

COLLECTIVE AGREEMENT

between

LA COMPAGNIE D'APPAREILS ÉLECTRIQUES PEERLESS LTÉE

(hereinafter referred to as « THE COMPANY »)

and

THE INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS

Local Lodge 2133 – District 11

(hereinafter referred to as « THE UNION »))

January 1st, 2001 - December 31st, 2004

12887(01)

TABLE OF CONTENTS

RECOGNITION.....	1
ARTICLE 1 - PURPOSE.....	1
ARTICLE 2 - DISCRIMINATION.....	1
ARTICLE 3 - MANAGEMENT RIGHTS.....	2
ARTICLE 4 - DISCIPLINE.....	2
ARTICLE 5 - HOURS OF WORK.....	4
ARTICLE 6 - STATUTORY HOLIDAYS.....	9
ARTICLE 7 - VACATION WITH PAY.....	10
ARTICLE 8 - CLASSIFICATION.....	13
ARTICLE 9 - CLASSIFICATION AND SALARY RATES.....	15
ARTICLE 10 - SENIORITY.....	15
ARTICLE 11 - LAY-OFFS AND RECALLS.....	17
ARTICLE 12 - TRAINING PROGRAM.....	20
ARTICLE 13 - GRIEVANCE PROCEDURE.....	23
ARTICLE 14 - ARBITRATION.....	25
ARTICLE 15 - BEREAVEMENT LEAVE.....	27
ARTICLE 16 - LEADHAND.....	27
ARTICLE 17 - LEGALITY OF THE AGREEMENT.....	28
ARTICLE 18 - UNION SECURITY.....	28
ARTICLE 19 - UNION OFFICERS.....	29
ARTICLE 20 - POSTING OF UNION NOTICES.....	32
ARTICLE 21 - VARIOUS.....	32
ARTICLE 22 - TECHNOLOGICAL CHANGES.....	33
ARTICLE 23 - SALARY INCREASES.....	33
ARTICLE 24 - WORK OF FOREMAN AND SUPERVISORS.....	34
ARTICLE 25 - HEALTH AND SAFETY.....	34
ARTICLE 26 - INSURANCE.....	36
ARTICLE 27 - MATERNITY, PARENTAL & LEAVE WITHOUT PAY.....	37
ARTICLE 28 - DURATION OF THE COLLECTIVE AGREEMENT.....	42
ANNEXE 1 - CLASSIFICATION AND MAXIMUM SALARY RATE.....	44
ANNEX 1 - HIRING RATE.....	45
ANNEX 1 - PROGRESSION.....	45
ANNEX 11 - RULES.....	46
ANNEX II - GENERAL RULES.....	46
ANNEX II - RULES (PLANT ORGANIZATION).....	47
ANNEX 11 - GENERAL RULES (SHOP).....	48
ANNEX 11 - PLANT CLEANLINESS, MATERIAL MAINTENANCE.....	49
ANNEX II - SAFETY RULES.....	51
LETTER OF INTENT - SOLIDARITY FUNDS.....	52

RECOGNITION

WHEREAS the International Association of Machinists and Aerospace Workers, Local Lodge 2133 district 11, has been duly recognized by the Quebec Labour Relations Board by an accreditation certificate originally issued on November 26th, 1958, the Company re-recognized the said Union as being the exclusive certified association to negotiate with the Company for all hourly paid employees of La Compagnie d'Appareils Électriques Peerless Limitée, excluding the office employees, guards, foremen and those who are automatically excluded by the Province of Quebec Labour Code.

ARTICLE 1 -- PURPOSE

1.01 The parties recognize that the purpose of this agreement is to promote and maintain harmonious relations between the Company, the Union and the employees to establish working conditions that bound the parties and the employees, to promote the efficiency of the company's operations and to anticipate a procedure to facilitate the grievance settlements that can occur during the present agreement.

1.02 The parties and each of the employees agree that during the present agreement, the parties agree that there shall be no reduction of efficiency, any work stoppage, strike or lockout, in the sens of the Labour Code and that in accordance with the content and spirit of the Quebec Labour Code.

ARTICLE 2 -- DISCRIMINATION

2.01 The Company, the Union and each of the employees agree that everyone has the right to the recognition and the exercise, in full equality, of the person rights and freedom, without distinction, exclusion or preference based on race, color,

sex, pregnancy, sexual orientation, civil status, age except in measure provided in the law, religion, political convictions, language, ethnic or national origins, social condition, handicap or the use of a way to overcome this handicap, membership or Union activities.

There **is** discrimination when such distinction, exclusion or preference as for effect to destroy or compromise this right.

No one can harass a person because of one of the grounds aimed by the present article.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 The Union recognizes the exclusive right of the Company to operate its business and its equipment in order to pursue its operations as it deems necessary, subject only **to** the restrictions by the Law and this agreement.

3.02 These rights will not be exercised arbitrarily or unfairly towards employees and will not be applied **in** order to violate the clauses of this agreement.

3.03 If an employee asserts that his rights have been encroached upon or if the Union believes that the Company has contravene a provision of this agreement, a grievance can be submitted following the procedure provided in this agreement.

3.04 The Company shall maintain the building, the equipment and the working area in accordance with the laws and regulations in force.

ARTICLE 4 – DISCIPLINE

4.01 The parties agree that in certain cases the discipline can be necessary to ensure the smooth running of the Company's operations.

4.02 Disciplinary notice

When the Company disciplines an employee, it's done in written in presence **of** a union steward. If a Union Steward can't be present, the employee can ask for the presence of a witness of his choice. Copy of the notice is given to the union steward as soon as he arrives at the establishment. The parties agree on the following disciplinary measures: written notice, suspension or dismissal.

4.03 Grievance submission:

A) An employee, who has finished his probationary period, believes that he has unjustly been the object of a disciplinary measure towards him, can submit a grievance in accordance with the procedure provided in this agreement.

B) The Company shall be able to discharge an employee who has not finished his probationary period without him having the right to the grievance procedure or arbitration. However, at the Union demand, the Company shall give to the Grievance Committee President the motives having led to the end of the employment.

4.04 Meeting with Grievance Committee President

When an employee, who has finished his probationary period, is suspended or dismissed, the grievance committee President shall be advised the same day. If the grievance committee President isn't present, **the** Company shall advise a union steward.

4.05 Disciplinary file

When an employee has been for a ten (10) month period without disciplinary measures, the disciplinary measures to his file shall not be used for any new disciplinary measures and the file will be erased. If the Union wishes **to** have access to the employee's

disciplinary file, they must take an appointment with the Company's representative, it shall be given within twenty-four (24) hours.

4.06 Disciplinary rules

The Company's rules are provided in annexe of the present agreement.

ARTICLE 5 - HOURS OF WORK

5.01 Normal workweek

This article defines the hours of work and stipulates the basic rules for the calculation of overtime, but shall not be interpreted as a guarantee for hours of work by day **or** for days of work by week.

If the Company wishes to change the hours or the work schedule, he must first obtain an agreement, in writing, with the Grievance Committee. Such agreement must specify the duration of the modifications. The Grievance Committee approbation cannot be unduly refused if the operations needs require it. If the Union doesn't agree with the Company's decision, he can submit a grievance that will be submitted to an accelerated arbitration procedure.

5.02 The normal working week is of five (5) days of eight (8) hours, from Monday *to* Friday, inclusively, except for the nightshift that will begin in the Monday *to* Tuesday night and that will end in the Friday *to* Saturday night.

