

COLLECTIVE LABOUR
AGREEMENT

Between

JTEKT BEARINGS CANADA INC.
Hereinafter referred to the “Employer”

AND

Unifor
Hereinafter referred to the “Union”

Effective as of April 1st, 2023, to March 31, 2026

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SECTION 1 – RECOGNITION

1.01

- a) The Employer hereby recognizes the Union as the exclusive negotiator for, and in the name of, each and every wage earner included in the bargaining unit, as defined in paragraph 1.01-b).
- b) This Agreement applies to all wage earners included in the following bargaining unit: “Production and maintenance wage earners, with the exception of the timekeepers, executives, supervisors, foremen, clerks, office employees and employees paid on a weekly or monthly basis.”

Rev. 93

1.02

Except through mutual agreement between the parties, jobs, duties, functions or work included within the bargaining unit shall not, during the life of this Agreement, be performed by any wage earner outside the bargaining unit.

1.03

The provisions of paragraph 1.02 will not be interpreted as limiting the wage earners outside of the bargaining unit from occasionally performing functions within the bargaining unit in the following cases:

- a) Training or familiarization of foremen with any duties under their supervision;
- b) Training or familiarization of wage earners within the bargaining unit;
- c) Throughout experimental works, startup of a new equipment, a new technology, or new product development, the Employer matches wage earner for purposes of development of skills or assistance in the realization of the work that normally fall within the bargaining unit. Under certain circumstances, the employer may choose to do otherwise, but has the burden of justifying its position;
- d) Urgent unforeseeable situations calling for an immediate response, when no bargaining unit wage earners are available;

Such performing of duties included within the bargaining unit shall not restrain the promoting or recalling of a bargaining unit wage earner nor cause such member to be transferred, laid off or suffer a reduction of earnings.

Rev. 17

1.04

No work pertaining to the bargaining unit can be performed by subcontractors working inside the plant should this, at any time during the life of this agreement, cause a layoff or prevent the recall of a laid off wage earner, unless no laid off wage earner is able to immediately perform the work pertaining to the bargaining unit, or refuses the recall.

The employer recognizes the importance of prioritizing the wage earners covered by the certification unit when work has to be done in the plant. Thus, when work must be carried out, the employer undertakes to encourage the wage earners of the certification unit, as long as the required schedule of execution are respected, that the efficiency of the processes is not affected and that labor, equipment and space are available.

For the communication purposes, the employer maintains a record of contractors performing work in the plant under the control of the certification unit, the nature of the work, as well as a list of the use of external providers. The employer weekly gives information to the Union.

Rev. 20

SECTION 2 – EMPLOYER RIGHTS

2.01

Subject only to the specific agreements and conditions herein provided, the Employer manages the working force, including but not limited to, the right to hire, suspend or discharge for proper and sufficient cause, the right to transfer or relieve wage earners from duty because of lack of work or for any other legitimate reasons and the right to determine the extent and manner in which the plant shall be operated, all of which is vested exclusively in the Employer.

2.02

The Union recognizes the Employer's right to adopt, modify or rescind any reasonable regulation binding its wage earners, provided such regulation does not conflict with any provision of this Agreement.

The Union is informed in writing prior to the entry into force of a new regulation for discussion and can dispute the unreasonable use of a given regulation.

Rev. 17

SECTION 3 – NON-DISCRIMINATION

3.01

No intimidation, threat, coercion or discrimination may be exerted, proffered or tolerated by the Employer, the Union or a wage earner against any person on account of his adherence to the Union, of his functions as an employee, of serving as steward or officer or member of a Union committee or taking part in Union activities or his involvement in a grievance, or on account of his race, color, sex, pregnancy, sexual orientation, marital status, age, religion, political views, language, national and ethnic origin, social condition, handicap or on account of being HIV positive in conformity with the Charter of Human Rights and Freedoms.

Rev. 96

3.02

The masculine gender as used in this Collective Agreement shall include the feminine gender as well.

3.03

The Employer, the Union and the wage earners agree not to tolerate any form of harassment. In addition, the Employer and the Union have policies to this effect.

Rev. 20

SECTION 4 – UNION SECURITY

4.01

As a condition of continued employment, each bargaining unit wage earner shall become and remain a member in good standing of the Union for the entire life of this Agreement. The Employer hereby agrees to deduct from the pay of each wage earner covered by this Agreement an amount equal to the Union dues and initiation fee.

4.02

In the case of new wage earners, paragraph 4.01 shall apply only upon completion of the probationary period provided for in paragraph 9.03 except Union dues, which will be deducted the first month of hiring.

In the case of wage earners excluded from the bargaining unit at the date of signing of this Agreement and who later transfer into the bargaining unit, paragraph 4.01 shall apply as of the date of such transfer.

4.03

The withholding of contributions referred to in subsection 4.01 shall be effected to all pay periods. In the case where a wage earner is absent during the pay period, the deductions will be on the next pay period.

The Employer shall issue to the Unifor national office in Toronto (115, Gordon Baker Rd, Toronto, Ontario, M2H 0A8), on a monthly basis and before the fifteenth (15th) day of the following month, a check equal to the amounts thus collected, including the initiation fees, together with a statement indicating the following information:

- The name of all active and inactive employees;
- The amount of contributions for each employee;
- The wage rate and the job classification that applies to every employee;
- The number of hours that Union dues were calculated;
- If no deduction was taken, the reasons justifying (e.g. lay-off.)

A copy of this statement will be given to the Union Committee President.

Furthermore, the Employer lists the current and cumulative amounts of the deductions of Union fees on the pay slip of each wage earner and lists the total amount of Union fees deducted during the taxation year on the individual T-4 and Relevé 1 forms, or any other equivalent form.

The Union shall notify the Employer in writing of the amount of the Union dues and initiation fee in accordance with the statutes and regulations of the Union. Any change in these amounts shall be applicable within thirty (30) days following the receipt by the Employer of such notice.

Rev. 23

4.04

The Employer shall not incur any responsibility towards the Union or the wage earners regarding the deduction of such Union dues and initiation fee, except the obligation of making such deduction and remitting to the Union the amounts collected.

The Union agrees to indemnify the Employer harmless from any claim liable to arise from the provisions of this section.

SECTION 5 – UNION ACTIVITIES

5.01

The Employer hereby recognizes that the Plant Union Committee is empowered to deal, on behalf of the wage earners, with any matter pertaining to this Agreement or its application or its interpretation, including negotiations of this Agreement and any renewal thereof.

This plant union committee is composed of three (3) employees appointed by the Union, including a president. In the event of an absence due to illness, accident, vacation, or parental leave of more than ten (10) working days of a member of the union committee, the union may appoint a substitute. The union provides the employer with the name of the substitute at least 5 working days before he or she starts.

Rev. 23

5.02

Aside from the three (3) members of the Union committee, the Employer acknowledges the right of the Union to appoint a steward on each work shift to deal with all departments, each one of them having a substitute to handle grievances in their respective department at the first stage of the grievance redress mechanism set forth in subsection 7.03 of this Agreement. This number may be modified by mutual agreement between the Parties.

The Employer also recognizes the Union's right to appoint two (2) social delegates, one (1) female delegate to intervene with women. In the event of an urgent situation requiring immediate intervention, the first paragraph of Article 5.04 will apply. The word "emergency" refers to a non-anticipated situation whose solution cannot be delayed, and which requires immediate intervention.

The role of the Social Delegate: It will be primarily to get involved in prevention activities, but also to assist their colleagues who request it, to facilitate access to the employee assistance program and to raise awareness of alcoholism, addiction, debt, gambling, etc.

The Role of the Female Delegate: Her role will be to listen, support and/or refer to resources, including the Employee Assistance Program, an employee who is facing abuse, violence or harassment (work-related or non-work-related)

Rev. 20

5.03

The Plant Union Committee shall not suffer any loss of salary during the preparation of bargaining, the bargaining or the conciliation for the renewal of the present Agreement.

Rev. 93

5.04

Members of the plant union committee and delegates are allowed, after obtaining the authorization of their supervisor, to leave their work, but not the plant, without loss of wages, for a reasonable period, to fulfill their obligations under this Agreement or to participate in meetings with the Employer's representatives; which permission will not be unreasonably denied.

