

COLLECTIVE AGREEMENT  
BETWEEN  
**PC WORLD, A DIVISION OF  
CIRCUIT WORLD CORPORATION**

AND

**C.A.W. - CANADA**  
(National Automobile, Aerospace, Transportation  
and General Workers Union of Canada)  
AND ITS LOCAL, 124

January 8, 1999



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## **ARTICLE 1 - STATEMENT OF PRINCIPLES AND INTENT**

### **1.01**

PC World is actively developing a culture of continuous improvement based on teamwork and interdependence between key groups such as management, staff, union leaders, union representatives, operators, mechanics, shareholders, suppliers, and of course, PC World's customers.

### **1.02**

Consequently, PC World wishes to integrate the presence of the Union Representatives to the success of its operations. It is PC World's objective to value the role of its Union representatives since their responsibility is to voice the opinions of PC World's "internal customers". It is PC World's vision that employees in the bargaining unit are internal customers since they are being given the responsibility to satisfy customer's expectations and only with their desire to succeed, PC World will become a continuous improvement organization. By considering employees in the bargaining unit as internal customers, PC World is recognizing the necessity to quickly address employee's needs in order for them to quickly address customer's needs. PC World wishes to build teamwork and cooperation between employees in the bargaining unit and every other group working at PC World, so PC World can become the "First Choice" in the circuit board industry.

### **1.03**

PC World desires to create employee satisfaction as it believes that it is necessary to achieve outstanding customer satisfaction. Therefore, employees are invited to constantly identify needs for improvement, whether those needs are related to the administration of this Collective Agreement or to any potential need identified for greater customer satisfaction or reduction of costs. It is PC World's objective to always welcome an idea, an opinion or a suggestion identified by an employee when this is to create a positive impact on employee or customer satisfaction. PC World desires to optimize the contribution of its employees

as it believes that continuous improvement will come from continuous learning, involvement and a strong desire to achieve superior quality and outstanding customer satisfaction.

PC World is saying to its employees, “**we are in business together**”, and this is why PC World invites all members of the bargaining unit to participate in the development of their Company.

**1.04**

The general purpose of this agreement is to provide an orderly collective bargaining relationship between PC World and the Union, to secure prompt and fair disposition of grievances, and to prevent interruptions of work and interference with the efficient operations of PC World’s business, consistent with the terms of this Collective Agreement.

**1.05**

PC World and the Union agree that in the exercise of their rights and in the administration of this agreement, they shall endeavor to do so in a fair and reasonable manner.

**1.06**

PC World will negotiate at all times in the manner provided herein, with the chosen accredited representative(s) of the Union, for the purpose of determining any disputes which may now exist or which may arise as to wages, hours or working conditions, or any other matter pertinent to the collective agreement.

**LE 2 - RECOGNITION**

**2.01**

PC World recognizes the Union as the sole and exclusive bargaining agent of all employees of Circuit World Corporation, operating as PC World, in the Municipality of Metropolitan Toronto, save and except supervisors, persons above the rank of supervisors, office, clerical and sales staff, net list analyst, quality technicians, process engineers, engineering technicians, lab

technicians, students employed during the school vacation, and students engaged in a co-operative training program.

**2.02**

The words "employee" or "employees" wherever used in this Agreement shall mean all employees in the bargaining unit referred to in 2.01 above who have completed their probationary period, except where its context otherwise provides. In this Agreement words using the masculine gender shall be considered to include the feminine gender and neuter as well; the singular includes the plural and the plural, singular where the text so indicates.

**2.03**

The word "day" shall refer to working day, except where otherwise indicated.

**ARTICLE 3 - NO DISCRIMINATION**

**3.01**

PC World and the Union agree that there shall be no discrimination with respect to any employee by reason of age, marital status, sex, race, creed, colour, national origin, political or religious affiliation, sexual orientation, or physically challenged as defined by the Human Rights Code nor by reason of Union membership.

**ARTICLE 4 - MANAGEMENT RIGHTS**

**4.01**

- a) **As** stated in Article 1.03, PC World desires to create employee satisfaction as it believes that it is necessary to achieve outstanding customer satisfaction. Consequently, in the exercise of its rights, management wishes to recognize that the Union representatives and all employees want to be involved in the decisions that affect them,

care about their jobs and each other, take pride in themselves and in their contributions and want to share in the success of their efforts.

- b) In order to properly listen to views, concerns and opinions expressed by the employees in regards of the application of Article 4, the Union representatives are to be given the opportunity to represent the employee's vision through meetings described in Articles 12.03 and 12.04. Management is committed to listen to its "internal customers" in the bargaining unit as it recognizes their importance to achieve customer satisfaction and continuous growth.

#### **4.02**

The Union recognizes and acknowledges that the management of the plant and direction of the working forces are fixed exclusively by PC World and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the management:

- a) To maintain order, discipline and efficiency; to make, alter, and enforce, from time to time, rules and regulations, policies and practices, to be observed by its employees, copies of which will be posted and provided to the Union committee and employees, to discipline and discharge employees for just cause; it is understood and agreed that changes concerning employees will be brought to the attention of the Union representatives through the procedure described in Article 12.04.
- b) To select, hire, to transfer, assign, promote, demote, classify, lay-off, recall and retire employees at age 65; to plan, direct and control operations; to select and retain employees for positions excluded from the bargaining unit; it is understood by management that all these rights are preferably to be exercised in consultation with the Union representatives in order to maximize employee satisfaction and prevent disputes and grievances.
- c) To operate and manage the business in order to satisfy its commitments and responsibilities, the right to determine the extension, limitation, curtailment or cessation of operations or any part thereof; the right to determine the nature and kind of business conducted by PC World, the kinds and locations of plant, equipment,

products components, parts and materials to be used, parts components, products, materials, services and/or equipment purchased and/or leased, the control of materials, and parts, the methods and techniques of work, the content of jobs, the scheduling of operations, and quantity and quality of production; the right to create or alter job classifications from time to time; the right to use improved methods, machinery and equipment; the right to decide on the number of employees needed by PC World at any time; and generally the right to manage the enterprise and business are solely and exclusively the right of PC World, except only as may be specifically limited by an expressed provision of this agreement. Management recognizes that in the exercise of its rights, it is in his best interest to create a dialogue with its employees as they possess knowledge and skills to satisfy PC World's customer expectations. Consequently, their involvement will only increase the chances of success of any implementation of change.

- d) Failure by PC World to exercise any of its management rights shall not be considered a waiver or abandonment of such rights. PC World agrees it will not exercise its functions in a manner inconsistent with the provisions of this Agreement.

#### **ARTICLE 5 - UNION SECURITY**

##### **5.01**

All present employees who have not done so and all future employees will be required to complete an Application for Membership and Authorization for check off Dues and Initiations Fees on appropriate forms supplied to PC World by the Union.

##### **5.02**

The Local Union copy of this Form will be forwarded to the Local Union Financial Secretary upon completion.

##### **5.03**

- a) All dues and initiation fees deducted in trust, must be remitted to the Local Union Financial Secretary within fifteen **(15)** working days of

the deductions, along with a list of the names and amount of each deduction.

- b) PC World will also supply a list of those members who did not have Union Dues deducted, and the reason why this deduction did not take place.

**5.04**

Dues are defined for the purpose of this clause as the regular Union Dues and Initiation Fees as prescribed by the constitution of the Union, and of which PC World has been notified in writing, by the Union.

**5.05**

All employees who have worked a minimum of forty **(40)** hours during a calendar month will have the regular Union dues deducted and placed in trust by PC World until and forwarded to the Local Union Financial Secretary within fifteen **(15)** days of the end of the month.