5.03 WORKING HOURS :

A) *Day Shift* :

7 h 30 to **9 h 50** – **Work**
9 h 50 *to* 10 h 00 – Rest period
10 h 00 **to** 12 h 00 – **Work**
12 h 00 to 12 h 30 – Lunch period
12 h 30 **to** 14 h 20 – **Work**
14 h 20 **to** 14 h 30 – **Rest** period
14 h 30 to 15 h 55 – **Work**
15 h 55 to 16 h 00 – Wash-up period

B) *Afternoon Shift* :

- 16 h 00 to 17 h 50 - Work
- 17 h 50 to 18 h 00 - Rest period
- 18 h 00 to 20 h 00 - Work
- 20 h 00 to 20 h 30 - Paid supper period
- 20 h 30 to 21 h 50 - Work
- 21 h 50 to 22 h 00 - Rest period
- 22 h 00 to 23 h 55 - Work
- 23 h 55 to midnight - Wash-up period

C) *Night Shift* :

- Midnight to 1 h 50 - Work
- 1 h 50 to 2 h 00 - Rest period
- 2 h 00 to 4 h 00 - Work
- 4 h 00 to 4 h 30 - Paid supper period
- 4 h 30 to 5 h 50 - Work
- 5 h 50 to 6 h 00 - Rest period
- 6 h 00 to 7 h 25 - Work
- 7 h 25 to 7 h 30 - Wash-up period

The nightshift workers work seven and a half (7 ½) hours per **shift** and are paid for eight (8) hours.

5.04 Rest period

Two (2) ten-minute (10) rest periods shall be paid and granted by day of work.

5.05 Employees working as painters and toolmakers shall have ten (10) minutes allowed for washing up, from 15 h 50 to 16 h 00 and from 23 h 50 to Midnight.

5.06 Shift premium

A thirty-five cents (0,35¢) shift premium per hour added to the day shift hourly rate salary is paid to the second shift employees (evening) and to the third shift employees (night).

5.07 Minimum payment

When an employee goes to work and that no notice has been given to him as to not doing so and that the company has no work for him, he shall then receive a four-hour (4) pay at his regular hourly rate. The employee must give a phone number where he can be reached; otherwise the Company will no longer be responsible of the payment of these four (4) hours.

If an employee is at work and that the Company can't offer him any work, the employee shall receive a minimum of four (4) hours paid at their regular rate for the day.

However, if the Company cannot furnish work to the employees because of a lack of power or any other circumstances out of their control, the present article shall not be applied.

5.08 Jury Duty

Any employee having terminated his period of probation and who is asked to sit on the jury and who acts as a jurymen, must receive the difference between his regular hourly rate salary and the remuneration given by the Court to act as a jurymen (except for transportation fees compensation and the reimbursement of expenses incurred) and his regular salary for his regular hours of work he has lost because he was acting as a jurymen.

To be eligible to get the compensation provided by this present article, an employee must advise the Company that he has been convoqued to be part of a jury and must furnish sufficient proof that he has effectively been part of a jury during the days for which he is asking such compensation.

5.09 Overtime

Employees are paid at the rate of time and half (1 ½) after the end of their eight (8) hours workday.

5.10 Employees are paid at the rate of time and a half (1 ½) for the first fourth (4) hours worked overtime and are paid at the rate of double (2) time afterwards,

5.11 Except for the nightshift, overtime shall be paid time and a half (1 ½) for any work accomplished on Saturday for the first eight (8) hours and double (2) time for the following hours worked.

5.12 Double (2) time rate shall be paid for any work accomplished on Sundays.

5.13 When the Company foresees in advance overtime, they will advise the employees before the first rest period.

If the Company can't foresee overtime, they will advise the employees as soon as possible and try, in the measure where the operations permits it, to advise the employees before or during the second scheduled rest period.

5.14 Distribution of overtime

A) When the Company decides there is overtime, it shall be distributed in the following way:

1. First, by volunteer employees and by seniority, among employees in the classification and the department that normally do this work and recognized as competent and experienced employees to do the required work.

If the Company has more volunteer employees than needed, the overtime will be distributed by rotation in the most equitable manner possible among volunteer employees. The calculation of the distributed hours is based on one (1) calendar month. At the end of that calendar month, the Company will begin a new fair distribution.

Notwithstanding the previous paragraph, if an employee judges that the overtime distribution wasn't done fairly, he can ask the intervention of a union steward. If the parties agree that overtime wasn't distributed fairly, the Company offers to the employee to recover overtime at a date agreed with the employee within a maximal delay of six (6) month.

2. Secondly, if the Company doesn't have enough volunteer employees for required overtime; if seniority, among employees of this establishment who are recognized as competent and experienced employees to do the required work.
3. When there is overtime for less than 30 minutes, the Company can require an employee who normally does the job at this position during most of the day to continue the work already began.
4. Employees shall have the right to refuse to work overtime hours for serious and valid reason.

5.15 Recall back to work

An employee who is recalled to work in the premises of the Company, after having completed his regular work day and left the property of the Company without having been advise that his services were required, shall be entitled to receive a minimum of four (4) hours paid at his regular applicable rate.

5.16 An employee who services are required to work overtime during more than one (1) hour after a regular workday has the right to a fifteen-minute (15) paid rest period a paid break before beginning overtime. This break replaces the scheduled period to wash hands.

ARTICLE 6 -- STATUTORY HOLIDAYS

6.01 Listing

For all employees who have more than fifty (50) days of continuous service, the following statutory holidays shall be unemployed and paid:

New Year's Day
Day after New Year's Day
Good Friday
Victoria Day
Saint-Jean Baptiste Day
Canada Day
Labour Day
Thanksgiving Day
Half-a day, December 24
Christmas Day
Boxing Day
Half-day before New Year's Day.

If the Statutory holiday coincide a Saturday or a Sunday, the statutory holiday observed by the Company shall be the preceding Friday or the following Monday.

An employee receives for each entitled statutory holiday, the regular salary for a normal workday except for the scheduled half days payable on the basis of four (4) hours.

6.02 Entitled to payment

To be eligible to a statutory holiday, an employee must not be absent from work, without the Company's autorisation or without a reason provided in the present agreement, the day before or the day after the holiday. This article doesn't confer any benefit to an employee who isn't entitled to any compensation for the day intended for at article 6.01.

6.03 Notwithstanding article 6.02, the Company will pay even though the indemnity provided at article 6.01 to an employee in the following circumstances:

- A) Work lateness, because ~~of~~ circumstances out of his control, such as a transport accident or very bad weather.
- B) Certified sickness by a medical certificate.
- C) ~~An~~ absence due to decease, provided at articles 15.01 and 15.02.
- D) ~~An~~ absence provided at article 5.08
- E) A written authorized absence by the Company. However, when an employee ~~is~~ on a leave of absence without pay as provided at article 27.03, he loses ~~is~~ right to a paid statutory holiday.
- F) A court appearance required by subpoena.

6.04 Working on Statutory holiday

If an employee is required to work on a statutory holiday, he receives the compensation provided at article 6.01 in addition to be remunerated at the rate of double time for all worked hours.

6.05 Postpone a Statutory holiday

The company can postpone a statutory holiday to another date if that statutory holiday can legally be postponed. In which case, the date of replacement will be chosen by consent between the parties.

ARTICLE 7 – VACATION WITH PAY

7.01 Reference year

The reference year is a twelve-month (12) period during which an employee progressively acquires his right to annual vacation.

This period stretches from May 1st of the preceding year to April 30th of the current year.

- A) An employee with less than **one** (1) year of service on April 30th of the current year receives on his departure for vacation a compensation of 4% of his total earnings since his hiring.
- B) An employee with one (1) year or more of continuous service on April 30th of the current year is entitled to weeks of paid vacation as follow:

<u>Years of service</u> (At April 30)	Percentage	Weeks Entitled
1 to less than 4	4 %	2
4 to less than 10	6 %	3 ←
10 to less than 15	8 %	4
15 and more	10 %	5

The vacation pay is **in** percentage of the gross salary earned during the reference year or in full-working weeks at regular rate, according to the more profitable for the employee. An employee who is allowed to two (2) weeks of vacation or more and who has not worked seven (7) months in the reference year because of an accident, sickness or work accident shall be eligible to a vacation pay equivalent to :

Twice (2), if **he** is allowed to ~~more than~~ two (2) weeks of vacation, or Three (3) times, if he allowed to two (2) weeks of vacation, of the average of the weekly salary earned during his working period.

