

C O L L E C T I V E A G R E E M E N T

between

CANADIAN MARCONI COMPANY

and

THE NATIONAL AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT WORKERS
UNION OF CANADA (CAW CANADA)

expiring November 29, 1993

LOCAL 2806

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COLLECTIVE AGREEMENT

Made at Montreal, Province of Quebec, between Canadian Marconi Company, a body politic and corporate, duly incorporated according to law, and having its executive office and principal place of business in the City and District of Montreal, in the Province of Quebec, hereinafter called "the Company" and the National Automobile, Aerospace and Agricultural Implement Workers Union of Canada (CAW Canada) as the sole bargaining agent and its Local Union 2806 hereinafter referred to as "the Union" with respect to wages and working conditions of hourly-paid employees of Canadian Marconi Company, with the exception of those excluded by the Labour Code, who are employed at the Company's industrial establishment, 2442 Trenton Avenue, Montreal, Quebec.

Whereas the Company is operating an industrial establishment and/or associated services located at the address mentioned above, her& after referred to as "the establishment".

Whereas the Company and the Union wish to cooperate in order to increase and improve production, to promote and maintain a harmonious relationship and to provide a method of settling in a prompt and equitable manner the grievances which may arise from the application of the present collective agreement. .

Now, therefore, in consideration of the mutual covenants and agreements contained herein, the parties hereto have agreed as follows:

ARTICLE 1

DEFINITIONS

- 1.01 Division: a group of departments.
- 1.02 Department: an administrative unit identified under one or several cost centers within a division.
- 1.03 Employee: the terms "employee" and "employees" as used in this Agreement, except where the context clearly indicates otherwise, shall mean an employee or employees covered by this Agreement, but shall not include temporary employees.
- 1.04 Temporary employee: a student employed for the Summer or a person engaged for a specified period of time in accordance with clause 11.28.
- 1.05 Redundant employee: surplus employee in a given job in accordance with clause 11.13.

ARTICLE 1 - DEFINITIONS (cont'd)

- 1.06 Transfer: transfer of a" employee from one job to another.
- 1.07 Probationary period: the period during which a newly-hired person is assessed, the duration of which is determined in Clause 10.01.
- 1.08 Trial period: the period of three (3) months during which the Company assesses the ability of a permanent employee to perform on a different job.
- 1.09 Job: tasks which form part of a same job description.
- 1.10 Permanent job: job filled on a continuous basis for a period exceeding three (3) months, except as provided for in clause 11.28.
- 1.11 Job vacancy: a permanent job to be filled by the addition of an employee to a department.
- 1.12 Promotion: to accede to a permanent job of a higher grade on a permanent basis.
- 1.13 Representative of the Union Committee: a member of the Union Committee, of which the number will not exceed five (5).
- 1.14 Demotion: to accede to a job of a lower grade.
- 1.15 I" all cases, the words "he", "him" or "his" in this Agreement are used to designate both male and female employees.

ARTICLE 2

MANAGEMENT RIGHTS

- 2.01 The Union acknowledges that the management, control and operations of the Company's business and the direction, promotion and discipline of the working forces are vested exclusively in the Management. The Company agrees that these rights shall not be exercised in such a manner as to come into conflict with the provisions of this Agreement. It is understood that any and all rights, powers or authority the Company had prior to the signing of this Agreement are retained by the Company, except those abridged or modified by this Agreement.
- 2.02 The Union recognizes that the Company has certain obligations pertaining to Security in its contracts with the Government

ARTICLE 2 - MANAGEMENT RIGHTS (cont'd)

and agrees that nothing contained in this Agreement is intended to place the Company in violation of its Security Agreement with the Government.

Therefore, in the event that the Department of Supply and Services, or any other Government agency concerned with Security regulations, advises the Company that an employee is restricted from work on or access to classified information or material, the Union will not contest any action the Company may reasonably take to comply with its Security obligations to the Government.

- 2.03 The Company may utilize the services of individuals, contractors or companies to execute work on its premises for periods not exceeding forty (40) working days. This maximum does not apply if the work performed is related to a specific project of renovation, construction, installation and start-up. In all cases, the Company will advise the Union, in writing, of the duration of the work and of the number of workers involved. The Company will not retain the services of these workers after the estimated date of the end of the work unless an extension is mutually agreed to.
- 2.04 Foremen, assistant foremen, Company representatives or any other employee outside of this bargaining unit, whose work is excluded from this bargaining unit, shall not perform any jobs included in this bargaining unit, except for the purposes of training, in case of emergency, or for experimental work. Such work will not cause the displacement, nor the reduction in wage rate, nor the lay-off of an employee included in this bargaining unit.
- 2.05 For purposes of clarification of this clause, the following definitions will apply:
1. Work for training purposes: work performed in order to acquire or help others acquire further knowledge and skills.
 2. Emergency work: work resulting from a situation which cannot be postponed. This will be allowed only until such time as a replacement on the job can be obtained either by the regular employee or a qualified employee of the bargaining unit should the regular employee not be available.
 3. Experimental work: any type of work whose sole aim is to determine, test, develop new machinery, methods or new products.

ARTICLE 3
UNION RECOGNITION

- 3.01 The Company agrees to the posting, by the Union, on designated notice boards, of announcements and notices provided that their posting is authorized by Management.
- 3.02 Prior to posting notices affecting hourly-paid employees, the Company will forward a copy of such notices to the Union.
- 3.03 A complete list of all employees shall be submitted to the Union every week. This list will be in order of seniority within each grade and will indicate for each employee the name and initials, sex, seniority date, job classification and title, the cost center and the shift.
- A list of addresses of employees will be given to the Union twice a year. The Company will also provide to the Union the addresses of new employees after they are hired.
- 3.04 The Company will provide, at no charge, to the Union, space for a private office at 2442 Trenton Avenue, Montreal. Company rules and regulations must be observed in such space.
- 3.05.1 Employees covered by the bargaining unit upon signature of the present Agreement must, as a condition of continued employment, become and remain members in good standing of the Union for the duration of the present Agreement.
- 3.05.2 New employees must, after they have completed their probationary period and as a condition of continued employment, become and remain members in good standing of the Union for the duration of the present Agreement.
- 3.05.3 Should the Union deny an employee membership or suspend or expulse him from the Union, the employee shall not lose his right to work for the Company provided he continues paying Union dues, subject to Article 63 of the Labour Code.
- 3.05.4 The Union will indemnify and save the Company harmless against any claim, suit, demand or liability arising out of any action or measure taken by the Company in order to apply the provisions of clauses 3.05.1 to 3.05.3 or arising out of any notice given to the Company by virtue of such provisions.

ARTICLE 3 - UNION RECOGNITION (cont'd)

- 3.06 The Company must deduct from the earnings of employees and from the earnings of temporary employees an amount equal to the regular &es or special dues determined by the Union. Such deductions shall be made from the first complete pay period. The sums so deducted will be paid monthly to the Union's designated representative. A list of the total gross earnings from which deductions were made must accompany the monthly remittance of dues. However, the dues deduction structure must be adaptable to the Company's payroll system.

The Company shall institute changes in dues deductions upon receipt of an official notice from the Union. The Union shall allow a reasonable lapse of time for its implementation.

Furthermore, the Company will indicate the current and year to date totals of Union dues deducted on each pay cheque of every employee and will indicate on individual T4 and TP4 forms, or any other equivalent form, the total amount of Union dues deducted in the current fiscal year.

- 3.07 In the event that a situation which affects employees, and which is not covered by the Agreement, arises, the Company agrees to discuss the matter with the Union before taking action.
- 3.08 The Company and the Union agree that there shall be no discrimination against an employee because of membership in the Union, participation or lack of participation in authorized Union activities, because he avails himself of the grievance procedure or because of race, colour, sex, pregnancy, sexual orientation, civil status, age, religion, political convictions, language, ethnic or national origin, social condition, a handicap or the use of any means to palliate a handicap, except as provided by law.
- 3.09 Employees working on the evening shift who wish to attend a general meeting of the Union, may, after having made arrangements with their supervisor, be absent from work at their expense for the duration of such meeting. If possible, the hours lost may be made up before or after their hours of work.

Before the month of December of each year, the Union Committee will provide the Company with a list of dates for Union meetings of the coming year and the Union will ensure that those meetings will be held during the first two (2) weeks of the fiscal month.

ARTICLE 3 - UNION RECOGNITION (cont'd)

- 3.10 No employee shall be penalized for following the last instructions received from a person he believed to be in a position to give them to him.
- 3.11 The Company recognizes that employees enjoyed and still enjoy some benefits and privileges not mentioned in this Agreement. The Company agrees that it shall not modify nor change these practices in such a manner as to discriminate against employees in this Bargaining Unit.

ARTICLE 4

UNION REPRESENTATION

- 4.01 Members of the Union Committee may, after having so advised their supervisor, investigate grievances which may arise and perform other duties which may arise from the administration of this collective agreement without loss of pay during their normal hours of work.

Union Committee President: up to eight (8) hours per day, on days where he is present in the establishment.
Other members of the Union Committee: up to four (4) hours per day each, on days where they are present in the establishment.

The allocation of the above-mentioned time must be planned with each individual supervisor the Friday before the following week.