**5.06**

The Union agrees to indemnify and save PC World harmless against all claims or other forms of liability that might arise out of, or by reason of, deductions made or payments made in accordance with the Collective Agreement.

**5.07 Deduction of Union Dues:**

- a) The amount of Union Dues deducted shall be two (2) hours and twenty (20) minutes time per month based on the amount earned at the straight time hourly rate of the employee in the last payroll period before the dues are payable. This amount does not include any premiums.
- b) Dues are not payable when an employee receives Weekly Indemnity or Workers' Compensation benefits, but are payable when an employee is in receipt of vacation pay, holiday pay, jury duty pay, or bereavement pay or any other pay considered in lieu of hours worked.



**5.08 Data to be supplied to the Union:**

PC World will supply the Union Committee with the following information semi-annually upon request, and send a copy to the Local Union Office:

1. Employees who acquire seniority.
2. Employees by rate and classification.
3. Employees transferred into or out of the Bargaining Unit.
4. Employees on leave of absence.
5. Employees on Sickness and Accident and Compensation on the date of occurrence.
6. Layoffs and recalls.
7. Employees who have lost seniority.
8. Employees who are discharged.
9. Names, addresses and postal codes of all retired and active employees.

**5.09**

Initiation fees for twenty dollars (\$20.00) is payable at the completion of the probationary period by all employees as a condition of further employment.

**5.10**

A list of Supervisors will be supplied to the Plant Committee following ratification of this Agreement and this list will be updated as changes are made in the future.

**ARTICLE 6 - ARA IN THE WORKPLACE**

**6.01**

The parties recognize that harassment is an unlawful practice in violation of a persons rights under the Ontario Human Rights Code. As such, any employee who feels that he/she has been subjected to harassment is encouraged to immediately bring this to the attention of the Human Resources representative and/or Union representative and/or member of Management.

**6.02**

Such complaints of alleged harassment will be handled with all possible confidentiality by the Plant Chairperson or his designate, and the Director, Continuous Improvement, or his/her designate, together with the Local Union President and/or the National Union Representative; however, if neither the Local Union President or the National Union Representative is available within three (3) days of the date and time the complaint is made, the Director, Continuous Improvement and the Plant Chairperson shall carry out the investigation.

**6.03**

This article is not intended to restrict any employees rights under the Ontario Human Rights Code.

**ARTICLE 7 - SENIORITY**

**7.01**

The term "seniority", as used herein, shall mean continuous accumulated service, with PC World.

**7.02**

In the event that more than one (1) employee is hired on the same date, PC World will assign each employee with a seniority code number which will be used in determining their seniority standing (i.e.: the lowest code equals the highest seniority).

**7.03**

PC World agrees to post an up to date seniority list every six (6) months. A copy of the seniority list will be provided to the Plant Chairperson.

**7.04**

New hires shall be considered probationary until they have completed a total of one hundred and thirty (130) days actually worked within a twelve (12) consecutive month period, and upon successful completion of that

probationary period, they shall be assigned a seniority date which shall be **their date of hire**,

#### **7.05**

During the probationary period, any employee shall be considered as being employed on a trial basis and may be discharged where the employee is considered, in the judgment of the Employer, to be unsuitable. The discharge of a probationary employee can be based on a lesser standard than that for a seniority employee, should generally be at the discretion of **PC World**, and should only be modified where **PC World** has no basis for its decision.

#### **7.06**

An employee will lose his seniority and his employment with **PC World** will be terminated for any of the following reasons:

- a) If he voluntarily quits.
- b) If he/she is discharged for just cause and not reinstated through the Grievance Procedure.
- c) If he retires or is retired.
- d) If he has been laid off and does not return to work within five (5) days from confirmed delivery of the registered letter or courier package advising him to report for duty, unless **PC World** and the employee mutually agree otherwise. A copy of the registered letter or courier package will be provided to the Plant Chairperson, or his designate, at the time of mailing.
- e) If he is absent without an approved leave of absence for more than three (3) consecutive working days, or the employee overstays an approved leave of absence by more than three (3) days without a reason satisfactory to **PC World**.
- f) If an employee is laid off due to lack of work and not recalled for work for a period of eighteen (18) months or the length of his/her seniority, whichever is less.

#### **7.07**

It shall be the responsibility of the employee to promptly notify a Human Resources representative, in writing, of any change in address, and

telephone number (listed or unlisted). If any employees fail to do so, PC World will not be responsible for failure of any contact or notice to reach such employee.

### **7.08**

The parties recognize that job opportunities and seniority should increase in proportion to length of service. It is agreed that the term "seniority" shall have reference to any employee's right to a job based on other provisions of this Agreement. All promotions, demotions, filling of vacancies, layoff and recall shall be strictly in accordance with the principle set forth above.

## **ARTICLE 8 - LAYOFF AND RECALL**

### **8.01**

When the volume of work is decreasing and management must review the number of employees employed, the Director of Continuous Improvement will meet with the Union representatives to review a plan concerning the procedure of a layoff. Updated lists of seniority and skills and abilities will be reviewed by management and the Union committee prior to announcing any layoff. PC World will endeavor to provide a minimum of five (5) days notice to the Union and all employees who are actively at work. Employees will be given five (5) days notice of any layoff that is planned to last for more than one week.

### **8.02**

- a) Employees are expected to provide a satisfactory performance throughout their work shift. Satisfactory performance is defined as to meet the normal requirements and standards to achieve customer satisfaction. Productivity, quality, involvement, attendance, proper shift change, mutual respect, are the main factors identified to achieve customer satisfaction.
- b) PC World wishes to communicate constructively to an employee when he/she is not providing a satisfactory performance. PC World wishes to involve the Union representatives in the development of an action plan to help an employee provide a satisfactory performance.

PC World agrees that a non-satisfactory performance will be documented and the Union representatives will **be** informed of the progress on an on-going basis.

- c) The Union representatives wish to support management members in trying to develop systems and solutions in order for PC World to motivate and obtain satisfactory performance from each employee. It is understood by the Union representatives that their contribution and involvement in the development of greater customer satisfaction is **to** support the continuous improvement of PC World.
- d) In the case of a layoff or the recall from a layoff, seniority shall apply, unless the Union representatives have been informed at least thirty (30) calendar days prior to the layoff of an employee who has not been providing a satisfactory performance and who has not demonstrated a satisfactory improvement since he/she has been notified in the development of its action plan (as described in Article **42**).
- e) Layoffs will be conducted on a departmental basis, with probationary employees being the first to be laid off. The most junior person who is laid off in the department, may then exercise their seniority to bump the least senior employee in the plant where he/she is presently qualified to perform that work efficiently. Where it is necessary to retain a probationary employee during lay-off because of special skills and qualifications essential to the maintenance of the operations, such decision to retain him/her out of seniority shall be finalized after notice to the Union.

#### **8.03**

PC World will provide the Chairperson of the Union Plant Committee with a list of employees to be laid-off or recalled, and also cancellation of such notices.

#### **8.04**

If no work is available because of fire, lack of power, act of God, or for any other reason beyond the control of PC World, employees may be laid off,

and the seniority provisions of the Collective Agreement will not apply for five (5) working days.

**8.05**

It is understood and agreed that employees will have no rights to bump up in the face of a layoff.

**8.06**

The Union Plant Committee and the Certified Representative will be retained in the employ of PC World during their respective terms of office, notwithstanding their position on the seniority list, so long as PC World has work available which they are presently able to perform efficiently and are willing to do so.

**8.07**

Employees who are laid off in accordance with the provisions of this Article will be returned to work in line with the seniority in which they were laid off, provided they meet the standards set out in Article 8.02(a) above and are willing to perform said work.

