

COLLECTIVE AGREEMENT

UNTIL MARCH 31ST, 2012

between

**MacDonald, Dettwiler and Associates Corporation
(formerly MDA Space Inc.)
21025 Trans-Canada Highway
Ste-Anne-de-Bellevue, Quebec
H9X 3R2**

hereinafter referred to as "the company"

and

COMMUNICATION, ENERGY AND PAPER WORKERS LOCAL 508-1 (CEP)

hereinafter referred to as "the union".

The French version of this collective agreement is the official one.

10742 (05)

TABLE OF CONTENTS

Articles	<i>page</i>
Article 1 – Purpose of the collective agreement.....	1
Article 2 – Scope and recognition.....	1
Article 3 – Management rights.....	2
Article 4 – No discrimination.....	3
Article 5 – Union representation.....	3
Article 6 – Union security.....	6
Article 7 –Grievance procedure.....	8
Article 8 – Seniority.....	10
Article 9 – Discipline.....	16
Article 10 – Health and safety.....	17
Article 11 – Job security.....	18
Article 12 – Salary Rates and jobs.....	19
Article 13 – Cost-of-living adjustment in pay.....	20
Article 14 – Hours of work, shift work and overtime.....	20
Article 15 – Statutory holidays.....	23
Article 16 – Annual vacations.....	24
Article 17 – Leave of absence.....	26
Article 18 – Miscellaneous allowances and field assignments.....	28
Article 19 – Social security.....	31
Article 20 – Performance Review.....	32
Article 21 – Duration and renewal.....	32
Appendix A – Salary Rates.....	35
Appendix A – Salary Rates.....	36
Appendix A – Salary Rates.....	37
Appendix A-1 – Salary Administration.....	38
Appendix A-2 – Job Classifications and Descriptions.....	42
Appendix B – Sick Leave.....	44
Appendix C – Group Insurance Plans.....	46
Appendix D – Supplementary Unemployment Insurance Benefits.....	57
Appendix E – Pension Plan.....	58
Appendix F – Separation Pay.....	60
Memorandum of Agreement #1 – Sexual Harassment.....	61
Memorandum of Agreement #2 – Maternity Leave.....	62
Memorandum of Agreement #3 – Tuition Refunds.....	65
Memorandum of Agreement #4 – Smoking Room.....	66
Memorandum of Agreement #5 – Employment Equity.....	67
Memorandum of Agreement #6 – Supernumerary Employees and Student Trainees.....	68
Memorandum of Agreement #7 – Flexible Working Hours.....	71
Letter of Agreement #1 – Solidarity Fund.....	74
Letter of Agreement #2 – Meeting Room.....	75
Letter of Agreement #3 – Mobility Among the Space and Technology Group Sites.....	76
Letter of Agreement # 4 - Reduced workweek at the Company's request.....	76

Letter of Agreement #5 - Deferred Compensation Leave.....	78
Letter of Agreement #6 – Job Opportunities.....	81
Delete.....	82
Letter of Agreement#8 – On Call Premium.....	83
Memorandum of Agreement on article #11–Job security.....	84
Topical Index.....	84

Article 1 – Purpose of the collective agreement

- 1.01 The purpose of this agreement is to promote harmonious relations between management and its employees represented by the union, to establish and maintain salary rates and employment and working conditions that are fair and equitable for all, and to provide a prompt and fair way of settling any grievances that may arise between the parties hereto.

Article 2 – Scope and recognition

- 2.01 This agreement covers all employees in the following bargaining unit:

"All employees within the meaning of the Labour Code, save and except production employees, maintenance employees, non-resident technicians, personnel department employees, security guards, nurses, sales representatives, auditors, tax specialists, information systems personnel superior in grade and responsibility to systems analysts (programmer 3) and senior systems analysts, secretaries to the President, to a Vice-president, to directors, to managers reporting directly to the President or a Vice-president, to the Company Secretary, to the Assistant Company Secretary, to lawyers hired as legal counsel, and to Financial Operations and Control Managers, and employees already covered by another certification order."

Location covered by this agreement:

21025 Trans-Canada Highway
Sainte-Anne-de-Bellevue(Quebec)
H9X 3R2

- 2.02 Management hereby recognizes the union as the exclusive bargaining agent for all employees included in the bargaining unit, in accordance with the Quebec Labour Code.
- 2.03 When one or both parties to this agreement waives its right to use any of the provisions in this agreement, such a decision shall not constitute a precedent for the future application of the provisions herein, unless both parties agree otherwise.
- 2.04 Any provision in this agreement that violates provincial or federal legislation shall be deemed null and void, without affecting the validity of the other provisions herein.

In the event that one or more provisions of this collective agreement are less than the relevant provincial or federal legislation, the legislative provisions shall become an integral part of this collective agreement when the section or sections of the relevant legislation is or are proclaimed.

Article 3 – Management rights

- 3.01** Subject to the express provisions of this agreement, the union recognizes that the supervision, management, operations and control of the business and operations of its plants are the exclusive responsibility of the company.

The company is also responsible for maintaining discipline and taking disciplinary action against employees, including suspension and discharge, for just and sufficient cause.

- 3.02** The union recognizes that the company has the right to adopt, amend or rescind any reasonable rule to be obeyed by employees, insofar as such rules do not conflict with the provisions of this collective agreement.

Employees concerned shall be informed of any new rules as they are introduced, and the union shall receive a copy of existing and future rules.

- 3.03** The union recognizes that the company has certain security obligations in its contracts with the government and agrees that nothing contained in this agreement is intended to place the company in violation of its security obligations to the government.

In the event that the Security Service Branch, Public Works and Government Services Canada, or any other agency of the Federal Government of Canada responsible for security regulations advises the company that an employee is restricted from work on or access to classified information or material, that employee shall be kept on in a job that does not involve security restrictions, insofar as the conditions set out in article 8.11 permits.

As required, the company shall provide to all current and new employees who completed their probation period the application forms for security clearance. It is the responsibility of the employee to return the duly completed form as soon as possible to Human Resources who will forward it to Public Works and Government Services Canada.

Article 4 – No discrimination

- 4.01 The parties agree that neither the company nor the union and/or their representatives shall exercise any discrimination, coercion, intimidation or harassment against employees for any reasons whatsoever. Every person is entitled to full and equal recognition and exercise of human rights and freedoms without distinction, exclusion or preference on the basis of race, colour, sex, pregnancy, sexual orientation, civil status, age except as provided for in law, religion, political convictions, language, ethnic or national origin, social condition, a handicap or the use of any means to offset a handicap.
- 4.02 It is agreed that the use of the masculine in this agreement includes the feminine, should the case arise.

Article 5 – Union Representation

- 5.01 The Company recognizes the following officers as representatives of the Union: the Officers (4), the Grievance and Bargaining committee (3). The 3 representatives of the Grievance and Bargaining Committee are the same.
- 5.02 Delete
- 5.03 The Union agrees to notify Company Management of the names of the Union Officers, of the members of the Union Grievance and Bargaining Committees, and of the Union Representatives if need be, as well as of any changes that may take place from time to time.
- 5.04 (a) For layoff purposes the four (4) Union officers will be considered as having the most seniority in the Company.
- (b) Layoffs will be carried out as follows: Vice Presidents, Secretary/Treasurer, President.
- 5.05 (a) Committee members and Union Officers will be expected to perform their regular duties efficiently and will not leave or otherwise interrupt their regular duties to attend to Union business without first obtaining the permission of the immediate supervisor, or his designated representative, indicating the reason and the approximate time required. Such permission shall not be unduly denied. Union business, as mentioned in this clause, is defined as: handling of grievances (as per article 7), meetings as per the Grievance Procedure, arbitration proceedings, negotiation sessions and conciliation proceedings, and internal parity committees.

- (b) The Company may grant an unpaid leave of absence to a maximum of two (2) Union members to prepare for arbitration proceedings.
- (c) The Company may grant an unpaid leave of absence to a maximum of two (2) Union Officers to attend to the Local Unit administration.
- (d) The written request must be submitted to the immediate supervisor at least one (1) week ahead of time for absences covered in b) and c).

5.06 The Company will compensate such employees at their base hourly rate for time spent during their regular working hours in the handling of grievances and in attending meetings of the Grievance Committee. Furthermore, the Company will compensate the Union's representatives on the Grievance Committee, not exceeding three (3) in number, at their base hourly rate for time taken during their regular working hours to attend arbitration hearings in connection with filed and unsettled grievances.

5.07 The Company agrees to pay a maximum of three (3) members of the Bargaining Committee at their base hourly rate for time taken during the regular hours to negotiate a Collective Agreement and attend Conciliation Board hearings.

The Company will grant an unpaid leave of absence of eight (8) days maximum to each of the members of the Bargaining Committee for the preparation of the renewal of this agreement. This authorized leave of absence shall be requested within one hundred and twenty (120) days prior to the termination of the collective agreement.

5.08 The Company shall grant leaves of absence to representatives of the local section in order to attend the following:

- 1) Union Conventions;
- 2) Regional meetings of CEP Quebec;
- 3) Training sessions offered by the Union
- 4) conference, seminars or delegations.

Such request must be made in writing at least two (2) weeks in advance by the Union. The number of employees to be granted such leave shall not exceed two (2).

With regards to training sessions, leave shall be granted in accordance with the provisions of this article.

When the occasion arises where two (2) employees are requested to attend a Union convention, the request will not be unduly denied.

The total number of leaves of absence provided in this paragraph cannot exceed fifty (50) days per collective agreement year.

- 5.09 Upon request by the Union, the Company shall not refuse, without valid reasons, a leave of absence for one (1) employee who may be replaced and who would become a full-time worker of the CEP, the FTQ or the Solidarity Fund. Such leave of absence shall not exceed one (1) year but may be renewed by mutual agreement. Continuity of service and seniority rights shall be maintained to such employees while they are on authorized leave.

The company deducts on each actual employee's salary, upon his/her agreement, an amount of two cents (\$0.02) per base hour worked towards the CEP Humanity Fund. The agreement is valid for the entire term of the collective agreement.

All new employees have the opportunity to subscribe to the Humanity Fund in which case their agreement is valid for the entire term of the collective agreement.

The company contributes two cents (\$0.02) per worked hour for and on behalf of each employee who subscribes to the CEP Humanity Fund. The deductions at source and the company's share are remitted annually to the registered organization such as the CEP Humanity Fund, during the month of January following the base year.

The company indicates the amounts paid to the Humanity Fund on the employee's Relevé-I and T-4 forms.

- 5.10 For all leaves of absence without pay authorized for Union duties, granted under paragraphs 5.04, 5.06, 5.07 and 5.08 of this Collective Agreement, Management shall pay the salaries at the base hourly rate for every hour of such leaves and the Union shall reimburse such salaries to Management upon receiving an invoice from Management. Every three months, Management shall send a claim to the Union, on the first Monday or no later than the 15th of the current month, for the hours due within such period, i.e. April 1st to June 30th, July 1st to September 30th, October 1st to December 31st, and January 1st to March 31st. The Union shall reimburse the amount due within a maximum period of ninety (90) days of receiving the claim. During such authorized leaves, rights related to seniority, service continuity and social benefits shall continue.

- 5.11** a) Any union leave request as per clauses **5.04 a)**- except with respect to the handling of grievances (as per article 7), meetings as per the Grievance Procedure, - **5.04 b)**, **5.04 c)**, 5.06 and 5.07 shall be submitted to the immediate supervisor, on the Company form provided for this purpose.
- b) The company must reply within two **(2)** working days following any leave request submission in accordance with articles **5.04 a)**, **5.04 b)** and 5.06. Should the employer refuse the request, a leave shall be granted within three (3) working days following the requested release date.

Bulletin Boards

- 5.12** The Company will provide, for union purposes, three (3) bulletin boards located in the Sainte-Annede-Bellevue facility, and the Union undertakes not to post anything on the boards without first obtaining the approval of the Human Resources department. The Company shall post Union notices, signed by individuals duly authorized by the Union, on the bulletin boards provided for this purpose within twenty-four **(24)** hours of the posting request.

Article 6 – Union Security

- 6.01** All employees must be members of the Union as a condition of employment. Upon hiring, the Company shall have new employees complete the Union membership card. Any new employee is introduced to a union representative within a week of hiring.
- 6.02** During the term of this agreement, the Company agrees to deduct, on each pay period, union dues and initiation fees on the salary of each member of the union.
- 6.03** Such monies, together with a detailed list of such deductions, shall be remitted monthly by cheque payable to the Communication, Energy and Paper Workers, at the latest fifteen (15) working days following the month that such deductions were made.
- 6.04** The electronic list must contain the following information: the employee's number, name, classification, salary rate, social insurance number and the reasons why the checkoff has not been deducted from the employee's pay. In addition, management shall include on the individual T-4 and Relevé-I forms, or any other equivalent form, the total amount of Union dues deducted during the fiscal year.
- 6.05** The Union shall inform management in writing of the amounts of the Union dues and initiation fees, in conformance with the rules and regulations of the

Union. Any modification to this amount shall be effective within thirty (30) days of receipt of this notice by management.

The Union agrees that the Company shall be indemnified and saved harmless from all deductions and payments so made for the Union.

6.06 Management shall supply each employee with a copy of this agreement, and the union with thirty (30) copies. These copies shall be published in booklet form.

6.07 When the collective agreement is signed, and subsequently on the first (1st) of each month, management shall provide the union with the following lists of all employees in the bargaining unit in an Excel format:

- a) a list of all employees, in alphabetical order, with their:
 - names;
 - addresses;
 - telephone numbers;

- b) a seniority list, sorted by seniority in each grade, with the:
 - names;
 - employee numbers;
 - seniority dates in "date" format;
 - classification numbers;
 - job title;
 - bi-weekly salary;
 - department;
 - draw;
 - level;
 - immediate supervisor (first level).

6.08 Management shall send the union a copy of all notices posted on the company's official bulletin boards that have a direct impact on employees' working conditions.

6.09 All documents to be transmitted to the union pursuant to this agreement shall be deposited in a box labeled as such in the Human Resources Department.

6.10 a) When the company changes the organization of management in a way that affects members of the bargaining unit, it shall advise the union in writing as the changes occur, so that there can be no doubt as to the lines of management for these employees.

b) The company will provide the union with written notices for all hirings, rehiring, lay-offs, dismissals, resignations, suspensions, transfers, promotions

and recalls of employees, including supernumerary employees, and the term of their assignment, as well as notices regarding rate changes. This information and any other communication to the union will be delivered to the president of the union local.

- 6.11 The company makes available an email communication system to disseminate general information to the members by the union officers. These communications must be approved before distribution as stipulated in article 5.11.

Article 7 – Grievance procedure

- 7.01 The parties agree that any disagreement regarding the interpretation or the application of this collective agreement constitutes an arbitrable grievance within the meaning of the Labour Code and shall be discussed, submitted and settled, during working hours, in accordance with the following procedure.

- 7.02 The employee shall discuss his grievance with his immediate supervisor so as to give the latter the opportunity to settle it. The employee may or may not be accompanied by his steward.

In the event that the response of the immediate supervisor is not satisfactory, the employee may prevail himself of the first step.