7.02 Taking vacation

- A) If the Company decides to shutdown partly or entirely its operations during the last two (2) complete weeks during

the month of July, they will inform the employees, the or before April 15 of each year.

- B) If the Company decides to shutdown partly or entirely its operations during the period above, the first two weeks of vacation must be necessarily taken during the shutdown.
- C) When its necessary, the choice for the vacation periods will be between April 15 and 30 of each year for the twelve subsequent months.

For this purpose, the Company post, at the latest, April 15, the number of days or weeks of vacation each employee is entitled to.

The employee must give to the Company's representative, **who** asks him, his first and second choice for all days or all weeks of vacation which he is entitled to for the current year and this, before May 1st.

- D) The Company grants the employees choices so far as their production needs allows it. If the Company can't grant the choice of an employee, the parties will meet with the employee to discuss the possible options. For lack of agreement, the general seniority (hiring date) prevails for the selection choice.

Employees shall be allowed to take a maximum of three (3) consecutive weeks of vacation, unless a written permission from the Company.

- E) If an employee refuses to let his selection known to the Company's representative who asked him and that, before May 1st, he will be able to take his vacation only if the operation needs allows it. This employee must have advised the Company at least four (4) weeks in advance. At no time, this employee's choice can cause

the transfer of a vacation period already chosen by an employee in conformity with subparagraph C) of the present article.

- F) The Company posts, at the latest, May 10, the final vacation list for the current year.
- G) If during shutdown, the Company requires the employees to work and that they weren't advised before April 15 that their services were required; the Company will proceed on a voluntary basis only. These employees must choose between other vacations period at the same moment where their services are required.

7.03 Vacation pay

The vacation pay is directly deposited into the employee's account as a regular pay. The deductions at source are calculated as a separate pay.

The 4th and 5th week of vacation are convertible into cash with the employee and Company's consent.

7.04 An employee may ask for his vacation pay when laid-off and this, without affecting his seniority rights.

7.05 An employee who is incapable to take his vacation because of sickness or an accident that happens during his vacation period and which can prove this or these facts by a medical certificate and that the insurance company, provided at article 26 in the present, accepts to compensate, can postpone, part of or all of his vacations, in conformity with subparagraph E) of article 7.02

ARTICLE 8 -- CLASSIFICATION :

8.01 List of employees

Every January 10th, May 10th and September 10th, the Company furnishes the Local Lodge Secretary-Treasurer, to the Union

Business Representative and to the Grievance Committee President, a list of the names including the name and the first name of all employees, their classification, salary rate and hiring date.

Copy of this list shall be posted on the board without making mention of salary rate.

8.02 New occupation or new classification

If the Company wants to create new occupations or new classifications; they must first reach an agreement with the grievance committee. Approval from the Grievance Committee can't be unduly refused, if the operation needs requires it. The parties must agree on the salary rate taking into account what already exist at Annex 1 of this agreement. If the parties can't reach an agreement on the occupation or classification or on the proposed rates, one of the parties can refer it all directly to expedited arbitration.

8.03 Temporary transfer

An employee temporarily transferred to another classification continue to be paid at his regular rate and to receive his adjustments in accordance with Annex 1.

8.04 Posting

When the Company wants to fulfill a vacancy or a job newly created, must post during seven (7) calendar days a notice on the board describing the job vacancy, a task description and the job requirements, the department, work hours and the maximum salary rate.

An employee who wants to apply for such job can do it by writing his name and seniority date in legible letters directly at the place reserved to that effect on the posted notice.

An employee who applies for the offered job who has the most seniority, skill and qualifications is the person selected. A two-

weeks (2) period is granted for training. If the employee does not meet job requirements, he can be reinstated, during this two-week period, to his old job. If an employee is promoted to this job after his training period, he keeps his salary rate that will be adjusted in accordance with what is provided at the Annex 1 under dispositions "adjustments".

If an employee is already at the maximum rate provided in his classification, he will receive the maximum rate of his new classification.

If an employee decides, by the posting procedure, to voluntarily demotion himself to a job where the maximum salary rate is less than his own maximum rate and if he already receives the maximum rate, he then receives the maximum rate of his new classification. On the other hand, if his salary rate isn't at the maximum, he receives the salary rate that is adjusted following what is provided for at ANNEX 1.

ARTICLE 9 – CLASSIFICATION AND SALARY RATES

9.01 The classifications and salary rate appear at Annex 1 of this agreement. En-forcement of the agreement can't lead to any reduction in the employees salary rates.

ARTICLE 10 – SENIORITY

10.01 Duration of continuous service

Employee's seniority is based on the duration of his continuous service with the Company in the establishment unless an interruption in the sens of article 10.05. At the time of a lay off, seniority continues to accumulate during the period provided in article 10.05 under paragraph 3.

10.02 Probationary period

An employee acquires seniority after a probationary period of forty-five (45) worked days. Once acquired, seniority is retroactive to the last hiring date.

10.03 If many employees have the same seniority date, the Company holds a drawing lot among these employees in presence of a Union delegate. The first name drawn will be the oldest **and** so on.

10.04 Transfer to a position outside the unit

An employee transferred to a position not covered by the accreditation certificate can decide **to** return to or be returned by the Company, to his old position inside the bargaining unit and that, within a six (6) month period starting at the transfer date. The employee reinstates his position without loss of rights and benefits. If the employee does not reinstate the bargaining unit within the provided period, he loses his seniority in the sense of this agreement. **The** employee must maintain the payment of his Union dues during the said six (6) month period.

10.05 Loss of seniority

An employee loses his seniority and his job for one or the other of the following reasons:

1. If the employee voluntarily ends his job;
2. If the employee is duly dismissed for just and sufficient cause and reinstated by grievance procedure and/or arbitration;
3. If the employee is laid off for a period of twelve (12) months;

4. If the employee is absent from his job without serious and valid cause for a period of three (3) consecutive working days.
5. If the employee is absent for more than twenty-four (24) months in case of sickness or accident not related to his job.
6. If the employee is absent for more than twenty-four (24) months in case of sickness or accident related to his job.
7. If the employee doesn't come back at the date indicated or expected at the time of the leave without pay, unless having a serious and valid cause which he must prove immediately at his return.

ARTICLE 11 – LAY-OFFS and RECALLS

11.01 Advance notice and notice

- A) The Company shall give a written notice of at least two (2) worked days (with copy to the Union) before laying off the employee for a period of forty-two (42) days or less. This written advance notice is of five (5) worked days, if the lay off is for a period expected to be more than forty-two (42) days.
- B) If the lay off is expected to be in ore than six (6) months or at the six (6) month expiry of a unspecified lay off duration or expected to be of a duration less than six (6) month but exceeds this delay, the Company shall give a written notice to the employee (with copy to the Union). This notice is of one (1) week if the employee justifies less than one (1) year of continuous service, of two (2) weeks, if the employee justifies of one (1) to five (5) years of continuous service, of four (4) weeks,

if he justifies of five (5) to ten (10) years of continuous service and of eight (8) weeks, if he justifies of ten (10) years or more of continuous service. The Company can always require that the employee works the notice period or he can pay him compensation pay.

- C) The Company is **not** however required to give an advance notice towards an employee:
1. who has not finished his probationary period;
 2. who has been hired in advance for an established period (training period, disability, accident, authorised absence, etc.);
 3. the lay off which results from circumstance out of the Company's control.
- D) If the Company doesn't give the notice provided for in paragraph B or if the Company gives an insufficient period notice, they must pay the employee compensation pay equivalent to his usual salary without taking overtime into account for a period equal to the one of the duration or the residual duration of the notice he is intitled to. However, the advance notice pay according to paragraph A) is deducted from the notice provided in the present paragraph, if such is the case.

11.02 Lay off procedure

At the time of a lay off, the Company lays off employees by following reverse order of seniority in the classification where is done the lay off. **An** employee bumped can, at his turn, bump another employee if he has more seniority than the employee he wants to bump and that he is acknowledged as a qualified employee capable to do the work of the employee he wants to

bump. An employee who is bumped can bump at his turn and in the same way the other employee. **An** employee who can't bump another employee **is** laid off and **his** name is put on the recall list in conformity with the present agreement.

