will post a list of the employees indicating the date of their vacations.

d) In the event that the Company keeps one or more departments open during the shutdown, or if the shutdown lasts more than two (2) weeks, a list of the department or departments affected will be posted no later than May 15 as well as the notice of shutdown of more than two (2) weeks.

e) Notwithstanding article 23.03 d), if the Company needs employees during said period, it must choose those who volunteered on the list posted to that effect for one **week** one month prior to the departure for vacations, provided these employees have the qualifications, prerequisites and meet the other relevant requirements to occupy the job.

f) The employee having the right to four **(4)** weeks of vacations or more may take up to five **(5)** working days of these vacations one **(1)** day at a time **as long as** these days are requested in writing at least one **(1)** week in advance, except in case of emergency, and approved in writing by the employee's supervisor according to production needs. In no case more than **two (2)** employees in the same department will be gone at the same time.

23.04 In establishing the list mentioned in Article 23.03 c), the Company, subject to production requirements, will take into account the choice of the employees in accordance with their seniority, the qualifications, prerequisites and capacity. However, the Company expressly reserves the right to limit the number of employees on vacations at the same time.

23.05 Vacations are not cumulative. They must be taken no later than April 30 of the year following the reference year.

23.06 The applicable portion of the vacation indemnity will be given to the employees before their departure for each vacation period.

23.07 At the time of final termination of employment, an employee **is** entitled to payment of the appropriate percentage of his **salary** for the last reference year if such amount **has not already been paid to him. In case of death** of the employee **and** upon **written** request of **the** estate, these amounts will be paid.

ARTICLE 24
RATES OF PAY

24.01 The regular hourly wage rates **set forth** in Appendix "B" will be paid from the dates specified to the employees who fill the occupations mentioned.

24.02 At the time of the coming into effect of any new classification, the Company will temporarily determine the regular hourly rate of pay. Between the fifth and the tenth working day inclusively after said coming into effect, the Company will meet with two **(2)** Union officers in order to agree on the final rate taking into account the regular hourly rates of pay mentioned in Appendix "B" **and** following **as** a guide the Job Descriptions in force. Any agreement relating to a new classification must be in writing **and** signed by the two parties. Failing **an** agreement, **a** grievance may be introduced **by** the Union at the second step within five **(5)** days following **said** meeting. Any agreement or arbitration decision will have a retroactive effect to said coming into effect.

24.03 The employees will be paid by cheque or **bank** direct deposit on the Thursday of each week for the work performed two **(2)** weeks previously. The cheques or direct deposits will be available before the end **of** each work shift. On the cheque or direct deposit stub, the Company will indicate:

- a) the name of the employee;
- b) the end of the pay period;
- c) the wage rate;
- d) the number of regular and overtime hours;
- e) the deductions;
- f) the net amount paid.

24.04 If an employee has a problem related to his pay or his fringe benefits, he must advise his supervisor who will organize him a meeting with the payroll department which will normally be held during working hours.

ARTICLE 25 **SHIFT PREMIUMS**

25.01 A shift premium of \$0.50 per hour will be paid to an employee for the hours worked according to his normal schedule on the evening shift and in the case of the night shift \$1.10 per hour for the hours worked according to his normal work schedule.

25.02 a) An employee who, at the Company's request, is temporarily transferred from his regular shift to another shift for a period of five (5) consecutive working days or less will continue to receive the shift premium to which he is entitled during that period.

b) In the case of a permanent transfer of an employee, at the Company's request, from his regular shift to the day shift during his **normal** work week, the employee will continue to receive the shift premium to which he is entitled for the balance of the work week.

ARTICLE 26
PREMIUM - GROUP LEADER

26.01 For any hour worked **as** a group leader, an employee will be paid at the highest rate among the employees, himself included, under his jurisdiction plus a premium of eighty cents (**\$0.80**) per hour. **An** employee will not be excluded from the bargaining unit solely because he works as a group leader. However a group leader will have no power in matter of discipline.

26.02 The selection of group leaders will be made at the discretion **of** the Company and will not be considered **as** a promotion. However the employees Will be advised in writing of **this** need and those interested may request to be considered.