To perform union duties, the union committee will be released two (2) working days (16 hours during regular scheduled working hours) a week. to conduct union business and meet with the Employer. The Employer will provide a separate office space for the Union's exclusive use.

When a conflict arises, linked to the application of the collective agreement and one or more members of the union committee needs to meet with one or more employees before or after their shift, he or she makes a request to a representative of the Human Resources Department. If so, the meeting time is considered worked.

The Employer acknowledges the importance of the integration of newcomers into the workforce; with this in mind, the Company allows a union representative to have an integration meeting with the new workers at the same time as the one planned by the Employer. In the absence of the above, the Union may schedule a meeting no later than 30 working days following their hiring. The duration of this meeting will be two (2) hours and will take place outside the period set out in the second paragraph of this article. The purpose of the meeting is to present the Union's day-to-day affairs such as role, services, etc.

Furthermore, upon the arrival of new employees, these will be introduced to the union committee members.

Rev. 23

5.05

The national representatives and/or the Union Local President may participate in any joint meetings held on the Employer's premises during working hours, provided they obtain prior authorization from the Employer.

5.06

Union notices duly signed by persons designated for this purpose by the Union shall be posted in the plant by the Union, at mutually agreed locations, provided such notices are previously approved by an Employer representative designated for this purpose. Such approval shall not be withheld unreasonably.

A Union representative shall be allowed to distribute the Union paper at the plant entrance, provided prior authorization is obtained from the Employer.

5.07

Upon Union request therefore, temporary leaves of absence not exceeding two (2) weeks shall be granted by the Employer to a maximum of five (5) wage earners at a time for the purpose of attending Union conventions or taking part in other Union activities.

When the three (3) members of the Union Committee are taking part in the negotiation process for the renewal of the Collective Agreement, the Employer shall authorize a maximum of two (2) other wage earners to attend Union conventions or other Union activities during this period.

Written request for such leaves of absence shall be submitted by the Union at least five (5) days in advance, except in unforeseeable circumstances.

It is agreed that the wage earners selected by the Union to attend such conventions or to participate in other Union activities will be allowed to leave, provided production requirements are fulfilled, failing which other wage earners will have to be selected. The present paragraph does not apply to delegates, to representatives on the Health & Safety Committee (CNESST), to Plant Union Committee members and to the president of the local section.

For the Local Union Treasurer, it is agreed that he will be released without restriction, two (2) days per year, in order to participate in the training of the local representative of the Solidarity Fund of the FTQ and four (4) days per year to attend the Unifor national convention. To use this privilege, the notice of release must be made at least one (1) month in advance specifying that this release applies to the six (6) days named above.

Furthermore, upon written request by the Union, a leave of absence of an unlimited period shall be granted to a wage earner designated as National representative of the Union or any other union function as specified in that written request.

Failure to return to work within sixty (60) days of completion of assignment to the National Union shall terminate any employment relationship with the Employer and shall alienate any right to further rehiring.

The wage earner shall give the Employer written notice of his intention to assert his seniority rights to reemployment, at least two (2) weeks in advance. Only one (1) wage earner at one time shall be granted such a leave of absence.

Except for a leave of absence of an unlimited period of time which is granted to a wage earner in order to carry out his duties as National representative of the Union, the Employer pays the salary during any leave of absence, same as if the wage earner had been present at work.

At the end of each month, the Employer forwards a claim to the Union listing the name of the wage earner, the date of the leaves of absence, the hours paid in accordance to his regular work schedule, the hourly rate, the contributions of the Employer about the said compensation and the total amount of the claim. The Union reimburses the total amount to the Employer within a reasonable time limit.

Rev. 23

5.08

All members of the Plant Union Committee shall be assigned to the day shift only.

5.09

The Employer agrees to remit to a special trust fund, for the purpose of providing paid education leaves, two cents (\$0.02) per hour per wage earner for every hour worked during the quarter.

Such education leaves aim at improving the wage earner's competence in the various aspects of Union duties. Said sums shall be paid on a quarterly basis starting April 1 to an in-trust fund established by Unifor Canada, and shall be sent by the Employer to the following address:

**Unifor Canada
115 Gordon Baker Rd
Toronto, ONTARIO, M2H 0A8**

The Employer will inform the President of the Union Committee of the amounts paid according to the provisions of this Article.

Furthermore, the Employer agrees that, every year, it will grant to a member of the bargaining unit selected by the Union a leave of absence without pay for twenty (20) days of class time, plus travel time, if necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Wage earners will continue to accrue seniority and benefits while on leave.

Rev. 23

SECTION 6 – STRIKE OR LOCKOUT

6.01

The Union agrees that it will not sanction nor authorize any strike, slowdown or other suspension of work on the part of the wage earners during the life of this Agreement, but should such an unauthorized suspension, slowdown or stoppage of work take place, the Employer agrees that it will not sue for, or otherwise claim money damages from the Union by reason of any such unsanctioned or unauthorized strike, slowdown or suspension of work. The Employer agrees it will not authorize a lockout of its wage earners during the life of this Agreement.

6.02

The provisions of paragraph 6.01 shall not be construed as limiting or restricting the rights of the parties wherever applicable under the Labor Code.

SECTION 7 – GRIEVANCES

7.01

A grievance may result from any misunderstanding pertaining to the interpretation or the application of this Agreement, as well as any disciplinary action or employment termination.

Rev. 93

7.02

Before submitting a grievance, both parties agree to meet to discuss it. After agreement between the parties, the persons involved will be convened if necessary.

If there is no agreement, the grievance shall be submitted in writing and dealt with as promptly as possible and during working hours.

Rev. 08

The grievance procedure is as follows:

7.03

First stage: The grievance shall be submitted in writing to the wage earner's immediate foreman or his representative by the wage earner's Union Committee member or his Shop Steward, accompanied or not by the concerned wage earner.

Any grievance must be submitted within fifteen (15) working days of the discovery of the event causing grievance, by the wage earner and/or the Union. Any grievance is prescribed for six (6) months from the day of the occurrence of the action.

The decision of the wage earner's immediate foreman or his representative shall be handed down in writing to the Union Committee member or Shop Steward within two (2) working days of submission of the grievance.

7.04

Second stage: If the wage earner's immediate foreman or his representative does not return his decision within the time prescribed or if such decision is unacceptable, then the Union Committee shall, within five (5) working days, request in writing a meeting with an Employer representative in order to settle the grievance. This meeting shall take place within ten (10) working days of the receipt of the request by the Personnel office.

The decision of the Employer representative must be handed down in writing to the Union Committee within five (5) working days of the above meeting.

7.05

Whenever a grievance involves several wage earners from different departments, the Union Committee may submit it directly at the second stage.

7.06

A technical error in the submission of a grievance shall not invalidate it.

7.07

Any settlement of a grievance shall be submitted in writing and signed by both parties.

7.08

The time limits prescribed by Articles 7 and 8 shall be strictly enforced and failure to abide by them shall invalidate the grievance unless both parties agree in writing to an extension.

7.09

If, in the course of investigating a formal grievance, the Employer interviews a wage earner who is a signatory to the said grievance, the wage earner shall be accompanied by the Union Committee member or Shop Steward.

SECTION 8 - ARBITRATION

8.01

Should the grievance not be settled within the time limit prescribed by paragraph 7.04, the Union Committee may then, within thirty (30) working days of the expiry of such time limit, inform the Employer of its intention to refer the matter to arbitration.

8.02

Both parties agree that all grievance sent to arbitration will be done by accelerated arbitration.

Both parties agree to proceed before the arbitrator designated to hear the grievance within three (3) months of the expiration of article 8.01.

The parties may, by mutually signed agreement, suspend the delays prescribed in article 8.01 of the present Agreement.

Rev. 14

8.03

The arbitration award shall be final and binding between both parties; it shall become effective on the date stated by the arbitrator or, should no date be specified, on the date of the arbitration award.

8.04

Whenever the incident causing the grievance entails the loss of earnings or other benefits, the arbitrator shall be empowered to order compensation, in part or in whole, for such loss.

A grievance calling for compensation shall have no retroactive effect beyond six (6) months preceding the date of the presentation of the written grievance.

In a case involving discipline, the arbitrator shall be empowered to confirm, reduce or cancel the penalty.

8.05

The arbitrator's fee and expenses shall be equally shared by both parties to this agreement.