A bumped employee is intitled to one (1) day to familiarize with is new job if the lay off is expected to be forty-two (42) days or less. This familiarization period is of two (2) days if the lay off is expected to be more than forty-two (42) days.

11.03 Recall

Recalls shall be done by inverse order of the lay-off.

11.04 Recall procedure

The employee loses his job if he doesn't report to work within seven (7) working days which follow his recall back to work notice unless a serious and valid cause which he must prove immediately at his return. The delay of seven (7) working days is computed starting at the date appearing on the delivery slip of a special mail. **This** notice is sent to the last known employee's address. **A** copie of this written notice is given to the Grievance Committee President or to his replacement, the same day. If a laid off employee anticipates being absent for a certain number of days during the lay-off, he must advise the Company and the grievance committee President, otherwise, if he doesn't present himself following the recall, he loses his job as previously described in the present article.

11.04 Change of address

An employee must advise immediately the Company and the Union of any change of address. Otherwise, if he doesn't present himself following a recall, he loses his seniority and his job as provided at article 11.04.

11.05 In the case of lay-off, three (3) members of the Grievance Committee and two (2) members of the Safety committee shall be the last employees to be laid off as far as there are still duties which they are acknowledged as competent and experienced. To be entitled to the present article, an employee must have at least three (3) years of seniority at the date of the lay off.

ARTICLE 12 – TRAINING PROGRAM

- 12.01 A) The Company will establish a training program as the need for qualified personal are required.
- B) The Company will post, on the board, a notice describing the normal job requirements, necessary preconditions in order to join the training program, the dates and time where the training will take place as the limited number of employees for each training program.
- C) To be eligible, an employee must have at least the described preconditions and must write down his name and employee's number before the end of the seventh (7th) calendar day starting at the posting and this directly on the posted notice.
- D) If there are more employees than the limit allowed who want to participate to the training, the company chooses **the** candidates in accordance with seniority, skill **and** qualification.
- E) If the number of employee who want to participate to the training is less than the minimum required, the Company can decide to give the training later.
- F) The training programm is posted at least ten (10) calendar days before the beginning of the scheduled

date. In case of emergency, the Company can decide to shorten the delay.

- G) Training is normally given **during** the regular working hours, if production needs allow it. If not, the Company will pay the employee who attend the training given beyond working hours and this, at their regular rate, overtime rate excluded. This training given beyond working hours can't serve to increase indirectly the production, nor replace the hours that could have been done in overtime. However, the parties agree that despite what precede, there is production that results from the work of employees in training.
- H) Employees following a training must be present during the whole hours and every day of the training, unless serious and valid cause.
- I) At the end of this training, an employee can be required to pass with success an exam in the course of this new job to establish his competence. The exams must be pertinent *to* the normal requirements of this new job.
- J) *An* employee can always ask to have access to the results of his exam and be entitled to explanations concerning the fact that he passed with success or not the exam.

12.02 A) When the Company establishes, for one or some duties, an obligatory training program, he advises the concerned employees at least seven (7) calendar days before the scheduled date and post, **on** the board, a notice to this effect describing the training to be given, the dates and time where the training will take place and the name of the employees required to be present for the training.

- B) The obligatory training is normally given during the regular working hours, if the production needs allows it. If not, the Company pays the employees who attend the obligatory training given beyond working hours at their regular rate, overtime rate excluded.
- C) This obligatory training can't serve to increase indirectly the production, nor replace the hours that would have been done in overtime. However, the parties agree that despite what precede, there is production that results from the work of employees in training.
- D) The Company can require concerned employees to follow training and this for a maximum of fifty (5) hours per year. **An** employee that can't be present during a training session must justify his absence by serious and valid cause that he must prove.
- E) At the end of this training, an employee can be required to pass with success an exam to establish his competence. The exams must be pertinent with normal demands required by the work position. **In** case of failure, article 22 applies.
- F) **An** employee can always ask to have access to the results of his exam and be entitled to explanations concerning the fact that he passed with success or not the exam.

12.03 In order to encourage employees to perfect their education and to increase their personal competence, the Company can reimburse to the employee certain expenses related to a training course followed outside the hours and the work place (ex. Teccart Institute, CEGEP, etc). However, the Company must have pre-authorized, in writing, prior to the inscription and

the fees of such training course. The hours devoted to such training courses will be without pay by the Company. 25

ARTICLE 13 – GRIEVANCE PROCEDURE

13.01 Employees on probationary period are covered by this agreement, unless otherwise provisions content to this agreement.

13.02 **Any** employee who believes having a grievance against the Company can ask to **meet** with his Steward or his Grievance Committee President during working hours after having obtained permission from his foreman; this permission shall not be unduly refused. The duration of this meeting is limited to twenty (20) minutes.

13.03 Step no 1

The party who wants to submit a grievance in writing **must** present it to the other party within twenty-one (**21**) calendar days following the event that originated in a grievance or at the knowledge of the event by the party.

The other party must give an answer, in writing, within fourteen (14) calendar days following the delivery date of the grievance.

The Company and the Union will inform one another of the name or their representative authorized to receive a grievance and to answer it.

In the case of a discharge grievance, the grievance will be treated directly at the step no 2.

13.04 Step no 2

A) Failure of an answer or of a satisfactory settlement, either one of the parties can submit his grievance at Step no 2

within fourteen (14) calendar days of the deadline of Step no 1, if there was no reply or the fourteen (14) calendar days of the receipt of the answer given by the other party.

B) The Company and the Grievance Committee must meet together within ten (10) calendar days following the receipt of the notice that one of the parties wants to refer the grievance to Step no 2. The Union Business representative must be present at this meeting, if possible. The Company can also come with an adviser of his choice.

The parties will meet by appointment at an agreed place. The three (3) employees, members of the Grievance Committee, won't sustain any lost of salary because of this meeting.

C) The party that must give an answer will do it within a delay of five (5) calendar days following the meeting with the other partie.

13.05 For the purposes of the present agreement, the parties agree:

A) By individual grievance, a grievance that applies to only one employee and that must be signed by the employee himself.

B) By collective grievance, a grievance that applies to many employees and that has the same facts, the same right and the same research for remedy. A collective grievance applies exclusively to employees whose names are mentioned in writing on the grievance. This grievance must be signed by the President of the Grievance Committee or, if he is absent, by a union steward.

C) By Union grievance, a grievance in relation to rights recognized to the union or in a case of interpretation of the collective agreement. A Union grievance must be signed by the president of the Grievance Committee or if he is absent, by the Union steward.

D) A Company grievance, a grievance from the Company on a clause provided in the collective agreement. The Company grievance must be signed by a Company's representative.

13.06 The delays provided in articles 13 and 14 are of rigour and prevail over decay of terms. However, the parties can convene in writing to extend the delays. In which case, these new delays become in rigour.

No grievance can be rejected for vice of form or technical irregularity, except for delays that are in rigour.

ARTICLE 14 – ARBITRATION

14.01 Arbitration

Following the Step 2, if the party that received the answer is not satisfied or did not receive the answer in conformity with subparagraph C) of article 13.04, a party can within a delay not exceeding thirty-five (35) calendar days of the receipt of the answer or at the end of the scheduled delay of step 2, if there is no answer, refer the grievance to arbitration. Party refers the grievance to arbitration by informing the other party, in writing, of his intention to send the grievance to arbitration. A single arbitrator will be nominated among the list of arbitrators hereafter designated:

André Bergeron
Marc Boisvert
Michel Bolduc
Claude H. Foisy
André Sylvestre
Jean-Pierre Tremblay

The name of on the arbitrator will be chosen alternately beginning with Andre Sylvestre and so on.

14.02 Arbitrator availability

An arbitrator must be available to schedule a hearing date within a delay of hundred and twenty (120) calendar days of his selection. Otherwise, the parties will proceed with the following arbitrator on the lsite, and, this, until one arbitrator is available within the delay of hundred and twenty (120) days **of** his selection.