- 7.02.1 *First Step:* the Union will have the employee sign a grievance form to be submitted to the immediate supervisor within twenty-eight (28) working days of the event giving rise to the grievance or following the day that the employee or the Union becomes aware of it.

The immediate supervisor shall reply in writing within five (5) working days of receiving the grievance.

In the event that the reply from the immediate superior is not satisfactory, the Union may prevail itself of the next step.

- 7.02.2 *Second Step:* Within five (5) working days of receiving the response of the immediate supervisor at the previous step, the grievance will be submitted to the Human Resources department, which shall convene both parties to a meeting held within ten (10) working days. The national representative for the Union may be invited to the meeting upon request from one of the parties. The Human Resources department shall issue a written response within fifteen (15) working days of such meeting.

In the event that the response from the Human Resources department is not satisfactory, the Union may prevail itself of the next step.

- 7.02.3 Third Step: Within thirty (30) working days of receiving the response from the Human Resources department provided in 7.02.2, the Union shall submit the grievance in writing to arbitration. A copy of the arbitration request shall be provided to the Human Resources department and shall include the name of the arbitrator proposed by the Union.
- 7.03 If the grievance involves a number of employees from the same department or from different departments, or if the grievance involves the selection of candidates to a vacant position, a suspension, a discharge or any other form of termination, the Union must file the grievance directly at the second step (7.02.2) within twenty-eight (28) working days of the event giving rise to the grievance or following the day the employee or the Union becomes aware of it.
- 7.04 All agreements reached at any step of the grievance procedure shall be final and binding on the Company, the employee or employees concerned, and the Union. Such agreements shall be confirmed in writing between the parties.
- 7.05 Both parties shall try to agree on the choice of an arbitrator within fifteen (15) days following the arbitration request. The arbitrator must be able to hear the grievance(s) submitted to him within a period of five (5) months of filing the grievance to arbitration. If the two (2) parties agree, the accelerated arbitration procedure offered by the CRT can be used.
- 7.06 The parties agree to include in the collective agreement a list of mutually selected arbitrators and to submit to them all grievances submitted to arbitration on a rotation basis according to their availability.
- 7.07 The parties will endeavour to hasten the arbitration process.
- 7.08 During arbitration, the parties may have the assistance of the employee or employees concerned and any necessary witnesses, and all reasonable arrangements will be made give the arbitrator access to the Company's premises to view disputed operations and to confer with the necessary witnesses.
- 7.09 The arbitrator may only interpret or apply the provisions of the collective agreement and may not under any circumstances add to, remove from or amend the said agreement. When the incident giving rise to the grievance entails a loss of earnings and/or other benefits, the arbitrator shall have jurisdiction to order that such a loss be reimbursed or made good in whole or in part. He may further order the payment of interest at the legal rate on the amounts due pursuant to his award when the grievance was filed. In case of discipline, discharge or any other form of termination of employment, the

arbitrator shall have the power to uphold, reduce or cancel the penalty, as he deems fair and equitable under the circumstances.

- 7.10 Subject to the provisions of clause 7.14, no grievance shall be rejected for reasons of defect in form or technical irregularity.
- 7.11 In cases of disciplinary actions or administrative discharge, the burden of proof shall lie with the Company.
- 7.12 The arbitrator's decision shall be rendered within thirty (30) days of the hearing, and such decision shall be final and binding.
- 7.13 The arbitrator's expenses and fees shall be borne jointly.
- 7.14 The time limits and the steps provided in this clause are mandatory, unless the parties agree otherwise in writing. A time limit mentioned at the various steps of the procedure shall start on the working day which follows the date of the event giving rise to the grievance, or that the Union becomes aware of it. By mutual consent, the time limits provided in clauses 7.02.1 to 7.02.3, 7.03, 7.05 and 7.12 may be extended.

Article 8 – Seniority

- 8.01 For the purposes of this agreement and unless stipulated otherwise herein, "seniority" shall mean the length of service in the bargaining unit.
- 8.02 An employee shall acquire seniority rights as of the date he completes sixty (60) days of continuous work in the bargaining unit. At the end of this probationary period, his seniority shall be calculated retroactively to his date of hiring in the bargaining unit. The grievance procedure shall not apply in case of termination during the probationary period.
- 8.03 When an employee with acquired seniority rights is absent from work on a leave of absence, disciplinary suspension or for illness or an accident, his seniority shall continue to accumulate unless stipulated otherwise elsewhere in this collective agreement. During these periods, he shall be deemed to be the incumbent of a job in his classification. Upon returning to work, he shall resume this job. However, an employee absent for any of the above mentioned reasons for a period of six (6) months or more shall be reinstated in a job when he returns to work.
- 8.04 When an employee is laid off, he shall continue to accumulate seniority for as long as his name appears on the recall list.

- 8.05 When an employee is transferred to a job excluded from the bargaining unit for a cumulative period of twelve (12) months, his seniority shall be interrupted but not lost unless both parties agree otherwise. When the maximum cumulative period is over, his seniority is lost.
- 8.06 The seniority list of all employees currently in the bargaining unit has been approved by both parties and may not be changed except as stipulated in this article.
- 8.07 When two or more employees have the same seniority date, their names shall appear on the seniority list in the order determined by drawing lots, to be done in the presence of the union.
- 8.08 An employee shall lose his seniority rights, his service and his job:
- a) When he resigns from his job.
 - b) When he is discharged for just and sufficient cause and when this measure is not cancelled or modified by the parties or an arbitrator.
 - c) When he fails, except as stipulated in Appendix "B", paragraph d), to advise management within three (3) working days of his intention to report to work and when he fails to report to work within fifteen (15) working days of adequate recall notice sent by management to his last known address on record in company files; copy of such notice must be given simultaneously to the union; the provisions of this article shall not apply when the employee provides a satisfactory reason for not having informed management of his intention to report for work or not having reported for work within the time required.
 - d) When he has been laid off for lack of work for a period of time equal to his seniority at the time such layoff begins, up to a maximum of thirty-six (36) consecutive months. An employee who has lost his seniority following a layoff for lack of work, for a period exceeding his recall rights as defined under this paragraph, shall recover his seniority established within the bargaining unit at the date of his layoff if he is employed again by the Company within the bargaining unit for one (1) year of uninterrupted work.
 - e) When he is absent from work for more than three (3) consecutive working days, without permission or without providing the company with a satisfactory reason for his absence. Any decision by management may be contested in accordance with the grievance procedure.

8.09 When employment is terminated for reasons other than discharge, the company must give the employee minimum notice to this effect or, failing such notice, the equivalent pay, according to the schedule below:

Length of continuous employment when laid-off	Minimum Layoff Notice
Probation completed but less than five (5) years	Two (2) weeks
Five (5) years but less than ten (10) years	Four (4) weeks
Ten (10) years or more	Eight (8) weeks

The minimum notice required may be extended by the company for a maximum duration of time equal to the minimum notice.

A copy of this minimum notice or any extension must be sent to the union at the same time.

If the minimum notice is extended by the Company and if, afterward, its operational needs require that the layoff take effect sooner than expected, the employee and the Union will be advised verbally at least five **(5)** working days in advance. No other written notice will be issued.

The company shall inform the union in writing of any imminent layoffs.

Employees who wish to resign from the company must give a *two* (2) week notice.

8.10 When a staff reduction is necessary in a department, the employee who has not yet acquired seniority rights shall be the first to be laid off in the classification affected by the reduction.

If there is a further reduction in staff in a department, the employee with the least seniority in the classification affected shall then be laid off, unless the employees remaining at work lack the abilities and skills to meet the normal requirements of the work to be done.

8.11 When an employee receives a layoff notice, he shall have the following choices:

- 1) He shall be entitled to accept the layoff and have his name entered on the recall list. In this case, the provisions of the Unemployment supplemental benefits program shall apply as provided for in Appendix **D** of the collective agreement.
- 2) He shall be entitled to another job on the following conditions and in the following order:

- a) To fill a vacancy in the same pay grade, provided that he is or becomes capable of doing the necessary work during the trial period the length of which is equal to that provided for in article 8.02;
- b) To bump the employee with the least seniority in the classification affected, provided that he has the abilities and skills to do the work within a familiarization period of no more than thirty (30) days worked;
- c) To bump the employee with the least seniority in the same pay grade, provided that he has the abilities and skills to do the work within a familiarization period of no more than thirty (30) days worked;
- d) To fill a vacancy in a lower pay grade, provided that he is or becomes capable of doing the work required during the trial period the length of which is equal to that provided for in article 8.02;
- e) To bump the employee with the least seniority in a lower pay grade, provided that he has the abilities and skills to perform the work within a familiarization period of no more than thirty (30) days worked.

When an employee has been accepted to fill a job under the above mentioned provisions, management may extend the familiarization period, taking into account the following factors:

- The complexity of the work
- The employee's record of service.

Such consideration is reserved for employees with more than ten (10) years of service, and shall not, under any circumstances, exceed twenty-two (22) days worked.

- 3) Prevail himself of the development opportunity by following an academic training in a recognized educational institution that is related to the company's activities; he will therefore receive for one (1) semester, in addition to the PSC, a supplemental benefit of \$30 per week of training. In addition, provisions of Memorandum of Agreement #3 – Tuition Fees shall apply.

However, he will have to provide a proof of passing the required exams (intermediate and final). In case of failure, the company reserves the right to deduct the supplemental amount added to the PSC already paid from the remaining PSC payments.

- 8.12 With a view to maintaining continuity in union representation, members of the union committee shall always be deemed to have the most seniority in the event

of layoff. This article shall also apply to the safety representative if he is a member of this bargaining unit.

- 8.13** Management must establish and maintain a recall list, and provide the union with a copy of this list when it sends the seniority list.

The recall list shall include the names of all employees with acquired seniority rights who are laid off because of staff reduction, along with their classifications when they were entered on the recall list pursuant to article **8.14**.

Names of employees laid off before the signing of this collective agreement shall be added to the recall list. Their recall right shall be the one acquired at the time of their layoff.

- 8.14** The name of an employee who is laid off, transferred or bumped from his classification because of a layoff shall be entered and kept on the recall list for a period of time equal to his seniority at the time of such layoff, transfer or bumping, up to a maximum of thirty-six (**36**) months from the date of the layoff, transfer or bumping. Notwithstanding the recall rights, in certain circumstances, the company and the union will meet to discuss the competencies and abilities of certain people on the recall list to fill the open positions.

Before proceeding with the hiring of supernumerary employees under Memorandum of Agreement **#6**, the company will first offer the position to employees on the recall list in accordance with the provisions of article **8.15 b**).

An employee recalled to work under Memorandum of Agreement **#6** for a period not exceeding six (**6**) months will not receive a layoff notice if the scheduled last day of the recall is mentioned on the recall notice, including all extension notices. If the last day of recall is not specified, the employee will receive a one (**1**) week layoff notice. Recall rights will be extended for a duration equivalent to the number of days worked.

An employee recalled to work under Memorandum of Agreement **#6** for more than six (6) months will receive a layoff notice as provided in article **8.09**. Recall rights will be extended for a period equal to his seniority up to a maximum of thirty-six (36) months.

An employee who is laid off while on leave of absence, sick leave or accident leave shall be entered on the recall list as of the date the layoff occurs. However, the employee shall continue to be eligible for the company's group benefits plan for as long as he is qualified to receive such benefits.

- 8.15** Recall to work:

Should there be an expansion in staff, the following procedure shall apply in the following order:

- a) Employees whose names appear on the recall list and who, on the date when the need for additional staff is decided are actively employed by the company in a classification obtained as a result of bumping rights exercised in accordance with article 8.11, shall be recalled to the classification from which they were laid off or to any other classification by order of acquired seniority rights, unless they cannot perform the work satisfactorily.
- b) Employees on layoff whose names appear on the recall list shall be recalled to their former jobs or to an equal or lower classification according to the said recall list and by order of seniority, providing that they can perform the work satisfactorily.

8.16 An employee whose name is on the recall list may refuse to return to work without **losing** his seniority for the following reasons:

- a) If he is recalled for a temporary period of not more than three (3) months;
- b) If he is recalled to a classification other than his classification at the time he was laid off, but in the same pay grade;
- c) If he is recalled **to** a classification that is less well paid than his classification when he was laid off: or
- d) If he is unable to return to work because of illness or injury.

An employee who refuses a recall pursuant to paragraphs b) or c) above shall no longer be eligible for recall to that classification.

8.17 Vacant Position - Promotion - Transfer - Posting

- a) For the purposes of this collective agreement, a vacant position is a position without an incumbent (including any new classification) that the company decides to fill and, in the following order: for which no employee within the same classification family has been promoted, or for which no employee has a recall right;
- b) Any vacant position not filled in accordance with paragraph (a) shall be posted for five (5) working days.
- c) Among employees who applied for the job, the employee who best meets the qualifications and requirements established by the company shall be

chosen for the job. If, among the applicants, more than one candidate has the necessary qualifications and requirements, the most senior employee shall be chosen.

- d) The employee chosen in accordance with paragraphs a) and c) shall undergo a trial period equal to that provided in article 8.02, after which the employee is confirmed in the new position or returned to his/her former job.
- e) However, applications by employees who have not completed their probation period in their current job shall not be considered unless these employees hold their current job as a result of exercising their bumping rights pursuant to article 8.11.
- f) Normally, any vacant position thus posted must be filled within sixty (60) calendar days following the end of the posting period.
- g) Management shall inform the employees who applied of its decision.

8.18 When an employee withdraws his application before the final selection, such action is without prejudice to any future exercise of his acquired seniority rights.

8.19 Subject to the application of paragraph 8.17 d), an employee who, pursuant to the application of this article, is transferred, promoted or chosen in accordance with 8.17 c) may, within thirty (30) working days of the transfer, promotion or assignment to the job, elect to return to his previous position provided that the incumbent of the said position has less seniority. Otherwise, he is considered as being bumped. It is agreed that this article will apply only once per agreement year per employee.

Article 9 – Discipline

9.01 Any employee who so requests may consult his file, which includes formal warnings and all disciplinary actions, in the office of the Human Resources Department.

The union may use this right for any employee involved in an unresolved grievance pertaining to disciplinary sanctions.

9.02 During a disciplinary interview, a member of the union committee shall accompany the employee.

The reasons for all disciplinary measures (letter, suspension, discharge) are confirmed in writing to the employee concerned with a copy to the union at the time they are imposed or as soon as possible thereafter.

In case of suspension or discharge, the employee concerned may meet with a member of the union committee before leaving the premises.

However, no disciplinary actions may be recorded against an employee or used against him at any time unless the said employee and the union are **so** informed, in writing, within fifteen (15) working days of the date when the company becomes aware of the incident or event that gave rise to the disciplinary action.

9.03 An employee who signs a notice pertaining to a disciplinary case shall do **so** only to acknowledge that he has been informed of the case, and the act of signing such a document shall not in any way constitute an admission of guilt.

9.04 Any disciplinary document recorded against an employee shall be kept in his file for a period of twelve (12) months. Once this period is over, the disciplinary documents cannot be used against him, except as stipulated hereinafter.

A disciplinary document shall be kept in the employee's file if he commits a subsequent breach of discipline for a period of twelve (12) months from the last incident for which he was disciplined.

