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MEMORANDUM
EMPLOYEES

NUMBRE
D'EMPLOYÉS

COLLECTIVE AGREEMENT

BETWEEN

**Thomson Consumer Electronics
Canada, Inc.**

Prescott, Ont.

hereinafter called the "Company"

AND

**Communications, Energy and
Paperworkers Union of Canada
(C.E.P.)**

and its Local 523

hereinafter called the "Union"

1995 - 1997

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OF A
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COLLECTIVE AGREEMENT

1. PURPOSE

- 1.01 The purpose of this agreement generally is to promote the mutual interest of the Company and its employees by providing for the operation of the plant with due regard for quality and efficiency and for the safety and welfare of the employees.
- 1.02 Specifically, its purpose is to provide orderly collective bargaining relations between the Company and its employees represented by the Union, to secure prompt and equitable disposition of grievances, and to establish and maintain fair wages, hours and working conditions.

2. RECOGNITION

- 2.01 The Company recognizes the Union as the sole bargaining agency in respect to all employees of Thomson Consumer Electronics Canada, Inc. at its Prescott Plant, save and except supervisors, persons above the rank of supervisor, security guards, engineering and technical staff, office staff and confidential secretaries to supervisors.
- 2.02 The Company agrees to supply the Union with names, classifications and departments of all present employees covered by the Agreement and all new employees covered by this Agreement at the commencement of their employment.

period not exceeding twelve (12) months from the date the employee was transferred from the bargaining unit will have dues deducted for the time they have been absent from the bargaining unit. Such dues will be deducted when the employee returns to the bargaining unit.

- 3.04 Such moneys, together with a detailed list of such collections, shall be remitted weekly by cheque, payable to the order of the Union, within five (5) working days of the deductions.
- 3.05 The Union agrees that Thomson Consumer Electronics Canada, Inc. shall be saved harmless from all deductions and payments so made.

4. NO DISCRIMINATION

- 4.01 The provisions of this Agreement shall be applied to all employees without discrimination on account of sex, handicap, race, colour, language, creed or national origin.

3. RIGHTS AND FUNCTIONS OF MANAGEMENT

- 5.01 Subject only to the express provisions of this Agreement, the Union agrees that supervision, management and control of the Company's business, operations and plants are exclusively the function of the Company, and that the Company has the right to make such reasonable rules, regulations and decisions as it considers necessary or advisable for the orderly and efficient conduct of its business.

6. UNINTERRUPTED PRODUCTION

- 6.01 During the term of this Agreement, the Company agrees that there shall be no lockout of its employees, and the Union agrees that there shall be no slowdown, strike or other stoppage of or interference with work.

7. HOURS OF WORK

- 7.01 The normal work week for all employees covered by this Agreement shall be forty (40) hours Monday through Friday, not to exceed eight (8) hours in any one day. Although the Company reserves the right to change working hours when necessary to conform with changes in production schedules in any area or in the plant as a whole, such changes will be affected only by mutual agreement with the Union.
- 7.02 An employee is expected to be at the employee's workplace and ready to work when each work period commences. An employee shall be paid for any incomplete hour worked on the basis of the number of minutes worked during such hour times one-sixtieth of the employee's established hourly rate.
- 7.03 The normal starting and stopping time of the day shift shall be 7:30 a.m. to 4:00 p.m. Except for janitorial and maintenance employees, the lunch period shall be from 12:30 p.m. to 1:00 p.m. However, if lunch periods must be staggered in order to accommodate employees in the Canteen, the lunch periods will be scheduled as

follows:

Group I - 12:00 Noon to 12:30 p.m.

Group ii - 12:30 p.m. to 1:00 p.m.

Any contemplated change from one lunch period to two or vice versa, shall be discussed with the Union at least one week before such change is effected. The lunch period for janitorial and maintenance employees shall be scheduled for either of the two lunch periods listed above. When emergencies occur, however, and employees are prevented from taking their regular scheduled lunch periods, they shall be taken as close to one of the listed periods above as circumstances will allow.

- 7.04 The starting and stopping times of two-shift and three-shift operations will be decided by mutual agreement between Company and Union.

8. OVERTIME

- 8.01 While it is agreed by both parties that overtime is not desirable, it is **recognized** that a reasonable amount of overtime is necessary for the **efficient** operation of the Company's business. The Company's policy will be to keep overtime to a minimum. If emergency conditions arise necessitating overtime, employees will cooperate with the Company and the overtime rates will be paid. Failure to work overtime when requested will not be a matter for disciplinary action.

- 8.02 The Company will first offer overtime to the employee who holds the position in the job classification during regular working hours in the affected group. Thereafter, the Company will divide overtime equally among employees by job classification in the affected group who are capable of doing the work available on overtime without additional training. If the Company has to go outside the job classification, it will then go to employees in the affected group who are capable of doing the work on **overtime without additional training.**
- 8.03 All time worked before the established starting time or after the established quitting time for any shift shall be **regarded** as overtime.
- 8.04 No employee who is required by the Company to work **hours** outside the employee's scheduled shift hours shall be required to take time out of the employee's scheduled shift to offset such hours, and the employee will be paid overtime rates for such hours as were worked outside the employee's scheduled shift.
- 8.05 Except in emergencies, employees and the appropriate zone steward shall be notified of the necessity to work overtime, as follows:
- On regular working days - before lunch period.
- On Saturdays, Sundays and Holidays - before the **lunch** period of the preceding regular working day.
- 8.06 All overtime not exceeding three **(3)** hours a day and not exceeding eleven **(11)** hours on

Saturdays, shall be paid for at time and a half. Overtime exceeding three (3) hours in a day and eleven (11) hours on Saturday, and all time worked on Sunday, shall be paid at double time.

- 8.07 Time-and-one-half shall mean one and one-half times the employee's hourly rate; double time shall mean two times the employee's hourly rate.
- 8.08 The Company agrees that it will not schedule nor permit overtime work, except in emergency cases, during the hours a general Union Meeting is scheduled nor during the hour immediately preceding such meeting.
- 8.09 The Union will endeavour to advise the Company at least twenty-four (24) hours in advance of calling a Union general meeting and the Company will endeavour to advise the Union as soon as possible when emergency conditions exist, requiring overtime.

9. HOLIDAYS

- 9.01 The following holidays shall be observed (or the Monday succeeding said holiday should any of the below-mentioned holidays fall on a Saturday or Sunday):
- New Years Day
 - Good Friday
 - Easter Monday
 - Friday prior to Victoria Day
 - Victoria Day
 - Canada Day

Civic Holiday

Labour Day

Thanksgiving Day

Christmas Day

Boxing Day

The last half working day prior to Christmas Day.

The last half working day prior to New Year's Day.

- 9.02 In all cases, pay for the above full day holidays will be made on the basis of the employee's hourly rate times eight (8) hours and pay for the above half day holidays will be made on the basis of the employee's hourly rate times four (4) hours.
- 9.03 Payment for one of the above named holidays will not be made if an employee did not work the employee's regular scheduled shift on the working days immediately preceding and succeeding the holidays, unless the absence was caused by verified illness, death in the immediate family, jury duty, a temporary layoff not exceeding one week's duration, layoff (other than temporary) occurring during the payroll week in which the holiday occurs, or if the employee obtains written permission from Management to be absent. In all such cases, the absence was not part of a Leave of Absence as provided for in Article 18 of this Agreement.
- 9.04 Employees who are required to work on any one of the holidays listed above shall be paid two times their hourly rate for the hours worked, and shall receive in addition the holiday pay to which they may be entitled in accordance with this section of the Agreement.

10. WASH UP

10.01 Employees shall be allowed sufficient time to put away tools and wash-up at the end of each shift.

11. REST PERIODS

11.01 Employees shall be allowed two ten-minute rest periods each shift.

12. NIGHT SHIFT PREMIUM

12.01 Every employee on a night shift shall be paid a night shift premium amounting to 75 cents per hour.

12.02 Said night shift premium shall be paid for all hours worked on all shifts beginning after 1:00 p.m. or before 6:30 a.m.