Members of the Union Committee must obtain permission of the supervisor of the department where they wish to investigate stating the reason for their visit: such permission shall not be unreasonably denied. If a member of the Union Committee is denied permission and he believes such denial is unreasonable, he may immediately advise the Labour Relations Manager or his/her representative of the difficulties encountered and request his/her intervention.

- 4.02 Upon request from the Union, the Company will grant to members of the Executive Committee of the local and to members of the Union Committee, a leave of absence without pay to participate in external Union activities. Such a request must be submitted as soon as possible but no later than one (1) week in advance.

ARTICLE 4 - UNION REPRESENTATION (cont'd)

Furthermore, upon request from the Union, the Company will grant to those employees designated by the Union, a leave of absence without pay, in order to participate in external Union activities. Such a request must be made one (1) month in advance.

Absences referred to above will not exceed five (5) working days at a time and will be granted for a maximum of sixty (60) person-days per year.

The Company will pay the basic salary of members of the Union Committee for time spent in negotiation or conciliation meetings with the Company during their normal hours of work.

The Company will also pay the basic salary of one (1) member of the Union Committee to attend arbitration hearings in connection with the present Agreement during his normal hours of work.

4.03 In the case of lay-off, and for the sole purpose of maintaining representation at time of lay-off, members of the Union executive, possessing a minimum of two (2) years' seniority, shall, during their term of office, head the seniority list, and will not be laid off or displaced until all other employees in their labor grade (or lower labor grades) have been laid off or displaced.

4.04 The Company shall recognize the outside representative of the Union and shall not deny him access to the establishment. If he visits the Union office, he shall be accompanied by a Union representative; if, however, he must circulate in the Company's establishment elsewhere than in the cafeteria, he must at all times be accompanied by a Union representative and by a Company representative.

4.05 The Company will grant a leave without pay of one (1) year non-renewable without accumulation of seniority to one (1) employee designated by the Union with authorization from the Company upon written request of at least one (1) month in advance. The employee in question must confirm his return to work at least one (1) month in advance.

Upon his return to work, he will be reinstated to his former position if he meets job requirements for the position and he has more seniority than the incumbent.

ARTICLE 4 - UNION REPRESENTATION (cont'd)

4.06 The Company agrees to pay into a special account, for the duration of the present Agreement, one cent (\$0.01) per hour per employee for all hours paid by the Company, in order to grant to Bargaining Unit members selected by the Union, paid educational leave to pursue courses aimed at developing their understanding of unionism and its process.

It is also agreed that leave of absence without pay for courses of up to forty (40) person-days of course, will be granted over a 12-month period starting with the first day of leave granted. Such leave will not exceed five (5) working days at a time and leave must be requested at least one (1) month in advance.

ARTICLE 5

GRIEVANCE AND ARBITRATION PROCEDURE

5.01 Grievance: Any employee, or group of employees accompanied by the, who feels that he has been unjustly Mated or that his rights have been encroached upon through a decision of the Employer in matters relating to working conditions referred to in this Collective Agreement, as well as resulting from the application, interpretation or alleged violation of provisions of this Agreement, may file a grievance and submit same for investigation and settlement in accordance with the established procedure in this Article. The same recourse is also granted to the Union itself.

5.02 It is desirable that before submitting a written grievance, an employee discuss the problem with his immediate superior, accompanied by a member of the Union Committee if he so wishes.

1. First step: the employee, alone or accompanied by a representative of the Union Committee or a member of the Union Committee alone, shall submit the grievance, in writing on the prescribed form, to the immediate supervisor of the employee within twenty (20) working days of the incident giving rise to the grievance.

The grievance submitted must indicate the nature of the grievance, the applicable clause(s) of the Agreement and the remedy sought.

If the supervisor does not render his decision within the following two (2) working days, or if the decision rendered is not satisfactory,

ARTICLE 5 - GRIEVANCE AND ARBITRATION PROCEDURE (cont'd)

2. Second step: a member of the Union Committee shall present this written grievance to the next level of supervision within the following three (3) working days.

If the latter does not render his decision within the following three (3) working days or if the Union is not satisfied with the decision rendered,

3. Third step a member of the Union Committee shall refer the grievance in writing to the Labour Relations Manager within the next five (5) working days. A meeting will take place between the latter or his/her designated representative and Union representatives within the next five (5) working days in order to discuss the grievance, expose each party's point of view and share as much information as possible in a last attempt toward a settlement.

If the Labour Relations Manager or his/her designated representative does not reply within the following five (5) working days or if the Union is not satisfied with the reply, the Union will then have ten (10) working days to refer the grievance to arbitration by written notice to the Labour Relations Manager.

- 5.03 The parties choose, for the duration of the present agreement, the following arbitrators:

Claude Foisy
André Rousseau
André Sylvestre

in order to hear the grievances referred to arbitration and this, in an alternate sequence.

- 5.04 The jurisdiction of the arbitrator shall be limited to determining whether grievances submitted are arbitrable and to settle same in accordance with the provisions of this Agreement. He shall not have authority in any way, to add to, subtract from, modify or to amend any of the terms of this Agreement.

The grievance submitted in writing, shall not limit the arbitrator to the articles invoked nor to the remedy sought.

When a grievance pertaining to a dismissal is submitted to an arbitrator and it is decided, after inquiry, that the penalty was exaggerated, he will then have the authority to impose a more equitable penalty.

ARTICLE 5 - GRIEVANCE AND ARBITRATION PROCEDURE (cont'd)

- 5.05 Each party will advise the other of its intention to raise a preliminary objection within a reasonable delay; such delay may not be less than one (1) working day before the date of the hearing.
- 5.06 A technical error in the written presentation of a grievance shall not automatically cancel this grievance. No grievance will be deemed invalid or dismissed by reason of any defect of form or irregularity of procedure.
- 5.07 The delays provided for in this Article may be extended only by a written agreement signed by authorized representatives of each party.
- 5.08 Any agreement concluded at one of the steps above must be signed by authorized representatives of each party and will be final and binding. Such agreement will not be used in future as a precedent or as acknowledging a practice or wage.
- 5.09 In the case of an alleged claim that an employee has been discharged or disciplined without just and sufficient cause, the Union may present the grievance directly to the third step within twenty (20) working days from the incident giving rise to the grievance.
- 5.10 The Company may submit a grievance in accordance with the procedure established in this Article mutatis mutandis.
- 5.11 The fees and expenses of an arbitrator are shared equally by the parties.

ARTICLE 6

DISCIPLINARY MEASURES

- 6.01 In cases of suspension or dismissal, an employee may request the presence of a Union representative during the disciplinary interview, if such a representative is available.
- 6.02 Human Resources shall inform the Union before advising an employee of a decision concerning a written warning, a suspension or a dismissal, unless circumstances justify an immediate disciplinary action or dismissal.

In the case of an immediate dismissal, the Company must allow the employee involved to have recourse to the Union's services before leaving the premises.

ARTICLE 6 - DISCIPLINARY MEASURES (cont'd)

In the case of dismissal, the Company will inform the employee in writing of the reasons for his dismissal and will there after give a copy of same to the Union; if the dismissal is immediate, this notice will be given on the following day. In the case of written warnings and suspension notices, the Company shall give a copy of such notices to the Union.

- 6.03 *written warning (other than the Performance Appraisal) and/or notice of suspension shall not be evoked against the employee concerned after a period of twelve (12) months. At that time, this warning or notice will not form an integral part of the employee's file.
- 6.04 Shortcomings mentioned in a Performance Appraisal form will not be evoked against an employee when the following two (2) Performance Appraisals reflect the required improvement.

The Performance Appraisal will be done every six (6) months.

If a Performance Appraisal becomes due before the previous one is completed, the first Performance Appraisal becomes null and void.
- 6.05 At the time it is discussed with the employee, the supervisor gives him a copy of his performance evaluation, if he so requests.
- 6.06 An employee may consult his personnel record in Human Resources once a year, by appointment.
- 6.07 If an employee signs a disciplinary notice, he does it only to recognize that he has been informed.

ARTICLE 7

HOURS OF WORK AND WORKING CONDITIONS

- 7.01 The regular schedule of hours of work shall be eight (8) hours per day and forty (40) hours per week. The Company may, because of business exigencies in certain operations, establish other working hours and/or work week but the matter will be fully discussed with the Union and Human Resources before implementation.
- 7.02 Work in excess of eight (8) hours in any one day will be paid for in accordance with Article 8.

ARTICLE 7 - HOURS OF WORK AND WORKING CONDITIONS (cont'd)

- 7.03 An employee who reports for work on his regular shift without having been previously notified not to report shall work during at least four (4) hours or, if no work is available he shall be paid a amount equal to that which he would have been paid had he worked the four (4) hours. Failure on the part of a" employee to keep Human Resources informed of his correct address and telephone number relieves the Company of any responsibility.
- 7.04 Nothing in this Article is to be construed as a guarantee of a full day or a full week's work or wages.
- 7.05 Employees will be granted a 10-minute rest period for every four (4) hours of work, to be given sometime within the 4-hour period.
- 7.06 An employee travelling on Company business outside of his regular working hours, will be credited with a maximum of up to eight (8) hours of travelling time for each 24-hour period, counted from the beginning of his shift. He will be given time off with pay at basic rate in lieu of these travelled hours.
- 7.07 The general policy to be used in the movement of employees to different shifts shall be as follows:

Recognizing the right of the Company to assign an employee on any shift to meet business exigencies, the Company shall, nevertheless, endeavour to retain on day shift the most senior qualified employees. This principle applies also to an employee who, following the lay-off procedures (claw 11.13), displaces on the evening or night shift while an employee with less seniority on this position is on the day shift and this, only at time of displacement.