9.05 No downgrade shall be imposed at any time for disciplinary reasons.

Article 10 – Health and safety

- 10.01 a) Management recognizes its obligation to provide employees with a safe, healthy and clean work environment and must take all necessary steps to protect the health and safety of employees during work hours.
- b) The union recognizes its obligation to cooperate in promoting good health and safety practices amongst employees in the bargaining unit.
- c) The employees recognize their obligation to follow the provisions of section 49 of the Act Respecting Occupational Health and Safety.

10.02 Management shall:

- a) Supply and maintain, free of charge, all individual protective equipment, devices and clothing (including safety footwear) required by the health and safety committee or by government laws and regulations.
- b) Without restricting the general nature of the preceding, continue to supply and maintain, free of charge, all occupational health and safety clothing and devices that it already provides for employees on the date this agreement is signed.

- c) Supply the eye protection devices approved by the health and safety committee in the places designated by the said committee. When an employee requires prescription glasses in order to comply with the above-mentioned provisions, management shall reimburse the full costs.
 - d) Upon reasonable prior notice, allow the employees who are members of the Health and Safety Committee, where mandated by the latter Committee, access to all company facilities where unionized employees are employed for the purpose of health and safety inspections and investigations.
- 10.03 a) The company recognizes a Health and Safety Committee composed in part of two (2) union members. The committee will meet every three (3) months, or more frequently if necessary, provided all of the members are in agreement.
- b) The union members of the Health and Safety Committee shall be paid at the applicable rate for time spent in Health and Safety Committee meetings during regular working hours.
 - c) The union members of the Health and Safety Committee are entitled to the time needed to fulfill their obligations under this agreement and the relevant Quebec legislation.
- 10.04 The duties of the health and safety committee are those listed in section 78 of the Act Respecting Occupational Health and Safety, as well as any other duties decided upon by the said committee.
- 10.05 Union members of the health and safety Committee shall choose the safety representative and his role shall be that defined in section 90 of the act.

Article 11 – Job security

- 11.01 The company undertakes not to permit an employee excluded from the bargaining unit described in article 2.01 to perform any work or operation normally done by an employee belonging to the bargaining unit, except for purposes of instruction, research and development, investigation, training or emergencies.

When research and development work is done pursuant to the provisions of the first paragraph, the employer and the union, acting diligently and in good faith, agree to involve the employees belonging to the bargaining unit for the purpose of furthering their knowledge and participation.

If there is an agreement between the company and the union, the parties agree to depart from the rules set forth in this article for work of less than one (1) hour's duration.

- 11.02 If, during the life of this agreement, the company decides to transfer all or some of its operations from its current facilities in Ste-Anne-de-Bellevue to another location within Quebec, the company shall give the president of the union as much prior notice as possible, and no less than sixty (60) days under any circumstances. Furthermore, the company shall do everything it can to provide equivalent work for employees assigned to the new site of operations.
- 11.03 Contracting out shall be done for valid business reasons and not for the purpose of reducing the work normally done by employees in the bargaining unit.
- 11.04 In the event of technological changes that might affect one or more employees, the company shall inform the union committee as soon as possible but under no circumstances within less than two (2) months. The union committee and representatives of the employer shall meet to discuss the potential impact on employees and the most appropriate measures to facilitate the adaptation of employees.

Article 12 – Salary Rates and jobs

- 12.01 All classifications and the corresponding salary rates approved by the parties are listed in Appendix A appended to and included as part of this agreement.
- 12.02 Each employee shall be paid at the salary rate set out in Appendix A for his classification.
- 12.03 Employees shall be paid either by cheque or by bank deposit every two (2) weeks. The amount of pay shall include overtime and shift premiums for the time worked up until the end of the previous pay period.
- 12.04 If a new classification is created or an existing classification is substantially altered during the life of this agreement, the corresponding salary rate shall be set by management, which shall notify the union in writing. If the union does not agree with the set salary rate, it may file a grievance at the third step within ten (10) working days of the date of receipt of the company's notice, and, if necessary, to arbitration. Pay set by mutual consent or by the arbitrator shall be paid retroactively to the date when the classification was created or altered. Appendix A shall be automatically amended to include the classification and the corresponding salary rate.
- 12.05 Once the salary rate has been finally decided in accordance with the provisions of article 12.04, a new classification shall be deemed to be vacant and the

provisions of article 8.17 shall apply if the rate set represents an increase in rates.

12.06 Any employee may be temporarily transferred from his job classification to another for the purpose of replacing an employee who is absent, to avoid short-term layoffs or recalls (or both), to meet requirements at a peak period or to promote versatility, on the condition that:

- a) In case of a replacement, the temporary transfer shall be limited to the period of absence of the replaced employee.
- b) In any application of the provisions of article 8.17, experience acquired by the employee temporarily transferred pursuant to this article cannot be cited to his advantage to the detriment of employees with more seniority, unless the transfer lasts more than six (6) months.
- c) No employee normally assigned to the job be laid off while a transferred employee is temporarily assigned to the said job. This paragraph does not apply if the laid-off employee refuses the recall.

12.07 Any employee temporarily transferred from his job to another with a higher salary rate shall receive the higher rate in accordance with the procedure established in Appendix A-1, article F.

12.08 Any employee temporarily transferred at the employer's request from his job to another with a lower salary rate shall continue to be paid the rate for his regular classification.

Article 13 – Cost-of-living adjustment in pay

Delete.

Article 14 – Hours of work, shift work and overtime

14.01 The normal work week for employees covered by this agreement shall be thirty seven and a half (37.5) hours from Monday to Friday, and no more than seven and a half (7.5) hours a day.

14.02 a) Regular hours of work, as provided in article 14.01, shall be as follows:

08h00 to 16h30

This shift includes one unpaid hour of mealtime.

- b) 16h00 to 00h00
00h00 to 08h00

These shifts include one unpaid half-hour for mealtime.

- 14.03 When the work schedule of an employee is modified for more than thirty (30) minutes from the regular work schedule, the hours of work may be changed by mutual consent between the company, the union and the employee concerned.
- 14.04 When more than one shift becomes necessary in a given operation, a system of shift rotation every four (4) weeks shall be set up, unless both parties agree otherwise, and the principle is recognized that each employee involved shall rotate from one shift to another in turn for equal lengths of time. Unless there are exceptional circumstances, employees involved shall be notified two (2) weeks in advance of their respective calendars of rotation.
- 14.05 Any employee assigned to the evening shift shall receive a shift premium of eight per cent (8%) per hour worked, on top of his regular salary rate. Any employee assigned to the night shift shall receive a shift premium of ten percent (10%) for each hour worked on top of his regular salary rate.
- 14.06 All overtime not exceeding three (3) hours on a day other than Saturday and Sunday and up to seven and a half (7.5) hours on Saturdays and Sundays shall be compensated at time and one-half the base hourly rate of the employee. Exceptionally, overtime worked on Sundays shall be compensated at double time the base hourly rate of the employee if the employee has worked a minimum of five (5) consecutive hours on the previous Saturday.

Overtime exceeding three (3) hours on a day other than Saturdays or Sundays and seven and a half (7.5) hours on Saturdays and Sundays shall be compensated at twice the base hourly rate of the employee.

A statutory holiday listed in article 15: double time (2). plus regular pay for the holiday.
- 14.07 For the purpose of the provisions in article 14.06, a continuous period of overtime shall be treated as part of the day during which the said continuous period begins.
- 14.08 All overtime shall be voluntary and employees shall cooperate with the company in order to meet deadlines.

However, if the company cannot obtain the number of qualified employees needed to perform the required overtime work on a voluntary basis, the required employee(s) with the least seniority in the department shall perform the work.

- 14.09 Overtime must be pre-authorized by the employee's supervisor. Except in unforeseen circumstances, employees shall be notified of the need to work overtime before noon on the day preceding the day when overtime is needed.
- 14.10 The union shall do its best to inform management at least forty-eight (48) hours in advance of calling a general meeting, and management shall not schedule overtime during such a meeting except in emergencies.
- 14.11 No employee shall be called in to work less than twelve (12) hours after the end of his last period of work, except in emergencies. In no circumstances shall an employee be called in to work less than eight (8) hours after the end of his last period of work.
- 14.12 Any employee who has left the company premises after having completed his regular hours of work who is called back to do work above and beyond his regular hours of work shall be paid at the applicable rate for a minimum of three (3) hours of work or for three (3) hours even if they are not worked, at the applicable rate. The same minimum shall apply in the case of an employee called in to work on Saturday, Sunday or a statutory holiday, unless the request is made in accordance with article 14.09.
- 14.13 Any employee who reports for work at the time scheduled in his weekly work schedule, as defined in Memorandum of Agreement no. 7, for any workday without having received prior notice that he should not come in, and for whom there is no work available, shall be paid for four (4) hours at his regular basic hourly rate.
- 14.14 Employees shall be permitted to consume refreshments at their work station in the morning and the afternoon. As well, employees working in "restricted areas" shall have two fifteen-minute rest periods every day, one towards the middle of the first half of their day and the other towards the middle of the second half of their day.
- 14.15 Lieu Time Bank
 - a) The company agrees that employees shall have the option of having their authorized overtime paid or accrued in a lieu time bank. Hours in the bank may be used for taking time off with pay at the employee's base hourly rate. Overtime hours are paid either at straight time, or at time and a half (1 ½), or at double time (2) as provided in article 14.06, or are accrued in

the lieu time bank at time and a half (1 ½) or at double (2)time, as applicable.

- b) The employee may bank his/her authorized lieu time for a week, up to a maximum of twice the duration of the normal work week, such hours being renewable.
- c) In case of termination of employment, the employee will be paid for his credited overtime as provided above.
- d) The employee shall report on his time sheet the hours he wishes to charge in his lieu time bank, using the appropriate overtime code, and indicate in the next column the number of hours to be banked.

When taking the time off, the employee shall use the charge code "LIEU" on his time sheet, which will debit the number of hours used from the lieu time bank.

- e) Time off must be mutually agreed upon by the employee and his immediate supervisor taking into account operational requirements.

14.16 Deferred Compensation Leave

Any employee may apply for and obtain a deferred compensation leave pursuant to the terms and conditions stated in Letter of Agreement no. 5.

Article 15 – Statutory holidays

15.01 The following statutory holidays are not worked and are paid at the rate of one (1) day at the employee's regular salary rate:

	Year 1 2009-2010	Year 2 2010-2011	Year 3 2011-2012
Good Friday	April 10, 2009	April 2, 2010	April 22, 2011
Fête des patriotes	May 18, 2009	May 24, 2010	May 23, 2011
Fête nationale du Québec	June 24, 2009	June 24, 2010	June 24, 2011
Canada Day	June 29, 2009	July 2, 2010	July 1 st , 2011
Labour Day	September 7, 2009	September 6, 2010	September 5, 2011
Thanksgiving	October 12, 2009	October 11, 2010	October 10, 2011
Additional Holiday	December 24, 2009	December 23, 2010	
Additional Holiday		December 24, 2010	December 23, 2011
Christmas	December 25, 2009	December 25, 2010	December 25, 2011

Boxing Day	December 28, 2009	December 27, 2010	December 26, 2011
Additional Holiday	December 29, 2009	December 28, 2010	December 27, 2011
Additional Holiday	December 30, 2009	December 29, 2010	December 28, 2011
Additional Holiday	December 31, 2009	December 30, 2010	December 29, 2011
Additional Holiday		December 31, 2010	December 30, 2011
New Year's Day	January 1, 2010	January 1, 2011	January 1, 2012
Additional Holiday			January 2, 2012

as well as any other day proclaimed as a statutory holiday to be observed as such by law or decree.

Moreover, Heritage Day shall be recognized as a statutory holiday if so decreed by the Government of Quebec.

- 15.02** When any of the above-mentioned statutory holidays falls on a Saturday or a Sunday, it shall be observed the previous Friday or following Monday, respectively, for the purposes of this agreement.
- 15.03** If federal, provincial or municipal authorities proclaim that one of the above-mentioned holidays is to be celebrated on another day, the provisions of this article shall then apply to the day specified in the proclamation.

Article 16 – Annual vacations

- 16.01** An employee with less than one (1) year of service on June 1st of the current year shall be entitled to paid vacation leave of one (1) day per month of service, up to a maximum of ten (10) working days. Pay for this vacation leave shall be equivalent to four percent (4%) of the employee's gross earnings during the twelve (12) month period preceding June 1st of the current year.
- 16.02** An employee who has completed one (1) year of service but less than three (3) years on June 1st of the current year shall be entitled to two (2) weeks of paid vacation leave annually. His vacation pay shall be equivalent to four percent (4%) of his gross earnings during the twelve (12) month period preceding June 1st of the current year, or two (2) weeks of salary at his regular salary rate at the time he goes on vacation, whichever is greater.
- 16.03** An employee who has completed three (3) years of service but less than ten (10) years on June 1st of the current year shall be entitled to three (3) weeks of paid vacation leave annually. An employee who subsequently completes three (3) years of service during the current year shall then become entitled to the third (3rd) week of vacation leave. Vacation pay shall be equivalent to six percent (6%) of the employee's gross earnings during the twelve (12) month period preceding

June 1st of the current year or three (3) weeks of salary at his regular salary rate at the time he goes on vacation, whichever is greater.

- 16.04** An employee who has completed ten (10) years of service but less than twenty (20) years on June 1st of the current year shall be entitled to four (4) weeks of paid vacation leave annually. An employee who subsequently completes ten (10) years of service during the current year shall then become entitled to the fourth (4th) week of vacation leave. Vacation pay shall be equivalent to eight percent (8%) of the employee's gross earnings during the twelve (12) month period preceding June 1st of the current year or four (4) weeks of salary at his regular salary rate at the time he goes on vacation, whichever is greater.
- 16.05** An employee who has completed twenty (20) years of service but less than thirty (30) years on June 1st of the current year shall be entitled to five (5) weeks of paid vacation leave annually. An employee who subsequently completes twenty (20) years of service during the current year shall then become entitled to the fifth (5th) week of vacation leave. Vacation pay shall be equivalent to ten percent (10%) of the employee's gross earnings during the twelve (12) month period preceding June 1st of the current year or five (5) weeks of salary at his regular salary rate at the time he goes on vacation, whichever is greater.
- 16.06** An employee who has completed thirty (30) years of service or more on June 1st of the current year shall be entitled to six (6) weeks of paid vacation leave annually. An employee who subsequently completes thirty (30) years of service during the current year shall then become entitled to the sixth (6th) week of vacation leave. Vacation pay shall be equivalent to twelve percent (12%) of the employee's gross earnings during the twelve (12) months preceding June 1st of the current year or six (6) weeks of salary at his regular salary rate at the time he goes on vacation, whichever is greater.
- 16.07** For the purposes of this article, the word "service" shall include any period during which an employee accumulates seniority, as well as any other period during which he works for the company outside the bargaining unit.
- 16.08** When the company decides to shut down partly or completely for annual vacations, an employee's vacation leave shall be scheduled during the period when the company is shut down, insofar as is possible. The said period of closing shall be in July and/or August each year. The employees shall be informed of the shutdown period as soon as possible but no later than April 1st of the current year.