Expeditious procedure

The parties can agree to reduce the delay of hundred and twenty (**120**) days to sixty (60) calendar days in case of dismissal or in case of interpretation of the collective agreement.

14.03 Arbitrator fees

The fees and expenses of the Arbitrator are paid equally by the Company and the Union.

14.04 Any grievance relating to a salary dispute is retroactive to the date at which amount was due and this, in addition to legal interest.

14.05 Powers of the Arbitrator

The decision of the Arbitrator in respect of the provisions of the present collective agreement is final and binds both parties. The Arbitrator is not empowered to change, modify or alter, under any way whatever, one or the other of the provisions of this present agreement. The Arbitrator can't add, substitute or render a decision render a decision contrary to the provisions of the present agreement.

In a disciplinary case, the Arbitrator can maintain, modify or void the Company's decision.

ARTICLE 15 – BEREAVEMENT LEAVE

15.01 In the case of the death of the spouse, mother, father, **child, sister, brother**, mother-in-law or father-in-law, an employee is entitled to three (3) consecutive days off, excluding Saturday and Sunday. The day of the funerals is included in the bereavement leave.

15.02 In the case of the death of a grandmother, grandfather, sister-in-law or brother-in-law, one (1) day off is granted, that is the day of the funerals unless that the funerals are on a Saturday or a Sunday, in such case the day off is taken the day preceeding or following the funeral.

15.03 By spouse, we mean persons who :

- a) are married and cohabiting;
- b) are living together as husband and wife and are the father and mother of the same child;
- c) have been living together as husband and wife for one (1) year or more.

15.04 The days off are paid if they coincide with the days normally scheduled for the employee. The employee will be paid as regular hours of a normal days work.

ARTICLE 16 – LEADHAND

16.01 Premium

An employee choosen by the Company as Leadhand is granted a premium of \$ 0.70 per hour worked.

16.02 Responsabilities description

A Leadhand is an employee that, besides is regular work, has the responsibility to distribute and supervise work production also

coordinate certain activities of his section. The Leadhand has no disciplinary power while executing his task.

16.03 Selection of a Leadhand

Naming and employee as a leadhand stays at the entire discretion of the Company and can't be subject of a grievance. However, an employee named leadhand can always give up his responsibilities, in such case; he will not receive the premium as provided at article 16.01. In the same way, the Company can also decide to take away the title of leadhand to an employee, without the last mentioned being able to resort to the grievance procedure.

ARTICLE 17 – LEGALITY OF THE AGREEMENT

17.01 If a provision of this agreement is or becomes in conflict with a law or a ruler in force, this provision is automatically amended to be in accordance with such law or rule in force.

17.02 No other method of remuneration shall be established other than the one already established in this agreement, except for the purpose to acknowledge particular competence and this, after agreement between the Company and the Grievance committee.

ARTICLE 18 – UNION SECURITY

18.01 Union membership

All employees must become members of the Union starting on their first day of work. **An** employee must, as a condition for his employment maintenance sign a Union membership application and authorize the Company to deduct the amount of union dues as established by the Union.

18.02 Union dues

For the duration of the present collective agreement, the Company **deducts** from the salary of any employee covered by the agreement an amount equal to the dues established by the Union.

18.03 Union remission

No later than the 15th of each month, the Company shall send a check made to the order of the Union for the union dues and the initiation fee deducted during the previous month with the membership forms. The Company also furnish a list of the employees including the following general information:

- Employee's last and first name
- Hiring Date
- Classification
- Salary Rate
- Address
- Phone number
- Social Insurance number

18.04 The Company deducts to an employee the full monthly Union dues if the last mentioned is absent from work for less than two (2) consecutive weeks during the month for cause of illness or accident.

18.05 **An** employee on leave of absence without pay authorized by the Company shall pay his monthly Union dues to the Company before his departure or when he is back to work.

ARTICLE 19 – UNION OFFICERS

19.01 The Union shall supply the Company with a list of the names of the members of the Grievance Committee (three (3) members) and all the names of the Shop Stewards, (two (2) em-

ployees by shift). Any name modification to this list must be done in writing with a new notice given to the Company.

The Company supplies the Union with a list of the names of his representatives and the post of each one of them. All modification to this list must be done by written notice given to the Union and to the Grievance Committee president.

19.02 **An** employee, member of the Grievance Committee, who requires it, is assigned to the day-shift as long as he is still in function.

If an employee on the night shift or on the afternoon shift is named member of the Grievance Committee and asks for a transfer to the day shift, the Company can transfer to the night shift or the afternoon shift the employee with the less seniority on the dayshift of the same classification.

19.03 **An** employee membersof a Committee or a Union steward must keep on doing his normal task in spite of his Union duties.

Such employee can only leave his work post so far as and for the time provided in this agreement. **In** such case, this employee shall not suffer any loss of salary for the time devoted in this way.

19.04 Union leave

A) The Union can ask, in writting, that an employee named at a Union permanent post obtains a leave of absence without pay for a minimum of six (6) months and a maximum of twelve (12) months. This leave of absence without pay will not be refused unduly.

B) The Company grants a leave of absence without pay to an employee elected to a Union permanent post for the duration of his term.

C) Any request from the Union for such leave of absence without pay must be in writing at least thirty (30) days before the scheduled date of the beginning of the leave of absence without pay. This notice must mention the beginning date and the end of the leave of absence without pay as well of the permanent post hold by the employee.

D) During such leave of absence without pay, this employee doesn't have any rights to the benefits provided in the agreement, except to maintain and accumulate his seniority until the date of his return to work.

E) The employee must report to work at the latest thirty (30) calendar days after the date indicated at the moment of his request for a leave of absence without pay, if not, he will be renowned as voluntarily resignating his job.

F) A special permission of leave of absence without pay provided in subpara-graph A) or B) can be used only once for the entire employees covered by this agreement and that, for the duration of the present agreement.

19.05 Negotiation committee

At the time of the renewal of the present agreement, the Union names three (3) members to represent all of the employees included in the negotiation unit. The number of three (3) members is increased to four (4) if the Company employes, at the time of the negotiation, more than one hundred (100) unionized employees.

Those three (3) or four (4) members are paid for the lost of their regular hours during a normal working week and this, du to their absence to attend negotiation or conciliation meetings.

19.06 On receipt by the Company of a written notice from the Union given at least seven (7) calendar days before the schedu-

led date for the absence, the Company must grant a leave of absence without pay to two (2) employees at once for training and only one (1) employee for Union Congress.

Le number of days of leave is limited to forty (40) calendar days for the entire negotiation unit.

ARTICLE 20 – POSTING OF UNION NOTICES

20.01 A copy of any document must be given to the Company befor posting. No distri-bution of tracks, information bulletin or other is tolerated during working hours. Reading these documents must always be done outside working hours.

20.02 In order to allow the Union to post his union notices, the Company will put at their disposal in the plant in an agreed upon place, two (2) posting board. These posting boards are for the Union exclusive use. No document posted can contain persecutory remarks regarding the Company, one of his representatives or an employee.

20.03 On request for the President of the Negotiation Committee, the Company will give him a copy of the document they post **on** the board.

ARTICLE 21 – VARIOUS

21.01 The agreement and its annexes shall be printed in **suffi-**cient quantity so that every employee gets a copy. Printing costs shall be split as follow: 50% by the Company and 50% by the Union, for a maximum of \$ 300.00 **for** the Company.

The English translation of this agreement and its printing shall be paid by the Union. It **is** however agreed that only the French version will bind the parties without the English version modify the terms or change the implementation and the interpretation.

21.02 An employee won't be held responsible for material of tools damage unless there is negligence on his behalf or that the damage was caused intentionally.

21.03 The employees are paid by direct deposit on Wednesday before midnight (24 h). Pay stub with deduction at sources explanations are distributed by a Company's representative on Thursday before 12 h (noon) for the day shift and before 17h00 for the afternoon shift.