8.06

The arbitrator shall have authority merely to interpret or apply the provisions of the Agreement and shall in no way be empowered to modify the Agreement.

8.07

In the event of a grievance involving a disciplinary matter including discharge, the burden of proof shall rest with the Employer.

SECTION 9 - SENIORITY

9.01

For the purpose of this Agreement, and barring contrary provisions in this Agreement, « seniority » shall refer to the length of service within the bargaining unit.

9.02

The Employer must draft a seniority and recall list. This list includes the names of all wage earners with seniority rights currently at work, wage earners on authorized leave pursuant to this Agreement or laid off. This list includes the employee's name and number, the date and time of hiring, the status and the department number. This list is permanently posted on the bulletin boards and must be revised by the Employer at least every three (3) months or when there is the addition or the withdrawal of an employee. The Employer shall hand a copy of this list to the Union.

Until he has acquired seniority rights, a wage earner may be dismissed without recourse to the grievance procedure.

Rev. 11

9.03

A wage earner acquires seniority rights after having completed a cumulative probationary period of six hundred and forty (640) regular hours worked within a maximum period of twelve (12) months. At the end of this probationary period, his seniority is retroactive to one hundred and twenty (120) days worked preceding the

day he has completed his probationary period, but under no circumstances may it be previous to his hiring date.

Rev. 11

9.04

Should a wage earner with acquired seniority rights be absent from work through authorized leave or disciplinary suspension, his seniority shall continue to be accumulated during his absence.

9.05

When he is absent from work due to an accident or illness covered by the CNESST (*Commission des normes de l'équité, de la santé et de la sécurité du travail*), his seniority continues to accumulate during this absence. He should return to work when authorized to do so by one or more physicians.

Rev. 17

9.06

Wage earners on layoff shall accumulate their seniority until the period reported in Articles 9.07 and 9.08. Should the wage earner be recalled, the period of layoff will be accounted for seniority calculation purposes.

Rev. 08

9.07

The name of a laid-off wage earner shall be retained on the recall list for a period of eighteen (18) months. However, that period will be of thirty (30) months if he has three (3) years or more of seniority or of forty-eight (48) months if he has five (5) years or more of seniority.

Rev. 02

9.08

A wage earner loses his seniority and his job if:

- a) He is discharged for proper and sufficient cause;
- b) He quits voluntarily or resigns;
- c) He is absent from work for more than three (3) consecutive working days without notifying the Employer, unless it was impossible to so notify the Employer. Generally, as soon as the employer becomes aware of an unreported absence, the employer notifies the union committee. This stipulation does not absolve the wage earner from his normal moral obligation to notify the Employer of any absence as soon as possible;

- d) He has been laid off for a continuous period of eighteen (18) months if he has less than three (3) years of seniority in the Company, thirty (30) months if he has three (3) years or more of seniority in the Company, and forty-eight (48) months if he has five (5) years or more of seniority in the Company;
- e) He omits to return to work after a layoff within a maximum period of ten (10) working days following the receipt of the rehiring notice sent by certified mail to the last known mailing address on file. A certified copy shall be sent to the Union.
- f) Upon receipt of the recall notice, the wage earner must, within the next twenty-four (24) hours, inform the Employer of his acceptance to go back to work or of his resignation, subject to subsection 12.02, so that the Employer may recall, if necessary, the next wage earners on the recall list.
- g) He is incapacitated due to an illness for a period of more than twelve (12) months. However, this period will be of twenty-four (24) months if he has three (3) years or more of seniority and of thirty-six (36) months if he has five (5) years or more of seniority.
- h) He is incapacitated due to an employment injury for a period of more than thirty-six (36) months.

With the exception of paragraph (b) of this section, the Employer informs the Union on the same day that it is terminating the employment. The Employer hands over a copy of the termination document by hand to a member of the Union Committee or a union steward in their absence from the plant.

Rev. 23

9.09

Seniority shall be the governing factor in cases of layoff, rehiring, transfer, filling of vacancies and displacement, if the senior wage earner is qualified to perform the job in question.

9.10

Revoked.

Rev. 23

SECTION 10 - TRANSFER

10.01

The need for transferring wage earners from time to time is recognized as obvious and it is the exclusive right of the Employer to do so, provided the transfer is not

inconsistent with the provisions of this Agreement. However, no transfer may be made for the purpose of discriminating against a wage earner or where such transfer would injure the health and safety of a wage earner, or if a wage earner has not received the training judged adequate by the Employer to operate equipment or exercise all other functions on a product line or service. Any wage earner who declines a transfer made according to the provisions of this Agreement will be subject to a suspension of one (1) week.

Rev. 05

10.02

When it has been decided by the Employer that he must transfer an employee for fourteen (14) working days or less, the following procedure will be used:

- a) The transfer will be offered in order of seniority to the employees who are present in the position and on a team chosen by the Employer, and who have already performed the tasks subjected to the transfer;
- b) In the event of refusal, the employee present with the least seniority in the selected position and on a shift selected by the Employer will be transferred on the condition that he can accomplish the tasks required for the transfer.

Rev. 23

10.03

1- When it has been decided by the Employer that he must transfer an employee for more than fourteen (14) working days, the following procedure will be used:

- a) The transfer will be offered in order of seniority to the employee in the position chosen by the Employer and who has previously have already performed the tasks being subjected to such transfer. An employee on sick leave, CNESST leave or authorized long-term leave shall be deemed to have refused the transfer;
- b) In the event of refusal, the employee with the least seniority in the selected position by the Employer will be transferred on the condition that he can performed the tasks being subjected to such transfer .
- c) If none of the employees is qualified to do the tasks being subjected to transfer, the Employer may assign the employee with the least seniority in the selected position having no skills for the tasks required for the transfer targeted for training purposes.
- d) The employee, according to the provisions of this section, may use his seniority to choose his work shift.

2- When it has been decided by the Employer that he must transfer an employee for more than three (3) months, the following procedure will be used:

- a) The transfer will be offered in order of seniority to the employee in the position chosen by the Employer and who has previously have already performed the

tasks being subjected to such transfer. An employee on sick leave, CNESST leave or authorized long-term leave shall be deemed to have refused the transfer;

- b) If none of the employees is qualified to do the tasks being subjected to transfer, the Employer may assign the employee with the least seniority in the selected position having no skills for the tasks required for the transfer targeted for training purposes.
- c) The employee, according to the provisions of this section, may use his seniority to choose his work shift.

Rev. 23

10.04

Except for a replacement transfer because of illness, all transfers for a period of more than three (3) months will have to be posted in conformity with the procedure outlined in the Collective Agreement for vacancies.

Rev. 02

10.05

When a wage earner is transferred from his occupation to a higher paid occupation, he shall receive immediately and for the duration of the said transfer, the rate of his new occupation corresponding to his level of qualification.

When a wage earner is transferred from his occupation to a lower paid occupation, he shall continue to be paid at the rate of his regular occupation.

10.06

When the Employer decides that a wage earner must be transferred for training purposes, the transfer will be offered to the wage earner with the highest seniority in a selected occupation and who needs the said training. In case of refusal, the wage earner with the lowest seniority on the job and who needs the training will have to follow the training.

10.07

Revoked.

Rev. 17

10.08

The Employer shall forward to the Union a copy of the list of travel and transfers of the workforce, the next day after the list is produced normally or no later than on the Thursday. The Employer sends daily transfers to the Union no later than the Wednesday following the completed workweek.

Notwithstanding the above, a wage earner who is transferred repeatedly may cumulate his transfer hours and note them in the Employer's register after forty (40) hours.

Rev. 23

10.09

The employer undertakes not do any transfer overlap between employees, except when there is a lack or surplus of work caused by unpredictable operational constraints and requiring immediate and temporary action. During an overlap, the Employer shall consult with the Union in developing its plan to correct the situation. The plan shall include a timeline and the union shall agree to the timeline when there is a shift change for any of the employees affected by the transfer overlap.

Rev. 23

SECTION 11 – ERADICATION AND REDUCTION OF WORK FORCE

11.01

This Section is applicable in case of a layoff or transfer resulting from job cuts. Furthermore, when a significant cut occurs in the workforce, the Parties agree to undertake steps to adhere to a work-sharing program with the concerned organizations.