**8.08**

Employees displaced to another department as a result of layoff will have first opportunity to return to their former position when it becomes available. If the employee declines the opportunity to return, he will have forfeited his return right.

**8.09**

An employee who was laid off from the plant, and is subsequently recalled to a different position, will have first opportunity for their former position when it becomes available. If the employee declines the opportunity to return, he will have forfeited his return right.

**8.10**

Employees who are recalled to positions which are expected to last less than thirty (30) calendar days, may decline the recall and remain on the seniority list. However, employees who are recalled to positions expected to last thirty (30) calendar days or more, must accept the recall, or lose their seniority and employment with PC World.

**ARTICLE 9 - WAGE ADMINISTRATION AND RATE PROTECTION**

**9.01**

An employee temporarily assigned at the direction of PC World to a classification other than his regular classification, shall be paid at his regular rate of pay, or at the appropriate point in the progression scale of the job to which he is transferred, whichever is higher, after four (4) hours on the job.

**9.02**

A transfer shall be considered temporary provided it does not exceed forty-five (45) calendar days, and during this period will not be subject to the seniority provisions of this agreement. If such transfer exceeds this period, it will be declared as a permanent vacancy and posted for job bidding.

**9.03**

Vacant jobs created as a result of illness, injury or occupational accident or illness, or leave of absence shall not be posted as permanent vacancies and may be filled at the discretion of PC World on a temporary basis for the duration of the illness, injury or occupational accident or illness, or leave of absence, or for up to forty-five (45) days whichever is less.

**9.04**

An employee returning to work from an absence due to injury, occupational accident or illness and whose position has been posted as vacant, will be placed in his/her former position or another position relatively equal in responsibilities and wages, provided there are no medical restrictions which prevent such placement and seniority permitting.

**ARTICLE 10 - HUMAN RESOURCES PLANNING, TRAINING  
& JOB POSTING**

**10.01**

- a) In recognition of the importance to recruit internally, to recognize seniority, and to promote employee's development, PC World requires the support of the Union representatives in order to secure customer satisfaction while proceeding to the administration of personnel movements and planning Human Resources needs.
- b) To support employee's development, a Training & Development system is to be administrated by PC World in collaboration with the Union representatives in order to improve Human Resources planning and minimize the impact of personnel movements on customer satisfaction.
- c) In January, April, July and October of each year (or whenever a new need occurs), the Human Resources department will invite employees to communicate their interest in cross-training on work stations that require Human Resources planning and to communicate their desire to occupy the same position on a different shift. PC World will inform the employees by posting the results on a bulletin board. The most senior person for each work station who is interested to be cross-trained will then be considered as the applicant to be cross-trained in order to be capable to meet the job's requirements before the next job vacancy.
- d) In the event new jobs are created or vacancies occur within the bargaining unit, the Human Resources department will post such new jobs or vacancies for a period of two **(2)** days in order to allow bargaining unit employees the opportunity to apply.

**10.02**

In order to achieve customer satisfaction while taking care of employees' development, the following are considered as key guidelines:



- An employee will be moved to his/her new position within a period of thirty (30) working days after he/she has been awarded the position.
- An employee who did not need any training on a work station in order to develop his/her capacity to provide a satisfactory performance in his/her new position, will be eligible to post for a new position after three (3) months of work. However, if it is to have the opportunity to move on a different shift, no period of time will be required.
- An employee who has received the equivalent of three (3) weeks or less of training on a work station in order to develop his/her capacity to provide a satisfactory performance, will be eligible to post for a new position after six (6) months of work. However, if the opportunity is to move on a different shift, no period of time will be required.
- An employee who has received more than three weeks of training on a work station in order to develop his/her capacity to provide a satisfactory performance, will be eligible to post a new position after twelve (12) months of work in the position. However, if the opportunity is to move on a different shift, no period of time will be required.
- Employees who have been employed for less than twelve (12) months, will be eligible to post for a new position once they have completed twelve (12) months of work in their first position. However, if the opportunity is to move on a different shift, no period of time will be required.
- Employees on vacation will be considered for a job posting when the posting is for the same position but on a different shift.
- **The** above mentioned guidelines may be modified by mutual consent when PC World is to hire a new employee to meet production needs and it is demonstrated that the personnel movement would affect customer satisfaction.
- It is understood by the Union representatives and employees that in order for PC World to recognize the seniority of the employees and support their development, all employees must provide a satisfactory performance in their actual position. An employee who has not been

providing a satisfactory performance in his/her actual position, will not be eligible for cross-training until he/she has met the requirements identified in his/her action plan, as explained in Article 8. It is understood by Union representatives, that Management needs their support and involvement in order to obtain a satisfactory performance from all employees.

- It is agreed that cross-training needs will be identified by Management in collaboration with the Union representatives and those needs will be communicated to the employees. It is also agreed that when a need for cross-training has been identified and nobody has shown an interest, Management can identify an employee to be cross-trained in order to have the necessary skills and abilities to satisfy customer's needs in a department and/or a shift. Management will once again offer cross-training by seniority and if once again nobody has shown an interest, Management will appoint an employee to be cross-trained. The Union representatives will be informed of the reason of this choice. It is understood that employees have the right to refuse to be cross-trained and their refusal will be documented.

#### **10.03**

The subsequent job vacancy, if any, created by successful job bidding will be filled through this same job posting procedure. However, any subsequent job vacancy(s), will be filled at the discretion of PC World.

#### **10.04**

Where there are no qualified applicants for a job posting in the opinion of PC World, PC World may fill the position from any source.

#### **10.05**

In case the employee is not retained in the job by PC World, or the employee voluntarily elects to give up their rights to the job, providing it is within the thirty (30) calendar days following the commencement of work in the job, the employee will be returned to his/her job, and any other employee affected thereby will be returned to his/her job on a similar basis and thereafter the original job will be filled in accordance with this section of the agreement.

## **ARTICLE 11 - INCAPACITATED EMPLOYEES**

### **11.01**

An employee who is no longer able to perform the work in his classification, but is capable of performing other duties, or any employee who has incurred a temporary or permanent partial disability may, by mutual agreement, between PC World and the Union, be assigned to or retained at an operation which he is capable of performing at the prevailing rate of pay of that position. This is not intended to restrict the rights of any employee under the "Workplace Safety and Insurance Act".

## **ARTICLE 12 - PREVENTION OF DISPUTES & GRIEVANCE PROCEDURE**

### **12.01**

It is understood by Management, Supervisors, Employees and Union representatives that in order to evolve in a continuous improvement organization, PC World's goal is to maintain a zero grievance environment.

Consequently, Supervisors, Human Resources and Union representatives are being given the responsibility to prevent any dispute in regards of this Collective Agreement or any other matter having an impact on employees in the bargaining unit. Supervisors are expected to work in collaboration with the Human Resources and Union representatives in order to manage employee's issues in the best interest of PC World and its employees.

### **12.02**

As described in Article 1, it is PC World's objective to integrate the Union Representatives to the success of its operations. Therefore, the Union representatives have to be given the opportunity to influence the quality of PC World's decision-process, so it can contribute to the prevention of disputes having negative impact on employee's motivation and satisfaction. It is agreed by every key group responsible for PC World's performance, (Management, Supervisors, Staff, Employees and Union representatives) that they must maintain and constantly improve employee satisfaction, in order to motivate every member of the bargaining unit to take care of their customers.

The following procedure will be followed in preventing or resolving concerns, disputes and grievances arising out of this Agreement or for any other matter expressed by an employee:

**Step 1:** An employee who is concerned in relation to the interpretation, application or an alleged violation of this agreement shall discuss his/her concern with his/her committee person or Plant Chairperson within two (2) working days of the time when the incident giving rise to the concern became known or ought reasonable to have become known to the employee.