ARTICLE 27
HOURS OF WORK

27.01 a) For the day and evening **shifts**, the normal workday will be seven (**7**) hours **and** forty (**40**) minutes (**7.67** hours) and the normal work week will be thirty-eight (**38**) hours and twenty (**20**) minutes (**38.33** hours) from Monday to Friday.

b) For the night shift, the normal workday will be seven (**7**) hours and twenty-five (**25**) minutes (**7.42** hours) and the normal work week will be thirty-seven (**37**) hours and five (**5**) minutes (**37.08** hours) from Monday to Friday.

27.02 a) The **work** schedule is the following:

day shift 6:55 a.m. to 3:05 p.m.

work period 6:55 a.m. to 9:25 a.m.
paid rest period **9:25** a.m. to **9:40** a.m.
work period **9:40** a.m. to **12:00** p.m.
unpaid meal period 12:00 p.m. to 12:30 p.m.
work period 12:30 p.m. to 3:05 p.m.

evening shift 3:00 p.m. to 11:10 p.m.

work period 3:00 p.m. to **5:30** p.m.
paid rest period 5:30 p.m. to 5:45 p.m.
work period **5:45** p.m. to 8:05 p.m.
unpaid meal period 8:05 p.m. to 8:35 p.m.
work period 8:35 p.m. to 11:10 p.m.

night shift 11:05 p.m. to 7:00 a.m.

work period 11:05 p.m. to 1:35 a.m.
paid rest period 1:35 **a.m.** to **1:50** a.m.
work period **1:50** a.m. to 4:10 a.m.
unpaid meal period 4:10 a.m. to **4:40** a.m.
work period **4:40** a.m. to 7:00 a.m.

The day shift is the principal shift. The existence of the other shifts depends on the production requirements.

b) For the **day** shift, the normal week begins on Monday at **6:55** a.m.

c) For the evening shift, the normal week begins on Monday at 3:00 p.m.

d) For the night shift, the **normal** week begins on Sunday at 11:05 p.m.

27.03 a) **An** employee who, at the request of the Company, accepts a shift change during his normal work week will be granted the opportunity to work during this week the same number of hours as he would have worked if there had been no change.

b) In the case an employee is assigned to a work shift, as per production requirements, preference will be given according to seniority within each occupation, provided the employees concerned have the qualifications, pre-requisites **and** meet the other relevant requirements to occupy the job.

A new employee may be assigned on a work shift up to eight hundred (800) normal hours worked (one thousand eight hundred (1800) normal hours worked for the fitter occupation) for training and/or coaching purposes.

c) The Company notifies the Union in writing of the shift transfers which it carries out.

27.04 **An** employee must remain at his job until his work reaches a point of satisfactory interruption **as** in the case of a finishing cut, a critical assembly or weldment.

27.05 Any employee who leaves the Company premises must punch when he leaves and returns unless it is for official Company business. The Employees who take their meal on Company premises **will** not be required to punch.

ARTICLE 28
SHOW UP INDEMNITY

28.01 Any employee who reports to work at the beginning of his regular shift **as** usual will be entitled to a show up indemnity equal to four **(4)** hours of work at his regular hourly rate.

28.02 An employee will not be entitled to this show up indemnity:

- a) if he refuses to perform, during the four **(4)** hours, any available work, or
- b) if the employee is required by the Company to remain at the plant but he leaves the plant without permission, or
- c) if the employee neglected to inform the Company of his current address and of his telephone number.

ARTICLE 29
CALL-BACK PAY

29.01 Any employee **recalled** to work after having completed his **normal** workday and having left the plant will be entitled to a call-back pay **equal** to four **(4)** hours of work at his regular hourly rate.

29.02 An employee will not be entitled to this call-back pay:

- a) if he refuses to perform, during the four **(4)** hours, any available work, or

- b) if he is asked to report within the four (4) hours immediately preceding the beginning of his normal workday, in this case, he will be paid according to the provisions concerning overtime for any hour worked before the beginning of his normal workday and at his regular hourly rate for work performed during said normal working day.