Through these steps, the following issues will be discussed: work schedule, fair distribution of working hours, verification of applicable laws and programs.

Rev. 11

11.02

Prior to any layoff, an employee who has acquired seniority rights according to the terms of the present Agreement must receive a notice of quatorze (14) calendar days or, in lieu thereof, the regular pay of ten (10) working days. A copy of such notice of layoff must be simultaneously sent to the Union.

Preceding a displacement according to Article 11, a written notice of seven (7) calendar days will be given to the employee and the Union, informing him of his displacement.

Rev. 23

REDUCTION OF WORK FORCE WITH LAY OFF

11.03

When it is necessary to lay-off employees because the work force needs to be reduced, the following procedure will be used:

- a) Probationary employees on the job will be laid off first;
- b) The employee who is transferred according to the provisions of Section 10 to an occupation that has been affected by a reduction will be returned to his permanent occupation.
- c) The employee with the lowest seniority on the job to be reduced will be displaced first.
- d) The Employer shall select the position that he believes that the employee can do taking into account the criteria referred to in subsection 9.09. The chosen employee cannot decline the position chosen by the Employer;

If the employee is able to fulfill more than one position held by employees with less seniority, the employer will try to move the employee to a position that is the closest to his choice at the rate of salary from his previous job;

- e) Whenever an employee fails to perform the duties of a job selected by the Employer, within the training periods mentioned below, after exercising his best effort, he shall have another opportunity to displace an employee with less seniority;
If the employee fails to perform the job he has selected, within the training period mentioned below, then he shall be laid off.
- f) The training period will last ten (10) weeks;
- g) Employees with seniority who are displaced according to the above procedure shall be paid their regular hourly rate for a period of fifty (50) working days, even though the rate of their new occupation may be lower; Employees with seniority who are displaced to a higher paid occupation according to the above procedure shall immediately receive the rate of this new occupation for the duration of this displacement;
- h) The employee who is displaced to a new occupation will benefit from all the rights provided by his seniority, in compliance with the provisions outlined in this Collective Agreement.

Rev. 23

REDUCTION OF WORK FORCE WITH NO LAY OFF

11.04

When it is necessary to transfer wage earners because the work force needs to be reduced, the following procedure will be used:

- a) The wage earner who is transferred under section 10 to a position that has been affected by a reduction, will be returned to its permanent position;
- b) The wage earner with the lowest seniority on the job to be reduced will be displaced first;
- c) The employer shall select the position that he believes that the wage earner can perform into account the criteria referred to in subsection 9.09. The chosen wage earner cannot decline the position chosen by the Employer;
If the wage earner is able to fulfill more than one position held by wage earners with less seniority, the employer will try to move the employee to a position that is the closest to his choice at the rate of salary from his previous job;
- d) Whenever a wage earner fails to perform the duties of a job selected by the Employer, within the training periods mentioned below, after exercising his best effort, he shall have another opportunity to displace a wage earner with less seniority;
If the wage earner fails to perform the job he has selected, within the training period mentioned below, then he shall be laid off;
- e) The training period will last ten (10) weeks;
- f) Wage earners with seniority who are displaced according to the above procedure shall be paid their regular hourly rate for a period of fifty (50) working days, even though the rate of their new occupation may be lower;
Wage earners with seniority who are displaced to a higher paid occupation according to the above procedure shall immediately receive the rate of this new occupation for the duration of this displacement;
- g) Wage earners with seniority who are displaced to a higher paid occupation according to the above procedure shall immediately receive the rate of this new occupation for the duration of this displacement;
- h) The displaced wage earner preserves his right of recall for nine (9) months from the moment he is transferred unless he obtained the position by posting.
- i) In the twelve (12) months of its transfer, the wage earner can apply again on another position, and, up to a maximum of two (2) times notwithstanding subsections 13.03 and 13.06. The wage earner could immediately choose his shift according to his seniority.

Rev. 23

11.05

For this section purposes, the parties have agreed that three (3) Union Committee members and one (1) Shop Steward per work team be granted preferential

seniority and that they may not be laid off or displaced as long as there is work to be done by the bargaining unit.

Rev. 17

SECTION 12 - INCREASE OF WORK FORCE

12.01

In the event of an increase in the work force and after displaced wage earners within the plant have been returned to their normal occupation, the wage earners whose names appear on the recall list shall be recalled in their order of seniority, to take on their former job or any other job, provided they can meet the normal requirements of the work to be performed. Such recalled wage earners shall be entitled to a familiarization period equal to the ones provided for in paragraph 11.03-f.

If the occupation to be filled was never before held by any of the wage earners on the recall list, said occupation shall be granted to the most senior wage earner on the list, provided he can perform the duties required by the occupation within the training period outlined in paragraph 11.03-f.

Rev. 93

12.02

A wage earner whose name appears on the recall list may, without forfeiting his seniority rights, refuse to return to work if recalled for a temporary period not exceeding thirty (30) calendar days or if recalled to a lower paid occupation or in case of illness or injury for which, if so required by the Employer, he shall submit as proof a doctor's certificate which may be checked by the Employer, or for any other reason acceptable to the Employer. In the latter case, the Employer's decision may be challenged through the grievance procedure.

SECTION 13 – OPEN POSITIONS

13.01

Wage earners, who are displaced based on subsection 11.04, regained their occupation before any open positions posting in the Department where their recall rights apply.

All open positions or new job openings must be posted for a period of four (4) working days. At the same time, the Employer shall supply the President of the Union Committee with a copy of the notice. The wage earner may withdraw his candidacy within two (2) business days following the removal of the posting by going to the Human Resources office.

A chart of preferential choice of shift is maintained in each department to enable the employer to determine on which work shift a position will be available for posting purposes.

The applicant who meets the requirements of subsection 9.09 shall be awarded the position at the end of the period provided for in the preceding paragraph.

When a wage earner is absent for a planned reason, he indicates, on the absence form, if he wants to be considered if a posting occurs. In addition, he indicates for which positions he wants to apply if posting occurs. The employee may withdraw his candidacy within two (2) working days after the Employer has contacted him.

When an employee is absent for an unplanned reason, such a disease or an accident, the employee will be able to indicate his intention to occupy the position as at least two (2) working days after having been joined by the employer. His candidacy may be selected, provided he can fill in the job within eight (8) weeks. In the case of employee on disability, the employee must obtain and present to the Employer a medical certificate with a scheduled return date that meets the eight (8) weeks period to fill the position within 5 days of the Employer's notice.

As required, a labor pool will be used in compliance with letter of agreement number four (4).

Rev. 20

13.02

The notice must include:

- The job title and the classification;
- The date and time of posting;
- The shift of work;
- The department;
- The pre-requisites;
- The salary;
- The deadline for occupying the new posting;
- The following note: "Copy of the job description is available at the Personnel department".

Rev. 14

13.03

An employee who holds a position filled by posting cannot apply for a vacant position or newly opened if he has obtained this posting for (1) year.

Notwithstanding the above, if the open position is part of the same value chain as the position occupied by the wage earner, he will then be eligible to apply after three (3) months.

For a building trade position requiring the holding of a diploma, as well as any new created occupation, waiting periods do not apply.

Rev. 20

13.04

The names of all applicants, including that of the selected wage earner, are transmitted to the President of the Union Committee within the ten (10) days following the end of the posting period and will be posted on the bulletin boards.

Furthermore, a wage earner will be recognized for the calculation purposes of his training period, starting the last day of the posting confirming his nomination or, for a new employee, starting on his hiring date. The wage earner will occupy the position obtained within the six (6) months following the date his name has been posted on the bulletin boards. If the wage earner occupies a position within the same value stream as the position obtained, he will then be able to occupy this position three (3) months after obtaining it.

When there is no eligible employee for the job posting, the employer will hire externally, and that, for a period of nine (9) weeks after the period of posting, otherwise the Employer must repost the position in accordance with the procedure laid down in subsection 13.01 and following of the collective agreement if he still wants to fill the position.

A wage earner who will work in his new position after getting it by posting is considered occupier of his new position.