**Step 2:** The Committee person or Plant Chairperson shall discuss within two (2) working days of the time when he/she has been informed of the concern with the employee's supervisor or with a Human Resources representative, whomever seems to be the most suitable person to the Union representative to resolve the concern. The Supervisor and/or the Human Resources representative will provide to the employee, committee person and/or Plant Chairperson a proposition to resolve the concern within (2) working days of the time they have been informed of the concern.

**Step 3:** If the proposition to resolve the concern is not acceptable to the Union representative or the employee, a grievance shall be written identifying a unique grievance number, employee involved, date of occurrence, date of grievance, nature of grievance, relevant of section of the Collective Agreement and the claim of redress. Such grievance shall be brought by the Plant Chairperson to the attention of the Director of Continuous Improvement within three (3) working days of the time the supervisor or the Human Resources representative has given his/her proposition to resolve the concern. The Director of Continuous Improvement will then meet with the Plant Chairperson, the Employee and the relevant Committee person within three (3) working days of receipt of the grievance. At this meeting, the national representative and/or the local Union president may be in attendance. The Director of Continuous Improvement's decision will be rendered in writing within two (2) working days of this meeting.

### **12.03**

At any point in time, the Plant Chairperson, on behalf of the Union committee or an employee, can request a meeting with the Director of

Continuous Improvement or his/her representative to discuss a concern or a situation involving employees in the Bargaining unit that could lead to employee dissatisfaction or to an individual or policy grievance. Such meeting will be held within two (2) working days of the request. The same privilege will apply to Management representatives. The purpose of this meeting will be to identify solutions and propositions in order to prevent employee's issues and/or policy grievances.

#### **12.04**

Notwithstanding Article 12.03, the Director of Continuous Improvement will hold a minimum of one meeting each month with the Union committee. During this meeting, the Union representatives will be invited to share their views, concerns, issues, or any other situations affecting the morale or the motivation of the employees. The Director of Continuous Improvement will also share information concerning the interest of employees, such as customer satisfaction indicators, quality issues, and any other matter that should be shared with the Union committee. Once again, the general purpose of this meeting will be identifying improvements to maintain and improve employee satisfaction.

#### **12.05**

It is PC World's objective to provide the best support to its employees in order for them to provide a satisfactory performance. When management identifies an employee who is not providing satisfactory performance, the Plant Chairperson and/or the Union representative will be invited to participate in the development of an action plan given to the employee in order for him/her to improve and provide a satisfactory performance.

#### **12.06**

It is PC World's objective to avoid using disciplinary actions in order to obtain satisfactory performance from its employees. However, when previous efforts have been made in collaboration with the Union Representatives without a satisfactory improvement, PC World will use a disciplinary process.

Each time that an employee will be disciplined, the Director of Continuous Improvement will meet with the employee, his/her supervisor, the Plant Chairperson and the Committee person. The reason(s) for such disciplinary action will once again be given to the Union representatives.

Following the meeting, if the employee does not agree with the decision, a grievance may be written by the Plant Chairperson in accordance of Step 3 of the Grievance Procedure.

**12.07**

The time limits set forth at the various steps of this procedure may only be extended by mutual consent.

**12.08**

No matter may be submitted to arbitration which has not been properly carried through all previous steps of the Grievance Procedure.

**ARTICLE 13 - ARBITRATION**

**13.01**

Failing a satisfactory settlement in Step 3 of the Grievance Procedure, it shall be the responsibility of the party desiring arbitration to so inform the other party, in writing, within ten (10) days after the Director, Continuous Improvement, or his/her representative's response.

**13.02**

As provided for in Article 13.01, the party delivering the notice to arbitrate shall indicate in the notice the arbitrator for that grievance from the following list:

Howard Brown  
Gail Brent  
Rick MacDowall  
Earl Palmer  
John Whitehead

It is understood and agreed that following ratification of this Agreement, arbitrators will be selected in the order they appear on the list above, starting with the top of the list and moving to the bottom in the order that notices to arbitrate are received. In the event that the arbitrator, according to this process, is no longer available (i.e. within six (6) months) to arbitrate, that particular case will be referred to the next arbitrator on the list.

**13.03**

The decision of the sole arbitrator shall be final and binding upon the parties. The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement nor to alter, modify or amend any part of this Agreement, nor to adjudicate any matter not specifically assigned to him or her.

**13.04**

The parties will equally bear the fees and expenses of the sole arbitrator. Any witnesses called by the parties will be at their individual expense.

**13.05**

Any extension of the time limits contained herein may only be made by mutual consent in writing.

**13.06**

A grievance which has been disposed of pursuant to the Grievance Procedure provisions of this Article shall not again be made the subject matter of a grievance.

**ARTICLE 14 - PERSONAL LEAVE OF ABSENCE**

**14.01**

- a) A personal leave of absence without pay for any valid reason may be granted for a period not to exceed thirty-five (35) working days, at the sole discretion of PC World, unless mutually agreed otherwise,

provided such leave does not disturb the efficiency of the employee's work area or the plant.

- b) Application for such leave must be made in writing to the Human Resources department, at least three (3) months prior to the leave of absence and written approval is to be obtained from the Human Resources department.
- c) One (1) personal leave of absence per period of three (3) months may be authorized throughout the plant. When two (2) employees request a leave of absence for the same period, the most senior employee will be granted the leave, unless he/she had received a leave of absence in the last twelve (12) month period.
- d) Any employee granted a leave of absence shall be required to utilize any remaining vacation time before commencing any such leave, and they shall use that vacation as part of the said leave. The Plant Chairperson will be given a copy of any approved leave of absence.
- e) The above guidelines may be modified by PC World when the reasons motivating the request of the personal leave are outside the control of the employee or when two employees share the same home.

#### **14.02**

Upon an employee's return from a leave of absence, the employee will be reinstated to his/her former classification and shift, if such classification and shift is still available, with the seniority accrued during such leave. If his/her shift is not available, the employee may exercise his/her seniority on another shift in order to remain in his/her classification.

#### **14.03**

Any employee of PC World's elected or appointed to a full-time position with the Local Union or National Union of the CAW will be granted a leave of absence by PC World for up to two (2) terms only. Thereafter, such leave will be at the sole discretion of PC World upon receipt of a written application from the employee. Such employees will have their seniority accrued while on such leave.



**14.04**

At the request of the Local Union, PC World may in its sole discretion grant a leave of absence to members of the Plant Committee to attend matters not necessarily in direct relation to the plant, subject to receiving notice of at least one (1) week.

**14.05**

Where approved by a Court, PC World agrees to participate in a Temporary Absence Program for those employees who have been convicted of a criminal offense.

**14.06**

The Chairperson of the Plant Committee shall be granted up to one half hour per day to confer with the Local Union or National Union on matters arising from this Agreement, paid for by PC World.

**ARTICLE 15 • PUBLIC OFFICE LEAVE OF ABSENCE**

**15.01**

An employee with seniority, elected or appointed to a full time Federal, Provincial, or Local public office, may make written application for and be granted a leave of absence for the period of his/her first two (2) terms of active service in such public office. Thereafter, such leave will be at the sole discretion of PC World upon receipt of a written application from the employee.

**15.02**

Any employee granted such a leave will be reinstated on the basis of the seniority provisions of this agreement at the then current rate of pay for the position they are granted. Seniority will continue to accumulate during the period of such leave of absence.

**15.03**

The employee's request for such leave of absence may also include a request to campaign for such office.