**ARTICLE 30
OVERTIME**

30.01 The employee's regular hourly rate as well as any premium to which he is entitled will be increased for every hour worked at the request of the Company as follows:

- a) At time and a half (1.5 X) for all hours worked in a week which exceed thirty-eight (38) hours and twenty (20) minutes for the day and evening shifts or which exceed thirty-seven (37) hours and five (5) minutes for the night shift except for hours done on Sunday or on a statutory holiday;
- b-i) At double time (2 X) for all hours worked in a week which exceed thirty-eight (38) hours and twenty (20) minutes for the day and evening shifts or which exceed thirty (37) hours and five (5) minutes for the night shift and which are done on Sunday or on a statutory holiday;
- b-ii) At double time (2 X) for all hours worked on Saturday which exceed seven (7) hours and forty (40) minutes paid at time and a half (1.5 X) for the day and evening shifts or which exceed seven (7) hours and twenty-five (25) minutes paid at time and a half (1.5 X) for the night shift.

c) **Statutory** holidays (art 22), bereavement leave (art 20), absences for witness (art 10.09 a), 35.07, 35.08, 35.12) or jury duty (art 35.07) and absences provided for in articles 21 and 34.02 will be considered **as** hours worked in a week for purposes of calculating the rate for overtime.

30.02 Article 30.01 will never be applied so **as** to pay overtime twice with respect to the same hours.

30.03 a) Insofar **as** possible, the Company will distribute overtime in an equitable manner among the employees regularly assigned to the work in question during normal working hours. For the purposes of distribution, the hours of overtime which an employee declines are considered **as** having been worked. **An** employee who is absent is presumed to have declined to work overtime hours. Any inequity of distribution will be settled by distributing by preference to the employee concerned. The Employer will keep an annual list of overtime hours worked and refused by each employee.

A copy of the departmental lists of the overtime hours worked by each employee on a weekly basis will be given to the Union.

b) Any employee may refuse to do overtime.

c) No employee will be asked to work overtime at the time of a regular monthly ~~Union~~ meeting (maximum 4 hours) or of a special Union meeting (maximum 4 hours) provided the Company has received in writing a notice of the date and hour of such meeting at least seven (7) days in advance in the first case and twenty-four (24) hours in advance in the last.

d) Any employee who works more than one (1) hour of overtime is entitled to a ten (10) minute paid break between his normal work shift and his period of overtime work.

30.04 Any employee who accepts to work more than three (3) hours in addition to his normal workday receives a \$6.50 meal allowance if the request to work overtime is made the same day.

ARTICLE 31 PAY ON THE DAY OF AN ACCIDENT

31.01 An employee who, following a work accident, receives medical treatments at a medical centre on the same day as the accident and is unable to return to work, will be paid at his regular hourly wage rate for the balance of the day in question provided he supplies the Company a certificate justifying his absence.

31.02 If an employee referred to in Article 31.01 must return on another day to a medical center to see a doctor, this employee will be paid at his regular rate for his regular hours actually lost provided it was impossible for him to do otherwise than during his working hours and he has reduced to a minimum the time required to be absent from his work.

31.03 In the case where a work accident or occupational illness recognized by the C.S.S.T. is contested by the Company and where a decision favourable to the employee is rendered by the Bureau de Révision Paritaire (B.R.P.) or by the Commission d'Appel en matière de Lésions Professionnelles (C.A.L.P.), the Company will pay, in the case of ~~loss~~ of ~~normal~~ salary, the necessary ~~time~~ spent at the hearing by ~~an~~ employee required to attend for his case, up to a maximum of one day of normal salary.

ARTICLE 32
WORK ELSEWHERE THAN AT THE PLANT

32.01 a) In the present article, "Montreal" means the area within a fifty (50) kilometre radius of the Company's plant.

b) Article 3.01 of the Collective Agreement **also** applies to bargaining unit work which is performed outside the plant.

32.02 The allowances, premiums and conditions of work set forth in this article will be granted to any employee required by the Company to work elsewhere than at the plant.