13. REPORTING FOR WORK

13.01 An employee who reports for work at the employee's regular starting time shall be guaranteed a minimum of four (4) hours' work or four (4) hours' pay in lieu thereof, except in the case of fire, flood, or similar cause beyond the control of the Company.

CALL-IN PAY

13.02 An employee reporting for work who has been called in to work overtime shall be guaranteed a minimum of four (4) hours' work or four (4) hours' pay at the applicable rate in lieu thereof.

14. DEATH IN THE IMMEDIATE FAMILY

- 14.01 In the event of death in the employee's immediate family, the employee shall be paid for three (3) days' absence at the employee's hourly rate for the normal number of hours in the employee's regular shift.
- 14.02 The term "immediate family" shall mean father, mother, husband, wife, children, brother, sister, father-in-law, mother-in-law, sister-in-law and brother-in-law, grandchildren and employee's grandparents.
- 14.03 Should a death in the immediate family occur during an employee's scheduled vacation (Article 17), an additional absence with pay will be granted equivalent to the amount of vacation lost as a result of the bereavement leave. This additional absence, however, will not exceed three (3) days.
- 14.04 If a holiday occurs while an employee is on a bereavement leave due to a death in the employee's immediate family, the employee shall be paid for an additional day's absence at the employee's hourly rate for the normal number of hours in the regular shift.

15. CLASSIFICATION OF EMPLOYEES

- 15.01 All new employees shall be considered as probationers until they have accumulated two months' service.
- 15.02 The Company may, at its discretion, discharge

an employee during the employee's probationary period. The Company agrees that its **discretion** will not be used in an arbitrary or capricious manner.

15.03 Every employee shall be classified according to the job classification established by the Company, and shall be notified in writing, with a copy to the Union, whenever that **classification** is changed.

15.04 Any disagreement as to classification shall be dealt with according to the Grievance Procedure outlined in this Agreement.

16. COMPANY ORGANIZATION

16.01 The Company agrees to furnish the Union a list of names of its **officers** and supervisory personnel **with** whom the Union may have transactions in the administration of this Agreement, and the Company will keep the list up-to-date.

16.02 Names of supervisors constituting the **organization** of the plant, shall be posted on the bulletin board so that all employees know to whom they report.

17. ANNUAL VACATIONS

17.01 The Company shall continue to grant vacations with pay to all employees. The terms of this policy shall be as follows:

17.02 The vacation shutdown period or periods will be

announced by the Company on or before March 15 of the current vacation year. The Company shall schedule one vacation shutdown period immediately preceding the Civic holiday. Individual vacations for employees not required to work during the period or periods shall run concurrently with the shutdown period or periods.

- 17.03 Employees who are entitled to vacations in excess of the length of the Plant's shutdown period or periods must make their requests in writing before March 30th of the current vacation year. Preference will be given to employees for the choice of designated vacation periods on the basis of their seniority in the section, provided that such preference does not unduly affect the efficient operation of the plant. Employees will be notified of their vacation periods not later than April 15th of the current vacation year, and once established, individual vacation periods shall not thereafter be changed, except with the consent of both parties concerned.
- 17.04 The "vacation year" which shall be used in computing the vacation payment, shall be the 52-week period from the first pay period in May of the preceding year to the last pay period of April in the current year inclusively.
- 17.05 Employees who are entitled to vacation in excess of the plant's vacation shutdown period or periods will receive vacation pay for such vacation on the last Thursday prior to the beginning of each period of such vacation. Vacation pay will not be granted in lieu of vacations except as provided in 17.06.

- 17.06 An employee who leaves the service of the Company or who is **laid** off or who is discharged after the employee has completed their first, fifth, twelfth, and twenty-second year of service on their anniversary date, previous to the first of July in any year, shall receive a vacation pay according to the employee's years of service, even if the employee leaves the service of the Company or is laid off or discharged after the employee's anniversary date, but previous to the first of July of any year following such ~~anniversary~~ **date**.
- 17.07 Every employee on the payroll, who at July 1st of the then current year, shall have less than one year of continuous service, shall be eligible to receive a vacation of as many continuous **half**-days as the number of complete calendar months during which the employee has been employed and a vacation payment equal to four **(4%)** percent of the employee's total earnings during the aforesaid calendar months.
- 17.08 Every employee on the payroll, who at July 1st of the then current year, shall have not less than one **(1)** year of continuous service and not more than five **(5)** years of continuous service shall be eligible to receive two **(2)** weeks' vacation and a vacation payment equal to four **(4%)** percent of the employee's total earnings during **the vacation year**.
- 17.09 Every employee on the payroll who at July 1st of the **then** current year, shall have not less than five **(5)** years' continuous service and not more

than twelve (12) years shall be eligible to receive three (3) weeks' vacation and a vacation payment equal to six (6%) percent of the employee's total earnings during the vacation year.

- 17.10 Every employee on the payroll who at July 1st of the then current year, shall have not less than twelve (12) years' continuous service and not more than twenty-two (22) years shall be eligible to receive four (4) weeks' vacation and a vacation payment equal to eight (8%) percent of the employee's total earnings during the vacation year.
- 17.11 Every employee on the payroll who at July 1st of the then current year, shall have not less than twenty-two (22) years' continuous service shall be eligible to receive five (5) weeks' vacation and a vacation payment equal to ten (10%) percent of the employee's total earnings during the vacation year.
- 17.12 Every employee who completes their fifth, twelfth and twenty-second year of service on their anniversary date between July 1st and December 31st of the then current year shall receive after their anniversary date of the then current year an (1) additional week's vacation and an additional vacation payment equal to two (2%) percent of the employee's total earnings during the vacation year as defined in Section 17.04.
- 17.13 When an employee's scheduled vacation period includes a holiday listed in Section 9.01, an addi-

tional day's vacation with pay shall be granted.

- 17.14 In computing total earnings for the purpose of determining vacation payment, employees shall be credited with the following: (a) Wages for hours worked; (b) All payments not already credited and which have been made in accordance with the provisions of Article 9 — Holidays, Article 14 — Death in the Immediate Family, Article 17 — Annual Vacations, Article 19 — Union Committees and Stewards, and Article 30 -Jury Duty Absence and Payment; (c) Wages lost while absent from work due to illness (not exceeding One Hundred and Eighty (180) days); (d) Wages lost due to temporary layoffs caused by material shortages or equipment break-downs for periods up to five (5) days and (e) Wages lost while absent from work because of an industrial accident or illness compensable under the Worker's Compensation Act.

18. LEAVES OF ABSENCE

- 18.01 Leaves of Absence for legitimate personal reasons may be granted without pay. Requests for such Leaves of Absence in excess of three (3) days must be in writing, and the Company will notify the employee in writing if the employee's request for Leave of Absence is granted. A copy of this notice shall be sent to the Union. **Seniority shall accumulate *~~s~~† the period of** such Leave up to three (3) months. If the Company is prepared to grant a Leave of Absence for a period of more than three (3)

months, it shall meet with the Union before granting such leave to discuss and agree upon a further period of time during which the employee will continue to accumulate seniority.

- 18.02 The Company shall upon written application from the Union, grant Leaves of Absence to delegates of the Local for attendance at Union Conventions. The number of delegates to be granted such Leaves of Absence shall not exceed three (3) in number. The Company shall upon written application from the Union grant Leaves of Absence to two replaceable employees of the Company to serve as business agent or other full time worker of the Union. Such Leaves of Absence shall not exceed one year, but may be renewed by mutual agreement. Continuity of service and seniority rights shall accumulate to such employees while they are absent on Leave.
- 18.03 Employees who become pregnant must report their pregnancy within four (4) months after conception, and accept a Leave of Absence of not more than eight (8) months without pay. On presentation of a medical certificate stating the estimated date of delivery, maternity leave may commence at any time during the period of eleven (11) weeks but in no event later than two (2) weeks immediately preceding the estimated date of delivery, and end no more than five (5) months after the actual date of delivery. However, the Company may initiate maternity leave at any time if the duties of the employee's

position cannot be reasonably performed by the employee or the performance of the employee's work is materially affected by the pregnancy. The employee will be restored to employment after the maternity leave but not before the expiration of six (6) weeks following the actual date of delivery. However, an employee may shorten the duration of the six (6) week period upon giving the Company one (1) week's notice of returning and providing a doctor's certificate stating that the employee is able to resume the ~~employee's work~~. **Request for maternity leave** shall state the anticipated duration of the maternity leave and shall be confirmed in writing two (2) weeks prior to the commencement date of the maternity leave.