Rev. 20

13.05

Should the selected wage earner be unable to perform the work involved within the training period mentioned in paragraph 11.03-f, the following procedure will be applied:

- a) The wage earner will be displaced to an available and permanent occupation and will be able to apply his seniority for his choice of shift, with no right to be recalled to his former occupation. The employee will be able to apply for a vacancy notwithstanding the time frames set out in section 13.03;

- b) Otherwise, he may exercise his seniority rights for a displacement to his former occupation;
- c) Otherwise, Article 11 will be applicable.

Rev. 20

13.06

In accordance with the present Article, a wage earner will be able to select his work shift three (3) months after having obtained a job. If the wage earner occupies a position within the same value chain as the position obtained, he will be able to select his work shift three (3) months after obtaining the position.

Rev. 20

If the wage earner has, at some time, occupied the job permanently, he will be able to select his work shift immediately.

If there is an opening for more than fourteen (14) consecutive working days (with the exception of vacation, sickness, or authorized absence) the wage earner will be able to work on such shift permanently.

13.07

Whenever a new operation brings about the establishment of a new job, the Employer shall select for that job the wage earner whom, in his opinion, is best suited to perform the duties required by the new job.

If no other job is created and if the wage earner selected by the Employer is not the most senior among the applicants, the Employer will post the new job in conformity with the posting procedure provided for under Article 13.01 and the following ones, after the expiration of the twelve (12) month period following the first delivery of the new product. The Employer will inform the President of the Union Committee of the date when the first delivery was made.

Rev. 99

13.08

Any open position resulting in hiring will allow that a wage earner be assigned to a position for training before the end of the posting procedure. The posting process will be initiated as soon as there are one or more hires and ends when all wage earners got an open position not filled.

While making sure to always assign positions to wage earner with the oldest seniority, the employer may determine the allocation of positions to new employees among the unfilled open positions that have been posted from Monday to Friday of the same week, regardless of their seniority.

Rev. 17

SECTION 14 - DISCIPLINE

14.01

No reprimand or disciplinary measure may be recorded against a wage earner nor used against him at any time unless the said wage earner and the Union were advised accordingly in writing within fifteen (15) working days of the date on which the incident or the occurrence became known to the Employer.

Rev. 23

14.02

Any disciplinary measures recorded against an employee shall be automatically cancelled after a period of twelve (12) months and may not be held against him thereafter, which shall be withdrawn from the employee's disciplinary file after said period.

Rev. 23

14.03

A wage earner, who is laid off, suspended or discharged, has the right to meet with a Shop Steward or a Union Committee member before leaving the plant.

Rev. 93

14.04

Whenever a wage earner signs a document involving a disciplinary matter, he only does so for acknowledging that he is aware of same.

14.05

There shall be no demotion for disciplinary reasons during the term of this Agreement.

14.06

The Employer will notify the Union before meeting an employee for purpose of investigation of a disciplinary measure. On that occasion, the Employee may, if he/she wishes, be accompanied by a Union representative.

Rev. 23

SECTION 15 - HEALTH AND SAFETY

15.01

The Employer recognizes his obligation to take all necessary steps in order to safeguard the wage earner's safety and health during working hours. The Union, on the other hand, cooperates with the Employer in this regard. Any wage earner failing to comply with the safety measures set forth by the Employer shall render himself liable to disciplinary action.

15.02

The Employer and the Union agree to establish a Health and Safety Committee, which shall include four (4) representatives from the Employer and four (4) representatives from the Union. The number of such representatives may be changed in conformity with the Law. The members of the Health and Safety Committee shall be released for eight (8) hours (4 x 8 hours = 32 hours) every two (2) weeks. The first four (4) hours of the day shall be used to hold the Health and Safety Committee meetings provided for in the Act, to perform the duties provided for in the Act and to work on various prevention and improvement projects. During the following four (4) hours, the members of the committee will work on various prevention and improvement projects directly related to the concerns of unionized employees.

In order to foster a culture of collaboration and joint identification of improvement projects, the Union and the Employer are committed to work together to ensure that projects are carried out on a parity basis.

In addition, the health and safety representative(s), maximum of two (2), will be released for a total of 16 hours per two (2) weeks in order to perform the role of health and safety representative as defined in the Act and/or to perform any other tasks related to prevention and/or repair.

Rev. 23

15.03 The duties of the Health and Safety Committee shall be as follows:

- a) To jointly ensure the observance of governmental laws and regulations and the application of safety measures and rules that the Employer may establish.
- b) To receive information from the Employer regarding the identification of potential or existing hazards related to materials, processes or equipment;
- c) To determine, within the prevention program, the OHS training and information programs;

- d) To select the means and PPE that, while complying with regulations, are best suited to the needs of the establishment's workers;
- e) To be aware of the other elements of the prevention program, to collaborate in its development, updating and follow-up;
- f) To make recommendations to the Employer as to the advisability of requesting the collaboration of an occupational health and safety professional in the development of the health elements of its prevention program;
- g) To participate in the identification and analysis of risks that may affect the OHS of workers and in the identification of hazardous materials present in the workplace;
- h) To keep records of work accidents, occupational diseases and events that may have caused them;
- i) To assign specific mandates to members of the committee, including the HSR, for the time required to carry out these mandates, so that the latter may perform functions additional to those provided for in section 15.10.

Rev. 23

15.04

The Union representatives on the Health and Safety Committee shall be allowed, after having received authorization from their shop supervisor, to leave their work without loss of pay for a reasonable period in order to fulfill their obligations under this Agreement or take part in meetings with Employer representatives. Such authorization shall not be unreasonably withheld.

15.05

a) Safety Footwear:

The Employer agrees to pay for the safety boots recommended by the Health and Safety Committee up to a maximum of two hundred fifty dollars (\$250.00) per year per employee at the date of invoice.

Rev. 23

b) Safety Glasses:

The Employer agrees to provide employees with safety glasses and prescription safety glasses. The Employer will provide a new pair of prescription safety glasses when there is a change in the prescription or the replacement of prescription safety glasses is required because of damage caused during the employee's work. The glasses can be selected with the option anti-scratch and anti-reflective.

The Employer also agrees, upon request, to provide the employee with a new pair of prescription safety glasses when the employee will have worn them for two (2) years and where their replacement is required due to normal wear. Under any other circumstances, the replacement cost of prescription safety glasses will be borne by the Employer up to a maximum of fifty percent (50%) of the employees cost. If the employee chooses himself his safety glasses or prescription safety glasses, the contribution of the Employer will in no circumstance exceed their cost.

When the employee chooses himself the safety glasses, either with or without prescription, the Employer's contribution shall in no circumstances exceed the latter's cost.

The Employer will pay for any additional cost for progressive lens glasses.

Rev. 23

15.06

The Employer agrees to maintain at the work place the first aid equipment as required by Law.

15.07

When a wage earner is victim of an accident at work, he shall have no reduction in pay for the day of the accident. If he is sent home, to the hospital or to a physician, the Employer shall pay the additional cost of transportation.

15.08

When a wage earner who has suffered an accident at work must, following his return to work, go to the physician's office, or the hospital for examination or treatment, the Employer shall provide transportation at no cost to the wage earner and without any loss of earnings for said wage earner.

15.09

When a wage earner receives weekly disability benefits under the *Act on labor accidents and occupational diseases*, the employer will advance payments on a weekly basis, if requested by the wage earner, until such benefits are regularly paid to him or until a first decision has been rendered by the *CNESST*.

Rev. 17

15.10

The duties of the safety representative are:

- a) To inspect the work premises;
- b) To receive copies of accident notices and investigate the events that caused or were likely to cause an accident;
- c) To identify the situations which may be a source of danger to the workers;
- d) To make the recommendations he deems appropriate, including those concerning work-related psychosocial risks, to the Health and Safety Committee or, failing such Committee, to the workers or to their certified association and to the Employer;
- e) To assist the workers in the exercise of their recognized rights pursuant to the present law and regulations;
- f) To accompany the inspector during the inspection visits;
- g) To intervene in cases where the worker exercises his right to refusal;
- h) To file a complaint with the Commission;

Rev. 23

15.11

The health and safety representative may take leave from work, without loss of wages, according to Article 2 of the Regulation on institutional health and safety representatives.

Rev. 14

15.12

The safety representative may not be subjected to a layoff, dismissal, suspension, transfer or disciplinary or discriminatory measure because of the performance of his duties unless his duties are exercised abusively.