32.03 For ~~all~~ time spent each day travelling to ~~and~~ from the work site, including any delay due ~~to~~ reasons beyond the control of the employee, in excess of the time normally taken by the employee travelling from his residence ~~to~~ the plant and back, an employee will be paid at his regular hourly rate up ~~to~~ a maximum of seven (7) hours and forty (40) minutes per day provided he uses the travel ~~means~~ specified by the Company or, if he's required to make ~~his~~ own arrangements, he uses those which are the most reasonably economical in the circumstances.

32.04 Except if the meals have been otherwise arranged for by the Company or the customer, an employee will be entitled to an allowance for the meals:

- a) if the work is located outside of the Montreal area, of \$35.00 per day;
- b) if the work is located inside the Montreal area, of \$12.00 per day.

32.05 The Company will normally be responsible for determining the mode of transportation and accommodation and to pay for the cost thereof. In the case where the employee is obliged to make his own travel and accommodation arrangements, provided he does so in the most reasonably economical manner in the circumstances, he will be reimbursed for his expenses upon presentation of supporting receipts.

32.06 An employee who agrees to use his own car for business travel will be reimbursed at the rate of thirty (\$0.30) cents per kilometre with a minimum of four (\$4.00) dollars.

32.07 For any hour worked outside the plant, the employee will receive a premium of:

- a) \$0.40 per hour in the Montreal area;
- b) \$0.60 per hour outside the Montreal area.

32.08 The work schedule of an employee required by the Company to work elsewhere than at the plant may be modified to suit the customer's needs, subject to the provisions of this Collective Agreement regarding overtime.

**ARTICLE 33
GROUP PLAN**

33.01 a) The Group plan applies only to employees of the bargaining unit. Membership to the Group plan is mandatory for all benefits listed in Appendix A. The benefits are maintained at their current level (Appendix A). The Group policy holder remains the Company.

The premiums are paid 60% by the Company and 40% by the employees. **Any** employee absent for reason other than accident or sickness recognised and compensated by the C.S.S.T. or by the Group insurance plan must assume 100% of the premiums required to maintain the available insurance coverage.

The employee submits, on his own time, the claims for Extended health **care** insurance and dental care insurance directly to the insurer. The Company does **not** assume any responsibility, of whatever nature, for the submission of these claims directly **to** the insurer. The present **paragraph** will come into force when:

- 1"** the present self-invoiced policy is converted to an invoiced policy, and
- 2"** the new premium scale for the Group insurance comes into effect on **or** about April 1, 1997.

b) When **an** employee **has** a problem **with** a claim under the Group plan (except for the Extended health care insurance and the dental care insurance) and if the meeting provided for in article 24.04 did not permit to obtain the necessary information, **an** officer designated by the Union will be authorised to obtain the said information **from** the insurer. The parentheses in the present clause will come into force at the same time as para. 33.01 c) hereunder.

c) When an employee has a problem with an Extended health care or dental care claim, he communicates, on his own time, directly with the insurer. The Company **does** not assume any responsibility, of whatever nature, for the said direct communication with the insurer. The present paragraph will come into force when :

- 1° the present self-invoiced policy is converted to **an** invoiced policy, and
- 2° the new premium scale for the Group insurance comes into effect on or about April 1, 1997.

33.02 A copy of the Master Policy will be given to the Union **as well as an annual** report indicating the premiums collected and **the** claims paid.

33.03 In the event **a** question arises with respect to the administration of the Group plan, the Company, on written request indicating the nature of the problem and the proposed solution, will meet, if it judges this to be necessary, with two **(2)** Union officers to furnish them with the necessary explanations.

33.04 Any employee who has completed his probationary period and who is actively employed by the Company on January 1st is entitled to three (3) days off for justified sickness, paid at 66 % of his normal salary. These days cannot be taken in fractions of days. The Company deducts ~~from~~ this sickness bank the days where he is absent due to illness.

Sick days to which an employee is entitled to and which have not been used during the period from January 1st to December 31st are payable at 100% during the month of January of each year provided that the employee has worked at least 70% of the regular hours of work the previous year.