- 18.04 An employee with established seniority and who shall be found and certified by the Company Physician to be unable to perform the employee's regularly assigned duties with the Company because of disabling sickness or injury **shall** receive a **leave** of absence. Such leave of absence will be granted for a period up to the equal of the employee's recall rights, as defined in Subsection (c) of Section 23.02, and seniority privileges will accumulate during the **authorized** sick leave period. However, an additional leave of absence of up to twelve (12) months will be granted for employees having less than twelve (12) years of service and a further leave up to twenty-four (24) months may be granted to employees having twelve (12) or more years of service. Seniority will not **accu-**

multate during these extended periods of authorized sick leave, but the employee's previously accumulated seniority will be maintained during such extended leave.

- 18.05 An employee under such conditions shall inform the Plant Human Resources Office immediately upon such occurrence and shall thereafter keep the Plant Human Resources Office informed monthly, stating the best estimate of time when such employee will be able to resume the employee's usual Company duties. Such employee will be restored to employment when recovered, if under normal working conditions the employee would have continued in employment by the Company except for such disability, upon approval of the Company Physician certifying the employee is sufficiently recovered and is physically qualified to return to work and perform the employee's usual Company duties.
- 18.06 A disagreement over the Company Physician's decision on a matter relative to an employee's physical ability to perform the employee's usual Company duties may be subject to the Grievance Procedure.
- 18.07 After the insurance claim expires, the Company may at any reasonable time or times require the employee, referred to in Paragraph 18.04, to furnish a doctor's statement certifying to the employee's condition. The Company may also have a doctor selected by the Company interview or examine such employee for the purpose

of determining the employee's condition and the likely duration of such sickness or disability.

- 18.08 Continuity of service and seniority rights shall accumulate to employees while they are absent on approved leave subject to the modifications in Paragraphs 18.01 and 28.04.
- 18.09 An employee who returns from a leave of absence will be reinstated immediately in the job from which the employee was granted leave, provided under normal conditions of work the employee would have continued in such job. However, if the employee is unable because of industrial sickness or injury compensable under the Worker's Compensation Act, to perform satisfactorily in the employee's former job, or if a subsequent reduction in the work load has either eliminated the job from which the employee was granted leave, or has caused a condition whereby the employee returning from leave no longer has sufficient seniority to occupy a job in the same classification, the employee shall be permitted alternate employment if it is available under the provisions of Subsections (a), (b) and (c) of Section 24.08.
- 18.10 An employee granted a Leave of Absence in accordance with 18.03 may make application with the Unemployment Insurance Commission for maternity benefits under the U.I.C. program upon commencing an approved Leave of Absence. An employee who has exhausted U.I.C. benefits prior to returning to regular employment will on

request, receive from the Company an equivalent weekly or daily benefit to that provided by the U.I.C. up to a maximum of six weeks' benefit to cover the period when U.I.C. benefits cease and when the employee returns to work. This provision does not apply to an employee who, as a result of complications during pregnancy, becomes eligible and receives benefits under the Weekly Indemnity coverage of the Company's Health Insurance Program.

19. UNION COMMITTEES AND STEWARDS

- 19.01 The Company acknowledges the right of the Union to elect stewards to facilitate the carrying out of this Agreement.
- 19.02 One steward will be appointed in each zone of the plant according to the List of Zones Schedule "C" attached hereto. In case of a night shift or expansion, the increase will be determined by mutual agreement of the parties.
- 19.03 The Company recognizes the following officers and committees of the Union: duly elected Executive Officers, Negotiating Committee of 3 members, Grievance Committee of 3 members, Chief Steward, and Zone Stewards.
- 19.04 Top Seniority in the Plant for purposes of layoff and recall only will be granted to Local Union Officers, i.e. President, Vice-President, Chief Steward, Financial Secretary, Recording Secretary, Treasurer, Sergeant-at-Arms and the members of the Negotiating and Grievance

Committees. Top Seniority to be used only for the purpose of a layoff and recall in their zones will be **granted** to Local Union Stewards.

- 19.05 Stewards, members of Committees, and Union Officers will be expected to perform their regular duties efficiently and will not leave or otherwise interrupt their regular duties to attend to Union business without first obtaining the permission of the supervisor or the supervisor's designated representative in charge, which permission shall not be unreasonably denied, and if the Union official is **authorized** by agreement to take up Union business in an area other than the Union official's own, the Union official shall first report to the supervisor or the supervisor's designated representative.
- 19.06 The Company will compensate such employees at their hourly rate for time spent during their regular working hours in the handling of grievances and in attending meetings of the Grievance Committee. Furthermore, the Company will compensate members of the Grievance Committee at their hourly rate for time taken during their regular working hours to attend arbitration board hearings in connection with ~~unsettled~~ grievances.
- 19.07 The Company agrees to pay members of the Negotiating Committee at their hourly rate for time taken during their regular working hours for negotiation of a Collective Agreement and attendance at Conciliation and/or Mediation Proceedings.

19.08 The Union agrees to notify the Management of the Company of the names of Union Officers, Chief and Zone Stewards, and members of the Union Grievance and Negotiating Committees, and also of any changes that may take place from time to time.

20. GRIEVANCE PROCEDURE

- 20.01 It is the mutual desire of the parties hereto that complaints and grievances of the employee shall be adjusted as quickly as possible.
- 20.02 An employee having a complaint shall first give the employee's supervisor an opportunity of adjusting the condition causing the complaint before lodging a formal grievance. The employee may request the assistance of a steward when taking up a complaint with the employee's supervisor.
- 20.03 Any differences, disputes and grievances that may arise between the Company and Union with respect to the interpretation, application, administration or violation of any provision of this Agreement shall be dealt with as follows:
- 20.04 A grievance shall be presented as soon as practicable, but in no event later than fourteen (14) working days after the occurrence causing the grievance. Any grievance not so presented shall be deemed to be abandoned and shall not be entitled to consideration thereafter.

Step I

20.05 A grievance shall be presented in writing on a grievance form to the supervisor by the Zone Steward, or by the Zone Steward in conjunction with the employee, and the supervisor will give a decision in writing within two (2) working days of the presentation of the Grievance.

Step II

20.06 If a settlement is not reached, then within two (2) ~~working days after the decision was given,~~ the Zone Steward will notify the Chief Steward, and the supervisor will notify the appropriate Manager who will then discuss the case. The Manager will give the Chief Steward a decision in writing, within two (2) working days of receipt of the grievance.

Step III

20.07 If a settlement is still not reached the Union Grievance Committee and the Company representatives who meet once weekly if necessary will discuss the grievance. Unsettled grievances shall be heard at any of these weekly meetings held not later than ten (10) working days after the decision was given at Step II. Any grievance discussed at such a meeting will be answered in writing by the party against whom the grievance was raised. If the decision, which must be given within five (5) working days of the meeting at which the grievance was discussed, fails to result in a settlement, the grievance shall proceed to the Fourth and final Step.

step IV

- 20.08 In a final effort to settle the grievance, the representatives of the executives of the Company and the National Representatives of the Union and/or their representatives will meet and attempt to solve the dispute. The Union will advise the Company of its desire to proceed to Step IV no later than five (5) working days after the decision was given at Step III. Such meetings to be held no later than fifteen (15) working days after the decision was given at Step III. If the decision which must be given in writing within ten (10) working days of the meeting at which the grievance was discussed, failed to result in a settlement, the grievance may proceed to arbitration.
- 20.09 All decisions arrived at between the Management of the Company and the Union Grievance Committee shall be final and binding upon the Company, the Union Committee, the Stewards, and the employee or employees.
- 20.10 Any complaints originating with the Company or any complaints originating with the Union as a policy grievance (as distinguished from an employee grievance) shall be discussed between Union and Company at the Third Step of this procedure — all previous steps will be omitted in such cases, and in the event that such a grievance is referred to arbitration, then the Board of Arbitration **shall** have the authority to award such compensation as is properly claimed in such grievance.