ARTICLE 22 -- TECHNOLOGICAL CHANGES

22.01 In the event of necessary reduction of the number of employees following the acquisition and the installation of new machinery or changes in the production process, the Company will meet with the members of the Grievance Committee in order to discuss with them of the effect on the number of employees.

22.02 The Company will give the necessary training to the employees assigned to operate new machinery or subject of changes in the production process.

22.02 If an employee is bumped following technological changes provided in article 22.01, the articles 11.01 and followings of this agreement shall apply.

ARTICLE 23 -- SALARY INCREASES

January 1st, 2001 -- 0.20 ¢ Hourly increase

January 1st, 2002 -- 0.20 ¢ Hourly increase

January 1st, 2003 -- 0.20 ¢ Hourly increase

January 1st, 2004 -- 0.20 ¢ Hourly increase

These increases shall be added to the salary of each employee at the provided period of time mentioned above, in addition to the

pro-vided progressions under **ANNEX 1**. The retroactivity shall be paid to each employee for all paid hours since January 1st, 2001.

ARTICLE 24 – WORK OF FOREMAN AND SUPERVISORS

24.01 A foreman or supervisor does not accomplish any duties usually fulfilled by employees included in the negotiation unit.

Notwithstanding what precede, a foreman or a supervisor can accomplish these duties in the following cases:

- 1) In case of emergency or **in** case of an unexpected event that can cause shutdown of production;
- 2) Train employees
- 3) Develop new products;
- 4) Putting in place new methods of working or new methods of manufacturing;
- 5) Putting in place, adjust and develop new equipment.

ARTICLE 25 – HEALT and SAFETY

25.01 The Company takes the adequate ways to assure safety and Union agrees to cooperate with the Company in order to promote and encourage the safety and prevention of professional lesions.

25.02 A) A joint Health and Safety Committee made of two (2) Company representatives and two (2) representatives named by the Union is established. Each one of the parties must

inform the other in writing of the names of their representatives and of all subsequent changes.

B) This Committee has for mandate to study health and safety problems and make recommendations on this subject to the Company. To this end, the joint Health Committee meets according to a mutual agreement between the parties, but not less than one (1) every two (2) months, excluding the months of July and August.

C) The Committee meets at a date and place as mutually agreed on and it is understood that the time devoted by the representatives named by the Union to attend this meeting, when applicable, is without loss of salary.

25.03 First aid

The Company puts at the employee's disposal an appropriate number of first aid kits in conformity with the standards of the Health and Safety Commission and are able to treat minor injuries that can happen at work.

25.04 Transport in case of work injury

In case of a work injury requiring the transport of the employee to the hospital or in a CLSC, the Company chooses and pays for the means of transport. The transport is provided till the hospital, the CLSC or the clinic, nearest of the Company.

25.05 Compensation

A) The employee victim of a professional lesion is paid at his regular hourly rate for all regular hours lost the day of the accident, overtime excluded, if it is impossible for him to complete or finish his normal days work because of such work accident.

B) The Company agrees to pay the indemnity to which the employee is entitled to in accordance with the Act and regulations.

25.06 Safety shoes (boots) and safety equipment

One a year, and this twelve (12) months after the last purchase date, the Company reimburses to an employee the amount of sixty (60 \$) for the purchase of a pair of Safety boots and this, on presentation by the employee to the Company's authorized representative of an original detailed bill.

The Company reimburses a new employee the amount of sixty (60 \$) after expiration of a six (6) month period of the hiring date.

25.07 The Company recognizes the right of an employee to refuse to execute a job if he has just cause to believe that the execution of this job exposes him to danger for his health, safety and physical integrity or can have for effect to expose other person to similar danger and this in conformity to the disposition content in the Occupational Health and Safety Act in force in Quebec.

25.08 The Company recognizes that in case of professional lesions, they are subject to the Workmen's Compensation Act and occupational disease.

25.09 The employee has the right to consult a doctor of his choice. The Company has however the right to take the doctor of his choice for an expert evaluation.

ARTICLE 26 -INSURANCE

26.01 The present Group Insurance Plan is maintained into effect for the duration of the present collective agreement and benefits shall not be reduced. Required premiums shall be assumed equally by the Company and the employees. An amount of half of the contribution credit obtained by the registration of the insurance with the federal or provincial concerned agency must

be used to reduce the employee's premium. The Company and the Union will be cosignatory of the insurance policy and the insurance company must provide the Union every pertinent document for the administration of the insurance policy.

This insurance must have the following protections:

- a) **A** ten-thousand dollars (\$10,000.00) Life Insurance;
- b) Salary insurance paid on a weekly basis representing 66 2/3% of weekly wages and payable the first (1st) day of the disability due to an accident and the eight (8th) day of a disability due to sickness. The maximum duration of compensation shall be seventeen (17) weeks.
- c) Major Medical Plan for additional cost :
 - Deductible : \$ 25.00 per person, \$ 50.00 per family per calendar year.
 - Payable : 80% of eligible expenses.
- d) Hospital Insurance :
 - Deductible : None
 - Payable : 100% of a semi-private room cost.

The insurance is on a voluntary basis unless the Law provides otherwise. The share for the employee shall be deducted from his pay on a weekly basis. The Company shall re-mit to each insured employee a brochure explaining the details of the Plan.

The Union shall be given a Master Copy of the Insurance Policy. Any modification to this Insurance Plan shall be done by mutual agreement.

ARTICLE 27 -- MATERNITY, PARENTAL & LEAVE WITHOUT PAY :

27.01 **An** employee can leave work without salary for a medical exam related to her pregnancy or for an exam related to her

pregnancy and done by a midwife in accordance with Act on the practice, of midwives within the context of a pilot project (1990, chapter 12).

The employee informs the Company as soon as possible of the moment when she will have to leave.

27.02 The pregnant employee is entitled to a maternity leave without pay for a period maximal of eighteen (18) continuous weeks.

27.03 The maternity leave cannot start before the beginning of the sixteenth (16) week prior to the date of delivery.

27.04 The maternity leave can be taken after a written notice to the Company mentioning the date **of** the beginning of her leave as well as the date of her return to work, **three (3)** weeks before her departure. This notice must come with a medical certificate confirming the pregnancy and the anticipated date of her delivery.

The notice can be less than three (3) weeks if the medical certificate attests of the need for the employee to stop working in lesser delay.

27.05 In spite of article 27.02 to 27.04, the government can, by regulation, determine the duration of the maternity leave or, if need be, extension of the duration, what time it can be taken, notices that must be given and the other applicable conditions:

- 1) When the delivery happens after the scheduled date;
- 2) When there **is** danger of a miscarriage or danger for the mother's health or of the child to be born;
- 3) **hi** case of miscarriage or a stillborn delivery
- 4) When the mother's health doesn't allow her to go back to work at the expiration of the maternity leave

27.06 From the sixth (6th) week previous to the delivery scheduled date, the Company can require, in writing, of the pregnant employee still working, a medical certificate attesting that she is able to work.

If the employee refuses or neglects to supply this certificate within a delay of eight (8) days, the Company can force her immediately to take advantage of her maternity leave by sending her a justified written notice to that effect.

27.07 The Company can require of an employee who comes back to work within a two (2) weeks delay following the delivery, a medical certificate attesting that she is able to work.

27.08 The father and the mother of a newborn child and the person who adopts a child under the age required to start school are entitled to a parental leave without pay of, at the most, fifty-two (52) continuous weeks. Exception (the present article does not apply to an employee who adopts the child of his spouse).

27.09 The parental leave can begin at the earliest on the day the child is born or, in case of adoption, the day when the child is confided to the employee in the context of the adoption procedure or the day when the employee left his job in order to go outside the Que-bec so that the child is confided to him. It ends at the latest seventy (70) weeks after the birth or in the case of adoption, seventy (70) weeks after the child is confided to him. Exception (the present article doesn't apply to an employee who adopts the child of his spouse).

27.10 The parental leave can be taken after a notice of at least three (3) weeks to the Company indicating the date of beginning of the leave as well as the return to work date, except in the cases and at the conditions provided by the government regulation.