Change in shifts, i.e. from day shift to any other shift, shall therefore be carried out whenever possible on the basis of seniority. Therefore, when required, the most junior employee able to perform the required work will normally work on a shift other than the day shift, but the compliance with this policy shall never result in the Company having to give additional training to perform the job.

Because of the necessity to retain and improve the standard of performance of its employees, the Company may make exceptions and charge an employee from one shift to another for the purpose of training, performance evaluation, etc. for a period which will not normally exceed one (1) month. Any extension of this period will be made with the Union's agreement.

ARTICLE 7 - HOURS OF WORK AND WORKING CONDITIONS (cont'd)

The above-mentioned principles apply for evening and night shifts.

ARTICLE 8

OVERTIME

- 8.01 Overtime work will be worked on a voluntary basis. Should the Company not have the necessary number of qualified employee(s) available to do the required overtime work, qualified employee(s) in the Department with the least seniority must perform the overtime work unless he (they) can prove the validity of his (their) reasons for declining.

The Company shall distribute overtime work equitably among qualified employees who normally perform this work.

Except in emergencies, employees shall be informed of the necessity to work overtime as follows:

- a) On regular working days: before the lunch period of the same day.
- b) On Saturdays, Sundays and holidays: one (1) regular working day in advance of the day(s) to be worked.

- 8.02 The hours worked in excess of daily normal hours will be paid at time and one-half (1 1/2). After an employee has worked four (4) hours at time and one-half (1 1/2), he shall be paid double time (2) for following hours worked until the end of the 24-hour period, counted from the beginning of his shift.
- 8.03 Time worked on Saturdays shall be paid for at the rate of time and one-half (1 1/2) the basic rate up to four (4) hours, and all time in excess thereof at the rate of double time (2) the basic rate and time worked on Sundays shall be paid for at double time (2) the basic rate. When Saturdays and Sundays are included in the normal work week, the designated days off shall be considered as Saturday and Sunday.
- 8.04 When overtime is worked in excess of two and one-half (2 1/2) hours per day, Monday to Friday inclusive, a thirty (30) minute deduction for supper period will be made from the total time elapsed after the normal quitting time.

ARTICLE 8 - OVERTIME (cont'd)

Unless production requirements do not permit it, as determined by the supervisor, an employee who does not wish to take this supper period will so advise his supervisor.

- 8.05 A meal period of one-half (1/2) hour must be taken for every six (6) hours of overtime worked.
- 8.06 An employee shall be entitled to eight (8) consecutive hours of free time within each 24-hour period from the start of his regular shift.
- Should he not get eight (8) consecutive hours, he shall be allowed the equivalent time off within the next 24-hour period without loss of regular pay.
- 8.07 Should an employee be requested to work overtime after the end of his shift, he shall be paid a minimum of one (1) hour calculated at the applicable rate for overtime work.

ARTICLE 9

CALL-IN PAY

- 9.01 Employees who are called in to work for a short period because of an emergency shall be paid for a minimum of four (4) hours at the employee's prevailing hourly rate, but in accordance with Article 8 and clause 19.03.

ARTICLE

SENIORITY

- 10.01 Seniority is the status of an employee with respect to length of service in the Company's employ. It shall be established after a probationary period of three (3) months' service from date of employment provided the employee is not absent for more than one (1) week during this period; in such a case, the probationary period will be extended accordingly.
- 10.02 Seniority shall be broken and cease to exist if:
- a) the employee voluntarily leaves the Company's employ;
 - b) the employee is discharged for a just and sufficient cause;

ARTICLE 10 - SENIORITY (cont'd)

- c) the employee is absent from work for three (3) working days or more without submitting an explanation acceptable to the Company or if, during this three-day period, he has not contacted his supervisor;
- d) the employee who is recalled to work after lay-off does not reply within three (3) working days after a telegram was sent to the address on record in Human Resources, unless acceptable reasons for failure to contact the sender of the telegram be furnished. If the employee accepts the job offered to him, he must report to work within five (5) working days following the date of his acceptance;
- e) the employee is absent beyond the time limit of an authorized sick leave or leave of absence unless an acceptable reason for such extended absence is furnished;
- f) the employee has less than two (2) years' seniority at the time he is laid off and he is not recalled within a period of time corresponding to his seniority at the time of lay-off;
- g) the employee has two (2) years' but less than ten (10) years' seniority at the time he is laid off and is not recalled within the next twenty-four (24) months;
- h) the employee has ten (10) years' seniority or more at the time he is laid off and is not recalled within the next thirty (30) months.

10.03 Seniority accumulates:

- a) in the case of an employee who has less than two (2) years' seniority at the time he is laid off, for a period of time corresponding to his seniority at the time of lay-off;
- b) in the case of an employee who has two (2) years' but less than ten (10) years' seniority at the time he is laid off, for a period of time not exceeding twenty-four (24) months;
- c) in the case of an employee absent due to illness or accident for a period of time not exceeding twenty-four (24) months;

ARTICLE 10 - SENIORITY (cont'd)

- d) in the case of an employee on maternity leave without pay, for a period of time not exceeding eighteen (18) weeks:
 - e) in the case of an employee who has ten (10) years' seniority or more at the time he is laid off, for a period of time not exceeding thirty (30) months.
- 10.04 Seniority does not accumulate during a leave of absence without pay of more than four (4) weeks.
- 10.05 If an employee has earned seniority in this Bargaining Unit and is subsequently transferred out of the Bargaining Unit, but elsewhere in the Company's employ and is laid off, he will retain all lay-off and recall rights mentioned in this Article in accordance with the total seniority he had when he left this Bargaining Unit. Once transferred back to this Unit, his full Company seniority shall count.
- 10.06 Maternity leaves are governed by the Labour Standards Act. Furthermore, this leave without pay may be extended for a period not exceeding six (6) months. The employee must inform the Company at least two (2) weeks before the end of her maternity leave of her intention to take advantage of such an extension and of the new date of her return to work.
- 10.07 A laid-off employee with recall rights, who withdraws his pension contributions, forfeits his seniority rights and the Union shall be advised.
- 10.08 The Company will post a list of employees by seniority upon signature of the present Agreement and once a year thereafter.
- 10.09 When two (2) employees or more have the same seniority dates, their names appear on the seniority list in order of permanent identity number, the lowest number having the most seniority, and so on.

ARTICLE 11

POSTING, PROMOTIONS, LAY-OFFS,
RECALLS AND RECLASSIFICATIONS

SECTION I - POSTING

- 11.01 Human Resources shall inform the Union when a job vacancy, as defined in the present Agreement, is to be filled in the

ARTICLE 11 - POSTING, PROMOTIONS, LAY-OFFS, ETC. (cont'd)

Bargaining Unit. Such vacancy shall be posted for three (3) working days indicating the number of jobs available (copy of the poster shall be sent to the Union) except:

- i) if the job is in grades 1 to 4 inclusive. However, the Company will take into consideration written requests from employees in grades 2 and 3 with a minimum of three (3) months' seniority; or
 - ii) if an employee is declared redundant and the job vacancy is at the same grade as his or at a lower grade, or if there is an employee with recall rights for this grade, or if an employee has been demoted during the last eighteen (18) months. In such a case, the job will be filled according to the preference outlined in clause 11.10.2.
- 11.02 The Company shall not fill more jobs than the number shown on the poster, otherwise it will have to post again. However, in a department where a job has been posted, the Company will not have to post the same job again within sixty (60) working days from the posting if the employee who had been chosen leaves, is transferred or reclassified or fails the trial period or if the Company had not filled the number of jobs shown on the poster. In these cases, the candidates that were acceptable but were not selected will be reconsidered.
- 11.03 An employee who wishes to apply for a posted job, must do so during the three (3) working day posting period.
- However, an employee who has not completed his probationary period or his trial period may not apply for a job vacancy.
- The selection method will be governed by clause 11.10.1.
- Employees who wish to apply for a job vacancy in the same grade or lower, shall be treated in the same manner as other applicants, if they can submit a reason acceptable to the Company for requesting such a transfer. This reason must be stated on the employee's request.
- 11.04 The Company shall supply the Union with the names of candidates to a posted job, and the name of the selected candidate.
- 11.05 The selection for a posted job must be made not later than twenty (20) working days after the expiration of the posting period. If no selection is made within this delay, this job vacancy is cancelled. Should Management decide to fill this job again, it will be filled in accordance with clause 11.02.