15.13

The members of the Health and Safety Committee have preferential seniority in case of layoff. Furthermore, the Union Co-President is appointed to the day shift.

Rev. 93

SECTION 16 - RATES OF PAY AND OCCUPATION

16.01

All occupations and wage rates that match and on which the parties have agreed are described in Annexes A and B that are part of this agreement.

Rev. 17

16.02

Each employee must be paid at the rate set forth in Appendix B, according to the classification grade and the period during which he held the position.

In the event an overpayment is due to the Employer for any reason, the latter and the employee shall sign an agreement on the weekly sum and applicable delay to reimburse the Employer. The Employer may not retroact more than six (6) months from the date the error was identified.

However, in the event of the termination of an employee's employment relationship, the Employer may, at that time, call in the whole amount then advanced.

In the event of an error on an employee's pay cheque, if the employee requests it, the Employer agrees to pay him any money due no later than the Friday of the following week. If the employee does not request it, any money owed to the employee will be paid on his next paycheck.

Rev. 23

16.03

The Employer shall not pay to any wage earner a rate higher than the maximum rate provided for in his classification.

16.04

The agreed upon job evaluation procedures are contained in Appendix C.

In any arbitration case involving a job evaluation dispute, the arbitrator shall be limited to the rate ranges contained in Appendix A and to the agreed upon procedure outlined in Appendix C.

16.05

Should an employee report to work without having been told in advance not to report and should there be no work or less than four (4) hours' work on his regular

job, he will be offered substitute work at his regular rate of pay for at least four (4) hours, or be paid four (4) hours at such rate should there be no work available to him.

If production is interrupted due to a power failure or other complete plant shutdown, Employees who have worked at least four (4) hours will be paid from the beginning of the shutdown until they are dismissed by the Employer.

Rev. 23

16.06

The Employer will continue his practice of reviewing the individual performance of each wage earner by using certification criteria that pertain to the occupation.

Rev. 93

SECTION 17 - WORK SCHEDULE

17.01

The regular workweek is of forty (40) hours, eight (8) hours a day, in conformity with the detailed schedule set forth in Appendix D, except for wage earners working on special shifts for which the schedules are also set forth in Appendix D. The pay frequency covers fourteen (14) calendar days. If the Employer changes the pay frequency it will have to be agreed upon.

Rev. 20

When the Employee punches out six (6) minutes or more after the end of his workday, including weekends and holidays, the Employer will pay an additional period of six (6) minutes at regular rate to allow the wage earner to wash before leaving the workplace.

Contrary to past practice, the paid period allowed to the wage earners for washing shall have to be taken at the end of the work schedule.

The regular hourly schedule for all shift operations shall not be subject to change except by mutual agreement between both parties.

Rev. 14

17.02

A wage earner requested by the Employer to change shifts during the current workweek must be advised forty-eight (48) hours in advance of the start of the new shift. For any shift change effective on Monday, the employee shall be notified on Wednesday the week before. Otherwise, the wage earner will be remunerated at overtime rate for the first shift on his new schedule. This shall not apply to voluntary changes in shift between two (2) wage earners. In addition, an employee who has

not been informed at least five days in advance of his new work schedule may refuse to work the shifts (teams) of work that do not meet this deadline.

Rev. 20

17.03

The Employer subscribes to the principle of preferential assignment to a team of employees based on their seniority and must strive to apply this policy by promoting an adequate level of training in each of the product lines. In the case of a single incumbent position, if the work organization permits, the employer will favour the day shift. In the case of a schedule reorganization involving already occupied positions, the parties agree to analyze the situation in order to jointly identify an efficient solution. The Parties agree that the requirement to maintain the production of the required quantity and quality level and the need for new employees to be properly trained are as many factors among others that make it necessary to change an assignment by seniority of a team. If a situation or preferential assignment is not respected, the Employer begins training within forty-five (45) working days to correct the situation. In the absence of the above, the Employer will submit a training program along with a schedule to correct the situation. The schedule will be agreed between the parties, otherwise the training will begin within 15 working days of the first deadline at the latest.

Subject to subsections 17.03 (first paragraph), 13.03 and 13.06 of the Collective Agreement, employees may, four (4) times a year, and at the latest ten (10) working days before the end of the quarter, notify their foreman in writing of their intent to be transferred onto another work team within their employment and will also have to indicate their new choice.

Work shift changes take effect the first Monday of the months of January, April, July and October, and the employee will have to keep the schedule that he will have chosen for the entire period, until the next period provided for in this collective agreement to make a change of work schedule.

Employees who wish to be transferred onto another work team must have the seniority and the ability to fulfill all the job requirements on the said work team.

In accordance with past practices, the Employer will continue to accept changes in work schedules arranged by agreement between employees and countersigned by the supervisor with a copy to the Union.

Rev. 23

17.04

Employees are entitled to their regular wage rate increased by half for all hours worked in excess of their regular work schedule, which is eight (8) hours per day,

as well as for employees working on an evening shift on two (2) work teams nine (9) hours per day from Monday to Thursday inclusively and four (4) hours per day on Friday.

Employees are also entitled to their regular wage rate increased by half for all hours worked on Saturday.

Employees are entitled to their regular wage increased by the double for all hours worked on Sunday, except for the hours set forth in Appendix D for the employees working on night shifts on three (3) work teams.

The employee may choose either to receive compensation for his overtime-worked hours or to accumulate them in a bank, up to a maximum of fifty-six (56) hours per year.

The employee may take one or more complete day(s) off work paid from his bank and according to his regular work schedule, by requesting in writing at least two (2) weeks in advance permission to be absent. The Employer's response must be given within 5 working days of the request.

However, for the annual vacation, an employee who wishes to take paid leave from his bank, must apply to the Employer by June 1 of the current year for the following week:

- 2023: June 12 to September 3rd, 2023
- 2024: June 10th to September 1st, 2023
- 2025: June 16th to August 31st, 2023

The Employer will be required to respond 10 working days following June 1.

Similarly, an employee who wishes to take paid leave from his bank between May 1 and May 31 must apply to the Employer by April 1. The employer must give its answer in 5 working days following April 1.

Finally, an employee who wishes to take paid leave from his bank during the holiday period under section 19.10 must apply to the Employer by December 1. The Employer grants leave based on applications received as of December 1. The Employer will be required to respond 5 working days after December 1. Any request for paid leave from his bank that is made after December 1 will be processed under the current collective agreement.

Without limiting the application of section 10.09, during the first summer period referred to above, the Employer may make overlapping transfers for the sole purpose of allowing leave to an employee. Thus, when a transfer overlap is planned, the Employer presents the overlap to the Union Committee. In addition, if a transfer overlap is for a shift change for the employee concerned, the Union Committee must give its consent. Finally, during the same period, the Employer

may refuse the leave request when there are less than fifty percent (50%) employees to fill an occupation.

At any other time, the Employer may refuse the application when there are less than fifty percent (50%) employees to fill an occupation. For the purposes of determining the calculation of 50%, the Employer excludes employees covered by the letter of agreement No.7 for the reduced working week for employees approaching retirement.

The Employer and the Union agree that the vacation application process takes precedence over the bank's paid leave authorization process.

Where an emergency or an illness would prevent him from giving such advance notice, the employee may then ask to split his bank into half-days of 4 hours.

The Employer may refuse an employee to take leave if the level of production does not allow it.

Overtime accumulates in the bank at the regular time rate and the difference is paid.

Employees who work on weekend shifts may take a day off as long as they have twenty (20) hours in the bank.

The reference period for the accumulation and use of hours in the bank is from January 8 of the current year to January 7 of the following year. At the end of the reference period, unused accumulated hours will be paid at their regular rate.

Rev. 23

17.05

Any overtime work will be done on a voluntary basis and must be distributed equally among all wage earners agreeing to work overtime and who are regularly working in the occupation concerned.

As the predictable overtime planning tools, a weekly schedule will be posted in the Department no later than the Tuesday of the current week.

When the Employer deems it necessary to have overtime work done by wage earners who do not normally do the work required, he will post his weekly needs on the board next to the punch clock and will choose by seniority the wage earners of the plant who are able to perform the work immediately, unless there is a specific agreement with the Union.

The wage earner who works on his regular shift has priority to work in his cell before those who are assigned in overtime, unless his training does not allow him to perform the tasks on the equipment covered by the overtime.