27.11 An employee can report to work before the date mentioned in notice provided by articles 27.04 to 27.10 or by a regula-

tion taken **in** accordance to article 27.07 after have given the Company a written notice of at least three (3) weeks of the new back to work date.

27.12 Subject to a regulation taken in accordance to article 27.05, the employee who does not report to work at the back to work date fixed in the notice given to the Company, is presumed to have resigned, unless he has a serious and valid cause which he must prove immediately at his return.

27.13 At the end of a parental leave not exceeding twelve (12) weeks or a maternity leave, the Company can reinstate the employee in his usual job with the same benefits including the salary which he would be entitled if he had stayed at work.

At the end of a parental leave exceeding twelve (12) weeks, the Company can rather than reinstate the employee in his usual job affect him **in** a job comparable in the same establishment with at least the salary which he would be entitled if he had stayed at work.

If the employee's usual job does not exist any more at his return, the Company **must** recognize every rights and priviledges that he would have benefit at the moment of the job disappearance if he would have been than at work.

27.14 The government determines, by regulation, the benefits which an employee can benefit during the maternity leave or parental leave particularly in regards with his seniority, the duration of the annual vacation, the indemnity relating to this leave and of his participation to fringe benefits recognized at his work place.

27.15 Articles 27.02 to 27.14 do not have the effect to confer to an employee a benefit that he would not have benefit if he had stayed at work.

27.16 Articles 27.01 to 27.15 are written for information only and the provisions provided by Labour Standards **Act** and amendments apply. Any complaint **must** however proceed by the grievance and arbitration procedure provided in this agreement.

27.17 **An** employee may be absent from work for five (5) days at the birth of his child or the adoption of a child. The first two (2) days of absence shall be remunerated **if** the employee is credited with sixty (60) days of uninterrupted 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 arrives at **the** residence of its father or mother.

The employee must advise his employer of his absence as soon as possible.

However, an employee who adopts the child of his spouse may be absent from work for only two (2) days, without pay.

27.18 LEAVE WITHOUT PAY

1. The Company may authorize an employee to take a leave without pay for a maximum period of twelve (12) months, without accumulating seniority or other privileges, except for what is provided in article 19.04

2. The employee must forward his written request to the Company at least thirty (30) calendar days before the expected date of the beginning of his leave.,

3. The Company may consider the request of an employee who wants to end his leave of absence without pay before the original given date. The employee must send a written advance notice to the Company at least fifteen (15) calendar days before the wanted date of the end of his leave.

4. At the end of his leave of absence without pay, the employee must return to his classification, if possible, and at the same salary he had at the time of his departure, with general increases which could have been allowed during his leave of absence. If the employees' post doesn't exist anymore, the parties must meet to determine which posts the employee would be able to do. If there is no post available, the employee can have recourse to the procedure provided in Article 11 and followings.

5. An employee can not take a leave of absence without pay, without incurring the lost of his job, to occupy another job unless having first had and in writing the Company's consent.

6. *An* employee that is not at work on the day that his leave of absence was supposed to end is considered as having voluntarily quit his job unless serious and just cause which he must prove, on Company's demand. The Company must send him the termination of employment forms as soon as possible.

ARTICLE 28 – DURATION OF THE COLLECTIVE AGREEMENT

28.01 This collective agreement is in force starting **January 1st 2001 to December 31st, 2004**. The salaries increase are retroactive to January 2001 and the sum due in accordance with this retroactivity are payable on or before December 7, 2001. This retroactivity is only payable to the employee who was still at work on November 9, 2001.

28.02 The present agreement continues to bind the parties and this until the signature of a new collective agreement or until one or the other of the parties uses his right to strike or lock-out.

IN WITNESS WHEREOF, the parties hereto have signed in
Montreal, the 17th day of December 2001.

LA COMPAGNIE D'APPAREILS
ELECTRIQUES PEERLESS LTÉE

THE INTERNATIONAL
ASSOCIATION OF MACHI-
NISTS AND AEROSPACE
WORKERS Local Lodge 2133

Francine Samuels

Pierre Brisebois

Roger Lamarre

Charles Erick Mascary

Robert Mathieu

Abel Vaz

ANNEXE -1
CLASSIFICATION AND MAXIMUM SALARY RATE

Classification	1-01-2001	1-01-2002	1-01-2003	1-01-2004
1. Sampler	13,55 \$	13,75 \$	13,95 \$	14,15 \$
2. Set-Up Person	13,90 \$	14,10 \$	14,30 \$	14,50 \$
3. Painter	14,33 \$	14,53 \$	14,73 \$	14,93 \$
4. Painter Helper	12,20 \$	12,40 \$	12,60 \$	12,80 \$
5. Spot Welder	13,21 \$	13,41 \$	13,61 \$	13,81 \$
6. Tool and Die Maker/Millwright Mechanic	14,25 \$	14,45 \$	14,65 \$	14,85 \$
7. Millwright Mechanic Helper	11,10 \$	11,30 \$	11,50 \$	11,70 \$
8. Truck Driver	13,12 \$	13,32 \$	13,52 \$	13,72 \$
9. Lift Truck Operator	12,73 \$	12,93 \$	13,13 \$	13,33 \$
10. Brake and Punch Press Operator	13,00 \$	13,20 \$	13,40 \$	13,60 \$
11. Fixtures' Hookers, Unhookers and cleaners	12,74 \$	12,94 \$	13,14 \$	13,34 \$
12. Shearing Machine Operator and Set-Up Person	13,10 \$	13,30 \$	13,50 \$	13,70 \$
13. Paeker / Material Mover	12,20 \$	12,40 \$	12,60 \$	12,80 \$
14. Receiver / Shipper	10,60 \$	10,80 \$	11,00 \$	11,20 \$
15. General Helper	12,80 \$	13,00 \$	13,20 \$	13,40 \$
16. Assembler	12,54 \$	12,74 \$	12,94 \$	13,14 \$
17. Oxygen Welder	12,70 \$	12,90 \$	13,10 \$	13,30 \$

The new classification « Tool and Die Maker/Millwright » (see letter of understanding.)

HIRING RATE

Newly hired employees shall receive an hourly salary rate at least equivalent to the minimum hourly rate established by Law. They shall receive an additional twenty-five cents (.25¢) per hour after having worked forty-five (45) days, and thereafter they shall get the progressive adjustments listed below.

Whenever the Quebec Government increases the minimum salary rate after the signing of the collective agreement and that employees, having completed their Probationary, period are paid less than the minimum salary rate plus twenty-five cents (.25¢), the Company shall give its employees a salary rate equal to the prevailing minimum salary rate, **plus** twenty-five cents (.25¢). This adjustment shall be made at the effective date of the minimum salary rate change.

PROGRESSION

- a) Starting July 1st, 1989, all employees paid under the maximum rate in their classification shall increase automatically at a rate of ten cents (10¢) per hour every six (6) months until they have reached the maximum rate in their classification.
- b) New employee shall receive the first adjustment only when his probationary period is completed, at time of adjustment, which is January 1st and July 1st. Thereafter, he shall get his increase as all the other employees.
- c) The period of progression shall end when **an** employee is laid off, but shall be reinstated at the point where he left when he is recalled and returns to work. Any general increase given during the period of lay-off shall also be added to the employee's previous hourly rate.
- d) The period of progression of an employee continues when he is transferred to another work for which he has the competence, if the classification rate where he is transferred is **not** reached.

ANNEX - 11

RULES

The following rules are published to inform and guide you, and for your safety, as per Article 4 ((DISCIPLINE)), Transgressing will put the employee liable to disciplinary measures, which if necessary, may cause his dismissal. The Company and its employees are bound by all the rules concerning Health and Safety at work promulgated by the Quebec Government.