If the company does not shut down, vacation leave with the exception of periods of more than two (2) weeks shall be taken between Quebec's National Holiday and Labour Day at the time chosen by the employee, taking into account the requirements of the work.

- 16.09 Vacation leave must be taken between June 1st of the current year and May 31st of the following year. Vacation periods shall be chosen in order of employee's seniority, taking into account, however, production requirements.
- 16.10 In the event of a conflict between employees over the choice of a given vacation period, seniority shall determine which employee has priority in choosing, with the employee with the most seniority having first choice, and so on.
- 16.11 The vacation list shall be posted before June 1st of each year and shall not be modified during the last three (3) months preceding the vacation date. Should the company modify the list between the third (3rd) and the first (1st) months prior to the vacation date, it shall reimburse cancellation costs incurred by an employee, upon presentation of a voucher or receipt.

Vacations cannot be modified during the month preceding the date when they begin, except by mutual consent.

- 16.12 Vacations are not cumulative and no remuneration shall be paid in lieu of vacations.

Notwithstanding the above, an employee who before the planned start of his annual vacation is prevented from taking some or all of his vacation leave because of illness or an accident substantiated by a medical certificate may defer days of vacation to his vacation period the following year unless he is able to take them during the current vacation year.

- 16.13 An employee must receive his vacation pay for the amount due for the vacation leave that he is taking at that time before going on vacation.
- 16.14 If any of the statutory holidays provided in article 15 occur during an employee's vacation leave, the said employee shall be entitled to one regular, consecutive day of vacation paid at his regular salary rate for each of the said statutory holidays.
- 16.15 In the case of an employee whose employment is terminated during a current vacation year, management shall pay the employee all vacation pay accumulated but not used to which the employee would otherwise be entitled pursuant to articles 16.01 to 16.07 inclusively. As well, management shall pay the employee concerned the appropriate percentage of his earnings since the last June 1st previous that would otherwise be accumulated for vacation leave the following year.

Article 17 – Leave of absence

17.01 Management shall consider any request by an employee for leave of absence without pay for personal reasons. Such leave shall not exceed twelve **(12)** months. No such request shall be unduly refused. The employee may decide to continue his/her insurance coverage (except for short-term and long-term disability insurance) during the leave of absence, at his/her own expense.

Any employee on authorized personal leave of absence may return to work before the end of his leave provided that there is work available pursuant to article 8.03 and after giving management written notice of his intentions fifteen **(15)** days in advance.

17.02 In the event of the death of an employee's spouse, a child, a child of the spouse or the employee's father or mother, management shall grant the employee five **(5)** working days of bereavement leave paid at his basic hourly rate. In the event of the death of an employee's father-in-law, mother-in-law, brother-in-law, sister-in-law, stepfather or stepmother of the employee's current spouse, or a grandfather or grand-mother, a brother or a sister of the employee, management shall grant the employee three **(3)** working days of bereavement leave paid at his basic hourly rate. Should one or several of the above-mentioned days coincide with annual vacation, a statutory holiday or a paid leave of absence, these days will be paid as bereavement leave and will not be considered as vacation, statutory holiday or paid leave of absence. The employee will be able to extend his vacation or other authorized paid leave of absence for the number of days corresponding to his bereavement leave or add them to his vacation bank.

An employee notified at work of the death of one of the above-mentioned relatives may leave work before the end of his shift without any **loss** of pay,

The above-mentioned bereavement leaves may be taken consecutively or not.

In the event of the death of a grandfather or grandmother of an employee's current spouse, or of an employee's half-brother or half-sister or grandchild, management shall grant the employee one **(1)** day of leave paid at his basic hourly rate to attend the funeral if it occurs on a regular working day.

In the event of the death of a spouse, a child, the child of the spouse, the employee's father or mother, the employee may be granted, at his request, an additional leave of absence without pay of five **(5)** working days.

17.03 The company shall pay an employee who is called for jury duty or subpoenaed to testify in court and who is not an interested party the amount corresponding to the difference between what the employee receives as a juror or a witness in court and the amount he would have received for the regular hours of work during which he was required to be absent from his regular shift; however, he shall not be compensated for more than eight **(8)** hours per day, five **(5)** days per

week, at his regular hourly rate. The employee shall be entitled to such payment as long as he is obliged to serve on jury duty or as a witness and can supply written proof that he has in fact served on jury duty or as a witness and of the amount received for the said services. The provisions of this article shall not apply to any legal proceedings under the jurisdiction of the Quebec Labour Code.

- 17.04 If an employee gets married during the normal work week as defined in article 14.01, he may be absent from work for one day without any **loss** of pay.
- 17.05 An employee may take a leave of absence of five (5) days upon the birth of his child or the adoption of a child. The first two (2) days shall be paid provided that he has sixty (60) days of continuous service. This leave of absence may be divided into days at the request of the employee but cannot be taken after the expiration of fifteen (15) days following the child's arrival at the family's residence.

Article 18 – Miscellaneous allowances and field assignments

Business *trips*

- 18.01 The company shall reimburse expenses for meals, accommodations, transportation and kilometers and related expenses incurred by an employee in the course of business trips and field assignments, in accordance with the policies defined by the company. When an employee is required to travel out of the country, the company shall approve and pay for the purchase of supplemental health insurance coverage before the employee's departure. The company shall also pay the cost of the passport application and relevant documents (example: birth certificate), if applicable, when an employee is required to travel out of the country on a company initiated business trip.
- 18.02 **No** employee shall be obliged to use his personal automobile in the service of the company; any such use is strictly voluntary. Employees shall be responsible for their own automobile insurance coverage when they use their vehicles in the service of the company. The company shall carry its own insurance to cover company property that might be in the vehicle.
- 18.03 **An** employee travelling on company business who is not eligible for field pay shall be covered by the working conditions in effect in his regular workplace.
- 18.04 The company agrees that time used for travelling on company business shall be deemed to be time worked when travelling is done during the employee's normal working hours.

- 18.05 All authorized travelling time outside regular working hours up to a maximum of three (3) hours shall be paid at the employee's basic hourly rate.
- 18.06 All authorized travelling time on Saturdays, Sundays and statutory holidays shall be paid at the employee's basic hourly rate up to a maximum of seven and a half (7.5) hours per day.
- 18.07 In the case of trips requiring more than eight (8) hours of travel, the company shall do its best to give the employee a reasonable period of rest before beginning work at the point of arrival.

Field Assignments

- 18.08 Field assignments are defined according to term and location:
- a) Short-term: A continuous assignment lasting between ten (10) and one hundred and eighty (180) days.
 - b) Long-term: A continuous assignment lasting more than one hundred and eighty (180) days.
 - c) Domestic: A short- or long-term assignment requiring that the employee reside and work elsewhere on the North American continent.
 - d) Foreign: A short- or long-term assignment requiring that the employee reside and work elsewhere outside the North American continent.
- 18.09 The company agrees field assignments shall be further defined as follows:
- a) Assignment requiring the employee to travel to a place other than his normal workplace that is at least one hundred (100) kilometres away from the latter;
 - and
 - b) Assignment requiring the employee to reside away from his home for longer than fifteen (15) consecutive calendar days. Weekend days are included in this period, even when the employee is not required to work and chooses to return home.
- 18.10 An employee on field assignment shall continue to enjoy all the benefits, pay and others, as if he were not on field assignment.

- 18.11 Each field assignment shall be defined in terms of location and duration before it is assigned, and each employee shall be advised of the applicable allowance.

Moreover, an employee assigned to field work shall be so advised at least forty-eight (48) hours in advance of his departure date.

- 18.12 When an employee is assigned to field work, he shall receive a separation allowance equal to ten per cent (10%) of his basic pay. Payment of this allowance shall begin on the day he arrives on location and end the day he leaves the location.

- 18.13 Where the company can exercise direct supervision and control the hours of work, the standard work week in effect at the regular place of work shall apply.

Overtime shall be subject to the same conditions as are in effect at the regular place of work.

- 18.14 Where the company cannot exercise direct supervision or control hours of work, the standard work week in effect at the regular place of work shall apply.

Overtime shall be subject to the same conditions as are in effect at the regular place of work.

An employee shall be notified before the beginning of a field assignment of the maximum number of hours of overtime that he is authorized to work.

- 18.15 When a field assignment involves working conditions that differ substantially in terms of personal safety, isolation and adverse living conditions from those prevailing at the company's facilities, a hardship allowance shall be paid to the employee. The amount of this allowance as well as the decision that hardship conditions do in fact exist and to what extent, shall be the company's prerogative. When the company deems it appropriate to pay a hardship allowance, the employee shall be so advised before the beginning of the assignment.

- 18.16 An employee on field assignment shall receive a daily living allowance. The company shall determine the amount of such allowance and the employee shall be advised of it before the beginning of the assignment.

- 18.17 In deciding whether to grant the employee a return trip during a field assignment, the company shall take into account the nature, duration and working conditions of the field assignment. The employee shall be advised before the beginning of the assignment whether he is entitled to a visit to his regular place of work.

- 18.18 All travelling time, including travelling between the hotel and the work site, shall be deemed to be time worked and paid accordingly.

However, the first half-hour of travelling between the hotel and the work site shall be deemed to be the equivalent of travelling time between the employee's residence and regular place of work, and shall not be paid pursuant to this article.

Article 19 -- Social security

Sick leave

- 19.01 Management shall maintain a sick leave plan for all employees covered by this agreement for the duration of the said agreement. A description of the said plan is given in Appendix B of this agreement and constitutes an integral part of this agreement.

Group insurance plan

- 19.02 The Company shall maintain, for the duration of the collective agreement and for all employees covered by said agreement, a group insurance plan which is summarized in Appendix C of this agreement and which constitutes an integral part of said agreement.

The Company shall pay the cost of the coverage provided in Appendix C as stipulated in the said appendix

All employees covered by this collective agreement shall be enrolled in the life insurance policy as of their first day of work, and in the other insurance policies as soon as they complete two (2) months of service in the bargaining unit.

- 19.03 Within three (3) months of when this collective agreement is signed, a copy of the master group insurance policy shall be given to the Union.
- 19.04 Should the insurer cancel some or all of the benefits provided for in this article, the company's obligation shall be limited to providing what benefits can be bought on the insurance market at monthly rates that do not exceed those tendered by the insurer chosen by the company at the time this collective agreement is signed. The same provision shall apply should the original insurer cease to operate as an insurer.

Pension plan

- 19.05 A pension plan shall be in effect for all employees covered by this agreement, with the full cost borne exclusively by management. The pension plan is set out in Appendix E appended to this agreement, and constitutes an integral part hereof.

Work injuries

19.06 An employee who suffers an occupational accident shall not lose any pay for the day of the accident.

If he is sent home or to the hospital or a doctor, the company shall pay for the cost of round-trip transportation. The same conditions shall apply in case of a relapse.

Employees recognize that they have the obligation to immediately report any accident according to Section 49 of the Act Respecting Occupational Health and Safety.

19.07 An employee who is absent from work because of an occupational accident shall receive his regular pay during the period when he is entitled to CSST compensation for total temporary disability. His regular pay shall be maintained for a maximum period of one year, the company shall notify CSST and take the appropriate steps to be reimbursed by CSST.

Article 20 – Performance Review

20.01 An employee's performance will be reviewed and rated at frequent intervals by the employee's immediate manager, however, in no event will an employee be reviewed less frequently than once annually. Upon completion of the review the manager will obtain his manager's approval and signature on the review. The employee's manager will then discuss in detail the results of the performance review within thirty (30) days of the review. Upon completion of the discussion the manager will obtain the employee's signature in confirmation of the performance review having taken place and provide a copy to the employee at that time.

Article 21 – Duration and renewal

21.01 This agreement shall take effect on April 1st, 2009 and terminate on March 31st, 2012.

21.02 During the ninety (90) days preceding the date when the agreement expires, either party may inform the other in writing that it wishes to terminate or amend it or negotiate a new agreement.

21.03 If notice is given in accordance with article 21.02, the two parties shall meet within the time limits stipulated in the Quebec Labour Code.

21.04 Any strike, lockout or any other form of concerted work stoppage are forbidden in all circumstances for the duration of this collective agreement. The union undertakes not to order, encourage, or support a slowdown designed to restrict production.

In witness whereof, each party to this agreement has signed it in the person of its duly authorized representatives on _____ 2009.

Richard Guerin
Manager, Labour Relations and Health
and Safety

Richard Chaumont
National Representative, CEP

Pierre-Yves Carpy
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Vice President, Technical

Ginette Prieur
Human Resources Advisor

Linda Ibberson
Vice President, Office

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Appendix A – Salary Rates
Salary Range Effective as of April 1st, 2009

Grade	Start	6 months	1 year	18 months	2 years	3 years	4 years
1	1070	1079	1095	1114	1130	1162	1195
2	1130	1141	1162	1180	1198	1239	1274
3	1193	1213	1232	1251	1269	1311	1354
4	1259	1280	1301	1324	1342	1386	1435
5	1327	1344	1372	1387	1413	1462	1511
5.1	1502	1520	1546	1561	1589	1638	1687
6	1393	1423	1445	1465	1493	1545	1599
6.1	1673	1703	1726	1745	1773	1825	1879
6.2	1759	1790	1812	1832	1859	1912	1965
7	1459	1486	1511	1539	1563	1618	1678
7.1	1607	1633	1658	1687	1711	1765	1824

Grade	Start	6 months	1 year	2 years	3 years	4 years	5 years
8	1608	1633	1664	1724	1784	1849	1912
8.1	1623	1647	1680	1739	1798	1863	1926
9	1680	1708	1735	1805	1867	1940	2012
9a	1724	1752	1783	1853	1918	1994	2066
9.1	1934	1963	1990	2059	2123	2195	2267
9.2	1755	1784	1811	1881	1943	2016	2088
10	1746	1778	1812	1876	1950	2023	2100
10.1	1938	1968	2004	2067	2142	2215	2291
11	1816	1850	1888	1958	2029	2110	2187
11a	1864	1900	1939	2011	2085	2168	2248
12	1942	1973	2014	2087	2170	2258	2341
13	2014	2051	2087	2168	2258	2348	2432
14	2084	2125	2168	2248	2341	2431	2527
14b	2028	2068	2110	2187	2279	2366	2459

Grade	Start	1 year	2 years	3 years	4 years	5 years	6 years
15	2247	2332	2425	2519	2618	2728	2832
15b	2186	2270	2359	2450	2546	2654	2754
16	2320	2416	2507	2611	2719	2831	2943
17	2408	2504	2599	2703	2816	2931	3052
18	2488	2588	2691	2799	2913	3033	3159
19	2566	2673	2783	2896	3008	3142	3264
20	2648	2753	2869	2983	3108	3242	3371

Grade	Job title
5.1	Communications Operator
6.1	Secretary I
6.2	Library Assistant
7.1	Material Expeditor/Production Expeditor
8.1	CAD/PCB Specialist Clerk
9.1	CADM Document Clerk
9.2	Accounts payable clerk
10.1	Material Control Analyst