ARTICLE 11 - POSTING, PROMOTIONS, LAY-OFFS, ETC. (cont'd)

- 11.06 Applicants to a posted job shall receive an appropriate letter not later than five (5) working days after an applicant has been selected or the job cancelled.
- 11.07 Subject to clause 11.03, only those employees in this Bargaining Unit, applicants to a job, may file a grievance because they were not selected, and such grievance must be submitted within twenty (20) working days from the date of the letter notifying them that they have not been selected.
- 11.08 The fact that a job of a higher grade exists on evening or night shift shall not be invoked to favour an employee who would not have been selected if the job had been on the day shift. In such a case, if the employee promoted returns to the day shift within the next nine (9) months, and if the job at the higher grade is to be maintained, then a new selection will be made, and the experience acquired on such job during this period will not be recognized.
- 11.09 When no employee, applicant to a posted job, meets the requirements and specifications of that job, as stated in clause 11.10, these applicants will be so informed. Then, the Company may fill the vacancy by someone from outside the Bargaining Unit or may select an employee who, in its opinion, possesses qualifications, closest to those required to fill the job. The selected person shall be better qualified than the rejected candidates. However, if the Company selects an employee, applicant to the posted job, such employee must be the test qualified, among all applicants, to fill the job.

SECTION II - PROMOTIONS

- 11.10.1 For promotions, the Company will fill jobs with the best qualified persons both with respect to job requirements as well as relevant specific experience in accordance with the following provisions:
- The Company will make its selection based on the following factors:
- i) promotion to jobs in grade 7 or lower: requisite ability and overall acceptable record. When these factors are met, seniority shall govern;
 - ii) promotion to jobs in grade 8 or higher: performance, education required in the job specifications and experience relevant to the job. When these factors are relatively equal between two or more employees, seniority shall then govern.

ARTICLE 11 - POSTING, PROMOTIONS, LAY-OFFS, ETC. (cont'd)

11.10.2 However, priority for a given job will be given to the employee with the most seniority among:

- Employees declared redundant at this grade
- Employees demoted within the last eighteen (18) months
- Employees with recall rights

if he has already performed the job or, if he has not already performed the job he meets the above mentioned factors as required for this specific job provided he has an acceptable record. This preference is applicable only for a job of a grade equal to or lower than the original grade occupied by the employee at the time of his demotion or lay-off and ceases as soon as the employee returns to this original grade.

The Company shall consider cases brought to its attention by the Union, wherein employees who have exceeded the 18-month demotion period, have nevertheless unequivocally retained the necessary ability to perform the job, and an acceptable record.

An employee who does not benefit from wage retention and who was demoted during the last eighteen (18) months and who refuses a job at a lower grade than the one he occupied at the time of his demotion, will retain the above priority for those jobs of a grade higher than the one he refused.

If he refuses a job of the same grade as the one he occupied at the time of his demotion, he will retain the above priority only for the job he occupied at the time of his demotion. If he refuses the job he occupied at the time of his demotion, he loses any priority, while remaining on the job he occupies then.

11.11 Within twenty (20) working days following his assignment to a new job, an employee may ask to return to his old job, if it is still available, or if it is no longer available, to be treated according to the lay-off procedure outlined in clause 11.13. In this case, the displacement procedure will begin at the grade of the job he occupied before his assignment to the new job.

The same procedure applies for an employee promoted whose performance proves unsatisfactory during his trial period.

11.12 An employee in this Bargaining Unit may apply for a position outside of this Unit.

ARTICLE 11 - POSTING, PROMOTIONS, LAY-OFFS, ETC. (cont'd)

SECTION III - LAY-OFFS

- 11.13 When a reduction becomes necessary in the number of jobs in a department, the employee with the least seniority among employees occupying this job in this department will be declared redundant and will be treated in accordance with one of the following three ways:
- a) he shall be considered for job vacancies in a higher grade in accordance with clause 11.10.1 (posted jobs)
- or
- for job vacancies in the same or lower grade (not posted) if he possesses the requisite qualifications to fill the job;
- b) he shall be considered to displace another employee with less seniority and occupying a job in the same or lower grade, provided he possesses the requisite qualifications to fill the job, and his bumping rights will be subject to the following conditions:
 - (i) he must be able to perform the job satisfactorily within a fifteen (15) working day familiarization period; this is not a trial period nor training period and the choice of the job will not be left to the employee. However, the Company recognizes the need to extend the familiarization period for a long service employee provided he has most of the qualifications required to do the job for which he is considered.
 - c) He shall be laid off if clauses 11.13 a) and b) do not apply.
- 11.14 A redundant employee shall have the privilege of refusing to bump another employee or to fill a vacancy in the same or lower grade; in this case, he will be laid off.
- 11.15 A redundant employee who filled a vacancy or displaced another employee in the same or lower grade, but subsequently failed to meet the requirements of that job, will be treated in accordance with clause 11.13. If he fails again, he shall be laid off.

ARTICLE 11 - POSTING, PROMOTIONS, LAY-OFFS, ETC. (cont'd)

- 11.16 When an employee is laid off because he refused to exercise his bumping rights or because he refused to fill a job vacancy, he must inform the Company upon his departure, of the grade from which he wishes to be recalled. The Company will communicate this information to the Union.
- 11.17 A redundant employee who has been demoted and feels that he has displacement rights, must initiate Step 1 of the Grievance Procedure within twenty (20) working days following the date on which he was advised of his demotion.
- 11.18 Lay-offs of five (5) consecutive working days or less shall be temporary lay-offs and need not be governed by seniority. No employee shall be subjected to temporary lay-offs in excess of ten (10) working days per year, counted from the beginning of his first temporary lay-off.
- 11.19 Except in the case of grave fault or of a fortuitous event, employees dismissed or laid off for a period of at least six (6) months shall be given notice or pay in lieu thereof, in accordance with the following:

Seniority on Date of Termination

3 months but less than 1 year:	1 week
1 year but less than 5 years:	2 weeks
5 years but less than 10 years:	4 weeks
10 years and over:	6 weeks

The Union shall receive reasonable advance notice of possible lay-offs.

In cases of a collective dismissal, the Union will be informed on a confidential basis, at the same time as the Minister of Manpower and Inane Security in accordance with the provisions of the Manpower Vocational Training and Qualification Act.

SECTION IV - RECALLS

- 11.20 Laid off employees shall be recalled by order of seniority provided they can meet the job requirements. However, priority as referred to in clause 11.10.2. shall prevail.
- 11.21 If an employee is recalled for a job of a grade higher than or equal to the job he occupied at the time he was laid off, he shall either accept or resign.

ARTICLE 11 - POSTING, PROMOTIONS, LAY-OFFS, ETC. (cont'd)

However, an employee who has been demoted and subsequently laid off, shall have, within five (5) years following the date of his first demotion, the privilege to refuse to be recalled for a job at a grade lower than the one from which he was demoted (first demotion) and still retain his seniority rights. This privilege is also subject to the recall right limits provided for in clauses 10.02 f), g) and h).

- 11.22 If an employee is recalled for a job of a grade lower than the job he occupied at the time he was laid off, he may decline same and retain his seniority. The Company will not be obliged to recall him again at this grade or at a lower grade.

Subsequently, if the employee wishes to be recalled for a lower grade, he must specify in writing to the Company, copy of which will be given to the Union, the lower grade(s) for which he wishes to be reconsidered for recall.

- 11.23 If, during the trial period, an employee fails to meet the requirements of the job which he filled as a result of a recall, he will be laid off in accordance with the procedure in clause 11.13.

SECTION V - GENERAL

- 11.24 In applying clauses 11.13 and 11.20, the job 51-258-06 and the jobs in the cafeteria and maintenance (grades 04 and 05) will be excluded and employees will not be considered for these jobs unless they so request in writing to Human Resources and to the Union.
- 11.25 During the probationary period referred to in clause 10.01, the Company may, at its discretion, transfer to a job in the same or lower grade, lay off or discharge probationary employees; these shall not be subject to a grievance.
- 11.26 In the case of lay-offs, recalls, transfers, reclassifications, promotions and demotions, Human Resources will advise the Union in advance of the employee being made aware of such action.
- 11.27 The Company shall inform the Union, in advance, of any temporary transfers or loan of employees to other departments which will exceed five (5) working days. Temporary transfers, or the loan of employees from one department to another, shall be limited to one (1) month. In exceptional cases, an extension of this time may be arranged by mutual agreement between

ARTICLE 11 - POSTING, PROMOTIONS, LAY-OFFS, ETC. (cont'd)

the Company and the Union. When the period of one (1) month is exceeded, the employee must first request his supervisor to clarify his status. If he does not obtain satisfaction, he may then submit his case to Human Resources.

Experience gained by an employee who fills a job temporarily shall not count when the job is to be filled permanently by posting or by promotion.

- 11.28 Upon employment of a temporary employee, the Union will be advised of his function and his salary. Employment of a temporary employee will be for less than three (3) months within a 12-month period except in the case of a student and in the case of replacement of an employee (ex. maternity leave, accident, sickness) when the temporary period will extend for the whole period of replacement. If the employee is retained beyond this period, he shall be considered as having served his probationary period at the end of the three (3) months following his date of hire.
- If a student is retained on a permanent basis, time worked will be counted towards his probationary period. His probationary period may be extended in accordance with clause 10.01 if he is transferred to a new job.
- The Union shall be informed of the names of those hired on a part-time basis. This clause shall not be used to circumvent the employees' recall rights. Except in cases of emergency, an employee outside of this Bargaining Unit shall not be used to fill a temporary job if a member of this Bargaining Unit can fill the job.
- 11.29 In cases of promotion, displacement and demotion, the employee shall normally be granted twenty-four (24) hours to give his answer, if he requests it.
- 11.30 When a job description is modified and/or reevaluated, the employees affected shall be assigned the new position, by order of seniority, if they can meet the normal requirements.
- 11.31 The Company will keep and maintain up-to-date a recall list and will supply one (1) copy to the Union Committee every three (3) months. The recall list includes the name of employees on lay-off who have recall rights, their lay-off date as well as the position they occupied at time of lay-off.