**ARTICLE 34
UNION REPRESENTATION (MISCELLANEOUS)**

34.01 The Union representatives recognized by the Company are the stewards described in article 11, the two representatives on the safety committee (article 19) and the following officers: President, Vice-president, **Secretary**, Treasurer and Grievance Director. No other person may be recognized. Any nomination and any change of holder must be reported in advance in writing one (1) working day before being acknowledged by the Company. Only employees in the bargaining unit who have completed their probationary period may be nominated.

34.02 The Union Negotiations Committee will be formed of four (4) employees. If the number of regular employees at work, the day that the bargaining notice is deposited, exceeds two hundred and ~~fifty~~ (250), an additional member employee will ~~be~~ recognized by the Company.

34.03 Upon request in advance, the Company may accept to receive **an** outside representative of the Union **as** a substitute for a Union officer mentioned in this Collective Agreement at the time of a meeting between the Company and the Union officers.

By appointment, the Company will accept to meet an external representative of the Union. Such meeting will be scheduled within a reasonable delay.

ARTICLE 35
MISCELLANEOUS

35.01 The Company and the Union equally share the costs of formatting, translating and printing (in booklet form) of the present Collective Agreement.

The Union is in charge of the formatting and the printing of the Collective Agreement and gives to the Company, **as soon as** it is available, **fifty (50)** copies in booklet form. The Company is in charge of getting the translation done.

Each party obtains three (3) quotes and takes the most economical.

35.02 The Company will provide a notice board for the exclusive use of the Union. Any notice posted by the Union on this board must relate to official Union business, must be signed by the persons duly authorised by the Union and must be approved in writing by the Personnel Department or an authorised representative of the Company. Such approval will not be unreasonably withheld and will not be necessary in cases of convocation for meetings or other similar notices.

35.03 The Company **will** furnish to the Union and **post** in the plant a list **of** the managerial staff who have jurisdiction in the plant.

35.04 The Company will inform the Union in writing when **an** employee will be granted a leave of absence without pay of one week or more.

35.05 a) Within fourteen **(14)** days following the hiring of a new employee, the Company will notify the Union **of** the name, address and regular classification of the said employee. Every three **(3)** months, the Company gives to the Union a copy of the computerized list including names, addresses, telephones and classifications of the employees.

b) Every employee must immediately advise the Company in writing **of** his telephone number and address and any change thereto wether the employee is laid off, absent with permission, absent due to accident or illness or otherwise absent from work. The Company will give an acknowledgement of receipt in writing.

c) The recall notices will be sent by telegram, messenger or registered mail to the last address known by the Company **with** copy to the Union.

35.06 In the event the Company moves **its** operations which are covered by this Collective Agreement or a substantial part of said operations, the Company will notify the Union three **(3)** months in advance unless it is impossible to do so within **this** delay, and, if at the time **of** the Company's decision there remain **less than** three **(3)** months prior to the move, **as soon as** the decision is taken. Within five **(5)** working days following said notice, the Company will ~~meet~~ two **(2)** Union Officers for a reasonable discussion of the circumstances.

35.07 An employee **who** is summoned for jury duty or Crown witness will be entitled to receive the difference between the regular **salary** he would normally have received and the indemnity to which he will be entitled **as a** juror or Crown witness.

35.08 An employee who is summoned by the Company to appear **as** a witness before a court of law will receive the difference between the regular **salary** he would normally have received and the indemnity which he receives **as** a witness.

35.09 An employee may be absent **from** work for five (5) days at the birth of his child (children) or the adoption of a child (children). The first two days of absence are paid at his normal **salary** if the employee has sixty (60) days of continuous service.

This leave may be divided into days at the request of the employee. It may not be taken more than fifteen (15) days after the child (children) arrives at the residence of his father or mother.

The employee must advise the Company of his absence **as** soon as possible.

However, an employee who adopts the child (children) of his consort may be absent from work for **only** two days, without pay.

In the present clause, the word consort means:

- a) a man and a woman **who** are married and cohabiting;
- b) a man and a woman **who** are living together **as** husband and wife and are the father and mother of the same child (children);
- c) a man and a **woman** who have been living together **as** husband and wife for at least one year.

35.10 Notwithstanding **any** provision in this Collective Agreement, the Company will never be required to pay **an** amount which an employee is entitled to claim from the C.S.S.T. or the group insurance.