**Appendix A – Salary Rates
Salary Range Effective as of April 1st, 2010**

Grade	Start	6 months	1 year	18 months	2 years	3 years	4 years
1	1102	1111	1128	1147	1164	1197	1231
2	1164	1175	1197	1215	1234	1276	1312
3	1229	1249	1269	1289	1307	1350	1395
4	1297	1318	1340	1364	1382	1428	1478
5	1367	1384	1413	1429	1455	1506	1556
5.1	1547	1566	1592	1608	1637	1687	1738
6	1435	1466	1488	1509	1538	1591	1647
6.1	1723	1754	1778	1797	1826	1880	1935
6.2	1812	1844	1866	1887	1915	1969	2024
7	1503	1531	1556	1585	1610	1667	1728
7.1	1655	1682	1708	1738	1762	1818	1879
Grade	Start	6 months	1 year	2 years	3 years	4 years	5 years
8	1656	1682	1714	1776	1838	1904	1969
8.1	1672	1696	1730	1791	1852	1919	1984
9	1730	1759	1787	1859	1923	1998	2072
9a	1776	1805	1836	1909	1976	2054	2128
9.1	1992	2022	2050	2121	2187	2261	2335
9.2	1808	1838	1865	1937	2001	2076	2151
10	1798	1831	1866	1932	2009	2084	2163
10.1	1996	2027	2064	2129	2206	2281	2360
11	1870	1906	1945	2017	2090	2173	2253
11a	1920	1957	1997	2071	2148	2233	2315
12	2000	2032	2074	2150	2235	2326	2411
13	2074	2113	2150	2233	2326	2418	2505
14	2147	2189	2233	2315	2411	2504	2603
14b	2089	2130	2173	2253	2347	2437	2533
Grade	Start	1 year	2 years	3 years	4 years	5 years	6 years
15	2314	2402	2498	2595	2697	2810	2917
15b	2252	2338	2430	2524	2622	2734	2837
16	2390	2488	2582	2689	2801	2916	3031
17	2480	2579	2677	2784	2900	3019	3144
18	2563	2666	2772	2883	3000	3124	3254
19	2643	2753	2866	2983	3098	3236	3362
20	2727	2836	2955	3072	3201	3339	3472

Grade	Job title
5.1	Communications Operator
6.1	Secretary 1
6.2	Library Assistant
7.1	Material Expeditor / Production Expeditor
8.1	CAD/PCB Specialist Clerk
9.1	CADM Document Clerk
9.2	Accounts payable clerk
10.1	Material Control Analyst

Appendix A – Salary Rates

Salary Range Effective as of April 1st, 2011

Grade	Start	6 months	1 year	18 months	2 years	3 years	4 years
-------	-------	----------	--------	-----------	---------	---------	---------

1
2
3
4
5
5.1
6
6.1
6.2
7
7.1

Grade	Start	6 months	1 year	2 years	3 years	4 years	5 years
-------	-------	----------	--------	---------	---------	---------	---------

8
8.1
9
9a
9.1
9.2
10
10.1
11
11a
12
13
14
14b

Grade	Start	1 year	2 years	3 years	4 years	5 years	6 years
-------	-------	--------	---------	---------	---------	---------	---------

15
15b
16
17
18
19
20

Grade	Job title
5.1	Communications Operator
6.1	Secretary 1
6.2	Library Assistant
7.1	Material Expeditor / Production Expeditor
8.1	CAD/PCB Specialist Clerk
9.1	CAD/M Document Clerk
9.2	Accounts payable clerk
10.1	Material Control Analyst

Percentage increase: The above mentioned table will be completed once the increases have been determined for the third year of the collective agreement based on the "Salary analysis mechanism and anticipated revenues for 2011" which will be determined in March 2011.

Appendix A-I – Salary Administration

- a) An employee shall normally progress to the maximum salary rate for the job in which he is classified by standard increases at intervals identified and set out in the pay schedule. The employee's date of hiring, date of promotion or date of a raise granted in accordance with paragraph d) below shall establish his progression dates. An employee's pay shall not be less than the minimum established for his classification.
- b) Should an employee not be on the active payroll on any of the dates applicable in the foregoing, the raise in pay shall take effect upon the employee's return to the active payroll.
- c) A progression increase shall become effective as of the first pay period immediately following completion of the required scheduled interval.
- d) The company may grant an interim or additional raise in the salary range in force as in its judgment may be warranted. Such an increase shall have the effect of reestablishing the progression date.
- e) When an employee is absent for a period of more than thirty (30) calendar days during the period since his last increase, his salary increase may be delayed by the number of days he is absent.
- f) When an employee is promoted to a job classification with a higher pay grade, he shall receive a raise in accordance with the following:
 - 1) If his current salary rate is equal to the maximum rate: progression to the first step of the new grade that provides a minimum increase of twenty dollars (\$20) bi-weekly.
 - 2) If his current salary rate is less than the maximum rate: progression to the first step of the new grade that provides an increase at least equal to the amount he would have received had he remained in his former grade.
 - 3) If the current salary rate is higher than the maximum rate: progression to the first step of the new grade that provides a minimal increase of twenty dollars (\$20) bi-weekly, or progression to the maximum of the new grade even though it provides an increase of less than twenty dollars (\$20) bi-weekly. However, no increase shall be granted if the current salary rate is higher than the maximum rate of the new grade (out-of-scale);

In no case shall the salary of an employee who is promoted be lower than the minimum rate for his job grade. A promotion shall re-establish the progression dates from the date of the promotion.

- g) When an employee is downgraded due to lack of work, he shall retain his present basic bi-weekly rate unless such rate is more than the maximum rate provided for in the job to which he is transferred. If a reduction in pay is required, his pay shall be adjusted to the maximum rate of the schedule for the job to which he is transferred.
- h) When an employee is downgraded to a job classification that is covered by a lower pay grade, he shall retain his present basic bi-weekly salary rate unless it is more than the maximum rate for the pay grade of the job to which he is downgraded. If the employee's rate is higher than the maximum rate for his new job, his basic bi-weekly pay shall be adjusted to the maximum of the pay schedule for the grade of the classification to which he is transferred. In no event, however, shall an employee who is downgraded and returned to his former job receive a salary rate lower than what he received prior to his promotion, on the condition that the downgrade occur before the employee has completed the probationary period on the higher-rated job.
- i) When an employee's job is reclassified to either a higher or a lower pay grade, he shall retain his present basic bi-weekly salary rate unless it is less than the minimum or more than the maximum for the pay grade being assigned to his job.

However, if the employee's present basic bi-weekly salary rate is less than the minimum for the pay grade, it shall be adjusted immediately to the minimum; and in the event that it is more than the maximum for the pay grade, it shall be reduced immediately to the maximum of the pay grade being assigned.

- j) Job reclassifications, lateral transfers, downgrades due to lack of work and downgrades due to an inability to do the work shall not have the effect of changing the employee's scheduled dates for raises in pay.

k) Adjustment Mechanisms as of April 1st, 2009

As of April 1st, 2009, salaries shall be administered as follows:

1) Employees whose salaries are within the ranges shall receive the salary provided in the salary ranges in Appendix A.

2) "Out-of-scale"Employee

An employee whose salary rate as of March 31st, 2009 is higher than the new maximum rate provided in his grade as of April 1st, 2009 shall have his salary maintained until it becomes equal to the maximum rate of his grade. Should the maximum rate of his grade exceed his salary, the employee's salary shall be immediately adjusted to the maximum rate of his grade.

4) Employee Whose Rate is no Longer on a Step Within his Grade

An employee whose salary rate as of April 1st, 2009 is not equal to the rate provided in one of the new steps in his grade shall have his salary maintained until the step increase provided in paragraph c). For the period from April 1st, 2009 to March 31st, 2012 *only*, and for the purposes of applying paragraph c), the salary of such an employee shall be adjusted to the next step in his grade that provides a minimal increase of twenty dollars (\$20) bi-weekly.

5) Recall to work

When applying article 8.15 regarding recall to work, the salary of the employee recalled shall be the salary that he would have received as per the salary ranges in effect as of the signature of the collective agreement. The salary of such an employee shall subsequently be administered in accordance with all the other conditions of the collective agreement.

- 6) For the period from April 1st, 2009 to March 31st, 2012, the salary reductions resulting from the application of paragraphs g), h) and I) shall not exceed the percentages established in the following table:

Grade:	from	to	maximum %
	20	19	3.5%
	19	18	3.6%
	18	17	3.8%
	17	16	4.0%
	16	15	4.3%
	15	14	5.4%
	14	13	4.3%
	13	12	4.3%
	12	11	4.6%
	11	10	4.7%
	10, 10.1	9	5.0%
	9, 9a, 9.1, 9.2	8	5.9%
	8, 8.1	7	6.4%
	7, 7.1	6	5.8%
	6, 6.1, 6.2	5	6.8%
	5, 5.1	4	6.4%
	4	3	7.3%
	3	2	7.8%
	2	1	8.2%

In the case of a downgrade or a reclassification of more than one grade, the maximum reduction is calculated by compounding the percentages as in the following example:

employee downgraded from grade 12 to 10
 (current rate - % decrease from grade 12 to 11) - % decrease from grade 11 to 10.

Appendix A-2 – Job Classifications and Descriptions

- 1) The list of classifications appended is part of this collective agreement.
- 2) The company shall be responsible for establishing and applying all job classifications. Whenever the company establishes or revises a job classification covered by this agreement, it shall send the union a copy of the job description, classification number and pay grade established for the classification within a maximum of two (2) weeks.

The union shall have a maximum of ten (10) days after receiving the job description to use the grievance procedure to settle any disagreement arising from a classification that it contends has been wrongly rated. Such a grievance shall be submitted at the third step of the grievance procedure.

JOB DESCRIPTIONS

Job code	Job code description	Grade
7505	Communications Operator	3
9130	Information Technology Analyst	12
9638	Contracts clerk	5
41231	Senior Accountant	14B
4216501	Technician I	5
4216502	Technician II	7
4216503	Technician III	09A
4216504	Technician IV	12
4216505	Leader technician	14
42168	Component Technologist	15
4216801	Technologist I	14
4216802	Technologist II	17
4216901	Senior Technologist CAD PCB	17
42175	Accounts Payable Clerk A	9.2
42900	Internal Services and Health and Safety Coordinator	12
4411191	Secretary I	6.1
4414101	Administration Services Leader	11
46003	Expeditor	7.1
46012	Specialist Designer	17
46027	Contracts coordinator	12
47751	Traffic Leader	14
47802	Buyer III	14
47980	Technologist II	15
47981	Technologist I	13
47983	Senior Technologist	17
49122	Planning & anal pro Leader	15
49175	Technologist I	13
49183	Senior Cost Analyst	12
49190	CADM Analyst	12

49242	Production Control Planner	12
49244	Master Inventory Controller	15
49253	Senior Analyst	13
49254	Senior Analyst	15
49279	Network Administrator II	15
49280	Unix Administrator	17
49310	Senior Technical Associate	20
49800	CADM Analyst	12
xx	Student	XX

- **Subject to future developments which can affect this list.**

Appendix B – Sick Leave

- a) For an employee who has completed his probationary period, who is enrolled in the group insurance plan and who is absent from work because of illness or a non-occupational accident, the company shall pay the difference between his basic salary rate and the amount of the insurance benefits, if he is so entitled. The time during which he shall be paid the difference between his basic salary rate and the amount of the insurance benefits shall be determined as follows:

Length of continuous service	Length of absence during which the company pays the difference between the amount of the insurance benefits and the regular salary rate
Completed probation but less than 1 year	2 weeks in a calendar year
1 year but less than 3 years	4 weeks in a calendar year
3 years but less than 5 years	7 weeks in a calendar year
5 years but less than 10 years	9 weeks in a calendar year
10 years and more	10 weeks in a calendar year

Hence, within the above maximum periods, the company pays the employee as follows:

1. For any absence of not more than three (3) days: his regular pay.
 2. For any absence of more than three (3) days: his regular pay for the first three (3) days and then the difference between his regular pay and the insurance benefits to which he is entitled thereafter.
 3. Illness lasting from one calendar year into the next, or from one length of service period into the next, is wholly applicable against the absence period of the year in which the illness begins.
- b) Effective January 1st, 1988, and then on January 1st of each subsequent year, an employee who was entitled to twenty (20) or more days of sick leave during the previous year and who used only ten (10) or fewer days shall be entitled to five (5) additional days of sick leave on top of his accumulated days of sick leave credited.

An employee's bank of sick leave may not be increased by more than five (5) per year as a result of the application of this article. Days accumulated cannot be transferred to the next year.

- c) The company may at any time require a physician's report or another substantiating document for any paid absence. The company may also have the employee examined by a physician or a nurse of its choice, to report on his state of health and on the sickness or disability, at the company's expense.
- d) When an employee is incapable of continuing to work at his job for medical reasons and presents a written medical certificate to this effect, the parties may by mutual consent waive certain provisions of the collective agreement in order to try and ensure that he continues to be employed.

This article shall not restrict other employees from applying the collective agreement in case of layoff or bumping.

- e) Any employee on authorized sick leave or accident leave may return to work upon presenting a medical certificate vouching that he is fit for work.
- f) The company shall maintain the base salary of the employee for the maximum period defined in the benefits table pending a decision from the insurance company, provided that the employee cooperates diligently in order to obtain such a decision from the insurance company. In the event that the absence is deemed justified by the insurance company, the latter shall reimburse the company for the amounts paid to the employee. In the event that the absence is deemed unjustified by the insurance company, the company shall cease paying the salary of the employee, as applicable, and the employee shall reimburse the company through payroll deduction of 20% on each pay until the full amount is reimbursed. The company shall consider other reimbursement methods at the request of the employee. The full amount shall be reimbursed before any form of employment termination.

Appendix C – Group Insurance Plans

For the purposes of Appendix C, the term eligible dependent means a spouse and/or children according to the following definition: the spouse is the person who is legally married to the employee or who has been living with the employee for at least one (1) year, and whose relationship with the employee is of a conjugal nature, or is living as a couple and have a child born of this union.

The term "spouse" here may apply to two (2) persons of the same gender.

A dependent child is a person **who is**:

- single
- is your natural child, an adopted child or the child from another union;
- is under the age of 21 and is your dependent, or is age 21 or over but under 26 and who is a full time student.

Any child who is already covered by the plan and who is mentally or physically handicapped remains covered past the maximum age as long as he is unable to have an autonomous job and he is wholly dependent on you for support and maintenance.

Section I - Hospital care for employees and their eligible dependents

If you, or an eligible dependent, must be hospitalized, you will be reimbursed for room and board charges in excess of ward accommodation up to the level of semi-private accommodation. If staying in a private room, payment will be based on the hospital's charges for semi-private room.

Section II - Major medical benefits for employees, their eligible dependents and eligible retirees (individuals on normal or early retirement according to the negotiated retirement plan; the group benefit coverage ends when the eligible retiree reaches 65 years of age)

- a) **Payment of benefits** - This plan pays for you, your eligible dependents and eligible retirees all eligible expenses that are in excess of the deductible. In the case of eligible retirees, a lifetime maximum of \$50,000 for each covered person is applicable.
- b) **Deductible** - The deductible is \$10 per year per covered individual and \$20 per year per family.
- c) **Eligible expenses** - Eligible expenses must be reasonable, customary and recommended in writing as necessary by a physician.