**ARTICLE 16 - PAID EDUCATION LEAVE**

**16.01**

PC World agrees to pay into a special fund one cent (\$0.01) per hour per employee for all compensated hours for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee skills in all aspects of Trade Union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, CAW, effective from date of ratification and sent by PC World to the following address:

CAW Paid Education Leave Program,  
R. R. #1  
Port Elgin, Ontario NOH 2C5.

**16.02**

PC World further agrees that members of the Bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on said leave of absence will continue to accrue seniority and benefits during such leave.

**ARTICLE 17 - SHIFT PREMIUM**

**17.01**

An employee shall receive a shift premium payment of seventy-five cents (\$0.75) for all hours worked between 3:00 p.m. and 11:00 p.m. and one dollar (\$1.00) for all hours worked between 11:00 p.m. and 7:00 a.m.

## **ARTICLE 18 - REPORTING IN PAY**

### **18.01**

In the event that an employee, reports to work on his regular shift, without having been previously notified not to report, he will be given at least four (4) hours of work at his regular hourly rate of pay in his own job or other available work, or if no work is available, he will be paid the equivalent of four (4) hours at his regular hourly rate of pay in lieu of work.

### **18.02**

This Article shall not apply when there is a lack of work due to an Act of God such as fire, flood, power failure, etc.

## **ARTICLE 19 - CALL IN PAY**

### **19.01**

Any employee called back to work after completion of their regular shift shall receive in such instances a minimum of four (4) hours pay based on their regular hourly rate.

### **19.02**

There shall be no duplication or pyramiding of this premium, nor any other premium provided for in this Agreement unless otherwise provided for.

## **ARTICLE 20 - INJURY ON THE JOB**

### **20.01**

Employees who are injured at work and who are unable to continue at their job shall be paid at their regular earnings for the balance of the shift in which the injury occurred.

## **ARTICLE 21 - JURY DUTY / CROWN WITNESS**

### **21.01**

- a) An employee shall be granted a leave of absence with pay at his regular hourly rate, for the normally scheduled number of hours the employee would otherwise have worked, for the purpose of serving jury duty, or if required, as a subpoenaed Crown witness. The employee will present proof of jury duty or confirmation that he has appeared as a subpoenaed Crown witness, together with documentation showing the amount he has received. Thereafter, PC World shall deduct from the pay of the employee the full amount of jury pay or Crown witness pay received by the employee.
- b) Employees do not have to report for work on those days they are required for jury duty or as a subpoenaed Crown witness. Furthermore, they are not required to report back to work on that day if they are required past 11:30 a.m.

## **ARTICLE 22 - BEREAVEMENT**

### **22.01**

Employees will, upon request, be granted up to three (3) working days off with pay between the date of the death and the date of the funeral to make arrangements for and/or to attend the funeral of a member of their immediate family.

### **22.02**

Immediate family shall mean father, mother, mother-in-law, father-in-law, sister, brother, spouse, (including common-law spouse) and children of the employee, grandparent, grandchild, step-child, step-parent.

### **22.03**

It is understood and agreed that employees will not be paid for any days they would not have normally worked between the date of the death and the date of the funeral. For example, employees would not be paid for Saturdays, Sundays, designated paid holidays, nor while they were on

vacation or on approved leave of absence, unless they were scheduled to work that day or days.

**22.04**

Employees will be granted one (1) day off with pay to make arrangements for and/or attend the funeral for step-brother, step-sister, brother-in-law and sister-in-law. The provisions of 22.03 will apply to this clause.

**E 23 - TUITION FEES AND BOOK REFUND**

**23.01**

PC World will reimburse employees for tuition for courses which have been successfully completed and which has been approved previously.

**23.02**

PC World agrees to pay one hundred percent (100%) of courses and textbooks for any course PC World sends an employee on, including probationary employees.

**ARTICLE 24 - LUNCHROOM AND WASHROOM FACILITIES**

**24.01**

Adequate lunchroom and washroom facilities will be provided by PC World and kept in a sanitary condition. Employees will co-operate by observing the simple rules of cleanliness.

**ARTICLE 25 - BULLETIN BOARDS**

**25.01**

PC World will supply two (2) bulletin boards, one (1) to be situated in the area of the punch clock and the other in the lunchroom, for the use of the Union. All notices must be pre-approved by the Human Resources department.

**26.01**

PC World agrees to provide a copy of the Collective Agreement in Booklet form to all employees within sixty (60) days of ratification of the Collective Agreement. In addition, PC World will supply a brochure summarizing any PC World-paid benefits.

**ARTICLE 27 - PREVENTION OF STRIKES  
AND LOCKOUTS**

**27.01**

PC World and the Union wish to respect the spirit of this Collective Agreement in order to eliminate the risks of a conflict. Consequently, both parties will make constant efforts to support the continuous growth of PC World and its employees.

**27.02**

PC World and the Union agree to abide by the Ontario Labor Relations Act with respect to strikes and lockouts.

**ARTICLE 28 - CLASSIFICATIONS AND WAGES**

**28.01**

PC World will pay employees according to the wage classification structure which shall be written into the Collective Agreement and form a part of the Collective Agreement.

**ARTICLE 29 - PARTIAL OR TOTAL PLANT CLOSURE**

**29.01**

PC World will endeavor to advise the Union at least six (6) months in advance of any contemplated shutdown of operations that will affect the employees, or as soon as it becomes aware of this circumstance. Such notice shall be in writing and indicate the reason for the action.

The Union and PC World will meet immediately to discuss the contemplated shutdown with a view to providing a solution to the problem or jobs for the employees involved.

#### **ADJUSTMENT COMMIT**

Wherever there is a closure or a sizable permanent layoff, a meeting should be held to discuss the adjustment process.

PC World will participate in a Labour-Management Adjustment Committee and that we will seek financial assistance from the Industrial Adjustment Service (Federal Government) and the Office of Labour Adjustment (in Ontario).

Every worker who is to be laid off will receive an in-depth (one hour) individual needs assessment conducted on PC World's time, and provided at PC World's expense.

The Bargaining Committee and the Union Representatives on the Adjustment Committee will be provided sufficient training on adjustment and processes as determined by the Bargaining Committee. The training will be conducted on PC World's time and at PC World's expense.

The Company will provide adequate release time to members of the Adjustment Committee to effectively do their jobs.

Adequate space and equipment will be provided by PC World.

Release time will be provided for a Union coordinator to assist in the Centre as well as secretarial assistance as required.

#### **ARTICLE 30 - MOVING C**

##### **30.01**

In the event PC World moves any or all of its operation to a new location within 50 kms of Metropolitan Toronto, the employees affected will have

the right to transfer to the new location and none of their rights and obligations will be varied.

**ARTICLE 31 - HOURS OF WORK  
AND OVERTIME**

**31.01**

The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week.

**31.02**

The standard work week shall consist of forty **(40)** hours per week comprised of five **(5)** eight (8) hour days, Monday through Friday.

**31.03**

The work day will be the twenty-four (24) hour period beginning the time the employee is scheduled to start work.

**31.04**

Overtime at the rate of time and one-half (1 1/2) the employee's regular hourly rate shall be paid for all work performed in excess of eight **(8)** hours in a day and for all work performed on Saturday or Sunday, except where Saturday or Sunday is part of the regular work week for the employee.

**31.05**

Overtime at the rate of two (2) times the employee's regular hourly rate shall be paid for all ~~work~~ performed in excess of twelve (12) hours on any work day.

**31.06**

PC World agrees to discuss any proposed changes in the schedule for hours of work prior to implementing any such changes.