ARTICLE 12

JOB EVALUATION

- 12.01 The classification of employees within the grades established for the different jobs will be done by the Company in accordance with the Job Evaluation Plan in force at the date of signature of the present Agreement.
- 12.02 A copy of the Job Evaluation Plan will be given to the Union upon signature of the present Agreement.
- 12.03 When a job is created or modified substantially, the Company will send to the Union the job description as well as the evaluation completed in accordance with the Job Evaluation Plan.
- 12.04 The Union may, within the next ten (10) working days, ask to meet a designated representative of Human Resources if it disagrees with the evaluation or needs clarifications, failing which the evaluation will be considered as accepted. Such a meeting will take place during the following five (5) working days. After this meeting, the Company will proceed with the evaluation as established.
- 12.05 However, if the Union still feels that the job evaluation is not in compliance to the Job Evaluation Plan, it may file a grievance in writing within the next twenty (20) working days in accordance with the grievance procedure beginning at the third step. The Union must indicate the factors of the evaluation which are contested as well as the reasons supporting its contention.
- 12.06 If an employee believes the tasks to which he is regularly assigned have been modified sufficiently to warrant a change in grade or if the whole of his tasks are no longer representative of his job, he shall discuss this with his immediate supervisor; he may be accompanied by a Union representative if he so desires. If the problem is not settled at this time, the Union may submit a formal request to the designated representative of Human Resources specifying the modifications brought to the primary tasks of the job justifying a reevaluation.
- 12.07 The designated representative of Human Resources will send to the Union, within the next forty-five (45) working days, the revised job description and the evaluation completed in accordance with the Job Evaluation Plan or will advise the Union that upon investigation, there is no need to grant its request.

ARTICLE 12 - JOB EVALUATION (cont'd)

- 12.08 The procedure provided for in clauses 12.04 and 12.05 above will then apply.
- 12.09 When a job is reevaluated further to a request under clause 12.06 above, any resulting wage increase will be retroactive to the pay period following receipt of the request. Any resulting wage reduction will be effective from the first pay period following the evaluation.
- In the case of a job modified substantially and reevaluated under clause 12.03 above, the resulting wage increase, if any, will be retroactive to the date the employee fully performed the reevaluated tasks. Any resulting wage reduction will be effective from the first pay period following the reevaluation.
- 12.10 No grievance may be lodged on jobs already evaluated at the date of signature of the present Agreement, unless modifications justifying a re-evaluation are made to these jobs.
- 12.11 The arbitrator has the power to:
- a) determine if the job description covers adequately the tasks performed by the employee concerned; if not, to order the Company to modify it.
 - b) apply the Job Evaluation Plan to the contested factors submitted to him.
- He has no power to modify the Job Evaluation Plan.
- 12.12 Job descriptions will be shown and explained to employees who so request. The supervisor will explain its contents to the employee so that the latter will understand it.

ARTICLE 13

HEALTH AND SAFETY

- 13.01 The Company, the Union and the employees agree they will abide by the applicable laws governing health and safety at work.
- 13.02 The Company shall take the necessary measures to protect the health and safety of employees at work.

ARTICLE 13 - HEALTH AND SAFETY (cont'd)

- 13.03 A committee composed of representatives of all bargaining units, of non-unionized employees and of the Company ensures the observance and application of legislation governing health and safety.
- 13.04 The functions of the health and safety committee are, among other things:
- a) to participate in the establishment of training and information programmes in matters of occupational health and safety;
 - b) to participate in the selection of individual protective devices and equipment;
 - c) to participate in the identification and assessment of the risks connected with the work performed by employees and the identification of contaminants and dangerous substances connected;
 - d) to receive copy of notices of accident and to inquire into incidents that have caused or could have caused a work accident or an occupational disease and to submit the appropriate recommendations to the Company;
 - e) to receive suggestions and complaints from employees, the unions and the Company relating to occupational health and safety, and to examine and answer these suggestions and complaints;
 - f) to receive and study the final reports of inspections made in the establishment outlining the recommended corrective measures to be taken.
- 13.05 The Company will keep minutes of all meetings of the health and safety committee and will provide copies of such minutes to members of this committee during the two (2) following weeks.
- 13.06 Union representatives sitting on the health and safety committee will be paid their regular salary when they participate in committee meetings and business during their regular hours of work.
- 13.07 An employee who suffers an injury at work, shall be paid for the number of hours lost on the day of the accident, at his regular hourly rate including any shift premium if applicable.

ARTICLE 13 - HEALTH AND SAFETY (cont'd)

An employee who suffers an injury while he is working overtime, shall be paid at his regular hourly rate for the hours that he will not be able to work due to this accident, up to the maximum number of hours of overtime he had been assigned to work.

The Company shall provide transportation on the day of the accident and shall pay for the time spent during regular working hours by the employee to receive medical treatments following the accident or an occupational illness.

The foregoing provisions are not intended to make the Company responsible for the time and transportation paid by the Commission de la santé et de la sécurité du travail.

- 13.08 The rights to return to work of an employee victim of an employment injury are those determined by the Act Respecting Industrial Accidents and Occupational Diseases.

Any disagreement related to the application of these rights must be submitted in accordance with the grievance procedure of the present Agreement.

For purposes of the present clause 13.08, jobs in the cafeteria and on night maintenance are excluded.

- 13.09 Employees are required to wear supplied uniforms, special clothing and protective equipment/devices and to refrain from smoking in areas so designated by the Company.

ARTICLE 14

AUTOMATION

- 14.01 The Company agrees to supply the Union, between January 1 and April 1 with an annual report stating any prospective change which may adversely affect an employee insofar as technological change is concerned as described below.

When the Company determines that the introduction of a prospective change (automation, new machinery or equipment, new technology, new process or system, etc.) will adversely affect an employee (redundancy or downgrading), the Company will immediately inform the Union and enter into discussion. The purpose of this discussion will be to minimize the predicted adverse effect on the employee by positive action (retraining, educational assistance, lateral transfer, assisted early retirement, etc.).

ARTICLE 14 - AUTOMATION (cont'd)

- 14.02 An employee affected by this Article shall be treated in accordance with Article 11 of this Agreement.

ARTICLE 15

EDUCATIONAL ASSISTANCE PROGRAM

- 15.01 Under its Educational Assistance Plan, the Company pays 100% of tuition fees for job-related technical upgrading and for French-English language courses. In order to be eligible to the benefits of this Plan, an employee must obtain approval from Human Resources before registering for a course. In the case of an employee wishing to take a course in an institution other than those approved by the Company, the employee will pay for the difference in cost, if any, as long as the quality of the selected institution is approved by the Company.

ARTICLE 16

WAGES

- 16.01 The rates of pay for each grade shall be in accordance with Appendices "A" and "B" attached hereto and forming part hereof. These rates will become effective on the dates and for the periods shown on these Appendices.
- 16.02 Employees will be paid according to the classification of their jobs within the wage scale shown in the Appendices and in accordance with Article 17.
- 16.03 Employees covered by this Bargaining Unit, on the date of the signature of this Collective Agreement, will receive from this date the rate, in the new salary scale shown in Appendix "A", corresponding to their position in the salary scale shown in Appendix "C" of the Collective Agreement which expired on August 30, 1990.

The above-mentioned employees will also receive a lump sum payment equal to 4.75% of their gross earnings from August 31, 1990 to the date of signature of the present Agreement (or their entry in this Unit if it is subsequent to August 30, 1990). Gross earnings do not include vacation pay received during this period.

ARTICLE 16 - WAGES (cont'd)

Effective November 30, 1992, employees covered by this Bargaining Unit will receive the rates of the new salary scale shown in Appendix "B" corresponding to their position in the salary scale shown in Appendix "A" expiring on November 29, 1992.

- 16.04 It is understood that employees time rates are above the maximum of the old scale will only receive the portion of the increase that will bring their rates to the maximum of the new scale.
- 16.05 Effective the date of signature, a premium of fifty-four cents (\$0.54) per hour for the evening shift, and sixty-one cents (\$0.61) per hour for the night shift in addition to the normal hourly rate will be paid to all employees working on these shifts on a permanent basis. Effective November 30, 1992, the premium for the evening shift will be increased to fifty-six cents (\$0.56) and the one for the night shift shall be increased to sixty-four cents (\$0.64). Rules governing the payment of this premium are as stated in clause 17.22.

ARTICLE 17

SALARY ADMINISTRATION PLAN

GENERAL RULES

- 17.01 The rates referred to herein are given in the Appendices attached to and forming part of the Labour Agreement in force at the time.
- 17.02 All adjustments in rates, including shift premiums, shall be effective at the start of the pay week following that in which the rate charge is made.
- 17.03 The Company and the Union agree that cases my, from time to time, arise in which exceptions to the following clauses will have to be made. Such cases will be the subject of discussion and mutual agreement between the Company and the Union.