Notwithstanding the above, where overtime work may be required in selected occupations on a limited and irregular basis rather than on a massive basis, and

should the number of wage earners volunteering for such work be insufficient, the Employer may assign the overtime work to the wage earners who normally perform that job in reverse order of the acquired seniority rights.

However, the wage earners thus assigned may be excused if they offer a reason satisfactory to the Employer; the Employer's decision may be challenged through a grievance procedure.

Rev. 17

17.06

Except in cases of emergency, if a wage earner is scheduled to work overtime, he should be notified at the earliest opportunity during the shift, which occurs two (2) days before the scheduled overtime.

17.07

A wage earner who has completed his regular work shift and, after having left the plant, is recalled, shall receive not less than three (3) hours emergency recall pay at time and one half (1½); on Sundays, it shall be double (2) time.

17.08

If, by mistake, an employee has not been offered overtime which he had the seniority and the competence to perform, the employee shall inform his supervisor within three (3) days hereafter.

The supervisor shall then reach an agreement with the employee to have the overtime taken back within fifteen (15) days to allow the employee to work overtime to compensate for the overtime the employee should have worked. Should the supervisor fail to have the employee work overtime within the said delay, the Employer will pay the said employee an indemnity to compensate him for the overtime he should have performed.

It is agreed that the present article does not allow employees to refuse working overtime when they are offered to do so and thereby choose a more convenient schedule to perform such overtime.

Rev. 23

17.09

For annual inventory purposes, the Company offers overtime according to general plant seniority.

Rev. 20

17.10

When an employee is travelling to work outside the plant, he is paid for all the hours worked and dedicated to the travelling, in addition to other expenses covered following the policies of the employer. The policy will be presented to the employee prior to said trip.

Rev. 23

SECTION 18 - HOLIDAYS

18.01

The Employer undertakes to recognize the following as paid holidays:

- Good Friday
- National Patriots' Day
- Quebec's National Holiday
- Canada Day:
 - 2023 : June 30th
 - 2024 : July 1st
 - 2025 : June 30th
- Labour Day
- Thanksgiving Day
- Christmas Eve
- Christmas Day
- The three (3) days after Christmas Day
- New Year's Eve
- New Year's Day

Rev. 23

18.02

Work performed on any of the above holidays (excepting the work which is a normal part of a pre-holiday, or post-holiday shift) shall be paid for at the rate of double (2) time the wage earner's standard hourly rate, in addition to the holiday pay to which the wage earner would otherwise be entitled.

18.03

The above-mentioned holidays shall be considered as paid holidays on the following conditions:

- a) The wage earner must have worked at least seven (7) hours the working day prior to or at least seven (7) hours the working day after the holiday,

unless permission for his absence has been granted by the Employer, or a satisfactory excuse is given for the absence, or the wage earner is prevented from working the full shift because of his being on short time, or unless the wage earner is laid off the next scheduled working day after the holiday.

- b) The remuneration for each holiday shall be determined according to the normal work schedule of each wage earner.
- c) If any of the above holidays occurs on a Saturday, said holiday shall, for the purpose of this Agreement, be observed on the preceding Friday, and if the holiday occurs on a Sunday, it will be observed on the following Monday.

Rev. 99

SECTION 19 - PAID VACATIONS

19.01

The annual vacation periods are as per the following dates:

- 2023: Weeks starting July 17 and July 24
- 2024: Weeks starting July 15 and July 22
- 2025: Weeks starting July 14 and July 21

Further to the above-mentioned periods, wage earners who are allowed three (3) weeks or more vacation may choose to take an additional week preceding or following the annual vacation period.

The employee who is entitled to two (2) weeks' vacation is also entitled, upon his request, to an additional unpaid annual leave for a period equal to the required number of days to bring his annual leave to three (3) weeks. However, this additional leave cannot be taken in a continuous manner.

In order to meet production, maintenance or other needs, the Employer will offer the work, by seniority, to wage earners who are immediately able to perform the task and who wish to work during the annual vacation period. A list will be created for this purpose.

Notwithstanding the above, when an insufficient number of wage earners agree to work during the annual vacation period, the Employer may assign the work to wage earners of the concerned occupation in the reverse order of seniority.

All other wage earners shall take their vacation during the annual vacation period.

Rev. 23

19.02

Wage earners who, on June 1st of the current year, have completed less than one (1) year of continuous service with the Employer will have the right to one day of vacation per complete month worked, the total duration of such vacation not exceeding two (2) weeks. Payment for such vacation represents four percent (4%) of their gross earnings during the twelve (12) month period preceding June 1 of the current year.

Rev. 96

19.03

Wage earners, who, on June 1 of the current year, have completed one (1) year of continuous service with the Employer, shall receive two (2) weeks of paid vacation per year. Payment for such vacation will represent two (2) weeks' pay or four percent (4%) of their gross earnings during the twelve (12) month period preceding June 1 of the current year, whichever is greater.

19.04

Wage earners, who, on June 1 of the current year, have completed three (3) years of continuous service with the Employer, shall receive three (3) weeks of paid vacation per year. Payment for such vacation will represent three (3) weeks' pay or six percent (6%) of their gross earnings during the twelve (12) month period preceding June 1 of the current year, whichever is greater.

Rev. 20

19.05

Wage earners, who, on June 1 of the current year, have completed ten (10) years of continuous service with the Employer, shall receive four (4) weeks of paid vacation per year. Payment for such vacation will represent four (4) weeks' pay or eight percent (8%) of their gross earnings during the twelve (12) month period preceding June 1 of the current year, whichever is greater.

Rev. 20

19.06

Employees, who, on June 1 of the current year, have completed twenty-three (23) years of continuous service with the Employer, shall receive five (5) weeks of paid vacation per year. Payment for such vacation will represent five (5) weeks' pay or ten percent (10%) of their gross earnings during the twelve (12) month period preceding June 1 of the current year, whichever is greater.

19.07

Wage earners who are entitled to three (3) weeks' vacation or more shall choose either to take their vacation or to be paid their third (3rd), fourth (4th) or fifth (5th) week of vacation without taking the time off.

19.08

For vacation purposes, one (1) week shall consist of forty (40) hours.

19.09

Terminated, discharged or laid off employees who have completed less than one (1) year, but more than one (1) month of continuous service shall receive four percent (4%) of their earned wages. If such employee has one (1) year of continuous service, he shall receive four percent (4%) of his earned wages, or six percent (6%) of his earned wages if he has more than three (3) years of service, or eight percent (8%) of his earned wages if he has more than ten (10) years of service, or ten percent (10%) if he has more than twenty-three (23) years of service. Payment shall be made at the time of the employee's severance.

19.10

Vacations under subsection 19.01 that have not been taken must be taken between June 1 of the current year and May 31 of the following year.

However, for the summer period, the employee who wants to take his vacation, must inform the Employer at the latest on June 1st of the current year. For the following weeks:

- 2023: June 12th to September 3rd;
- 2024: June 10th to September 1st;
- 2025: June 16th to August 31st.

The Employer must provide a response within ten (10) days following June 1st. The Employer will post his work force needs no later than May 15, for labor, requirements for the annual vacation period set forth in subsection 19.01. Should there be any change the Employer will post his labor requirements in the department concerned.

The employee who wants to take his vacation between May 1 and May 31 must notify the Employer at the latest on April 1. The Employer must give his answer within the five working days following April 1.

The Employer will send a reminder to Employees fifteen (15) days before the dates of April 1 and June 1 to the effect that they must indicate their choice of vacation. Similarly, a reminder will be made fifteen (15) days before December 1st, suggesting workers to give their choice of vacation before this date.

Aside the periods outlined in the two paragraphs above, the employee shall request in writing the permission to take his vacation at least two (2) weeks in advance. The Employer's answer must be given within the five (5) working days following the request.

The Employer may refuse a choice of vacation taken outside the vacation period set forth in subsection 19.01, when there is less than fifty percent (50%) of the employees to accomplish the work. For determining the calculation of 50%, the employer excludes the employees covered by the letter of agreement for #7 aimed to workweek reduced for employees approaching retirement.