**31.07**

It is PC World's objective to consider employees as business partners as explained in Article I, and in order to increase their contribution in the development of their Company, Management may invite them to participate on a voluntary basis in meetings and cross-training. Consequently, time spent for activities not related to production work or preventive maintenance, will be paid regular time. It is agreed that employees have the right to refuse to participate in such activities without any consequences. It is also agreed that when Union representatives are involved in meetings because of their responsibility under this Collective Agreement, they will be paid overtime (1 1/2).

**4 32 - PAID REST PERIOD**

**32.01**

PC World will provide one ten (10) minute paid rest period in the first half of each shift and a thirty (30) minute paid lunch period in each shift.

**I 33 - OVERTIME TIME LIMIT**

**33.01**

- a) PC World agrees to make its best efforts to distribute overtime on an equitable basis as practical among those employees who normally perform the required work on the shift and who can perform the overtime work without training. PC World may schedule any employees to work up to a maximum of forty-eight (48) hours per week. Such overtime shall be voluntary unless PC World is unable to secure sufficient qualified volunteers to meet its requirements.

Except in cases of emergency or circumstances beyond its control, PC World will make every effort to give twenty-four (24) hours notice to employees scheduled to work overtime and four (4) hours notice when scheduled overtime has been canceled.

- b) PC World will provide a monthly status about the distribution of overtime. Union representatives will be allowed to get information

from the Human Resources department as needed when an employee has a concern,

**ARTICLE 34 - UNION REPRESENTATION**

**34.01**

- a) PC World acknowledges the right of the Union to elect or appoint a Plant Committee which may be comprised of three (3) representatives (the Plant Chairperson being assigned on the day shift) plus one Union representative for each of the second and third shift, where such shift exists for a maximum of five (5) representatives. These Union representatives at the time of their election or appointment must have been employees of PC World with seniority.
- b) The duty of the Union representatives is to represent employees in respect of their concerns, opinions and issues in order to continuously improve employee satisfaction and prevent/resolve disputes. PC World Management members wish to welcome concerns and ideas expressed by the Union representatives as they are considered business partners and part of the key groups responsible for PC World's performance. It is also recognized that the Union representatives represent the interest of employees under this agreement as outlined in Article 12.
- c) Where a Union representative accepts a transfer from his/her area of responsibility, a new person will be elected or appointed to replace that union representative, and the transferred individual will no longer be a member of the Plant Committee.

**34.02**

The Union will inform the Director of Continuous Improvement or a member of the Human Resources department, of the names of the Plant Committee, and of any subsequent change in the names.

**34.03**

The Union Representative shall be permitted, during working hours, without loss of time or pay, to leave his/her regular duties for a reasonable length of time to investigate and settle grievances as well as deal with matters that could lead to a grievance. The Union representative will advise his/her supervisor and the other department or employee supervisor of anticipated time to transact such business. Permission to leave work will be granted within a reasonable period of time without undue delay. The Management may need a reasonable period of time to find a replacement. The Committee person shall report back to the Supervisor at the time he/she returns to work. For purposes of clarity, "Committee person" includes the "Plant Chairperson".

**34.04**

The members of the Plant Committee will be allowed paid time off the job for the purpose of a discussion under Step 1 of the Grievance Procedure.

**35 - WORK BY SUPERVISORS & STAFF**

**35.01**

- a) Generally speaking, work normally or historically performed by Bargaining unit employees, may be assigned to Management/Staff outside the bargaining unit as customer service needs arise.
- b) Without limiting the generality of the above, excluded employees may perform Bargaining unit work in the following circumstances:
  - a) in an emergency; or
  - b) in the instruction, training or replacement of employees who have been asked to work overtime and have chosen not to do so;
  - c) in the development of the method of operation;
  - d) in the development of prototypes;

- e) in the assessment and development of process improvement;
  - f) during break or lunch periods.
- c) In order to prevent disputes, Supervisors and staff members are expected to inform the Plant Chairperson and/or a Union representative when they have to perform work usually performed by employees covered by this Agreement.

#### **ARTICLE 36 - TRANSFERS**

##### **36.01**

- a) When Management will consider offering an opportunity to an employee to perform a position not covered by this Agreement, it will inform the Union representatives prior to the appointment.
- b) Employees who are or have been appointed or selected for a supervisory position, or for any position not subject to the provision of this agreement, will not be covered by the provisions of this Agreement.
- c) A senior employee transferred or appointed to a position outside the Bargaining unit will continue to accrue seniority during his/her trial period for a maximum of thirty (30) working days.
- d) If the employee is transferred back within his/her thirty (30) days trial period, the employee in the plant or department with the least seniority shall be the one replaced.
- e) Employees having been employed only in positions outside the bargaining agreement shall, if subsequently employed on a job covered by this Agreement, be considered new employees for the purpose of seniority.

**ARTICLE 37 - TECHNOLOGICAL CHANGE**

**37.01**

When PC World is considering the introduction of significant technological change affecting members of the Bargaining unit, the Union will be notified one hundred and twenty (120) days in advance of the introduction of such change and kept up to date as new developments arise and modifications are made.

**37.02**

PC World agrees to provide for a continuing consultation and cooperation with the Union in respect to relocation with the plant and/or retraining its employees who are displaced as a result of the introduction of new technology or modification of new equipment.

**37.03**

Where any such significant change is introduced, PC World will assume the reasonable cost of on-the-job training to afford Bargaining unit employees who are affected and required the opportunity to keep current with the technological changes that are affecting their work and job security. All those employees who have the basic knowledge and ability to be trained within a reasonable time frame will be offered this training. Whenever need for training is identified by PC World on the introduction of significant new technology, PC World will then determine the extent of training required, and the method of delivery.

**ARTICLE 38 - NEW JOB**

**38.01**

When a new job is created, PC World may assign an employee to such job for a period not to exceed thirty (30) days. It shall be the responsibility of Management to establish a wage rate and classification for such new job within twenty (20) days of commencement of the new job. PC World agrees to discuss with the Committee and provide all such data used to arrive at the new classification and rate. If the Committee and PC World fail to agree on

the new rate of classification for such new job, a policy grievance may be filed. The arbitrator will have the authority to set the new wage rate and classification and award redress.

New jobs shall be posted within thirty (30) days of start up, and experience gained as a result of temporary assignment will not be considered as qualification on the posting. The regular job posting procedures will otherwise apply.

#### **ARTICLE 39 - EQUIPMENT AND TOOLS/ SKILLED TRADES**

##### **39.01**

PC World agrees to continue to supply all necessary tools and equipment as per its present practice.

##### **39.02**

PC World agrees to maintain its present policy regarding tools and subsidies to trades persons.

##### **39.03**

PC World agrees to consult with qualified trades persons on the purchase of such tools and equipment.

#### **ARTICLE 40 - PROTECTIVE CLOTHING**

##### **40.01**

Upon a seniority employee providing a receipt, PC World will provide seventy-five dollars (\$75.00) per calendar year towards the cost of safety shoes where such shoes are required by PC World. Where the required safety shoes have become non functional for work-related reasons, PC World will provide a second pair per year. (In January, 2000, PC World will provide eighty dollars [\$80.00] per calendar year.)

**40.02**

PC World will provide three (3) smocks to operators that are not required to wear protective clothing. Where employees are required to work with hazardous chemicals, protective clothing will be provided.

**40.03**

PC World will provide 5 uniforms (shirts and pants) to employees working in Maintenance and working stations with hazardous chemicals. Uniforms will be distributed on or before the following dates: February 1, 1999, August 1, 2000, December 31, 2001.