Revision in the Salary Administration Plan shall not have retroactive effect on reclassifications made prior to the date of revision mentioned in the present clause of this Article.

ARTICLE 17 - SALARY ADMINISTRATION PLAN (cont'd)

- 17.04 Employees covered by this collective agreement will receive their pay cheque on Wednesday evening (for those on evening shift) and on Thursday morning (for all other employees) except where circumstances beyond the Company's control prevail. When pay day falls on a paid holiday, pay cheques will be distributed on the day preceding **that** holiday.

NEW EMPLOYEES

- 17.05 New employees shall normally be hired at the hiring rate and shall, after three (3) months' continuous service, receive the A rate, unless the parties agree to extend the probationary period.
- 17.06 However, the Company may engage an employee with the desired qualifications at a rate anywhere within the rate range established for a particular job. Employees hired at rate A or higher will progress as outlined in clause 17.07.

NORMAL PROGRESSION

- 17.07 Employees will receive increases at semi-annual intervals after receipt of the A rate, as outlined in the Appendices of the Agreement covering wage rates.
- 17.08 These increases can be delayed, providing the Supervisor has given a written warning to the employee outlining his failures, prior to the increase being due. A copy of the warning will be sent to the Union. Duration of the delay and the reasons invoked will be discussed with the Union.
- 17.09 To be awarded an increase under clauses 17.07 to 17.16 inclusive, an employee must have worked a minimum of sixty (60) working days, during any increase period, otherwise that period shall be extended by the amount of accumulated time lost.

TRANSFERS

- 17.10 Whenever an employee is transferred to this bargaining unit, he shall normally receive the A rate of the grade carried by this new job, or any other rate within the rate range based on his qualifications.

ARTICLE 17 - SALARY ADMINISTRATION PLAN (cont'd)

- 17.11 When a temporary transfer of an employee exceeds five (5) working days, or when it is evident that it will exceed five (5) working days, this employee shall then receive the greater of the following two rates (with effect from the date of transfer): 1) the job rate, or 2) his regular hourly rate.
- 17.12 When an employee is transferred to another job in the same grade, his position within the rate range will remain unchanged. Such transfers will, in no way, interfere with the normal progression of an employee.

PROMOTIONS

- 17.13 An employee promoted to a job classified one or two grades higher than his present job will be given the corresponding rate in the range established for the job to which he is transferred. Such promotions will in no way interfere with the normal progression of an employee.
- 17.14 An employee promoted to a job classified three grades higher than his present job will be given the rate immediately lower than the corresponding rate in the new grade. An employee promoted four grades will be given the rate two steps lower than the corresponding rate in the new grade, and so on. Such promotions will in no way interfere with the normal progression of the employee. In no case, however, will an employee receive less than the A rate of the grade to which he is promoted.
- 17.15 An employee who is re-promoted to a job in the same field in which he was functioning before and can meet the standards within a period of thirty (30) working days, will keep his relative position in the scale.

RECALLS

- 17.16 Employees recalled will be re-engaged at a rate in accordance with clause 17.13 if it is a promotion; clause 17.12 if re-hired in the same grade and clause 17.01 if re-hired in a lower grade. This rate will be adjusted in accordance with any change in the wage scale that may have been effected during their absence.

ARTICLE 17 - SALARY ADMINISTRATION PLAN (cont'd)

DEMOTIONS AND WAGE RETENTION

- 17.17 An employee who, because of work shortage or reevaluation of duties, is reclassified in a lower grade, will have his rate protected entirely. He will not receive any general increase, or part thereof, until the maximum rate of the job in which he is classified exceeds his protected rate.

In order to benefit from wage retention in the division in which he is employed, an employee must have two (2) years or more of seniority. An employee with ten (10) years or more of seniority will have his rate protected regardless of the division in which he is reclassified to a lower grade.

The Company retains the right to use the services of such an employee on any job for which he is being paid. The Company also retains the right to reclassify such an employee at any time in a job in line with this previous grade level anywhere in the Company or at a grade higher than his current grade. Such an employee will also retain his rights to displace elsewhere another employee in accordance with the terms of the Agreement, starting with the original grade from which he was demoted, should he face a further demotion in the division in which employed. In such a case, the employee's salary will be determined in accordance with clause 17.20 of this Article.

If the employee does not wish to be reclassified as provided for in the above paragraph, he loses his wage retention and priority rights while staying in the job he occupies then as long as work is still available in this job.

- 17.18 Employees demoted through work shortage and reinstated on the job which they occupied when demoted will be reinstated at the rate they were receiving when demoted, adjusted in accordance with any change in the wage schedule that may have been effected during that period.
- 17.19 The Company may, for its own convenience, transfer an employee to a job in a lower grade. In such a case, the employee will continue to receive the same salary as before, provided the job from which he was transferred continues to exist. Such transfers, however, will in no way interfere with the normal advancement of an employee, and the conditions of transfer to a lower grade will be reviewed monthly.
- 17.20 An employee demoted and not on wage retention will keep his relative position within the range of the grade carried by the job to which he is assigned.

ARTICLE 17 - SALARY ADMINISTRATION PLAN (cont'd)

- 17.21 When an employee is declared surplus, he still retains his rights of bumping another employee in another division of the Company. Such displacement shall be done without wage retention if the employee has less than ten (10) years' seniority.

SHIFT PREMIUM

- 17.22 The shift premium, when applicable, will be paid for each hour worked including overtime but at straight time and will not exceed fifty-four cents (\$0.54) per hour for the evening shift and sixty-one cents (\$0.61) for the night shift. Effective November 30, 1992, the premium pay shall be increased to fifty-six cents (\$0.56) for the evening shift and to sixty-four cents (\$0.64) for the night shift. This premium will also be granted on the basic hours paid for a holiday, as well as for days of paid absences, and at the same rate on the hours worked beyond eight (8) hours on a holiday.

ARTICLE 18

VACATIONS

- 18.01 General vacations will be granted during the months of July and/or August. The Company will post a notice, advising employees of the vacation period, not later than February 1 of the same year.
- 18.02 Employees entitled to a vacation which is shorter than the period during which general vacations are granted may be required to take the balance of the vacation period without pay.
- 18.03 Vacations shall not be cumulative and payment in lieu of lapsed vacation will not be made. Vacations must be taken prior to April 30 of the following Year.
- 18.04 The Reference Year: the period during which an employee progressively acquires the right to the entire annual vacation shall be from May 1 of one year through April 30 of the following year.
- 18.05 Vacation pay will be based on the employee's gross earnings for the 52-week period ending with the last complete pay week preceding the end of the reference year, as shown on the Company's payroll.

ARTICLE 18 - VACATIONS (cont'd)

18.06 Employees who have acquired:

SENIORITY AT APR. 30 OF EACH YEAR	DURATION OF VACATION IN WORKING DAYS	% OF GROSS EARNINGS SINCE MAY 1
1. Less than one year (probationary period included)	1 day per month not to exceed 10 days	4%
2. 1 year to 2 years inclusive	10 days	4%
3. 3 years to 9 years inclusive	15 days	6%
4. 10 years to 19 years inclusive	20 days	8%
5. 20 years to 29 years inclusive	25 days	10%
6. 30 years and over	30 days	12%

Two (2) weeks' vacation shall be taken during the general vacation period.

It is understood that certain employees will have to work during the general vacation period. These employees shall be so informed not later than May 15 and will be chosen in the same order as that appearing in the 2nd paragraph of clause 18.07 below. Those concerned will take their vacation before April 30 of the following year, at the time of their choice.

ARTICLE 18 - VACATIONS (cont'd)

providing they have informed their supervisor one (1) month in advance. However, any vacation taken after January 31 must be planned before December 31.

- 18.07 The Company reserves the right to declare a third week as a general vacation. When the majority of personnel in a Division are entitled to three (3) weeks or more, and such Division decides to close for three (3) weeks, employees concerned shall be informed not later than April 15. Such notice shall be posted by Human Resources after having discussed the matter with the Union.

If it has been decided to add a third week to the general vacation period, and the Division requires personnel to work that third week:

1. preference shall be granted, by decreasing order of seniority, to employees who are not entitled to three (3) weeks' vacation;
2. employees with the most seniority shall be chosen among volunteers;
3. if the number of volunteers is insufficient, selection shall be made among employees with the least seniority.

If a Division decides not to close for three (3) weeks, the foreman will have up to the 15th of May inclusive to request or grant that a third week be contiguous to the general vacation period.

The third, fourth, fifth and sixth weeks of vacation not taken in the period preceding or following the general vacation may be taken at a time most convenient to both parties, but prior to April 30 of the following year. However, the dates of these vacations must be planned before December 31.

- 18.08 In addition to vacation pay arising out of clause 18.06 above, employees who leave the Company shall be entitled to four (4), six (6), eight (8), ten (10) or twelve (12) percent, as the case may be, of the gross amount shown on the Company's payroll as having been earned after the last complete pay week in April preceding the date of separation.
- 18.09 Should an employee be absent owing to sickness or accident during the reference year (provided he worked) and should that absence result in the reduction of that employee's vacation

ARTICLE 18 - VACATIONS (cont'd)

indemnity, the employee is then entitled to an indemnity equal, as the case may be, to twice, three, four, five or six times his regular weekly salary. The employee whose annual vacation is less than two (2) weeks is entitled to an indemnity equal to twice his regular salary proportionate to the number of days of vacation he has accumulated.