35.11 a) When an employee is absent for an illness, accident or for any other reason with or without pay, he **must notify** his supervisor without delay and indicate to him the reasons and the expected duration of his absence.

b) When **an** employee arrives on Company premises while he is absent due to illness, accident or for any other reason with or without pay, he must notify his supervisor **as soon as** he arrives on the premises and advise him of the reasons for his presence.

c) When **an** employee returns to work after an absence due to illness or accident with or without pay, he must advise in advance his supervisor **as** for the date he will return to work and of the fact that he **has** any restrictions or not.

d) Any employee who is absent due to illness or accident must provide the Company **as soon as** possible with copy of the medical certificates he obtains.

Any absence due to illness or accident must be justified by **an** appropriate medical certificate when requested by the Company. The reasonable fees charged by the doctor, if **any**, for the preparation of the certificate, **will** be reimbursed by the **Company** to the employee with the next pay transmission following the handing over to the Company of the medical certificate and a receipt specifying the amount of fees paid by the employee, if any.

35.12 When a hearing is held in front of **an** administrative tribunal where the Company and the Union are parties, the Company will grant an authorised leave of absence without pay to the Union's Grievance Director **as** if a leave of absence for « other union **or** professional meeting outside the Company's premises » **as** provided for in article 21.01 of the Collective Agreement.

When an employee is required by the Union to testify in front of an administrative tribunal where the Company and the Union are parties, the Company will grant this employee **an** authorised leave of absence without pay for the duration necessary to render his testimony. Such employee must notify in advance his supervisor of his absence and return to work after his testimony. Any employee who is summoned must be served notice by Subpoena in advance, **as** per the rules of practice, and copy of the Subpoena must be given to his supervisor. The absence without pay of the witness **as** provided for in the present paragraph is not deducted from the seventy-five **(75)** days provided for in clause 21.01 of the present Agreement.

35.13 An employee who is pregnant benefits from the rights provided under the Labour Standards Act pertaining to a maternity leave. She also assumes the obligations which are provided therein.

**ARTICLE 36
DURATION AND RENEWAL**



36.01 This Collective Agreement comes into force on December 23, 1996 and will expire on December 3, 2000.

36.02 It is agreed that during the negotiations and **until** the right of strike or lockout is exercised, the present Collective Agreement remains in force.

36.03 One of the parties may give to the other, a notice to renegotiate the present Collective Agreement **within** ninety (90) days preceding the expiration of the Collective Agreement.

36.04 The Company and the Union equally share **all** expenses pertaining to the rental of a hall (halls) or a room (rooms) at the time of their negotiation meetings for the renewal of the present Collection Agreement.

Moreover, it is expressly understood that the present clause survives and remains in force upon expiration of the present Collective Agreement in case of a **work** conflict.

IN WITNESS WHEREOF, the parties hereto have **signed** by their duly authorised representatives for this purpose, at Laval, this 14th day of March 1997.

KVAERNER HYMAC INC

Syndicat DES TRAVAILLEURS DE
KVAERNER HYMAC INC. (CSN)

Richard Mercier
Daniel Gagnon
Jean-Marie Sénéchal

André Gascon
Rémi Faucher
Denis Lévis
Kazimierz Lizak

APPENDIX "A"
GROUP PLAN

A) Short term disability insurance

TYPE 1 - 1 - 4 - 17
2/3 of salary, maximum \$413.00/week

B) Long term disability insurance

DURATION: 18th week to 65 years
2/3 salary, maximum \$413.00/week (monthly annuity)

C) Life insurance

Employee himself, one time the annual salary
Consort \$5,000.00
Child \$2,500.00

D) Extended health care insurance (Drugs, Hospital,
doctor, etc.)