- 20.11 Payments concerning any grievance shall not be made retroactive to a date more than **thirty (30)** days prior to the date of filing of the grievance **unless** due to an accounting or clerical error.
- 20.12 Failure of the Company or the Union to reply within the time limits prescribed above shall mean that the grievance is allowed or abandoned as the case may be.
- 20.13 When in the opinion of either the Union or the Company, a satisfactory disposition of a **grievance would** be facilitated **thereby**, the time limits provided in the above steps of the Grievance Procedure may be extended by mutual consent. All time extensions agreed to will be in writing.

21. ARBITRATION

- 21.01 The parties hereto agree that if any grievance with respect to the interpretation, application, administration or alleged violation of any **provision** ~~of this Agreement has not been settled after~~ being **carried** through the steps of the Grievance Procedure, as outlined above, the matter then shall be referred to a board of arbitration. Notice of intent to arbitrate shall be given by either party to the other not later than **thirty (30)** days after the matter has been dealt with in accordance with the provisions of Section **20.08**, in the event of **failure** to notify of such intent, the matter shall be considered to be abandoned.

- 21.02 When either party requests that a grievance be submitted to arbitration, it shall make such request in writing, addressed to the other party to this Agreement and at the same time shall nominate an arbitrator. Within five days thereafter the other party shall nominate an arbitrator. The two nominees shall attempt to select by agreement a chairman of an arbitration board. If they are unable to agree upon a chairman within seven (7) working days of their appointment, or a longer period by mutual consent, they shall then request the Minister of Labour for the Province of Ontario to assist them in selecting an impartial chairman.
- 21.03 Each of the parties hereto will bear the expense of the arbitrator appointed by it, and the parties will jointly bear the expense of the chairman of the arbitration board, if any.
- 21.04 No case may be submitted to arbitration which has not been carried through the final two steps of the grievance procedure.
- 21.05 The arbitration board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor alter, modify or amend any part of this Agreement.
- 21.06 The proceedings of the arbitration board will be expedited by the parties hereto and decisions of such board will be rendered within fifteen (15) days of the hearing, unless delayed by mutual consent of the parties. The decision of the board shall be final and binding upon the parties. The decision

of the board shall be the decision of the majority or, failing a majority, the decision of the Chairman.

21.07 During arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses, and all reasonable arrangements will be made to permit the Board to have access to the plant to view disputed operations and to confer with the necessary witnesses.

22. DISCIPLINARY CASES

22.01 In the event that an employee feels that the employee has been unjustly disciplined by a discharge, suspension, written verbal warning or a Written Warning, the employee and/or the Union may ask for and receive from the Company the reasons for the disciplinary action taken.

22.02 A claim by an employee or the Union that the employee has been unjustly disciplined shall be treated as a grievance if a written statement of such grievance is lodged with the Company as follows:

a) In the case of a suspension or discharge, within five (5) working days after the employee ceases to work for the Company.

b) In the case of a Written Warning, within fourteen (14) working days after receipt of the Written Warning by the employee and the Union.

22.03 All preliminary steps of the Grievance Procedure prior to step three (III) will be omitted in cases of suspension or discharge.

23.02 Continuous service and seniority of an employee shall be cancelled for any of the following reasons and, when so cancelled, an employee **shall be considered a new employee if the** employee is subsequently re-employed:

a) If the employee voluntarily quits the employ of the Company.

b) If the employee is discharged for just cause, and such discharge is not reversed through the grievance procedure.

c) If an employee is laid-off for a period of twelve (12) consecutive months in the case of **an employee with less than two (2) years'** seniority at date of layoff, twenty-four (24) consecutive months in the case of an employee with two (2) or more years' seniority at date of layoff.

d) If a laid-off employee on being notified at the employee's last address on record at the Company to report to work, fails within five (5) days to **communicate** with the Company regarding such notice and fails within eight (8) working days of such notice to come to work, unless in either case the employee was prevented from so doing by verified illness or verified accident. (A copy of the notice to report to work will be given to the Union on the day it is given or mailed to the employee).

e) If an employee is absent for five (5) consecutive normal **working days** without **permission**, or without notifying the employee's supervisor,

or without giving satisfactory reason for such absence, unless the employee was prevented from doing so by verified illness, verified accident or other reason acceptable to the Company.

f) If an employee is absent beyond the time limit of an authorized sick leave or other leave of absence granted by the Company, unless such absence is due to verified illness or verified accident or other cause acceptable to the Company.

24. SENIORITY

24.01 Definition: Seniority shall be the relative status of employees with respect to their accumulated service with the Company within the bargaining unit.

24.02 In all cases involving increase or decrease in the work force, plant-wide seniority shall govern subject to the ability to do the work.

24.03 New employees shall have no seniority rights until they have been continuously employed by the Company for two (2) months. If an employee is laid off for lack of work before completing two (2) months' continuous service and is recalled in less than twelve (12) months from the date of layoff, seniority rights will be established when the employee has worked a total of forty (40) days. In both cases, their seniority shall be effective two (2) months prior to the date on which they established seniority, but in no case shall the effective seniority date pre-date the beginning of their probationary period.

- 24.04 After having established seniority, each employee shall have seniority in the job classification in which the employee is then working. When thus established, such seniority shall equal the employee's total accumulated service with the Company within the bargaining unit. Seniority of an employee shall be cancelled for the reasons outlined under Article 23.
- 24.05 After having established seniority an employee who is transferred to a different job classification except as in 24.08 and 24.19 shall continue to accumulate seniority in the job classification from which the employee was transferred and ~~wherein the employee had established seniority.~~ until the employee has established twenty (20) working days seniority in the employee's new classification. After that interval, the employee shall have seniority in the job classification to which the employee has been transferred equal to the employee's total accumulated service with the Company within the bargaining unit. ~~However, if the employee had previously established seniority in the job to which the employee has been transferred, the employee shall immediately have seniority in that classification equal to the employee's total accumulated service with the Company within the bargaining unit.~~
- 24.06 If a reduction in work force is necessary, probationary employees in the plant shall be laid off first, provided that the remaining employees are ~~willing and able to do the work available.~~

24.07 If a further reduction is necessary, employees with the least seniority in the plant shall be laid off from their present jobs, provided that the remaining employees are willing and able to do the work available.

24.08 When an employee is displaced by layoff from the job classification where the employee has established seniority the employee shall be entitled to alternate employment if it is available under any of the following conditions:

a) If there is a job presently filled by an employee with lesser seniority wherein the displaced employee had previously established seniority.

b) If there is a vacant job elsewhere in the plant (which is unable to be filled by the provisions of Article 27) which the displaced employee is able to perform satisfactorily.

c) If there is a job in the same or lower rate range presently held by an employee with lesser seniority which the displaced employee is willing and able to perform satisfactorily.

Note: If an employee exercises the employee's seniority rights under a) or c) above, the employee shall displace the employee having the least seniority in the classification on work which the employee is willing and able to perform.

24.09 Any employee transferred under the provision of Subsections a), b) and c) of Section 24.08 shall carry all of the employee's seniority to any

this return to the bargaining unit, and the employee may then invoke the provisions of Subsections (a), (b) and (c) of Section 24.08 in order to obtain alternate employment within the bargaining unit. However when Subsection (c) of Section 24.08 is being invoked, the phrase contained therein, "the same or lower rate range" shall mean the same as or lower rate range than that ~~which had been established for the job classification~~ in which the employee had been classified immediately prior to the employee's transfer out of the bargaining unit. A person who is returning to a job classification within the bargaining unit under the provisions of this Section of the Agreement will be transferred to that job classification on the date following the request or layoff. The employee will begin work in that classification within two (2) weeks of the date of transfer or within a longer period by mutual agreement of the parties. During the delay, if any, between the date of transfer and the date of commencement on the job, the employee will be paid at the higher of the rates for the two jobs involved. The previously accumulated seniority of an employee who has transferred to a position outside the bargaining unit for a period in excess of twelve (12) months shall be cancelled.

24.12 Unless a termination falls within the jurisdiction of the Employment Standards Act of the Province of Ontario, it shall be subject to the terms and provisions of the Agreement.