In the case of a maternity leave, the vacation indemnity is determined in accordance with the Labour Standards Act proportionately to the number of weeks granted in clause 18.06 above.

- 18.10 An employee's scheduled vacation period will not be changed during the last thirty (30) calendar days before his departure, unless both parties agree to it, provided his vacation period was planned and approved at least two (2) months in advance, except in the case of a fortuitous event or exceptional emergency where a postponement of the vacation period is required. In such a case, if, at the time his vacation period is changed, the employee can substantiate to the satisfaction of the Company that this change will cause him an irrecoverable loss of money in relation with normal deposit expenses, the Company will reimburse to him the monies lost.
- 18.11 Should an employee's scheduled vacation period occur while he is on sick leave, the number of days' vacation to which he is entitled shall be rescheduled to be taken Mediatly after sickness and before returning to work, unless the employee and his supervisor agree on a different period.
- 18.12 Vacation pay must be given to the employee before leaving on vacation.

ARTICLE 19

HOLIDAYS

- 19.01 When not worked, the following holidays will be paid for at the employee's current rate for the normal basic hours which the employee is currently working: Good Friday, Victoria Day, St. Jean Baptiste Day, Canada Day, Labour Day, Thanksgiving Day.

Should any of the above-stated holidays fall on a Saturday or on a Sunday, the Monday immediately following the Saturday or the Sunday will be considered a holiday.

ARTICLE 19 - HOLIDAYS (cont'd)

With respect to Christmas - New Year's 1991-1992, the following will be paid holidays: from Tuesday noon, December 24, 1991 until Thursday, January 2, 1992 inclusive.

With respect to Christmas - New Year's 1992-1993, the following will be paid holidays: from Thursday noon, December 24, 1992 until Friday, January 1, 1993 inclusive.

With respect to Christmas - New Year's 1993-1994, the following will be paid holidays: from Friday noon, December 24, 1993 until Friday, December 31, 1993 inclusive.

Although the Company has granted additional days of paid holiday during the Christmas - New Year period, the parties hereto agree that the norm is twelve and a half (12 1/2) paid holidays per year.

In order to obtain a paid holiday as mentioned above, an employee must have worked on the day preceding and the day following the holiday.

An employee who is absent on these days without prior permission must substantiate his absence.

Employees who are on leave without pay or on sick leave without pay will not be paid for such holidays if they occur during such absences.

- 19.02 In view of the possible concentration of absences on days preceding and/or following paid holidays, and in order to e-e the normal operation of the Company, as mentioned in Article 21, it will be necessary for an employee to request in writing, at least five (5) working days in advance, permission to be absent on any of these days to be assured of getting paid for the holidays. The supervisor shall give him an answer not later than four (4) working days preceding the holiday.
- 19.03 Tim? worked a? any of the holidays stated in clause 19.01 of this Article shall be paid at double (2) time in addition to the holiday pay.
- 19.04 Should one of the above-stated holidays be observed during an employee's vacation period, an additional day's vacation with pay will be granted.
- 19.05 Regarding evening and night shift employees, the Union and the Company shall meet, every year, with a view to determining their timetable for the holiday season; the employees affected will be notified on November 30 at the latest.

ARTICLE 20

STRIKES AND LOCK-OUTS

- 20.01 The Union will not call nor sanction any strike, slowdown or concerted stoppage of work and the Company will not institute a lock-out during the term of this Agreement in accordance with the Labour Code.

ARTICLE 21

PAID ABSENCES PLAN, COMPASSIONATE LEAVE AND JURY DUTY

- 21.01 The Paid Absences Plan year is defined as the period extending from the first Saturday of December of one year to the Friday preceding the first Saturday of December of the following year.
- 21.02 At the beginning of each Plan year, all employees at work on that day, except probationary employees, will be credited in advance, with six (6) days of paid absences, based on the assumption that the employee will work during the full year contemplated by the Paid Absences Plan, failing which an adjustment will be made.

This credit accumulates at the rate of one-half day for each month during which the employee works for at least 50% of the working days. If it is necessary to adjust the number of days credited, a pro rata adjustment will be made for each month during which the employee does not meet this criterion.

Should an employee leave the employment of the Company during the Plan year, including lay-offs, a pro rata adjustment will then be made to the number of days which had been credited to him as outlined above; overpayments will then be recovered or the employee will be paid the days remaining in his bank at his straight basic hourly rate.

If an employee is absent during the year due to a leave of absence without pay for one month or more, a pro rata adjustment will be made to the number of days which had been credited to him as outlined above.

ARTICLE 21 - PAID ABSENCES PLAN, ETC. (cont'd)

Upon their retirement, at normal retirement age or early retirement, employees will be paid the number of days to their credit at that time at their basic hourly rate.

21.03 Employees who are absent from work on the date on which the paid absences are credited will be given, upon their return to work, a pro rata credit based on the criterion outlined in the second paragraph of clause 21.02 above for the period remaining in the Plan year.

21.04 An employee who is on probation at the date on which the paid absences are credited is given no credit at that time. Upon satisfactory completion of his probationary period, a pro rata credit is then determined from his hiring date to the end of the Plan year. Absences which may have occurred during his probationary period are then paid to him at his basic hourly rate from his paid absences credit.

21.05 These six (6) days of paid absences are available to be used for absences due to illness or personal reasons. However, this right of the employee must not interfere with the normal operation of the Company and the employee must plan in advance with his supervisor the use of these days of paid absences.

It is recognized that there may be cases of unexpected absences. In such a case, the employee must inform his supervisor as soon as possible.

Any failure to comply with these conditions or any abuse may result in disciplinary action.

21.06 Any absence is automatically debited against the paid absences credit, except in the case of a prior agreement between the Company and the Union for cases involving the majority of employees and is paid at the employee's basic hourly rate.

21.07 Absences (including late arrivals and early leaves) totalling less than four (4) hours in the same week will not be automatically debited against the paid absences credit; the employee may, however, request payment from his credit in which case payment is made on a four (4) hour basis. If these absences exceed four (4) hours in the same week, the paid absences credit will be debited by blocks of four (4) hours (i.e.

ARTICLE 21 - PAID ABSENCES PLAN, ETC. (cont'd)

absences of six (6) hours, eight (8) hours will be debited against the paid absences credit).

<u>Hours of absence</u>	<u>Hours deducted automatically from the six (6)-day bank</u>
from 0 to 3.9	None if employee requests: deduct four (4) hours
4 to 5	4
5.1 to 9	8
9.1 to 13	12
13.1 to 17	16
17.1 to 21	20
21.1 to 25	24
25.1 to 29	28
29.1 to 33	32
33.1 to 37	36
37.1 to 40	40

- 21.08 When an employee receives benefits under the weekly indemnity plan, his paid absences credit is used to complete his normal pay.
- 21.09 Any portion of the paid absences credit not used by the end of each Plan year, will be paid in cash at 200% of the employee's basic hourly rate and remitted with the pay cheque of the second week in December.
- 21.10 It is understood that only one waiting period need be served for the same illness, within a period of twelve (12) months from the commencement date of the first disability.
- 21.11 Weekly indemnity benefits are paid from the first day of an employee's hospitalization.
- 21.12 In cases of total disability and following the expiration of paid absences and weekly indemnity benefits, the employee will receive the benefits to which he is entitled under the Long Term Disability Insurance Plan.
- 21.13 The bank of days under the previous plan will be that which an employee had to his credit on May 31, 1974 less any claim which he will have made since that date.

(cont'd) 21 - PAID ABSENCES PLAN, ETC.

During the month of January of each year, the Union shall be supplied with a list showing the identity number, the name of the employee and the number of hours to his credit under the old plan.

- 21.14 An employee who had a bank of days under the previous sick leave plan will benefit from these days in the following ways:
1. The days remaining to his credit at time of normal or early retirement will be paid to him at his basic hourly rate.
 2. When he has used all the days from the new plan and is eligible for weekly indemnity insurance benefits, any days left from the previous sick leave plan will be combined with the insurance to provide full pay in the proportion of two-thirds from insurance and one-third from the previous sick leave plan.
 3. An employee who is absent due to illness for five (5) working days or more, may use the days he had to his credit under the old sick leave plan in order to fill the waiting period of seven (7) calendar days should he have less than five (5) days to his credit under the present plan. To do so, he shall have to submit a claim acceptable to the insurance company. Furthermore, when the paid absences credit (present plan) has been used, the Company shall take into consideration the payment, from days still credited under the Old Plan, for any absence due to illness, upon submission of a medical certificate acceptable to the Company.
 4. The sick leave days an employee has to his credit at the time of his death shall be paid to his spouse or children at his basic hourly rate.
- 21.15 Should an employee fall sick while on vacation and should this illness require hospitalization and the employee can prove that such illness does not derive nor result from vacation activities, his affected days of vacation will be reinstated. These days will be compensated from the Paid Absences Plan and/or from the combined benefits of the previous Sick Leave Plan/Group Insurance, providing the employee has such days to his credit. In no case will there be pyramiding of payment. In all other cases, the above benefits will begin upon expiration of the vacation period. If an employee falls sick during

ARTICLE 21 - PAID ABSENCES PLAN, ETC. (cont'd)

a leave of absence, these benefits will only be paid upon expiration of the leave of absence.