GENERAL RULES

1. It is of prime interest, for the Company Management as well as for its employees, to maintain good order and cleanliness in all different departments of the Company plants.
2. Company premises **must** be respected and not be damaged under no circumstances. This rule also applies for graffiti on the walls, in the restroom or locker room. Any act of vandalism shall be punished with disciplinary measures.
3. All directives concerning cleanliness, order, putting the material in its designated place, machine cleaning, must be respected without exception.
4. Whoever throws away papers or other wastes on the premises of the Company shall be subject to disciplinary measures.
5. It is strictly forbidden for the employees to bring alcohol spirits, to drink it or to be under the influence of alcohol, into the premises of the Company. Narcotic drugs are also forbidden unless under medical supervision. Any offence to this rule shall be a cause for disciplinary sanctions.
6. It is forbidden to smoke where a « No Smoking » sign appears.
7. It is strictly forbidden for the employees to play games of chance on the premises of the Company.
8. In the case of sickness or any other reason preventing an employee from coming to work, he must immediately inform the Personnel Department by phone, by letter or by telegram. He must explain the reasons for his absence and let know the probable time or date of his return to work. An employee who is in the impossibility to phone himself may authorize a person in his family to do it for him.
9. Any change of employee's address or phone number must be immediately supplied to the Personnel Department.

RULES (Plant Organization)

1. Plant and adjacent parking lot entry and exit **must** be done in an orderly manner respecting each other and the public in general.
2. Time cards must be punched immediately after the entry of employees and before going to the locker rooms and after work after having left the locker rooms.

Every employee must punch his time card. Punching the card of another employee shall be considered as being a dishonest act and shall be subject to disciplinary measures unless it is proven it was a mistake. Time cards must be numbered and placed in the appropriate cases.

3. Employees wanting to quit the plant during **the** hours of work **must** first obtain permission or advise their foreman, register **exit** hour and, eventually return hour on their time card.
4. Second and third shift shall not disturb or intervene while the preceding shift is still in service. However, the second or third shift, as the case may be, can report to **its** department five (5) minutes before starting to work.
5. Coffee break periods must be respected and the dining-room must be during those periods during lunch hours. The second floor room shall be used only by the Union employees and the first floor room shall have tables at foremen's disposal.

ANNEXE II

SHOP GENERAL RULES

- I You have to be at your post steadily. Repeated absences or frequent late arrivals shall not be tolerated. Do not absent yourself from your post during hours of work without a valid reason or permission from your foreman.
2. Present yourself to your post before and not after official starting time of your shift. Stay at your post or at the place where you are working until your shift stops working, except during official lunch time period and rest periods unless you have a valid reason or a permission to quit your work.
3. The quality of the work done is the foreman and the employee's responsibility. If there are doubts about machinery efficiency, tools or the operation to do to accomplish the work as per specifications, the employee must immediately advise his foreman,
4. It is forbidden to operate machinery or tools other than the one assigned to you. You are responsible for the maintenance and the good order of tools, material and parts which are assigned to you. In case of doubt, consult your foreman.
5. It is forbidden during the hours of work to make assembly and discuss subjects not concerning your work, except in the matter of collective agreement.
6. Any negligent or lawless behaviour which can disturb or inconvenience other employees is forbidden.
7. It is forbidden, at all times, to fight or attack other employees on the premises of the Company under penalty of disciplinary measures.
8. It is forbidden to bother or threaten other employees on the premises of the Company under penalty of disciplinary measures.
9. It is forbidden to take off or stamp communiques or notices from the Company under penalty of disciplinary measures.
10. It is forbidden to take out of the building books, documents, lists or other information unless authorized to do so.

PLANT CLEANLINESS. MATERIAL MAINTENANCE

1. The dinning-room of the Company, restroom for all employees, must be kept in perfect order and cleanliness. Do not leave papers, cups, food, etc. on the tables, throw them away in the dustbin provided for this purpose.
2. In the machining or assembling departments, put your waste such as papers, cans, cups in the dustbin exclusively provided for this purpose.
3. It is forbidden to leave metal cuttings from machinery on the floor.
4. Metallic containers have been especially installed for machinists to dispose of their cuttings. Fill them in a reasonable way, don't overdo it. Wastes other than cuttings and pieces of metal shall not be disposed in those containers.

Metals other than cuttings of steel such as bronze, copper, stainless steel, etc. must be split and deposited in containers especially provided for that purpose. If it appears that the number of metallic containers is insufficient, ask some to your foreman. If he judges it necessary, the Chief Maintenance will bring them as soon as possible.

5. Metallic cuttings must be kept only at the place where the waste wagon is; the same applies for garbages.
6. It is forbidden to leave finishing parts on the floor. Finishing parts or those under way **must** be placed on racks or in containers placed besides the machines, carefully put away in a geometrical manner. Material

must always be correctly piled on the pallets or in the storage units.

7. In the store, pieces and material must be put away to the indicated place and quantity must be written down **on** the appropriate inventory card. Foremen, machinists and assemblers are not authorized to take material from the store without permission of the stockkeeper and without having properly filled movement **of** material cards.
8. Non-recoverable parts and part to be re-finished must be put away from the others. Foremen and inspectors shall mark in red the non-recoverable parts and shall have them placed in a designated place.
9. Parts to be re-finished shall be marked in yellow and be re-finished **of** possible **on** the same machine and during the same period of production or as soon as possible upon written instructions.
10. Jackets, shoes or other pieces of garment must only be left **in** the locker room and only in the individual locker.
11. Each individual locker must show the employee's name clearly written.
12. Garments in the painting department shall be furnished by the Company as well as a garment to clean the painting section.

ANNEXE II

SAFETY RULES

1. Safety glasses must be worn or any other appropriate safety equipment, where indicated.
2. Locking devices are there for your safety and shall not be taken off. Never **use** your machine without being certain that necessary locking devices are in place. If device is defective, stop machine and report it immediately to your foreman and to the Grievance Committee President.
3. It is forbidden to run in the Shop.
4. It is very dangerous and therefore forbidden to hustle or throw things in the Shop.
5. It is forbidden to disturb an employee, his inattention could cause injury.
6. It is forbidden to wear jewels, rings, bracelets and chains in the Shop. **These** articles might get caught in the machine and cause serious accidents, such as the loss of fingers or hand.
7. When working near machines in motion, you **must** take the necessary precautions so your clothes cannot get caught in the machines. Roll up your sleeves or cut them at elbow level, pin in your tie and keep your shirt into your pants.
8. Employees with long hair must tie it.
9. Never walk under loaded crane or elevator
10. Compressed air shall only be used for work for which it is designated. Do not play with it. Never **aim** a person with it, this is extremely dangerous.
11. Machines must be completely stopped before beginning the cleaning, greasing or adjusting. **Turn** off main circuit.
12. Respiratory masks are to your disposal to protect yourself from dust.
13. In accordance with safety rules, all employees must have appropriate work shoes in the Shop. Shoes without toe-cap shall not be allowed.
14. Any work accident must be immediately reported to the first aid nurse, to **the** concerned department foreman and to the Health and Safety Committee President.

LETTER OF INTENT

54

between

La Compagnie d'appareils électriques Peerless Ltée

and

The International Association of Machinists
And Aerospace Workers – Local Lodge 2133

FONDS DE SOLIDARITÉ (Solidarity Funds)

1. The Company agrees to collaborate with the Union in giving the opportunity to employees desiring to subscribe, by means of savings on salary, including Income Tax pay deductions, to the Fonds de Solidarité (Q.F.L.).
2. The Company agrees to make pay deduction for each employee wishing so, and who has signed a subscription form, for the amount indicated by the employee.
3. An employee may modify the amount of his instalments or stop subscribing, at any moment, by sending a notice to the employer, the Union and the Fonds de Solidarité.
4. The Company agrees to send a cheque to the Fonds, every month (at the latest, the 15th of the month following the deduction) the amounts so deducted. That remittance shall be accompagnied with a statement indicating names, social insurance numbers and reference numbers (supplied by the Fonds) for each employee and the amount deducted.

SIGNED IN MONTREAL, the ___ day of _____ 2001.

FOR THE COMPANY :

FOR THE UNION :