24.13 Employees who are laid off shall be given three (3) working days' notice, in writing, of such lay-

off or three (3) days' pay in lieu of such notice. The Company shall give to the Union a list of those to be laid off at least two (2) working days before the notice is given to the employees affected. These provisions shall not apply if the layoff is temporary, i.e. of one week's duration or less, although a reasonable effort will be made by the Company to give one day's notice of temporary layoff. A list of employees temporarily laid off will be given to the Union within one working day of the layoff.

- 24.14 All employees transferred from one job classification to another, and/or laid off from the plant, shall be pooled for the purposes of recall on the principle that the oldest employee in terms of plant-wide seniority shall be the first recalled when a vacancy exists in any job classification in which the employee had previously established seniority. If there are no laid-off employees with seniority in such job classifications, other laid-off employees who can do the work shall first be considered for such jobs. No new employee will be hired until all laid-off employees in each job classification who desire recall have been recalled.
- 24.15 Employees shall be given preference according to seniority for vacancies in the same job classifications on any shift. However, this shall not preclude the Company from assigning employees to the day shift during the period of training on a new job.
- 24.16 For the purpose of this Agreement, seniority lists, plant-wide and classification, shall be revised once every six months. Such seniority lists shall be post-

ed on the bulletin board. Two (2) copies of such seniority lists shall be forwarded to the union President and a copy of the classification seniority list will be provided to each steward.

- 24.17 An employee who lost their seniority because of layoff for lack of work at any time after June, 1953, shall be given credit for the amount of seniority acquired prior to such layoff, after one (1) year of unbroken re-employment within the bargaining unit.
- 24.18 An employee who is transferred or promoted shall be considered as on trial for a period not to exceed twenty (20) working days.
- 24.19 Temporary vacancies shall be defined as vacancies caused by the absence of employees for (a) sickness, (b) injuries, (c) vacations, (d) approved leaves of absence, (e) absence of five (5) days or less, and (f) any subsequent vacancy or vacancies caused by filling of vacancies (a), (b), (c), (d), (e), and (f) listed herein. An employee transferred to fill a temporary vacancy shall continue to accumulate seniority in the employee's previous classification and shall return to the employee's previous classification upon cessation of the temporary transfer. However, if a subsequent reduction in the work load has either eliminated the job from which the employee was temporarily transferred or has caused a condition whereby the employee returning from the temporary transfer no longer has sufficient seniority to occupy a job in the same classification, the employee shall be permitted alternate employment if it is available under the conditions of Subsections (a), (b) and (c) of Section 24.08.

- 24.20 Temporary vacancies whose duration is to be ten (10) working days or less shall be filled, on the basis of seniority from applicants in the affected group capable of and willing to perform the work. Temporary vacancies whose duration is expected to be longer than ten (10) working days shall be filled in accordance with the provisions of Section 27.04.

25. PRODUCTION WORK

- 25.01 The Company agrees that it will not permit any person not within the bargaining unit to perform the work or operation normally done by an employee within the bargaining unit, except for the purpose of instruction, or in emergencies by mutual agreement.

26. BULLETIN BOARDS

- 26.01 The Company will provide a bulletin board for the use of the Union. The Union will obtain the approval of the Manager, Human Resources, for all material which is posted on this board.

27. JOB POSTING

- 27.01 Notice of vacancies in new job classifications which may be from time to time added to Schedule B, attached hereto, and in new group leader job classifications shall be posted by the Company on the Bulletin Board for three (3) consecutive days.
- 27.02 Any employee may apply in writing to the Human Resources office within such three (3) days, stating the employee's qualifications for the vacancy.

- 27.03 The parties recognize the desirability of providing opportunity to employees for advancement. Therefore, employees are urged to file their applications with the Human Resources office for those job classifications including group leader job classifications, which they can perform or can become capable of performing under the conditions of Section 27.05 hereunder.
- 27.04 Vacancies, except those created by the application of Sections 24.06, 24.07 and 24.08 or which must be filled by the application of 24.14, shall be filled from among applicants on the basis of their seniority subject to their capability to perform the work under the conditions of Section 27.05. An employee who refuses twice in a twelve (12) month period to fill a vacancy in the same classification must wait an additional period of thirty (30) working days before becoming eligible to again apply for that job classification.
- 27.05 Employees who are transferred to fill vacancies as in 27.04 shall be considered as on training for a period commensurate with the requirements of the job, which period however shall not exceed twenty (20) working days.
- 27.06 The Union will be furnished with a copy of each job application for all jobs within five (5) working days from date of application or posting.
- 27.07 The Company will, during the first week of each bi-monthly period, post a notice reminding all employees of the desirability of making job applications, and listing the job classifications for which there are no applicants.

27.08 Unsuccessful job applicants who have more seniority than the successful job applicant will be advised verbally of the Company's reasons for rejecting their applications. The Union will be advised in writing of the Company's reason for rejecting any applicant who has more seniority than the successful applicant.

28. INSURANCE

- 28.01 The Company will continue to maintain, and pay the cost of, the Employee's Insurance Plan in effect on the date of this Agreement.
- 28.02 The Company agrees to pay on behalf of each employee the premium necessary under the Ontario Health Insurance Plan.
- 28.03 In the event that the Government of Canada or the Government of the Province of Ontario should enact legislations which affects the benefits of the Employees' Insurance plan, the parties hereto shall meet to negotiate any changes required to maintain the benefits in the Employees' Insurance Plan in effect on the date of the signing of this Agreement. Such meeting shall take place not later than thirty (30) days subsequent to the enactment of the legislation.
- 28.04 An employee, who has been continuously disabled and absent from work due to an illness or a non-occupational accident, will receive disability benefits in accordance with the schedule of benefits in the Employees' Insurance Plan for the first week of disability, on the following basis:

(a) An employee with less than five (5) years' continuous service who has been disabled for three (3) continuous weeks or more will, with respect to each day of the fourth week of disability for which benefits are payable, also be paid for each corresponding day of the first week for which the employee has not received benefits.

(b) An employee with five (5) or more years' continuous service who has been disabled for two (2) continuous weeks or more will, with respect to each day of the third week of disability for which benefits are payable, also be paid for each corresponding day of the first week for which the employee has not received benefits.

28.05 Premium credits (including the employee's portion) when allowed by the Unemployment Insurance Commission will be retained by the Company to be used to offset the increased costs to the Company resulting from improvements in the benefits plan.

29. SAFETY AND HEALTH

29.01 The Company agrees to maintain reasonable provisions for the safety and health of its employees during the hours of their employment. Protective devices, special wearing apparel and other equipment which is necessary to protect the employee from injury shall be provided by the Company. Heating, ventilation and wash room facilities shall conform to all legal standards.

- 29.02 The Union agrees to assist the Company in maintaining proper observance of all safety and health rules.
- 29.03 Should the Company Physician or nurse, or, in their absence, the supervisor in charge recommend that an employee go home or stay off work for the remainder of the day on which an injury occurred, the employee shall be paid at the employee's hourly rate for the hours so lost on that day during the employee's regular shift

30. JURY SERVICE

- 30.01 An employee who is called for Jury Duty or subpoenaed as a witness by the Crown will be permitted such absence as is necessary as a result of these obligations, and the employee will be compensated by the Company for the difference between payment received for such services and the payment the employee would have received for the straight-time hours the employee was thereby required to lose from the employee's regular work schedule but not to exceed five (5) eight-hour days per week computed at the employee's hourly rate. Differential payment shall be made so long as the employee is required as a witness for the Crown or such Jury Duty continues, only upon presentation of documentary proof or call to and/or performance of Jury Duty or appearance as a witness for the Crown **and** the payment received therefor.
- 30.02 If an employee is required to be present for Jury Duty on a day scheduled to be observed as a holiday under Article 9, the employee shall be paid for

an additional day's absence at the employee's hourly rate for the normal number of hours in the employee's regular shift.

31. NOTICE TO UNION

31.01 The Company will provide the Union with written notices of all employees hired, re-hired, laid off, discharged, resigned, suspended, transferred, promoted and recalled, and also notices of rate changes and copies of Written Warnings. Such information and other correspondence to the Union will be delivered to the Local Union President, or other Officer designated by the Local Union President in writing.