- 21.16 When an employee is required to be absent from work due to a death in his immediate family, i.e. spouse, child, he may request bereavement leave with pay for the required number of up to five (5) working days.

When an employee is required to be absent from work due to a death in his family, i.e. father, mother, legal guardian, brother, sister, mother-in-law or father-in-law, he shall be granted up to three (3) days bereavement leave with pay.

When an employee is required to be absent from work due to a death of a grandparent, grandchild, sister-in-law or brother-in-law, he shall be granted one (1) day's bereavement leave with pay.

When an employee is required to be absent from work due to a death of a son-in-law or a daughter-in-law, he shall be granted one (1) day bereavement leave without pay.

Furthermore, the Company shall grant to an employee, upon request, a leave of absence without pay of up to ten (10) working days in case of death of his spouse or his child.

- 21.17 Before payment for compassionate leave is made, the Company may require the employee to produce proof of the need for such leave.

- 21.18 An employee who is called for Jury Duty or is subpoenaed by the civil or criminal courts to testify as a witness and is not an interested party will be compensated by the Company for the difference between the payment received for such Jury Duty or for such time spent as a witness, and the pay he would have received for the straight time hours he was thereby required to lose from his regular work schedule but not to exceed five (5) eight (8) hour days per week, computed at his hourly rate. Differential payment shall be made so long as such Jury Duty or such witness obligation continues only upon presentation of documentary proof of such Jury Duty or such witness obligation and the payment received therefor.

- 21.19 In all cases of absences, an employee must inform his Supervisor of his absence as soon as possible.

ARTICLE 22

PLANT CLOSING

22.01 Should the plant be closed down, employees will receive, in addition to the benefits provided for at Article 11, a separation pay determined as follows:

5 years of service
but less than 10 years = 2 weeks

10 years of service
but less than 15 years = 4 weeks

15 years of service
but less than 20 years = 6 weeks

20 years of service
but less than 25 years = 8 weeks

25 years of service
but less than 30 years = 10 weeks

30 years of service and more = 12 weeks

ARTICLE 23

PENSION AND GROUP BENEFITS PROGRAM

23.01 During the term of this Agreement, the Company guarantees that the Pension benefits presently in force, as well as the Group Insurance benefits, will be applied.

23.02 Upon request and to be used solely as reference information for their annual general meeting, the Company shall supply the Union with a total report of group insurance benefits paid to the employees.

The Company will provide each employee with an annual pension statement.

23.03 The Company makes available to employees a pamphlet explaining the group benefits plan.

ARTICLE

DIVERS

- 24.01 Upon request, Human Resources will furnish an employee, who is leaving the employ of the Company, with a letter stating length of service and the capacity in which employed.
- 24.02 Leave of absence: a leave of absence will be granted to an employee if his request is submitted in writing, if he has valid reasons and the leave will not interfere with the normal operation of the Company.
- 24.03 The appendices referred to in the present Agreement are attached herewith and form an integral part hereof.
- 24.04 The Company shall supply a copy of the collective agreement to each employee and thirty (30) copies to the Union Committee.

ARTICLE 25

DURATION

- 25.01 This Collective Agreement shall be binding upon the parties hereto beginning on the date of signature and ending November 29, 1993 inclusive.
- 25.02 Working conditions set forth in this Agreement shall be binding upon the parties hereto until a new collective agreement is signed. However, it is understood between the two parties

ARTICLE 25 - DRIVERS (cont'd)

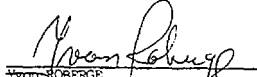
that during a work stoppage due to a strike or a lock-out, the labour agreement shall not apply.

IN WITNESS WHEREOF WE HAVE SIGNED, this 29th day of November 1991.

CANADIAN MARCONI COMPANY

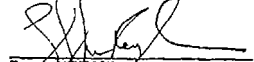
THE NATIONAL AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT WORKERS
UNION OF CANADA (CAW CANADA) AND
ITS LOCAL UNION 2806

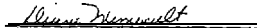

Gilles RIDOROSI

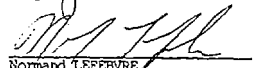

Yvon ROBERGE



Serge GUAY


Suzanne PROULX


Terry McKEOGH



Diane HIMEAULT


Normand LEFEBVRE


Linda DORVAL


Claude BOUJE


Eric BERTRAND


Claude DUBOIS

APPENDIX "A"

WAGE SCALE EFFECTIVE
FROM THE DATE OF SIGNATURE TO NOVEMBER 29, 1992

GRADE	<u>RATES PER HOUR</u>							
	<u>HIRING RATE</u>	<u>A RATE</u>	<u>B RATE</u>	<u>C RATE</u>	<u>D RATE</u>	<u>E RATE</u>	<u>F RATE</u>	<u>G RATE</u>
01	9.15	9.27	9.55	9.82	10.09	10.36	10.63	10.90
02	9.49	9.61	9.90	10.18	10.46	10.74	11.02	11.30
03	9.88	10.00	10.30	10.60	10.89	11.18	11.47	11.76
04	10.24	10.37	10.68	10.99	11.30	11.60	11.90	12.20
05	10.61	10.74	11.06	11.38	11.70	12.01	12.32	12.63
06	10.99	11.13	11.46	11.79	12.12	12.45	12.77	13.09
07	11.40	11.54	11.88	12.22	12.56	12.90	13.24	13.58
08	11.80	11.95	12.31	12.66	13.01	13.36	13.71	14.06
09	12.23	12.38	12.75	13.12	13.48	13.84	14.20	14.56
10	12.67	12.83	13.21	13.59	13.97	14.35	14.72	15.09
11	13.06	13.23	13.62	14.01	14.40	14.79	15.18	15.56
12	13.45	13.62	14.02	14.42	14.82	15.22	15.62	16.02
13	13.83	14.00	14.42	14.83	15.24	15.65	16.06	16.47
14	14.24	14.42	14.85	15.28	15.70	16.12	16.54	16.96
15	14.64	14.83	15.27	15.71	16.15	16.59	17.02	17.45
16	15.07	15.26	15.71	16.16	16.61	17.06	17.51	17.95
17	15.47	15.67	16.14	16.60	17.06	17.52	17.98	18.44
18	15.90	16.10	16.58	17.06	17.53	18.00	18.47	18.94
19	16.31	16.52	17.01	17.50	17.99	18.48	18.96	19.44
20	16.73	16.94	17.44	17.94	18.44	18.94	19.44	19.93
21	17.15	17.37	17.88	18.39	18.90	19.41	19.92	20.43

Progression from hiring rate to A rate will take place three months after hiring date.

Progression from A to B, from B to C, from C to D, from D to E, from E to F, from F to G, will be at six-month intervals.

APPENDIX "B"

WAGE SCALE EFFECTIVE
STARTING FROM NOVEMBER 30, 1992

RATES PER HOUR

GRADE	<u>HIRING RATE</u>	<u>A RATE</u>	<u>B RATE</u>	<u>C RATE</u>	<u>D RATE</u>	<u>E RATE</u>	<u>F RATE</u>	<u>G RATE</u>
01	9.52	9.64	9.93	10.22	10.50	10.78	11.06	11.34
02	9.87	9.99	10.29	10.59	10.88	11.17	11.46	11.75
03	10.27	10.40	10.71	11.02	11.33	11.63	11.93	12.23
04	10.66	10.79	11.11	11.43	11.75	12.07	12.38	12.69
05	11.03	11.17	11.50	11.83	12.16	12.49	12.82	13.14
06	11.43	11.57	11.91	12.25	12.59	12.93	13.27	13.61
07	11.85	12.00	12.36	12.72	13.07	13.42	13.77	14.12
08	12.27	12.43	12.80	13.17	13.54	13.90	14.26	14.62
09	12.71	12.87	13.25	13.63	14.01	14.39	14.77	15.14
10	13.17	13.34	13.74	14.13	14.52	14.91	15.30	15.69
11	13.58	13.75	14.16	14.57	14.98	15.38	15.78	16.18
12	13.98	14.16	14.58	15.00	15.42	15.84	16.25	16.66
13	14.38	14.56	14.99	15.42	15.85	16.28	16.71	17.13
14	14.80	14.99	15.44	15.88	16.32	16.76	17.20	17.64
15	15.24	15.43	15.89	16.35	16.80	17.25	17.70	18.15
16	15.67	15.87	16.34	16.81	17.28	17.75	18.21	18.67
17	16.10	16.30	16.78	17.26	17.74	18.22	18.70	19.18
18	16.54	16.75	17.25	17.74	18.23	18.72	19.21	19.70
19	16.98	17.19	17.70	18.21	18.72	19.22	19.72	20.22
20	17.40	17.62	18.14	18.66	19.18	19.70	20.22	20.73
21	17.83	18.06	18.60	19.13	19.66	20.19	20.72	21.25

Progression from hiring rate to A rate will take place three months after hiring date.

Progression from A to B, from B to C, from C to D, from D to E, from E to F, from F to G, will be at six-month intervals.