TYPE 25/25/90

E) Dental care insurance

BASIC PLAN

TYPE 25/25/90

APPENDIX "B-1"

**CLASSIFICATIONS OF OCCUPATIONS
AND MINIMUM WAGE RATES**

Increases come into force on Monday closest to December 3 (except for 1996)

	LEVEL	23/12/96	01/12/97	30/11/98	29/11/99
Inspector "A"	1: + 4 months	19.25	19.54	19.83	20.23
	2: 0 - 4 months	19.12	19.41	19.70	20.09
Inspector "B" Tooler-Assembler	1: + 4 months	18.59	18.87	19.15	19.53
	2: 0 - 4 months	18.49	18.77	19.05	19.43
Machinist "A" or Welder "A" or Fitter "A"	1: + 12 months	18.58	18.86	19.14	19.52
	2: 8 - 12 months	18.47	18.75	19.03	19.41
	3: 4 - 8 months	18.34	18.62	18.90	19.28
	4: 0 - 4 months	18.22	18.49	18.77	19.15
Machinist "B" or Fitter "B" Fitter "B"	1: + 12 months	17.48	17.74	18.01	18.37
	2: 8 - 12 months	17.35	17.61	17.87	18.23
	3: 4 - 8 months	17.23	17.49	17.75	18.11
	4: 0 - 4 months	17.10	17.36	17.62	17.97

APPENDIX "B-1" (CONT'D)

Machine operator or Sand blast operator	1: + 12 months	16.91	17.16	17.42	17.77
	2: 8 - 12 months	16.83	17.08	17.34	17.69
	3: 4 - 8 months	16.77	17.02	17.28	17.63
	4: 0 - 4 months	16.71	16.96	17.21	17.55
Craneman	1: + 12 months	16.58	16.83	17.08	17.42
	2: 6 - 12 months	16.45	16.70	16.95	17.29
	3: 0 - 6 months	16.33	16.57	16.82	17.16
Carpenter		16.58	16.83	17.08	17.42
Storeman Spray Painter		15.68	15.92	16.16	16.48
Helper	1: + 12 months	14.90	15.12	15.35	15.66
	2: 8 - 12 months	14.71	14.93	15.15	15.45
	3: 4 - 8 months	14.52	14.74	14.96	15.26
	4: 0 - 4 months	14.32	14.53	14.75	15.05
Labourer		14.32	14.53	14.75	15.05

Signing Bonus

A lump sum of one hundred and **fifty** dollars (\$150) gross will be paid with the first pay transmission following the signing of the present collective agreement to each employee in the unit at work on September 4, 1996 and who is still employed by the Company on the day the present collective agreement is ratified.

APPENDIX "B-2"

WAGE RATES FOR APPRENTICES A R E

Increases come into force on the Monday closest to December 3 (except for 1996)

	LEVEL	23/12/96	01/12/97	30/11/98	29/11/99
A) Apprenti Machinist, Fitter, Welder	0 - 6 months	14.90	15.12	15.35	15.66
	6 - 2 months	15.28	15.51	15.74	16.05
	12 - 18 months	15.63	15.86	16.10	16.42
	18 - 24 months	16.00	16.24	16.48	16.81
	24 - 30 months	16.37	16.62	16.87	17.21
	30 - 36 months	16.75	17.00	17.26	17.61
B) Apprentice Machine Operator	0 - 6 months	14.90	15.12	15.35	15.66
	6 - 12 months	15.35	15.58	15.81	16.13
	12 - 18 months	15.82	16.06	16.30	16.63
	18 - 24 months	16.26	16.50	16.75	17.09
C) Apprentice Craneman	0 - 6 months	14.90	15.12	15.35	15.66
	6 - 12 months	15.62	15.85	16.09	16.41
D) Apprentice Carpenter	0 - 6 months	14.90	15.12	15.35	15.66
	6 - 12 months	15.75	15.99	16.23	16.55
E) Apprentice Blast room operator	0 - 6 months	14.90	15.12	15.35	15.66
	6 - 12 months	15.82	16.06	16.30	16.63

APPENDIX "B-2" (CONT'D)

F) Storeman	0 - 6 months 6 - 12 month	14.90 15.30	15.12 15.53	15.35 15.76	15.66 16.08
G) Spray Painter	0 - 6 months 6 - 12 months	14.90 15.30	15.12 15.53	15.35 15.76	15.66 16.08