32. WAGES

32.01 The Company and the Union agree that the starting rates and automatic wage increases for new employees are those set forth in the "Occupational Codes and Definitions — Hourly Wage Schedules", *Schedule B attached hereto*, and that the wage rates for employees covered hereby are those set forth in the aforementioned schedule, copies of which, signed by the Company, have been delivered to the Union concurrently with the execution of this Agreement.

32.02 When the Company establishes a new job classification or revises an existing job classification, the Labour Grade applicable thereto will be determined by negotiations between the Company and the Union. In such cases, the Company will supply

the Union with a Job Classification Name, Number and Description. If the Company and the Union fail to agree upon a Labour Grade, it will become subject to the Grievance Procedure.

- 32.03 When an employee is transferred to a higher-rated job classification the employee shall receive the employee's present hourly wage rate or the three (3) month rate for that classification, whichever is the higher, and shall progress to the job rate for the employee's new classification according to schedule of automatic increases. However, if an employee's rate falls between two progressional points, the employee's rate will be adjusted to the rate covered by the next progressional point on the range, (6 months, 9 months, 12 months).
- 32.04 When an employee is temporarily transferred to a classification in a higher Labour grade, and actually carries out the duties that would be normally carried out at that time by a regular incumbent in the job classification to which the employee has been temporarily transferred, the employee shall receive ten (10) cents per hour above the employee's present hourly wage rate or the starting rate for that classification, whichever is higher, immediately. However, in no event will the employee receive a rate above the maximum rate of the assigned job.
- 32.05 However, if said employee was downgraded from a higher rated job previously, the employee shall receive the employee's previous rate at the beginning of the following pay period when the employee is re-instated in the same job on a full-

- time basis and the employee shall receive the employee's previous rate immediately when the employee is **re-instated** in the same job on a temporary or part-time basis.
- 32.06 When an employee is transferred, due to lack of work, or as a result of demotion to a lower rated **classification**, the employee shall receive the maximum rate of the job classification to which the employee is transferred, or the employee's present hourly rate, whichever is lower.
- 32.07 When an employee is temporarily transferred to a lower rated job classification at the request of the Company and there is work available on the employee's regular occupation, the employee shall continue to receive the employee's present hourly rate.
- 32.08 When an employee is temporarily transferred, due to lack of work or for the convenience of the Company, to a classification in the same Labour grade, the employee will not be deprived of the wage progression to which the employee would have been entitled had the transfer not been made.
- 32.09 When an employee is transferred due to lack of work, to a closely-related occupation in the same wage bracket, the employee shall not suffer a reduction in rate because of the transfer.
- 32.10 The minimum rate in a job classification is the initial rate payable to a probationer.
- 32.11 An employee will be paid the progressive rates set out in the schedules for each job classification at the stated intervals following hiring or

transfer into the job classification, unless there has been mutual agreement by the Company and the Union to delay the granting of such **progressive** rates.

32.12 COST OF LIVING ALLOWANCES

The following provisions are suspended during the term of this Collective Agreement.

(a) The Consumer Price index referred to in this article is *the Statistics Canada 1971=100 Base* for calculations of the cost of living allowance.

(b) The amount of the cost of living allowance will be an allowance equal to one cent (1 cent) per hour for each full 0.34 points by which the Consumer Price Index changes. (1971=100 Base).

(c) The cost of living allowance will be a separate allowance, calculated by multiplying the allowance by the number of regular scheduled hours worked and will be included in the calculation of vacation pay, paid holidays and other paid absences.

32.13 Effective on July 17, 1995, a general increase of twenty (20) cents per hour to all individual rates and rate ranges.

32.14 Effective on July 15, 1996, a general increase of twenty-five (25) cents per hour to all individual rates and rate ranges.

33. SEPARATION ALLOWANCE

- 33.01 The purpose of this Article is to set out an agreed upon plan for indemnifying employees if the Company should announce the decision to permanently close its manufacturing facility at Prescott, Ontario.
- 33.02 The separation allowance as it is referred to below is payable under the conditions outlined herein in the event the Company is unable to provide alternative employment for the employees of the above facility.

The schedule of allowance is as follows:

- a)** Where the employee has less than one full year of continuous service, no separation allowance will be paid.
- b)** Where the employee has one full year of continuous service, but less than five, one day's pay for each full year of continuous service.
- c)** Where the employee has five years of continuous service or more, one week's pay for each full year of continuous service, to a maximum of twenty-six weeks.
- d)** Where the employee has twenty-five years of service or more, five additional week's pay.
- 33.03 A "day's pay" will be calculated on the basis of eight hours multiplied by the employee's hourly rate in effect at the date of separation. A "week's pay" will be five times the employee's day's pay.
- 33.04 It is further understood and agreed that in accepting a separation allowance the employee relinquishes any and all rights and entitlements due the employee under the terms of the Collective

Agreement, but the employee will not relinquish any vested rights under the terms of the Company's Retirement Plan.

33.05 The payment of any separation allowance will be subject to the following conditions being met:

1) That only those employees who are on the Company's active payroll on the date of an announcement to permanently close the Prescott facility or who had been placed on layoff after the effective date of this plan, but not earlier than three (3) months before the announcement will qualify to receive separation allowance.

2) That a separation allowance will not be paid if the facility is sold and the employee is retained by the purchaser or refuses employment offered by the purchaser, provided the offer of employment is within a 40 kilometer radius of the existing Thomson Consumer Electronics Canada, Inc. facility in Prescott.

3) That a separation allowance will not be paid to any employee who resigns prior to the separation date fixed by the Company.

4) That the Company has determined that the employee is in fact being separated as a result of the permanent closure of the above facility.

5) That the employee signs a waiver relinquishing any and all rights and entitlements due the employee under the terms of the Collective Agreement.

33.06 Any employee who has accepted a separation allowance and subsequently applies for employment at any other Company facility will receive the same consideration normally accorded any other new applicant.



33.07 In all cases the Company will provide notice of separation not less than the notice of layoff provided for by the Collective Agreement.

34. RENEWAL AND TERMINATION

34.01 This Agreement which is to be effective as of July 15, 1995, shall remain in full force and effect from July 15, 1995 until July 14, 1997 inclusive.

34.02 It shall remain binding for a further period of one (1) year, unless either party gives to the other written notice of its intention to terminate the Agreement, or of any changes or amendments desired within the period of ninety (90) days before the termination date of the Agreement.

34.03 In the event of written notice having been given by either party, negotiations shall commence within fifteen (15) days of receipt of such notice with a view to arranging another Agreement, and the Agreement shall remain in effect in accordance with the provisions of the Labour Relations Act of the Province of Ontario.

SIGNED at the Town of Prescott, in the Province of Ontario, as of this day the 29th day of January, 1996.

**THOMSON CONSUMER
ELECTRONICS CANADA, INC.**

Jerome **Nasternak**

Richard **M. Leonard**

J. D. Elliott

Shelva Moore

**COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION OF CANADA (C.E.P.)
AND ITS LOCAL 523**

Denis Guenette

Duane A. **Helmer**

Larry **Cass**

Gary T. **Findlay**

SCHEDULE "A"

Method of Distributing and Recording Overtime

Whenever overtime is being scheduled, the supervisor concerned will provide to the appropriate zone steward a list of the employees scheduled to work overtime. Any disagreement with the selection of employees will be discussed. If the parties fail to reach agreement on the selection of employees, the steward will go on record that this disagreement may be the basis of a grievance if subsequent overtime opportunities ~~do not balance out the overtime in accordance with the Agreement.~~ At the end of each month, the Company will supply the Union with a list of the overtime credited to each employee in each group. The overtime will be computed according to the procedure set forth in this schedule. The recording of overtime will be on a yearly basis.

Overtime will be recorded for an employee on the following basis:

1. All actual overtime worked in the group will be credited to the employee.
2. All overtime within the group that is offered to the employee before noon of the day the overtime is to be worked and refused by the employee ~~will be credited to the employee in the same manner as if the employee had actually worked the overtime.~~
3. When the employee enters a job classification within a group, either through hiring or through transfer from another group, the **employee will** be credited on that date with the average num-

ber of hours worked by the employees on that job classification within that group.