**ARTICLE 41 - NEW EMPLOYEE ORIENTATION**

**41.01**

PC World agrees the Union representative will be given an opportunity to interview each new employee within regular working hours with no loss of pay, for a maximum of ten (10) minutes sometime during the first thirty (30) days of employment for the purpose of acquainting the new employees with the benefits and duties of Union Membership and the employees responsibilities and obligations to the employer and the Union.

**41.02**

The employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security dues Check-off. A new employee shall be advised of the name and location of his/her Union representative.

**ARTICLE 42 - SUPPORT & DISCIPLINE**

**42.01**

As outlined in previous Articles of this Agreement, employees are expected to provide a satisfactory performance by making efforts in order to support the continuous improvement of their Company. PC World is committed in

providing assistance to its employees that may have to improve their performance.

**42.02**

Management and Supervisors will always use first a support process in order to obtain satisfactory performance from all employees. In trying to identify causes and solutions when an employee is not providing a satisfactory performance, Management and Supervisors will invite Union representatives to participate in the development of an action plan for the employee.

**42.03**

It is agreed that when an employee has been identified as providing an unsatisfactory attendance, he/she will be informed through his/her action plan that he/she will not be paid overtime when not completing forty (40) hours of work in his/her standard work week until he/she has shown a satisfactory improvement and his/her attendance is equivalent to the rest of the employees. It is agreed that when the application of this Article seems to be unfair and unreasonable, the employee or the Union representative may grieve under Article 12.

**42.04**

When the action plan developed during the support process has not been successful and the employee has not demonstrated a satisfactory improvement, Supervisors will use a disciplinary process.

**42.05**

When an employee is to receive a disciplinary action, the Plant Chairperson and his/her Union representative will be invited to the meeting. A copy of any written discipline will be given to each participant in the meeting.



**42.06**

An employee who has been discharged shall have the right to interview his/her Union representative in a suitable place for a reasonable period of time before leaving the plant, unless the continued presence of that employee poses a danger to the facility or any of its employees.

**42.07**

No written disciplinary action will be used against an employee for a period longer than twelve (12) months. A claim by an employee who has completed the probationary period that he/she has been disciplined without just cause will be treated as a grievance as described in Step 3 of the Grievance Procedure (Article 12).

**ARTICLE 43 - HEALTH AND SAFETY**

**43.01**

PC World will make adequate provisions for the safety and health of all employees during the hours of employment.

**43.02**

PC World will make every effort to comply in a timely manner with all applicable legislation pertaining to occupational health and safety.

**43.03**

PC World and the Union jointly agree to promote measures to ensure the health and safety of all employees.

**43.04**

The parties agree to set up a Health and Safety Committee comprised of three (3) members selected by the Union and three (3) members representing and selected by PC World, and this Committee will continue to function as set out in the "Occupational Health and Safety Act" on December 1, 1996.

### **43.05**

PC World will pay for the certification of one (1) member of the Health and Safety Committee during the life of this Agreement, or for comparable training if certification is no longer required and this individual will be elected by the Bargaining unit.

## **ARTICLE 44 - VACATION**

### **44.01**

- a) Each employee with less than one (1) year seniority will receive 4% of their gross earnings.
- b) One (1) year but less than five (5) years seniority, two (2) weeks vacation with 4% of their gross earnings.
- c) Five (5) years seniority but less than ten (10) years seniority, three (3) weeks vacation with 6% of their gross earnings.
- d) Greater than ten (10) years seniority, four (4) weeks vacation with 8% of their gross earnings.
- e) It is understood that the methodology of calculation for vacation pay cannot cause an employee to receive less than his/her vacation entitlement.
- f) When an employee has been laid-off but has completed ten (10) months of work during his/her vacation year, he/she will receive the applicable % of their gross earnings, or the equivalent in number of days, whichever is greater.
- g) Employees who were off work due to involuntary circumstances such as:
  - an employee who has been on short and long-term disability;
  - an employee who has been on maternity leave;
  - an employee who has been injured through an accidentwill receive their vacation entitlement in line with their seniority.

### **44.02**

It will be mandatory for an employee to take his/her first two (2) weeks of vacation within the twelve (12) month vacation period. Any additional vacation shall be taken within the same vacation year or the employee may

decide to forego any additional vacation, and instead, receive only their vacation pay.

**44.03**

The term "total earnings" does not include the previous years vacation pay.

**44.04**

The vacation year shall run from July 1st, to June 30th.

**44.05**

A vacation calendar will be posted from April 1st through April 30th for eligible employees to indicate their vacation preference. Vacation time will be granted according to each employee's preference and department seniority status consistent with the efficient operation of the department. Company response will be provided by May 31st.

**ARTICLE 45 - HOLIDAY PAY PLAN**

**45.01**

For the purpose of this agreement the following days are paid holidays:

|                         |                         |
|-------------------------|-------------------------|
| New Years Day           | January 1               |
| Victoria Day            | Good Friday             |
| Civic Day               | Canada Day              |
| Thanksgiving Day        | Labour Day              |
| Christmas Day           | December 24th (1/2 Day) |
| December 31st (1/2 Day) | Boxing Day              |

All holidays shall be set out in the Agreement and shall be celebrated on a regular work day, Monday through Friday.

**45.02**

An employee will be paid for a holiday provided he/she works his last scheduled shift on the working day which immediately precedes and his/her first scheduled shift on the working day which immediately follows such

holiday unless the absence is due to a satisfactory reason or unless the employee has been laid off within fifteen (15) days prior to the holiday.

**45.03**

Employees who are requested to work on such holidays shall be paid two (2) times the regular hourly rate for all hours worked plus holiday pay.

**ARTICLE 46 - BENEFITS**

**46.01**

PC World agrees to maintain its current benefit program for the duration of the Collective Agreement, with the following exceptions:

- a) Dental plan examinations will be every nine (9) months.
- b) Physiotherapy - a cap of \$500.00 for physiotherapy treatment when the needs arise out of an auto accident.
- c) Prescription drugs - the coverage for prescription drugs will require substitution of generic drugs for proprietary drugs where available, unless the doctor specifies a proprietary drug.

**ARTICLE 47 - WAGES**

**47.01**

See "Wages Structure" schedule.

**47.02**

An employee who has been a former employee at PC World, may be hired at the six (6) month or twenty-four (24) month rate of pay, depending on his / her experience.

**47.03**

An employee who has been laid-off will have to accumulate:

- 1000 hours to receive the six (6) month rate of pay
- 3500 hours to receive the twenty-four (24) month rate of pay

- 5000 hours to receive the thirty-six (36) month rate of pay

#### **ARTICLE 48 - PAY EQUITY**

##### **48.01**

The Union and PC World agree the existing Pay Equity Plan meets the requirements of the legislation.

#### **ARTICLE 49 - NATIONAL DAY OF MOURNING**

##### **49.01**

PC World agrees to allow employees one (1) minute of silence at 11:00 a.m. on April 28th of each year in observance of those workers killed on the job.

#### **ARTICLE 50 - CONTINUOUS                      EME** **REPRE**

##### **50.01**

In its efforts to continuously improve the quality of its operations, PC World may want to involve some employees to play an active role in its continuous improvement process. Training, production scheduling, materials issues, scrap reduction, cleanliness, preventive maintenance are identified as examples of additional responsibilities that may be taken care by a Continuous Improvement representative in a work area.

##### **50.02**

When a need for a Continuous Improvement representative arises, the Union representatives will be invited to propose suitable applicants for consideration.

##### **50.03**

Employees who are assigned as Continuous Improvement representatives will be assigned for a period of six (6) months. Once the six (6) month period is completed, the Union representatives will be invited to make an assessment and propose changes if required. However, if an employee is

not meeting the expectations, he/she may be removed before the period of six (6) months.