The following is a list of items currently eligible for payment under this plan. However, should your Provincial Medicare Plan alter to include any of these items, coverage under this Plan will be automatically adjusted in accordance with the approved legislation.

- **Class I Expenses** (Not subject to the deductible)

1. Charges for emergency transportation services by ambulance (including air and rail transportation) to the nearest treatment center qualified to provide the required treatment, subject to a calendar year maximum of \$300.
2. Out-patient care (maximum \$75 per individual per calendar year) and diagnostic laboratory expenses (maximum \$50 per individual per calendar year; any excess covered as Class II expense); percentage payable: 80%.
3. Hearing aids: expenses incurred upon written prescription of a physician for purchase, repair and replacement (80% of the expenses up to a lifetime maximum of \$1,000 per person).

- **Class II Expenses** (Subject to the deductible and the overall maximum for eligible retirees) (percentage payable: 80% unless indicated otherwise)

1. Prescription drugs, serums and injectable medication requiring a prescription from a physician or a dentist.

Note:

The Act Respecting Prescription Drug Insurance stipulates that an employee cannot be "out-of-pocket" for more than \$822 in a year for prescription drugs listed on the Quebec government's drug list published by the Régie de l'assurance-maladie (RAMQ). This means that after the employee had paid \$822 for prescription drugs in a year, the Company plan must pay future eligible prescription drug claims in full. To attain this "out-of-pocket" amount of \$822, an employee would have to claim in excess of \$4,100 for prescription drugs. This legislation only applies to drugs on the RAMQ list; however, the Company will include prescription drugs that are prescribed and approved by the Canadian Medical Association. If you have a medical condition that requires significant use of prescription drugs, please contact the Human Resources department in complete confidence to review your situation.

2. Private room hospital charges over and above semi-private room charges, to a maximum of twelve dollars (\$12) per day.

3. Nursing care by a professional nurse prescribed in writing by a physician, to a lifetime maximum of \$15,000.
4. Anesthesia, oxygen, blood and blood products.
5. Rental of an iron lung or other durable equipment.
6. Artificial limbs and eyes, crutches, casts (including fiberglass casts), trusses and braces, including replacement due to a change in physical condition.
7. Diagnostic laboratory and x-ray expenses.
- a. Repairs of damage resulting from an accidental injury to natural teeth.
9. Out-Of-Province hospital and physician charges are to be paid on a reasonable and customary basis and if they are required following a medical emergency occurring while you are travelling or vacationing outside your province of residence.
10. Orthopedic shoes including custom-made orthotic devices, prescribed in writing by a physician, subject to a maximum of \$350 per calendar year.
11. Services of an acupuncturist, chiropractor, dietician, massage therapist, naturopath, osteopath, speech therapist, podiatrist, psychoanalyst, psychiatrist and psychologist, subject to a maximum of \$500 per calendar year per practitioner including \$30 per calendar year per disability for diagnostic x-rays.
12. Reasonable and customary fees of a licensed physiotherapist prescribed in writing by a physician, up to a maximum of \$1,000 per year.
13. Vision Care:
 - a) Lenses and frames, including contact lenses, up to a maximum of \$250 per person every 24 months. Children under the age of nineteen (19) are subject to a maximum of \$250 every 12 months. Furthermore, this amount of \$250 can be used by adults towards laser surgery.
 - b) Eye examination, including refraction, in accordance with RAMQ guidelines, limited to one examination per 24 months (except for dependent children: one examination per 12 months).

14. Maternity Expenses: Expenses incurred due to pregnancy will be considered in the same manner as expenses incurred due to any other condition.

Section III - Dental Benefit **for** employees and their eligible dependents

The Dental Plan will reimburse dental expenses based on the percentages given below:

- a) Maximum benefit - There is no maximum for preventive care, ordinary care and extraordinary care. The lifetime maximum for orthodontic services is \$2,000 per dependent child.
- b) Treatment Plan - This is the dental treatment plan that describes the patient's dental needs (including x-rays if necessary) and the proposed treatment as well as proposed fees.

The insurance carrier suggests to the person covered to **file** a treatment plan whenever the total cost of the proposed dental work is expected to exceed \$300. Submitting a treatment plan to the insurance carrier avoids any misunderstanding about reimbursements. The Treatment Plan is not intended to limit you in your choice of dentist, to tell you or your dentist what treatment should be performed or **to** tell the dentist what fee to charge, nor to guarantee reimbursement after coverage ceases.

- c) Eligible Expenses - Eligible expenses are those that are recommended as necessary by a physician or dentist but are not in excess of the previous year's suggested Dental Fee Guide of the Province of Quebec.
- d) Class I Expenses: Preventive Care
(Percentage payable: 80%)
 1. Routine oral examinations and prophylaxis (scaling and cleaning of teeth), but not more than once in any period of six consecutive months.
 2. Topical application of fluoride.
 3. Children under **19** years of age: Installation of space maintainers to replace prematurely lost teeth.
 4. Emergency palliative treatment (to alleviate pain and discomfort).
- e) Class II Expenses: Ordinary Care
(Percentage payable: 80%)

1. Periapical and bitewing x-rays every 36 months; complementary bitewing x-rays every 6 months; such other dental x-rays as required in connection with the diagnosis of a specific condition requiring treatment.
2. Extractions.
3. Oral surgery, other than as required in connection with orthodontic treatment.
4. Amalgam, silicate, acrylic, and composite filling restorations to restore diseased or accidentally broken teeth.
5. General anesthetics when medically necessary and administered in connection with oral and dental surgery.
6. Treatment of periodontal and other diseases of the gum and tissues of the mouth.
7. Endodontics treatment including root canal therapy.
8. Injection of antibiotic drugs by the attending dentist
9. Repair or recementing of crowns, inlays, onlays, bridgework or dentures. Relining or rebasing of a dental prosthesis more than six (6) months after the installation of an initial or replacement prosthesis, but not more than one relining or rebasing in any period of thirty-six (36) months.
10. Inlays, onlays, gold fillings or crown restorations to restore diseased or accidentally broken teeth when the tooth, as a result of extensive cavities or fractures, cannot be restored with an amalgam, silicate, acrylic, synthetic porcelain, or composite filling.

f) Class III Expenses: Extraordinary Care
(Percentage payable: 50%)

1. Initial installation of fixed bridgework, including inlays and crowns as abutments.
2. Initial installation of partial or full removable dental prosthesis (including precision attachments and any adjustments during the six (6) month period following installation).
3. Replacement of any existing partial or full removable dental prosthesis or fixed bridgework by a new prosthesis or by new bridgework, or the

addition of teeth to an existing partial removable prosthesis or to bridgework, on presentation of satisfactory evidence that:

- a) The replacement or addition of teeth is required to replace one or more teeth extracted after the existing prosthesis or bridgework was installed, or
- b) The existing prosthesis or bridgework was installed at least five (5) years prior to its replacement and the existing prosthesis or bridgework cannot be made serviceable; or
- c) The existing prosthesis is an immediate temporary prosthesis which cannot be made permanent and replacement by a permanent prosthesis takes place within twelve (12) months of the date of initial installation of the immediate temporary prosthesis.

Normally, dental prostheses will be replaced by prostheses, but if a professionally adequate result can be achieved only with bridgework, such bridgework will be covered by the Dental Plan.

4. Services of a licensed Dental Therapist are covered under this plan.

5. If the employee opts for the dental implant option instead of a bridge or crown, the price of the dental implant will be reimbursed up to the cost of the alternative treatment.

- g) Class IV Expenses: Orthodontic Care
(Percentage payable: 50% to a lifetime maximum of \$2,000 per dependent children)

Orthodontic diagnostic procedures and treatment consisting of surgical therapy, appliance therapy and functional/myofunctional therapy (including related oral examinations, surgery and extractions). This benefit applies only to children under 19 years of age.

Coordination of Benefits

In some situations, an employee and his eligible dependents may have similar benefit coverage under another group insurance plan. **Your** plan contains a Coordination of Benefits (COB) provision that is designed to share the cost between plans and ensure that the employee receives the maximum overall benefit. COB also ensures the employee is not reimbursed for more than the actual expenses incurred.

The order of claims submission is as follows:

1. The employee sends any claim related to expenses that he has personally incurred to his own plan first.
2. The spouse sends any claim related to expenses that she has personally incurred to her own plan first.
3. Claims for dependent children are sent to the plan of the parent who has the earlier birthday in the year. For example, if the employee's birthday is April 8th, and the spouse's birthday is March 12th, the claim must be sent to the spouse's plan first.
4. **As** required, any claims not paid in full by the first plan should be sent to the other plan together with a copy of the EOB and receipt.

Section IV - Basic Life Insurance, Accidental Death and dismemberment for active or retired employees

Life Insurance Benefit - Effective on the ratification date, in the event of your death, regardless of the cause, your beneficiary will receive an amount equal to two times your annual earnings* rounded to the nearest multiple of \$500 if not a multiple already (maximum benefit \$150,000 for active employees (and \$30,000 for retirees less than 65 years old). You may change your beneficiary at any time subject to the laws governing such changes.

Reduction Article - Your life insurance coverage will be reduced on the earlier of the following dates:

- a) If you are still actively employed when you attain age 70, your insurance will be equal to 1 1/2 times your annual earnings, however the maximum coverage will be reduced to \$25,000.
- b) On the date you retire, subject to the following:
 - i) if you are at age 65 or over and you have between seven (7) and fifteen (15) years of service, and you have retired under the terms of the Company Pension Plan, your coverage will be reduced to 20% of your earnings in effect immediately prior to your retirement, subject to a maximum benefit of \$5,000.
 - ii) If you are at age 65 or over and you have more than fifteen (15) years of service, and you have retired under the terms of the Company Pension Plan, your coverage will be reduced to 40% of your earnings in effect immediately prior to your retirement, subject to a maximum benefit of \$10,000.

- iii) If you are at age 65 or over and you have less than seven (7) years of service, and you have retired under the terms of the Company Pension Plan, you do not qualify for life insurance coverage.

To qualify for reduced life insurance on retirement, you must commence to receive pension benefits immediately on termination as an active employee.

- Earnings are defined as your gross earnings excluding bonus, commissions and overtime.

Accidental death and dismemberment benefit - As an employee of the Company, you are automatically covered under the "Accidental Death and Dismemberment" for an amount equal to your Basic Life Insurance coverage.

The coverage applies 24 hours a day, **on** or **off** the job, anywhere in the world.

The amount payable for all your losses as a result of the same accident is limited to **100%** of your amount of insurance under this coverage. Benefits will be paid to you or, **in the event of your death, to your designated beneficiary under the Basic Group Life Insurance Plan.** If death, dismemberment or **loss** occurs within 365 days of the date of the accident, the following benefits will be paid:

Loss of:	Percentage payable:
Life	100%
Both hands or feet or sight of both eyes	100%
Speech and hearing	100%
Either one hand or one foot and the sight of one eye	100%
Either one arm or one leg.....	75%
Either one hand or one foot.....	66%
Sight of one eye	66%
Speech or hearing.....	66%
Thumb and index of either hand	33%
Quadriplegia (paralysis of both upper and lower limbs)	200%
Paraplegia (paralysis of both lower limbs).....	200%
Hemiplegia (paralysis of upper and lower limbs of one side of the body)	200%
Loss of hearing in one ear.....	25%

Life insurance for the spouse and dependent children
The coverage is as follows:

- Spouse \$10,000
- Children \$5,000

Section V - Short term disability

If you become disabled, unable to work, and are under the continuing care of a physician, you will receive a weekly income of 66 ⅔% of your weekly earning up to the greater of \$550 per week or the maximum weekly Employment Insurance Commission benefit.

Your weekly benefit will be reduced by any income you are eligible to receive from the following sources:

1. Any government plan of automobile insurance providing income replacement indemnity, subject to the provisions of the Employment Insurance Act;
2. Earnings or payments from any employer that results in your income while disabled exceeding 100% of your pre-disability earnings.

Your benefits will commence on the 4th calendar day of a disability caused by a non-occupational sickness, the 1st day of a disability caused by an accident (excluding occupational accident) or hospitalization.

Your benefits will continue until you recover or have received a maximum of 26 weeks in benefits, whichever is earlier.

If an employee is pregnant, she will receive during six (6) weeks a maternity benefit equivalent to her weekly disability benefit, from the moment her maternity benefits from Employment Insurance cease. These benefits are payable due to the pregnancy and not necessarily because the employee is disabled. However, the employee who is in fact disabled following her pregnancy is eligible to disability benefits in addition to her six (6) weeks allowance. The maximum allowance period is 26 weeks, excluding the six (6) weeks of maternity benefits.

"Disabled" means the inability to work for your employer for wages or profit due to bodily injury or disease.

"Earnings" are defined as your gross earnings excluding sporadic bonuses, sporadic commissions and sporadic overtime.

Section VI -Long Term Disability Plan

The Long Term Disability Plan provides income security should you become disabled and remain so over a long period of time while under the continuing care of a physician.

Your benefit will be 60% of your monthly earnings *, up to a maximum of \$3,000 per month.

This amount will be reduced by other income to which you may be entitled due to your disability, whether you request it or not, from any **of** the following sources:

1. Disability benefits payable under the Canada/Quebec Pension Plan.
 2. Earnings or payments from any employer.
 3. Disability benefits payable under any other group insurance plan or individual policy under an open-end group contract.
 4. Disability benefits payable under another government plan (excluding Employment Insurance Benefits).
 5. Benefits payable under Workers Compensation legislation.
 6. Retirement benefits provided by an employer and/or the government.
 7. **Disability benefits payable under any auto-insurance plan.**
- "Earnings" are defined as your gross earnings excluding bonus, commission and overtime.

The benefit as calculated will be further reduced by any amount by which such benefit, when added to the income from all other sources enumerated (including Canada/Quebec Pension Plan benefits payable to you on behalf of your dependents), exceeds 70% of your gross earnings.

- a) *Start of benefit payments* - Benefits begin the day after the end of a 26-week waiting period, provided proof of disability is submitted within 12 months following the date your disability began.
- b) *End of benefit payments* - Benefits end on one of the following events, whichever occurs first:
 - i) end of disability
 - ii) the last day of the month of your 65th birthday. If benefit payments begin during the 12 months that precede this anniversary, it continue for the duration of the disability, up to a maximum benefit period of 12 months.

Section VII - Business Travel Accident Insurance

You are insured against accidental death and dismemberment while you are travelling anywhere in the world on authorized business for the Company. Business travel includes short errands around town as well as long trips away from your office but excludes normal commuting to and from work.

This coverage is also provided while you are riding as a passenger on any civilian aircraft and on transport type aircraft operated by the Armed Forces of any country. Coverage on the aircraft is offered provided that the aircraft has a current unrestricted airworthiness certificate and is operated by a properly certified pilot.

- a) **Amount of Insurance** - You are covered for \$200,000.
- b) **Exclusions under the Business Travel Accident Insurance** - This Plan does not cover losses resulting from:
- Intentionally self-inflicted injury, suicide or any suicide attempt, while sane or insane;
 - Injury sustained while serving in the Armed Forces of any country;
 - Illness, disease or bodily infirmity;
 - Flying in any aircraft that is used for fire fighting, pipeline inspection, powerline inspection, aerial photography or exploration;
 - Flying as a pilot or member of the crew of any aircraft;
 - Being a passenger on aircraft owned or operated by you, a member of your household or the Company.