4. When an **employee** is transferred to a job **classification** within a group in which the employee had previously been credited with overtime, the **employee** shall be credited either with the average number of hours that have been worked by the employees in that job classification within the group, or the number of hours that were previously credited to the employee, whichever is greater.
5. When an employee is absent either due to sickness, leave of absence, pregnancy leave, layoff or vacation, the average number of hours that have been worked by the employees in that job classification within that group during the employee's absence will be added to the number of overtime hours that had been credited to the employee prior to the employee's absence.
6. Overtime worked in another group will be credited to the employee in the employee's own job classification within the employee's own job.
7. Overtime offered to an employee after noon and refused **will not be** credited to the employee.

“Groups” referred to in this Contract

1. Final Assembly Lines 1, 2, 3, & 4 & Paint Shop.
2. Final Assembly Lines 5, 6 & 7, Sub Assembly, Quality Control & P.M.I.
3. Packing (Same Group as Line working on).
4. Final Test & Troubleshooting.
5. Shipping, Receiving & Material Control.
6. Maintenance

SCHEDULE "B"

Hourly Wage Schedules - Prescott Plant - July 17, 1995

Lr.Gr. Job.No.	Class	H	3	6	9	12
1		11.18	11.21	11.25	11.29	11.33
2	511 Line Assembler	11.18	11.26	11.29	11.33	11.38
3						
4						
5						
6	512 Sub Assembler	11.33	11.39	11.44	11.49	11.55
	510 Key Operator					
	985 Shipper					
1	540 Final Assembler	11.42	11.48	11.53	11.58	11.64
	752 Mechanical Inspector- Production					
	891 Cleaner					
8	773 Spare and Repairman	11.56	11.60	11.65	11.69	11.73
	827 Truck Driver Labourer					
	870 Trades Helper					
	890 Scrap Handler					
9	579 Wire Cutting Machine Operator	11.64	11.68	11.72	11.76	11.82
	755 Inspector, Final Assembly					
	810 Material Controller					
10	811 Receiver Checker Operator	11.74	11.79	11.85	11.90	11.95
	925 Material Control Expeditor					
11	770 Aligner A	11.93	11.98	12.03	12.08	12.14
	829 Shipper Controller					

Lr.Gr.	Job.	No.	Class	H	3	6	9	12
12	520	Cabinet	Repairman	13.03	13.08	13.13	13.18	13.24
13	765	P.M.I.	Inspector	13.73	13.79	13.86	13.92	13.98
	794	Quality Control	Troubleshooter					
	869	Maintenance	Mechanic					
14	857	Electrician		15.58	15.64	15.68	15.77	15.83
	868	Machinist						
		Group	Leader	.25				

(Above the rate of employees supervised or their own rate or the maximum rate for Labour Grade 4, whichever is higher).

Hourly Wage Schedules - Prescott Plant - July 15, 1996

Lr.Gr.	Job NO.	Class	H	3	6	9	12
1			11.43	11.46	11.50	11.54	11.58
2	511	Line Assembler	11.43	11.51	11.54	11.58	11.63
3							
4							
5							
6	512	Sub Assembler	11.58	11.64	11.69	11.74	11.80
	510	Key Operator					
	985	Shipper					
7	540	Final Assembler	11.67	11.73	11.78	11.83	11.89
	752	Mechanical Inspector- Production					
	891	Cleaner					
8	773	Spare and Repairman	11.81	11.85	11.90	11.94	11.98
	827	Truck Driver Labourer					
	870	TradesHelper					
	890	Scrap Handler					
9	579	Wire Cutting Machine Operator	11.89	11.93	11.97	12.01	12.07
	755	InspectorFinal Assembly					
	810	Material Controller					
10	811	Receiver Checker Operator	11.99	12.04	12.10	12.15	12.20
	925	MaterialControl Expeditor					
11	770	Aligner A	12.18	12.23	12.28	12.33	12.39
	829	ShipperController					

Lr.Gr.	Job. No.	Class	H	3	6	9	12
12	520	Cabinet Repairman	13.28	13.30	13.38	13.43	13.49
13	765	P.M.I. Inspector	13.98	14.04	14.11	14.17	14.23
	794	Quality Control Troubleshooter					
	869	Maintenance Mechanic					
14	857	Electrician	16.08	16.14	16.18	16.27	16.33
	868	Machinist					
		Group Leader	.30				

(Above the rate of employees supervised or their own rate or the maximum rate for Labour Grade 4, whichever is higher).

SCHEDULE "C"
LOCAL 523 STEWARDS

Zone
No.

1. Final Assembly Lines 1, 2, 3, & 4, & Paint Shop
2. Final Assembly, Lines 5, 6 & 7, Sub Assembly, Quality Control & P.M.I.
3. Packing. (Same Group as Line working on).
4. Final Test & Troubleshooting.
5. Shipping, Receiving & Material Control.
6. Maintenance.

SCHEDULE "D"
BENEFITS

Following is a summary of benefits available to employees.

The summary is not all inclusive but is intended to provide you with a general outline of your benefits. For information on a specific situation, please see your Medical or Human Resources Department.

I **OHIP** (Ontario Health Insurance Plan)

II Group Insurance Benefits

Life Insurance

Dependent Life Insurance

Accident and Sickness Insurance

Hospital Insurance

Major Medical Expense Insurance

OHIP (ONTARIO HEALTH INSURANCE PLAN)

All new employees are requested to inform the Human Resources Department within two weeks of hiring if they wish to be registered with **OHIP** and supply their **OHIP** number and any other pertinent information.

This is a Company paid benefit. For employees with dependents, family coverage is provided. **OHIP** coverage is continuous for employees on pregnancy leave and may be continued for employees on approved leave of absence at the discretion of the Company.

GROW INSURANCE BENEFITS

1. Life Insurance

You will be insured for Life Insurance on the date you first report to work. The amount of insurance is determined by the employee's annual basic rate of earnings up to a maximum benefit of **\$35,000**. An increase in your base wage or salary will automatically increase the amount of your Insurance. The increased amount of Insurance becomes effective on the date of your base wage or salary changes, providing you are at work on that date. The amount of your Life Insurance is not reduced because of a decrease in wage or **salary** as long as you are continuously employed by the Company.

Beneficiary

At the time you were employed, you designated a beneficiary for your Life Insurance. You may change your beneficiary at any time, subject to the Laws of the Province, by filing a written request with the **Human** Resources Department.

Permanent and Total Disability

If prior to reaching age **65** or retirement age and while covered under the Life Insurance Program, you become permanently and totally disabled as defined in the certificate, the full amount of your Life Insurance will be paid to you in monthly **installments**. Please contact the Human Resources Department for details.

Life Insurance at Time of Retirement

If you have ten (10) or more years of continuous service when you retire at age 65, the Company will continue at no cost to you forty (40) percent of your Life Insurance in effect at the time of your retirement. If you have five (5) but less than ten (10) years of continuous service when you retire at age 65, the Company will continue twenty (20) percent of your Life Insurance.

Your Life Insurance may be continued for a maximum period of five (5) months during an approved absence for other than illness, and your Hospital - Major Medical Insurance for you and your dependents will be continued for a maximum period of thirty-one (31) days.

Dependent Life Insurance

Effective January 1, 1996 you are eligible to purchase Dependent Life Insurance in the amount of \$10,000 Spousal and \$5,000 for each dependent child. The monthly cost for the above coverage is \$2.65. Please contact the Human Resources Department for Plan details.

2. Accident and Sickness Insurance

You will be insured for Accident and Sickness benefits and you and your dependents will be insured on the date you report for work after the completion of two (2) months of continuous service with the Company. If you are not at work on that date, you will be insured on the first day thereafter that you report for work.

Fifteen (15) percent of Weekly benefits will be withheld at source for income tax purposes.

Insurance claims should be reported promptly to the Company Nurse. Claim forms, with instructions, will be supplied to you. If possible, discuss your plans for anticipated medical care and treatment in advance of such treatment with the Nurse. Payment of your bills can then be handled more promptly.