**50.04**

A Continuous Improvement representative may be assigned to take care of one working area or for more than one working area for activities to take place over a twenty-four (24) hour period.

**50.05**

An employee who is assigned as Continuous Improvement representative for one working area will receive **\$125.00** per month.

An employee who is assigned as Continuous Improvement representative for more than one working area will receive **\$175.00** per month.

**ARTICLE 51 - DURATION OF AGREEMENT**

**51.01**

This Agreement shall become effective on the eighth (8th) day of January, **1999** and shall continue in effect up to and including January **7, 2002**.

**51.02**

Either party desiring to renew or amend this Agreement may give notice in writing of its intentions during the last ninety (90) days of the operation of this Agreement.

**51.03**

If notice of intention to renew or amend is given by either party pursuant to the provisions of Article **51.02**, such negotiations shall commence not later than fifteen (15) days after such notice is given, or soon thereafter as is mutually agreeable.

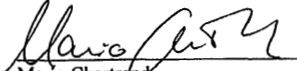
**51.04**

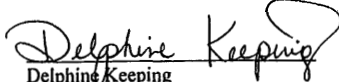
PC World asserts that its correct name is "PC World, a Division of Circuit World Corporation. PC World expressly acknowledges that the Union has relied on this assertion.

Signed at Toronto, this 15th day of February, 1999.

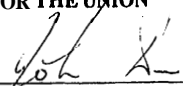
**FOR PC WORLD**

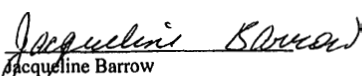
  
\_\_\_\_\_  
John Bartkiw  
Director, Investor Relations

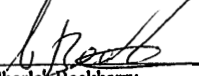
  
\_\_\_\_\_  
Mario Chartrand  
Director, Continuous Improvement

  
\_\_\_\_\_  
Delphine Keeping  
Human Resources Administrator

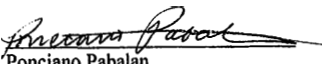
**FOR THE UNION**

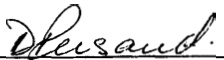
  
\_\_\_\_\_  
John Ali  
President - CAW Local 124

  
\_\_\_\_\_  
Jacqueline Barrow  
Union Representative

  
\_\_\_\_\_  
Charles Beckharry  
Union Representative

  
\_\_\_\_\_  
Charanjit Grewal  
Union Representative

  
\_\_\_\_\_  
Ponciano Pabalán  
Union Representative

  
\_\_\_\_\_  
Deonarine Persaud  
Plant Chairperson



February 15, 1999

LETTER OF UNDERSTANDING NO. 1

Between  
PC WORLD, A DIVISION OF  
CIRCUIT WORLD CORPORATION  
and  
NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND  
GENERAL WORKERS UNION OF CANADA  
AND ITS LOCAL 124


Notwithstanding the salary ranges established in Article 47, employees whose current wage rate exceeds these ranges will maintain their current rate for the duration of the Agreement and will receive a quarterly lump sum of \$175.00 on or before every March 31, June 30, September 30 and December 31.

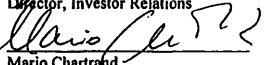
All employees getting an increase as a result of the implementation of the wage structure, but who will receive an inferior amount than the quarterly lump sum of \$175.00 (for an annual sum of \$700.00) will receive the difference as a quarterly lump sum. Example: Mrs. X receives \$0.10 through the new wage structure. \$0.10 equals \$208.00 annually so Mrs. X will receive \$492.00 annually or \$123.00 as a quarterly lump sum to get the equivalent of \$700.00.

All employees affected negatively by the implementation of the shift premiums structure will receive an equivalent amount as a quarterly lump sum for each year of this Agreement. Example: Mr. Smith received \$1.00 shift premium and will now receive \$0.75. The loss of \$0.25 (\$520.00 annually) will be paid by a quarterly lump sum of \$130.00 (\$130.00 x 4 = \$520.00).

Signed at Toronto, this 15th day of February, 1999.

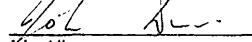
FOR THE COMPANY

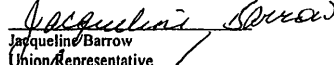
  
John Barikiv  
Director, Investor Relations


  
Mario Chartrand  
Director, Continuous Improvement

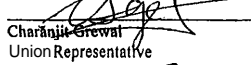
  
Delphine Keeping  
Human Resources Administrator

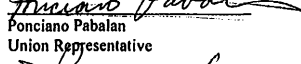
FOR THE UNION:

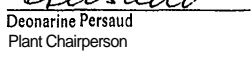
  
John Ali  
President - CAW Local 124

  
Jacqueline Barrow  
Union Representative

  
Charles Beekharry  
Union Representative

  
Charanjit Grewal  
Union Representative

  
Ponciano Pabalan  
Union Representative

  
Deonarine Persaud  
Plant Chairperson

# Wage structure & classification

## Manufacturing Gr

### Group 1

AOI  
Oxide  
Soldermask/exp/dev  
Inner Layer Image  
Des/Etch/Strip (DES)  
Lamination  
Outer Layer Image  
Strip/Etch/Strip  
HASL  
Receiving  
Shipping  
Clean Layers/pumice  
Photolab  
Inspection  
Electroless  
Electrical verification  
Micro-section

### Group 2

CNC Drilling  
Routing machine  
Nickel/gold finger plating  
Copper/Tin/Tin lead  
Facilities Cleaner

### Group 3

Silk/screening

## Maintenance Group

### Group 4

Mechanics

## Wages structure - Manufacturing Group

### Group 1

| <u>Effective on:</u> | <u>Trainee</u> | <u>Six months</u> | <u>24 months</u> | <u>36 months</u> |
|----------------------|----------------|-------------------|------------------|------------------|
| January 08, 1999     | \$9.25         | \$10.00           | \$10.90          | \$11.90          |
| January 08, 2000     | \$9.50         | \$10.30           | \$11.25          | \$12.25          |
| January 08, 2001     | \$9.75         | \$10.65           | \$11.60          | \$12.65          |

### Group 2

| <u>Effective on:</u> | <u>Trainee</u> | <u>Six months</u> | <u>24 months</u> | <u>36 months</u> |
|----------------------|----------------|-------------------|------------------|------------------|
| January 08, 1999     | \$ 9.75        | \$10.50           | \$11.40          | \$12.40          |
| January 08, 2000     | \$10.00        | \$10.80           | \$11.75          | \$12.75          |
| January 08, 2001     | \$10.25        | \$11.15           | \$12.10          | \$13.15          |

### Group 3

| <u>Effective on:</u> | <u>Trainee</u> | <u>Six months</u> | <u>24 months</u> | <u>36 months</u> |
|----------------------|----------------|-------------------|------------------|------------------|
| January 08, 1999     | \$10.25        | \$ 11.00          | \$ 11.90         | \$12.90          |
| January 08, 2000     | \$10.50        | \$ 11.30          | \$ 12.25         | \$13.25          |
| January 08, 2001     | \$10.75        | \$ 11.65          | \$ 12.60         | \$13.65          |

## Wage structure- Maintenance Group

### Group 4

| <u>Effective on:</u> | <u>Trainee</u> | <u>6 months</u> | <u>18 months</u> | <u>36 months</u> |
|----------------------|----------------|-----------------|------------------|------------------|
| January 08, 1999     | \$16.00        | \$ 18.00        | \$ 19.00         | \$ 20.00         |
| January 08, 2000     | \$16.50        | \$ 18.50        | \$ 19.50         | \$ 20.60         |
| January 08, 2001     | \$17.00        | \$ 19.00        | \$ 20.00         | \$ 21.20         |