Section VIII – Maintenance of Sections I, II and IV in effect during layoff

Employees who have one year seniority at the time of their layoff will benefit from the above insurance on the following basis:

Sections I and II remain in effect for a 30-day period following the layoff effective date.

Section IV remain in effect for a three (3) month period following the layoff effective date.

The information provided in this Appendix C summarizes the benefits and provisions of your group insurance plans and does not constitute the group policies nor a contract of insurance. Should the interpretation regarding the rights of a covered person be questioned, the Group Policy issued to the Company by the insurance carriers shall prevail.

Appendix D – Supplementary Unemployment Insurance Benefits

In the event that the employer lays off an employee due to lack of work for a temporary period, the affected employee shall be entitled to the Supplementary Unemployment Benefits Plan (SUB Plan), as authorized beforehand by Human Resources Development Canada, for a period not exceeding his recall rights based on the following terms:

1) *Individual entitlement*

In the event of a layoff, an employee shall be entitled to the SUB Plan at the rate of one (1) week of basic pay for each two (2) years of continuous service completed, if he submitted a benefit claim to Employment Insurance.

The employee has no acquired right to SUB, except during the unemployment period stipulated in this Plan. No employee shall be entitled to SUB if unemployment is the result of a fire, flood, explosion, bombing or earthquake that damages the plant, making it impossible to resume work in the section where the employee worked.

Payments related to guaranteed annual compensation, deferred compensation and separation pay are neither increased nor reduced by payments received under this plan.

2) *Amount of benefits*

Eligible employees shall be entitled to benefits as follows:

1st week (waiting period - employment insurance) - 80% of basic weekly pay;

2nd week (waiting period - employment insurance) - 80% of basic weekly pay;

3rd and subsequent weeks - 80% of basic weekly pay less any employment insurance benefits paid or payable and any other compensation, until such time as the individual entitlement defined above is exhausted.

3) *Administration*

The Company shall administer the supplementary unemployment benefits. This plan is financed by the Company, who will keep a separate account of it.

The Company shall notify Human Resources Development Canada, in writing of any modification to the plan within thirty (30) days of the effective date of the change.

Appendix E – Pension Plan

The pension plan is a non-contributory plan beginning on April 1st, 1988.

Employees shall be automatically enrolled in the pension plan once they complete their probationary period.

All employees who, on April 1st, 1988, are active members of the pension plan shall be credited in full for their continuous service with the company.

Benefit level

For the purpose of calculating the monthly retirement benefit of a member, the benefit level is equal to:

- As of April 1, 2005 - \$43 per pensionable months of service
- As of April 1, 2006 - \$43 per completed months of service and \$44 per month per future years of service
- As of April 1, 2007 - \$43 per month per completed years of service until March 31, 2006 and \$44 per month per future years of service
- As of April 1, 2008 - \$43 per month per completed years of service until March 31, 2006 and \$44 per month per years of service completed between April 1, 2006 and March 31, 2008 and \$45 per month per future years of service

For those employees who were members of the pension plan before April 1st, 1988, the pension benefits shall be calculated as per the current and former formulas and the employee shall receive the highest of the two pension benefits.

Supplemental benefits

A member who is 58 years old and has accumulated 10 years of pensionable service or a member who has accumulated 30 years of pensionable service and is retiring shall receive an early retirement supplemental benefit up to age 65 or the month of his death if this event occurs before his 65th birthday, at the following rates:

On April 1st, 2003, \$30 per month for each year of pensionable service, up to a maximum of \$900 per month.

Early retirement benefits

A member who retires as of April 1st, 1997 after having accumulated at least 30 years of pensionable service or a member who retires after reaching age 60 shall be eligible to receive an unreduced annual pension as of the date of his early retirement.

The amount of the benefit shall be calculated in accordance with paragraph 5.1 of the plan, based on his pensionable service, final average earnings, final average YMPE and benefit level as at his early retirement date.

Survivor benefits

For a member who has chosen to receive an adjusted lifetime monthly benefit, his surviving spouse shall receive for the rest of her lifetime, a monthly benefit equal to 60% of the adjusted monthly benefit that the retired member was receiving immediately before his death.

If the age difference between the member and his spouse is 5 years or less, the adjusted lifetime monthly benefit payable to the member shall be equal to 95% of the benefit for life of the latter.

If the spouse is older than the member by more than 5 years, the 95% of the adjusted lifetime benefit payable to the member shall be increased by ½%, up to a maximum of 5%, for each year exceeding the 5 years.

If the spouse is younger than the member by more than 5 years, the 95% of adjusted lifetime benefit payable to the member will be reduced by ½% for each year exceeding the 5 years.

Retired employees

Effective January 1st, 1993, the monthly pension for employees who retired on or before January 1st, 1992 shall be increased by an amount equal to \$0.60 per month for each year of service credited.

Purchase of prior service

Pension plan members may elect to purchase prior years of service with the company. The cost of such benefits will be entirely paid by the employees.

This is a summary of the changes made in the company's pension plan and does not constitute the text of the pension plan. The basic pension plan, including the above-mentioned changes, shall be subject to the Act respecting Supplementary Pension Plans and is authoritative in all cases of interpretation.

Appendix F – Separation Pay

- 1) Upon receiving a layoff notice according to Article 8, an employee may voluntarily choose to end his employment with the company and receive a separation pay equal to one **(1)** week of base salary for every two **(2)** years of continuous service completed. In such a case, the employee shall lose his recall and seniority rights.

- 2) In the event of a partial or complete closing of the location covered due to subcontracting, an employee who voluntarily chooses to end his employment with the company upon receiving a layoff notice pursuant to Article 8 may elect to receive separation pay under paragraph 1) above or to have his separation pay calculated and administered as follows: the employee will be eligible to receive periodic payments, every two (2) weeks, equivalent to his previous regular biweekly salary (less appropriate deductions) through direct deposits up until the earlier of:
 - a) the date when the said periodic payments terminate calculated on the basis of one **(1)** week of base salary for each year of continuous service completed up to a maximum of twenty-six (26) weeks; or
 - b) the date when the employee starts a new job or another remunerated activity. The employee must inform the company as soon as he begins a new job or any other remunerated activity and he must reimburse the company for any periodic payments received after the start of the said job or remunerated activity.

In such a case, the employee loses his recall and seniority rights.

Memorandum of Agreement #1 – Sexual Harassment

The company, the union and employees should not tolerate any form of sexual harassment at work.

Sexual harassment means any shocking remark of a sexual nature, any gesture or physical contact of a sexual nature that could be deemed unpleasant or shocking, whether it is a single incident or a continuous series of minor incidents. Sexual harassment is an intentional and unsolicited behaviour of a sexual nature. It holds a coercive power and is one-sided.

An employee who believes that he has been a victim of sexual harassment at work may avail himself of the grievance procedure.

Grievances filed pursuant to this letter of agreement shall be handled promptly and confidentially insofar as is possible.

The company and the union will unite their efforts to promote an environment free of any sexual harassment.

* It is also agreed that CEP Local 508-1 will post the National union policy on its own bulletin boards, following signing of the new collective agreement.

Memorandum of Agreement #2 – Maternity Leave

- 1) To benefit from maternity leave, an employee must have completed twenty (20) weeks of work for the same employer in the twelve (12) months preceding the date on which leave begins and be employed by the employer on the day preceding the notice provided in articles 8 and 9.
- 2) For the purposes of article 1, an employee shall be deemed to be employed by an employer during a strike or a lockout.
- 3) Subject to articles 6 and 7, an employee shall be entitled to a continuous period of maternity leave without pay that shall not exceed one (1) year (the duration of the maternity leave includes the parental leave provided by the Labour Standards Act). She may divide the leave as she wishes before and after the anticipated date of birth. Leave cannot, however, begin earlier than the sixteenth (16th) week prior to the anticipated date of birth.
- 4) As of the sixth (6th) week preceding the anticipated date of birth, the employer may require a pregnant employee who is still working to supply a written medical certificate vouching that she is fit to work.

If the employee refuses or fails to provide this certificate within eight (8) days, the employer may force her to go on maternity leave immediately by sending her written notice, with reasons, to this effect.

- 5) Upon presentation of a medical certificate indicating that an employee's working conditions involve physical risks for her or her unborn child, the employee may ask to be assigned to another job until she goes on maternity leave, if such a job is available.

An employee thus transferred shall retain the rights and privileges attached to her regular job in her new job.

If the employer does not transfer her within ten (10) working days, or if such a job is not available, the employee may apply for precautionary cessation of work as provided for in the Quebec Occupational Health and Safety Act. In such a case, maternity leave shall begin immediately after the precautionary cessation of work.

- 6) When a spontaneous or legally induced miscarriage occurs before the beginning of the twentieth (20th) week preceding the anticipated date of birth, the employee is eligible to a maternity leave of no more than three (3) weeks.

- 7) If an employee gives birth to a stillborn child after the beginning of the twentieth (20th) week preceding the anticipated date of birth, her maternity leave shall end no later than five (5) weeks after the date of birth.
- 8) At least three (3) weeks before going on leave, an employee must give the employer a written notice indicating the date she plans to begin her maternity leave and the date she will return to work. This notice shall be accompanied by a medical certificate attesting to the pregnancy and the anticipated date of birth.
- 9) Less than three (3) weeks' notice may be given if the medical certificate attests that the employee needs to stop work sooner.
- 10) In the event of a spontaneous or legally induced miscarriage or in the event of premature birth, the employee shall give the employer written notice of the event as soon as possible, indicating when she expects to return to work and including a medical certificate attesting to the event.
- 11) An employee may report for work before the date stipulated in the notice provided for in articles 8 and 10 after giving the employer at least three weeks' written notice from her new date of return to work.
- 12) In the event and within the limits of articles 3, 6, and 7, an employee may report for work later than the date mentioned in the notice provided for in articles 8 and 10 after giving the employer at least two (2) weeks' written notice, informing it of what has happened if this has not already been done and of her new date of return to work.
- 13) An employee who does not report for work on the date of return to work stipulated in the notice mentioned in article 12 is deemed to have resigned.
- 14) The employer may require an employee returning to work within two (2) weeks of the date of birth to provide a medical certificate vouching that she is fit to resume work.
- 15) For the period of the leave during which the employee receives unemployment benefits (currently 15 weeks), including the two (2) week waiting period and the period of payment by the insurance carrier of a special six (6) weeks maternity benefit under the short term disability plan, the company shall continue to pay all premiums for the group insurance plan. Membership to various group insurance coverage will be maintained after this period if the employee pays the premiums.
- 16) At the end of her maternity leave, the employer must reinstate the employee in her regular job, granting her all the benefits she would have enjoyed had she remained at work.

- 17) If the employee's regular job no longer exists when she returns to work, the employer must recognize all the rights and privileges she would have enjoyed when the job was eliminated had she then been at work.
- 18) When the employer proceeds with dismissals of staff that would have included the employee had she remained at work, she shall retain the same rights as the employees dismissed, in particular with respect to rehiring.
- 19) This section shall not have the effect of conferring any benefit that an employee would not otherwise have enjoyed had she remained at work.
- 20) The employee shall accumulate her seniority during her maternity leave,
- 21) The father of a newborn child and the employee who adopts a child (except for a spouse's child) who, legally, is too young to go to school are eligible to a parental leave without pay of no more than thirty-four (34) continuous weeks. The conditions applicable for such leave are stipulated in the Labour Standards Act.

. You can review the terms and conditions of the Maternity Leave Act by visiting the following Web site:

http://formulaire.gouv.qc.ca/cgi/affiche_doc.cgi?dossier=6821& sujet=13 (French only)

In the event of discrepancy between the Act respecting Labour Standards and **the** text of this clause, the Act respecting Labour Standards would prevail.

Memorandum of Agreement #3 – Tuition Refunds

The Company agrees to maintain its current practice relative to tuition refunds.

Memorandum of Agreement #4 – Smoking Room

Until it announces the modification of its current policy on smoking, the company shall maintain a smoking room for smokers.

Memorandum of Agreement #5 – Employment Equity

The Company agrees to maintain employment equity according to the law in force.

Memorandum of Agreement #6 – supernumerary Employees and Student Trainees

Supernumerary employees

Both parties understand that the following provisions shall govern the use of supernumerary employees:

1.1 Supernumerary employee means:

- a) a person, including agency personnel, hired for a period of more than three (3) weeks but for no more than nine (9) months.
- b) a person hired specifically to replace an employee absent due to sickness, maternity, or on leave of absence according to articles 5 and 17. In such a case, the replacement will be for the whole duration of the absence. If a supernumerary employee remains employed for a consecutive nine (9) months period or longer, this person will become eligible to the benefits program.

1.2 The union shall be advised in writing of any hired employee covered by this memorandum of agreement. This notice shall include the name, date and probable duration of employment. It is agreed that the number of hired supernumerary employees may not exceed twelve percent (12%) of the total number of active members of the bargaining unit as indicated on the union roll of the preceding month (rounded to the nearest number).

The company may agree with the union to increase temporarily the number of supernumerary employees or the duration of their employment, beyond what is mentioned above.

However, all persons hired for replacement purposes, as mentioned in article 1.1b), shall not be considered for the above mentioned calculation.

1.3 Union dues shall be deducted and remitted to the union as provided for in the agreement.

1.4 A supernumerary employee shall not have seniority rights and may be bumped by a laid-off employee who has recall rights or bumping rights pursuant to articles 8.10, 8.11 or 8.17.

Student trainees

Both parties understand that the following provisions shall govern the use of student trainees:

- 2.1 Student trainees are defined as persons enrolled in a recognized educational institution at the college level who are hired for a training period as part of the study program of the institution he attends.
- 2.2 The union shall be advised of the hiring of a student trainee for a job in the bargaining unit.
- 2.3 The student trainee shall pay union dues as stipulated in article 1.3 of this memorandum.
- 2.4 The employment of the student trainee shall terminate at the end of the training period.
- 2.5 The company may hire student trainees providing that there is no one on the recall list in the classification in question and that such hiring will not entail any layoff.
- 2.6 The company shall advise the union of the length of the training period.

The hiring of supernumerary employees cannot result in the layoff of a regular full time employee qualified to perform the work to be assigned to the supernumerary employee.

Supernumerary employees are not covered by the collective agreement with the exception of the following articles:

- Article 3 (Rights and Functions of Management)
- Article 4 (No discrimination)
- Article 5.09 (Educational Leave)
- (Only for the purpose of calculating the amount due by the Company)
- Articles 6.01, 6.02, 6.03 (Union Security)
- Articles 6.04, 6.05, 6.06, 6.07, 6.08 (Notice to Union)
- Article 9 (Discipline)
- Articles 12.01, 12.02, 12.03, 12.04, 12.05, 12.06, 12.07, 12.08 (Salary rates and classifications)
- Articles 14.01 (except retirees and rehires), 14.02, 14.03, 14.04, 14.05, 14.06, 14.07, 14.08, 14.09, 14.10, 14.11, 14.12, 14.13, 14.14, 14.15 (Hours of work, shift work and overtime)
- Article 15 (Statutory Holidays)
- Article 18 (Miscellaneous Allowances and Field assignments)
- Articles 19.06, 19.07 (Work Injuries)
- Article 21 (Duration of the Collective Agreement)
- Appendixes A, A-1 and A-2 (Salary Administration and Classifications)
- Memorandum 1 (Sexual Harassment)
- Memorandum 4 (Smoking room)

In addition, supernumerary employees will receive a vacation premium equivalent to four percent (4 %) of their earnings between their hiring date and termination date.