If you are not at work because of layoff, your Life, Hospital benefits covered under Group and Major Medical Insurance will be continued for thirty-one (31) days. If terminated, all insurance for both you and your dependents is cancelled as of your last day of work.

3. Additional Hospital Insurance

After two (2) months of continuous employment you and your dependents are entitled to:

- Room and board allowable - benefits are payable as charged by the hospital to cover the full semi-private hospital room costs in excess of **any** benefits under **OHIP**.
- In maternity cases, benefits are payable only if pregnancy commences after effective date of your employment.

4. Additional Medical Expense Covered

Reimbursement for prescribed drugs - after deductible \$10 per individual or \$10 per family per each calendar year has been satisfied the

full amount will be paid to the employee. Receipts to be submitted to your Human Resources Department.

- Hospital services as **defined** under the Group Insurance Plan
- Prescribed drugs and supplies
- Nursing care (when ordered by physician)
- Emergency Transportation.

5. Convalescent Home Coverage

Provide convalescent home coverage to a maximum of one hundred and eighty (180) days provided the individual has been **hospitalized** for at least three (3) days and that the individual is admitted to the convalescent home within fourteen (14) days of discharge from the hospital.

6. Long Term **Disability Insurance** Plan

Long Term Disability (**LTD Insurance**) provides protection against loss of income caused by disabilities of long duration. It is specifically designed to provide a disabled person with income after other forms of employee benefits that provide income for short periods of illness are exhausted.

This benefit is available on an employee paid basis and employee's are eligible to **enroll** in this Plan after completion of two (2) months of continuous service with the Company. **Enrollment** forms are available in the Human

Resources Office.

When employees enroll in the Plan, they authorize payroll deductions of the cost of the insurance. Benefit and payroll deductions for this insurance are automatically adjusted to reflect any change in the employee's basic earnings. The Human Resources Office can inform you of the current cost of the Plan.

Benefits are paid monthly and are payable to you in the event of continuous total disability while insured, provided you have satisfied the qualifying disability period prior to age 65. Payments commence at the end of a qualifying disability period of six (6) consecutive months. While the terms of the policy govern the details of the Plan in all cases, the amount of monthly benefit payable to you approximates seventy (70) percent of your basic monthly earnings up to a maximum of \$5,000. For further information regarding this Plan, please contact the Human Resources Office.

SCHEDULE "E"
DENTAL PLAN

Eligibility: One (1) Year of Continuous Service with the Company

Contributions: 100 percent Company Paid

Maximum Expense: \$1,000.00 per person per calendar year.

1994 ODA Schedule of Fees in effect through July 14, 1996, The 1995 ODA Schedule of Fees is in effect on July 15, 1996.

Coverage: Includes dependents

Covered Dental Expenses

The plan covers the following services and supplies, for which a charge is made by a dentist or physician, that are necessary in connection with the dental care and treatment of any disease, defect or accidental bodily injury. The maximum amount payable is determined by the appropriate Ontario Dental Association Schedule of fees as described above.

100 percent Coverage

Diagnostic Services

- 1) x-rays
- 2) Specific diagnostic procedures
- 3) Oral examination
- 4) Consultation by a Specialist
- 5) Emergency visits

Preventive Services

- 1) Cleaning of teeth (Prophylaxis) provided at least six (6) months have passed since the last such cleaning for which benefits were payable.
- 2) Fluoride treatment once each calendar year for children.
- 3) Space maintainors.
- 4) Occlusal equilibration in conjunction with periodontal therapy.

Extractions and Oral Surgery

All extractions, oral surgery, fractures and dislocations not covered by the Provincial Medical Care Plan. (Covered charges for these services include routine post-operative care.)

Restorative Services

Fillings and stainless steel crowns necessary to restore the structure of teeth that have been broken down by decay or traumatic injury.

Anesthetic

- 1) A charge for local anesthetic is considered to be included within the charge for the treatment for which the local anesthetic is given.
- 2) A separate charge for general anesthetic is covered in conjunction with oral surgery, periodontics, fractures or dislocations.

Drugs

Injectable antibiotics administered by a dentist.

80 Percent Co-insurance

Periodontic Services

Treatment of disease of the gums and other supporting structures of **teeth**.

Endodontic Services

Treatment of dental pulp disease and therapy within existing **teeth** (eg, root canals).

50 Percent Co-Insurance

Maintenance and Repair of Existing Prosthetic Appliances

- 1) **The repair of damaged full or partial dentures and fixed bridgework.**
- 2) The **rebasing** or relining of dentures.
- 3) The addition of teeth to existing partial dentures.

Major **Prosthodontic** Services (Removable Appliances)

Construction, replacement and repair of **artificial** teeth and similar devices, required due to loss of one or more natural **teeth**, provided the **teeth** are lost while coverage is in force, or replacing a prior appliance which is more than five (**5**) years old and cannot be made serviceable.

Exclusions and Limitations

The Plan does not cover:

Treatment started **while** the individual is not covered.

Orthodontic treatment, including surgical orthodontics, other than for extractions and space **maintainers**.

Separate charges for the general **anesthesia**, except in connection with oral surgery, periodontics, fractures or dislocations.

Cosmetic treatment.

Charges for treatment other than by a physician, dentist or **denturist practicing** within the scope of their license, except for treatment performed under the supervision and direction of a dentist, physician, or by any person duly licensed or certified to perform such treatment under applicable professional statutes and regulations.

Crowns and restorations except those **listed** under Covered **Dental** Services.

Services and supplies to the extent that they are provided under a Provincial Medical Care Act or a Provincial Hospital Act.

Services and supplies not listed in the Schedule of Covered Dental Services and Supplies. This includes inlays, **onlays**, crowns, all dentures and bridgework, fixed and removable.

Other limitations contained in the health benefits program, such as Worker's Compensation, and services for **which** the individual is not **required** to make payment are also excluded.

Optional **Treatment**

Occasionally a patient may select a more expensive procedure rather than suitable alternate procedure. In such case, plan benefits will be paid on the basis of a less expensive procedure that is consistent with good dental care.

Coverage and other **Insurance** Programs

If the individual is eligible to receive dental benefits under another program, coordination of benefits will be applied between the two with respect to **dental** charges.

Benefits after Termination of Insurance

The plan provides benefits up to ninety (**90**) days following the termination of insurance for injury to natural teeth, while insured, if the individual is continuously totally disabled from the date of termination on account of injuries received in the accident.

SCHEDULE "F"
LETTERS OF AGREEMENT

1. Procedure for maintaining stewards in cases of Temporary Layoff.

It is agreed that the following procedure will be followed for maintaining stewards in cases of Temporary Layoff:

1. If the zone steward is able to do the work required, he shall be the last to be laid off in the case of a Temporary Layoff in the zone, and he shall be the first to be recalled from a Temporary Layoff in the zone.
2. If the zone steward is not able to do the work required, and there are more than six (6) employees left in the zone after a Temporary Layoff, the Company would find work for the zone steward in another section, or pay him.
3. If the zone steward is not able to do the work required, and there are no more than six (6) employees left in the zone after a Temporary Layoff, the zone steward may be temporarily laid off, the the Chief Steward would be responsible for representing the remaining employees.

2. Night Shift Work.

This letter will confirm the hours of work for night shifts:

2nd Shift 3:30 - 12:00 - Production Services
4:00 - 12:00 -Janitorial Staff

The Janitorial **Staff** when on the night shift shall receive a one-half (1/2) hour paid lunch period.

3. Travel Assistance Program.

It is agreed that effective July 15, 1995 Thomson Consumer Electronics Canada, Inc. will provide a Travel Assistance Program to employees on active payroll.

4. Policy Letter re Safety shoes

1. The Company will pay 70% up to a maximum of \$40.00 for any employee for one pair of safety shoes per annum.
2. The Company will pay 100% of cost for safety shoes up to \$70.00 for Materials and Scrap Handling per annum.
3. The Company will pay 100% of the cost for safety shoes up to \$98.00 for Trades and Trades Helpers in Plant Engineering per annum.
4. If a second pair is required for these groups, the Company will pay 70% up to a maximum of \$40.00 per employee, once every two years.