The Company may hire students for the period from May 15th to the first Monday of September, insofar as this does not cause any lay-offs or prevents the recall of regular employees. The minimum wage rate of a student is \$8.57 per hour on December 23, 1996; \$8.70 per hour on December 1, 1997; \$8.83 per hour on November 30, 1998 and \$9.01 per hour on November 29, 1999

MEMORANDUM OF AGREEMENT "A"

As discussed during the negotiations, the Company will put into force a policy to indemnify and save harmless **from all** legal costs any employee who has been trained and who is qualified to administer first-aid, **as** provided in Article 19.07 of the Collective Agreement, in the case where this employee is named defendant in an action for **dammages** brought by a person or the family of a person who **has** received first-aid from the employee **on** Company premises and during **working** hours and that this action is a direct result of **this** event.

Richard Mercier
KVAERNER HYMAC INC

Kazimierz Lizak
Syndicat DES TRAVAILLEURS DE
KVAERNER HYMAC INC. (CSN)

MEMORANDUM OF AGREEMENT "B"

Notwithstanding article 14 of the collective agreement, when the **Company** evaluates a **class B** tradesman employee (fitter, welder, machinist, inspector), it communicates the results of the evaluation to the Union in writing.

Once the results are examined by the Union, two (2) Union Officers meet the Company during regular working hours to discuss possible promotions, without loss of normal **salary**.

Provided **that** they meet the other relevant requirements to occupy the job and have the qualifications and prerequisites provided in the Job Descriptions and, in as much as possible, the parties **agree** on **those** who will be promoted in the trade concerned.

Richard Mercier
KVAERNER HYMA INC

Kazimierz Lizak
Syndicat DES TRAV/ DE
KVAERNER HYMAC INC. (CSN)

MEMORANDUM OF AGREEMENT "C"

1. The simple implementation of the Job Descriptions will not provoke the demotion of **an** employee at work nor, in the case of recall, of **an** employee on the seniority list of May 6, 1992. However, this doesn't prevent the process of evaluation hereinafter provided nor does it prevent the consequences which may result from it.
2. In view of insuring that the employees exercising **tasks** which have an impact on quality, **are** competent, the Company proceeds **with** an evaluation of all employees in Class A and B in the following trades: fitter, welder, machinist and inspector.
3. If it is determined that an employee doesn't meet the qualifications and prerequisites of his occupation **as** provided in the Job Descriptions, the Company informs him of his deficiencies.
4. In order to correct these deficiencies, the Company suggests to him ways to improve, including courses and training at work.
5. The employee must take courses **and** training suggested by the Company. If at least four **(4)** employees **ask** for it and if an instructor is available, the training **may** be given at the plant outside of working hours and this, without pay.
6. The Company advises the Union of the results of these evaluations and agrees to **discuss** these **as** well **as** the corrective measures suggested to the employee.

Richard Mercier
KVAERNER HYMAC INC

Kazimierz Lizak
Syndicat DES TRAVAILLEURS DE
KVAERNER HYMAC INC.(CSN)

LETTERS TO THE UNION

Letter No. 1

The Company will provide a glassed room between the cafeteria and the shop lockers to store the Union's file cabinets and photocopier machine.

Richard Mercier
KVAERNER HYMAC INC

Letter No. 2

Upon the written request of an employee who has not received short-term disability benefits within the two (2) weeks following the presentation to the Company of his doctor's declaration in due form, and for which there is no contestation of the disability, the illness or the accident by the insurer or the Company, the Company will pay, after authorization, a reimbursable advance equivalent to two (2) weeks of benefits provided for by the Group Plan.

The employee who **has** taken advantage of these provisions must reimburse to the Company the advance received **as** soon **as** he receives the indemnity paid **by** the insurer or the notice **of** refusal to pay. In order to assure such reimbursement, he must sign in advance in favour of the Company an assignment **of** claim / I.O.U. note and give it a post-dated cheque of fifteen **(15)** days for the full amount of the advance in case the claim is refused by the insurer.

Richard Mercier
KVAERNER HYMAC INC

LETTERS TO ~~THE~~ UNION (cont'd)

Letter No. 3

The Company continues the Employee Assistance Program related to alcohol and drugs abuse.

Richard Mercier
KVAERNER HYMAC INC