In addition, supernumerary employees may avail themselves of the Grievance Procedure (article 7) in relation with the above-mentioned Articles, Appendices and vacation premium.

Supernumerary employees may be hired as permanent employees in the position that they filled temporarily after:

- a) the job has been posted;
- b) no employee applying for the job has been judged capable of tilling it. For the chosen applicant, the time worked during his supernumerary employment will be deducted from the probationary period provided for in 8.02.
- c) the reasons for refusing to give the job have been transmitted in writing of the employees who applied as well as the union.

A supernumerary employee who becomes Permanent will be recognized all the period of supernumerary assignments worked in the supernumerary job for the purpose of continuous service. In addition, the time worked in the supernumerary job is deducted from the trial period provided in clause 8.02.

However, the group insurance coverage is administered on the basis of the hiring date as a regular full-time employee, with the resulting waiting period in accordance with the master group insurance policy.

Memorandum of Agreement #7 -- Flexible Working Hours

The Company and the union agree to introduce a program of flexible working hours based on the following definitions and rules:

A) Definitions

a) *Core hours*

The periods when an employee must work.

b) *Range of hours*

The total number of hours the business is open. The range of hours runs from the first arrival at work to the last departure from work.

c) *Regular hours*

The hours that employees would normally work if they were not subject to flexible working hours.

d) *Flexible hours*

The periods during which an employee may choose to begin or end his day of work or take a meal break.

e) *Credited hours*

The hours worked during flexible hours that are necessary to complete the thirty seven and a half (37.5) hour work week.

f) *Weekly schedule*

The hours when an employee expects to start and finish work in a standard week.

B) Rules

a) *Corehours*

Day	Evening	Night
9:00 to noon	17:30 to 20:30	01:00 to 04:00
13:30 to 15:30	21:30 to 23:30	05:00 to 07:00

b) Range of hours

Day	Evening	Night
7:00 to 18:30	15:30 to 02:00	23:00 to 09:30

c) Mealbreak

	Day	Evening	Night
Minimum:	0.5 h	0.5 h	0.5 h
Maximum:	1.5 h	1.0 h	1.0 h

d) Flexible hours

Day	Evening	Night
7:00 to 9:00	15:30 to 17:30	23:00 to 01:00
noon to 13:30	20:30 to 21:30	04:00 to 05:00
15:30 to 18:30	23:30 to 02:00	07:00 to 09:30

e) Workweek

The normal work week shall consist of thirty seven and a half (37 ½) hours, from Monday to Friday. The work day shall consist of core hours and flexible hours. Should an employee fail to work thirty seven and a half (37 ½) hours in a week, he shall be paid for the number of hours worked. An employee's supervisor cannot demand that an employee take compensating time off for hours worked at the supervisor's request.

f) Credited hours

A maximum of three (3) credited hours per day may be banked for some future date. At the end of each week, the credited hours are lost with the exception of hours deferred for compensating time off.

g) Weekly schedule

Before the beginning of each work week, an employee shall present his weekly schedule.

h) Conditions of participation

Flexible hours shall be discussed by the respective members of the team and shall be approved by the managers concerned.

The company reserves the right to introduce the privilege of flexible working hours in any department.

The company reserves the right to put an employee or group of employees back on regular hours if the work schedule **so** requires.

An employee's supervisor shall do his best to permit an employee to follow his weekly schedule. There may, however, be times when the supervisor may ask an employee to be at work at a specific time during the range of hours.

An employee's supervisor shall discuss any abuse of flexible working hours privileges with him. An employee's supervisor may cancel his flexible working hours privileges if he continues to abuse them.

i) *Employee participation*

Participation in the flexible working hours system **shall** be voluntary.

C) Effect on the agreement

When an employee participates in the flexible working hours program, articles **14.01** and **14.06** shall not apply.

Letter of Agreement #1 – Solidarity Fund

The present letter is to confirm to you that the company agreed to collaborate with your union to allow employees **who** are interested to subscribe through payroll deductions to the saving plan of the "Fonds de solidarité des Travailleurs du Québec (FTQ)".

Letter of Agreement #2 – Meeting Room

When a member of the union committee is released within the building in accordance with article 5.03 and this person needs a meeting room, he will forward his request to the Human Resources Department who will make the necessary arrangements.

Letter of Agreement #3 – Mobility Among the Space and Technology Group Sites

Notwithstanding any other provision of this collective agreement which is irreconcilable with this letter of agreement, the parties agree that this letter shall not be used to modify nor interpret the said collective agreement and that it is agreed to only for the purpose and application specified below.

In order to offer our employees the possibility of alternative employment within the company, the Company will inform them of open positions within other MDA divisions. Employees who fulfill the requirements of open positions will be considered.

Letter of Agreement #4 – Reduced Workweek at the Company’s Request

For justified business motives, particularly to reduce layoffs, the Company may implement for a period of less than six (6) months a reduced four (4) day workweek under the following provisions. In this event, the Company agrees to meet the Union and explain its decision, and to the extent possible, develop a common approach at least ten (10) working days before such measure is implemented.

1. If the need arises to extend the reduced four (4) day workweek for more than six (6) months, the company and the union will meet to discuss the parameters of the extension and will have to agree on the said extension.
2. The reduced four (4) day workweek can impact all or some of the employees covered by this collective agreement. In the latter case, the employees concerned can be part of one or many departments, salary groups, programs or projects or even one or many classification families.
3. The employees working on a reduced four (4) day workweek will be paid based on the hours worked.
4. The group benefits plan, the pension plan, vacation, supplementary unemployment benefits and minimum layoff notice remain unchanged.
5. In the event of sickness, the employee will not be paid for an absence that coincides with a day that is not a working day under the employee’s reduced four (4) day workweek.
6. In the event of overtime to be done by employees on a reduced four (4) day workweek, the Company shall reach an agreement with the Union in advance.

Letter of Agreement #5 - Deferred Compensation Leave

Preamble

Accrual Period	Part of the salary retained during the accrual	Duration of the leave	Approximate salary paid during the leave
4 years	20%	1 year	80%

The salary considered includes the base salary and the cost-of-living allowance.

Under the federal Income Tax Act, the employee shall return to his job after the leave of absence for a period at least equal to the duration of the leave. This does not constitute a guarantee on the part of the Company.

2-year accrual period

Eligibility

Any employee with at least five (5) years of continuous service is eligible to apply. Continuous service will be used as one of the criteria to establish the priority for awarding such special leave in the event that too many employees apply for the special leave at the same time, or in the event that the special leaves overlap or are too close from one another and create a situation where there are not enough employees within a job classification, all of which could affect the stability and the efficient operation of one or several departments, programs or projects.

The employee interested must submit his **written** application to his supervisor, on the form provided for this purpose, no later than September 15th to start the accrual period on November 1st, and no later than March 15th to start the accrual period on May 1st.

It is agreed that the employee cannot begin such leave without having completed the full two (2)-year accrual period of active service.

Duration

Accrual Period	Part of the salary retained during the accrual	Duration of the leave	Approximate salary paid during the leave
2 years	20%	6 months	80%

The salary considered includes the base salary and the cost-of-living allowance.

Under the federal Income Tax Act, the employee shall return to his job after the leave of absence for a period at least equal to the duration of the leave. This does not constitute a guarantee on the part of the Company.

Group Insurance Coverage

The group benefits of the employee will be treated as follows during the accrual period and the leave of absence:

- The accrual period and the leave of absence are considered as years of pensionable service.
- During the accrual period, the employee's vacation pay will be determined and paid at 80% of the base salary.
- During the accrual period, the employee will be fully covered by the group insurance coverage.
- With the exception of the short-term and long-term disability benefits and the business travel insurance, group insurance coverage is maintained during the leave of absence.

In the event that the employee becomes eligible to short-term disability benefits during the accrual period, his participation to the Program will be suspended until his return to active work and the start of the leave of absence will be postponed by a period equal to the time that participation was suspended. During the leave of absence, the employee's short-term disability coverage will be suspended.

In the event that the employee becomes eligible to long-term disability benefits during the accrual period, it will be assumed that the participation of the employee to the Program will end at this time. During the leave of absence, the employee's long-term disability coverage will be suspended.

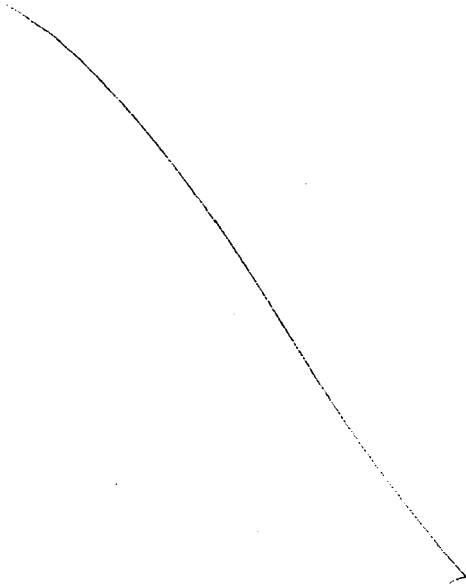
In the event that, pursuant to the Letter of Agreement #4, the Company implements the reduced workweek during the accrual period, the employee's participation to the Program will be suspended until he returns to the normal workweek, and the start of the leave of absence will be postponed by a period equal to the time that participation was suspended. If the return to the normal workweek occurs more than six (6) months after the reduced workweek effective date, it will be assumed that the participation of the employee to the Program will end at this time.

The Union and the Company acknowledge that the implementation, administration and maintenance of this Program, in whole or in part, is subject to the maintenance of the approval of Government authorities.

Finally, the Union and the Company agree to re-evaluate in time the use and relevance of the Program.

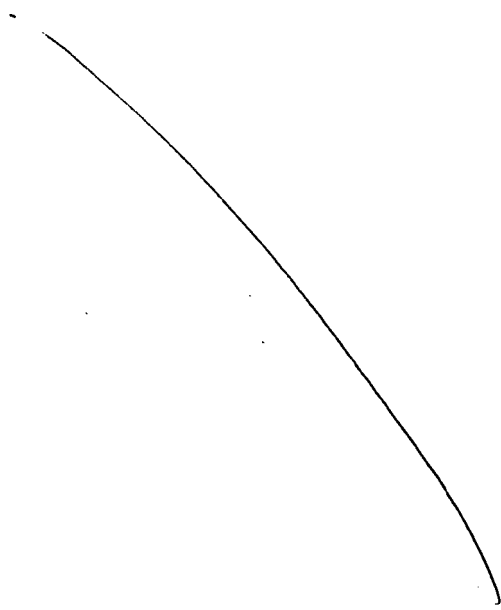
Letter of Agreement #6 – Job Opportunities

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Letter of Agreement #7 – Hard Drive

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Letter of Agreement #8 – On Call Premium

An employee on call at the express and formal request of his supervisor and who carries a pager will receive the greater of the two following amounts:

a) Compensation at the applicable rate for all authorized work accomplished during the on call period. This compensation includes, if applicable, the amount payable during a recall to work specified in Section 14.12.

or

b) Compensation equivalent to one hour's salary at the regular rate for each 24 hour day of a regular work week and two hours of salary at the regular rate for each 24 hour day during the weekend and on statutory holidays and for which the company has asked the employee to be on call.

Memorandum of Agreement on article #11 – Jobsecurity

Both parties agree that in order to ensure an abiding and constant enforcement of this article, the company undertakes to schedule informative meetings with managers in order to appeal or clarify its duties and responsibilities.

Topical Index

Topic	<i>Page</i>
Adjustment of pay to cost of living	13.....20
Administration of pay	Appendix A-138
Annual Vacations	16.....25
Arbitration	7.06.....9
Bereavement leave	17.02.....27
Bumping rights	8.11.....12
Business Trips	18.01.....28
Call-back premium	14.12.....23
Contracting out	11.03.....19
Deferred Compensation Leave	14.16.....24
	Letter #578
Disciplinary action	9.02.....16
Discipline	9.....16
Duration and renewal	21.....33
Education leave	5.08.....5
Employment equity	Memorandum #567
Field assignments	18.....28
Flexible working hours	Memorandum #7.....70
Grievance procedure	7.....8
Group insurance plans	19.02.....31
	Appendix C46
Health and safety	10.....17
Hours of work	14.01.....21
Job classifications	Appendix A-242
Job descriptions	Appendix A-242
Job posting	8.1715
Job security	11.....18
Jury duty	17.03.....28

<i>Topic</i>	<i>Page</i>
Layoff notice	8.11.....12
Leave of absence	17.....27
Leave of absence without pay	17.01.....27
Lieu time bank	14.15.....23
Lockout	21.04.....33
Management rights	3.....2
Marriage leave	17.04.....28
Maternity leave	Memorandum #2.....62
Meeting rooms	Letter #2.....74
Miscellaneous allowances	18.....28
Mobility among sites	Letter #3.....75
New classification	12.04.....19
No discrimination	4.....3
Occupational accident	19.06.....32
Overtime	14.06.....22
Pension plan	19.05.....32
	Appendix E.....58
Performance review	20.....32
Posting	8.17.....15
Probationary period	8.02.....10
Promotion	8.17.....15
Purpose of the collective agreement	1.....1
Recall list	8.13.....14
Recall procedure	8.15.....14
Recall rights	8.14.....14
Reduced Workweek	Letter of Agreement #4.....77
Rest periods	14.14.....23
Salary administration	Appendix A-I.....38
Salary ranges	Appendix A.....35
Salary rates and jobs	12.....19
Scope and recognition	2.....1
Seniority	5.08.....5
	8.....10
	12.06.....19
	16.07.....26
	16.09.....26
	Appendix C.....46

<i>Topic</i>	<i>Page</i>
	Appendix F.....60
	Memorandum #2.....62
	Memorandum#6.....68
Seniority for Union Officers	8.12.....13
Seniority list	6.05.....7
Separation pay	Appendix D.....57
	Appendix F.....60
Sexual harassment	Memorandum #1.....61
Shift premium	14.05.....22
Shift work	14.04.....21
Sick leave	19.01.....31
	Appendix B.....44
Smoking room	Memorandum #4.....66
Social security	19.....31
Solidarity fund	Letter #1.....73
Statutory holidays	15.....24
Strike and lockout	21.04.....33
Student trainees	Memorandum #6.....68
Supernumerary employees	Memorandum #6.....68
Supplementary unemployment benefits	Appendix D.....57
Technological changes	11.04.....19
Temporary transfer	12.06.....19
Transfer	8.15.....15
Tuition refunds	8.11.....12
	Memorandum #3.....65
Union committee	5.02.....3
Union dues	6.03.....6
Union representation	5.....3
Union security	6.....6
Vacation list	16.11.....26
Vacancy	8.17.....15
Work injuries	19.06.....32