Rev. 23

Vacation and holiday season:

- a) For vacation requests for the holiday period, holidays may be granted before and after the statutory holidays following this calendar.
 - 2023: Christmas period from December 22nd to Sunday, January 7, 2024
 - 2024 Christmas period from December 20th to Sunday, January 5th, 2025;
 - 2025: Christmas period from December 19th to Sunday, January 4th, 2026;
- b) The Employer grants holidays following requests received as of December 1. The Employer's response time agreed to in Article 19.10 al.5 applies from December 1 any request of subsequent vacation on that date will be processed under the collective agreement in force.

Rev. 23

19.11

The Employee will receive his vacation pay according to the regular pay period. The Employee will receive confirmation that the payment of his/her vacation pay has been recorded.

Rev. 14

19.12

If any of the holidays listed in Article 18 falls during a wage earner's vacation, the wage earner shall be entitled to an extra day's vacation paid for at his regular rate of pay.

19.13

Vacations are not cumulative.

SECTION 20 - OTHER LEAVES

20.01

A bereavement leave of five (5) working days, without loss of pay, shall be granted to any employee in the case of death of his spouse or child or the child of his spouse, his father or his mother.

A bereavement leave of three (3) working days, without loss of pay, shall be granted to any employee in the case of death of brother, sister or one of his grandchildren. The employee is also entitled to two additional consecutive days without pay.

A bereavement leave of three (3) working days, without loss of pay, shall be granted to any employee in the case of death of his stepmother (of spouse also), stepfather (of spouse also), father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law or any other relative living at the employee's home. The Provisions of this section shall apply to the relatives of the spouse.

An employee will be granted two (2) working days leave without loss of pay when a member of the employee's immediate family requests medical assistance in dying.

A bereavement of one (1) working day, without loss of pay, shall be granted on the day of the funeral in the case of death of his grandfather, grandmother or, grandfather, grandmother of his spouse.

Rev. 23

20.02

When during his regular working hours a wage earner is called upon for jury duty his period away from work shall be considered as time worked and he shall be paid for such time, jury duty pay to be deducted from his regular wages.

20.03

Should a wage earner be called upon to appear before a court of law, at the request of the Employer, hours spent in the exercise of such duty shall be considered as time worked and shall be paid for at the proper rate, provided such wage earner was scheduled to work during those hours.

20.04

Unless production would be seriously affected, proof of which rests with the Employer, an employee shall, on his written request, be granted a leave of absence not to exceed three (3) months, without pay and without loss of seniority, with a possibility of renewal, if such request is for reasonable cause and made fifteen (15) days in advance. When circumstances justify, a leave of absence may be granted retroactively.

Rev. 23

20.05

A leave of absence for incapacity will be granted by the Employer upon presentation of a certificate of disability with a prognosis, a diagnosis and signed by a doctor. The employer may request such a certificate of disability after three consecutive working days of absence, unless repetitive absences require further intervention by the Employer.

The name of a wage earner who has been granted such a leave is maintained on the seniority list for the period set forth in the provisions of article 9.08 f) and g). The name of the person will be withdrawn from the seniority list when the period set forth in the provisions of subsection 9.08 f) or g) will have been attained. However, the arrangements must have been made previously for subsection 9.08 f).

The Employer may, from time to time during the leave, require a continuing certification of disability. The disability leave shall terminate automatically at the end of the first week following the cessation of the disability. Nothing in this paragraph shall be construed to limit in any way the Employer's right, subject to the grievance procedure, to terminate the employment of a wage earner whose physical condition or absences due to an illness prevent the wage earner from maintaining a regular attendance or from satisfactorily performing the full duties of his job. Upon his return from such leave, the wage earner will be reinstated in his former job if he is able to fully perform the duties of that job. If he cannot do the job, the Employer is committed to respecting the principle of reasonable accommodation.

Rev. 20

20.06

Any wage earner who fails to return to work immediately upon the expiration of a leave of absence without pay shall be considered as having voluntarily quit his employment, unless he presents a satisfactory excuse for his failure to return.

SECTION 21 - ABSENCES AND LEAVES FOR FAMILY OR PARENTAL MATTERS

21.01

An employee may be absent from work, without pay, for ten (10) days per year to fulfill obligations related to the care, health or education of his or her child or the child of his or her spouse, or because of the health status of a parent or person for whom the employee acts as a close caregiver, as must be attested by a health and social services professional.

"Parent" means the child, spouse, father, mother, brother, sister, grandchildren and grandparents of the employee or spouse, as well as the spouses of these persons, their children and the spouses of their children.

Is also considered as a parent of an employee for the application of these sections:

- A person who has acted or acts as a foster family for the employee or spouse;
- A child for whom the employee or spouse has acted or acts as a foster family;
- The guardian, curator or person under guardianship or guardianship of the employee or spouse;
- The incapacitated person who has appointed the employee or spouse as a representative;
- Any other person for whom the employee is entitled to benefits under a law for the assistance and care he provides because of his health.

This leave can be split into days. A day can also be split if the employer agrees.

The Employer may ask the employee, if circumstances warrant, in particular given the length of the absence, to provide him with a document attesting to the reasons for his absence.

The employee must notify the Employer of his absence as soon as possible and take reasonable measures at his disposal to limit the taking and duration of the leave.

The first two days taken annually are paid at the employee's hourly rate per day and days not taken by employees will be paid at the end of the reference year. This

right to paid days arises as soon as the employee justifies three months of continuous service, even if he has been absent before. The reference dates for this article are from January 1st to December 31st.

Rev. 23

21.02

An employee may be granted a five (5)-day leave upon the birth of his child, the adoption of a child, or if the loss of a pregnancy occurs after the twentieth (20th) week of pregnancy. The five (5) first days of leave are paid if the employee has completed sixty (60) days of continuous employment.

This leave may be divided into days at the request of the employee. It may not be taken after the expiration of the fifteen (15) days following the child's arrival at the home of his father or mother or, where applicable, the loss of the pregnancy.

The employee must notify the Employer of his absence as soon as possible.

Rev. 23

Paternity Leave

21.03

A wage earner is entitled to a paternity leave of not more than five (5) uninterrupted weeks, without pay, at the time of the birth of his child.

The paternity leave cannot begin before the week in which the child is born and must end not later than fifty-two (52) weeks after the child's birth.

Maternity Leave

21.04

- a) A pregnant employee is entitled to a maternity leave without pay of eighteen (18) weeks. The maternity leave may not begin before the sixteenth (16th) week preceding the anticipated date of delivery and shall end not later than eighteen (18) weeks after the week of delivery.
- b) Where there is loss of pregnancy before the beginning of the twentieth (20th) week preceding the expected date of delivery, the employee is entitled to a special maternity leave, without pay, for a period of no longer than three (3) weeks, unless a medical certificate attests that the employee needs an extended leave.

If the loss of pregnancy occurs in or after the twentieth (20th) week, the employee is entitled to a maternity leave without pay of a maximum duration of eighteen (18) consecutive weeks beginning from the week of the event.

In the case of a loss of pregnancy or premature labor, the employee must, as soon as possible, give her Employer a written notice informing him of the event and of the anticipated date of return to work, along with a medical certificate attesting to the event.

21.05

If the delivery occurs after the anticipated date, the employee is entitled to at least two (2) weeks of maternity leave after the delivery.

21.06

When there is a risk of miscarriage or a risk to the health of the mother or the child to be born caused by the pregnancy and necessitating leave from work, the employee is entitled to a special maternity leave as prescribed by a medical certificate that states that such a risk exists and that gives the expected date of the delivery.

If such is the case, this leave is reputed to be the maternity leave provided for in section 21 as of the beginning date of the fourth (4th) week preceding the date of delivery.

21.07

At least three (3) weeks before her departure, the employee must give a written notice to her employer indicating her intention to take her maternity leave on the date she has specified and indicating her date of return to work. This notice must be sent along with a medical certificate attesting to the pregnancy and the expected date of delivery. In such a case, the medical certificate may be replaced by a written report signed by a midwife.

Such notice may be less than three (3) weeks if the medical certificate establishes the need for the employee to stop working within a shorter delay.

21.08

As of the sixth (6th) week preceding the expected date of the delivery, the employer may require the pregnant employee who is still at work to produce a written medical certificate attesting to the fact that she is fit to work.

If the employee refuses or neglects to supply this medical certificate in a delay of ten (10) days, the Employer may oblige the employee to take her maternity leave immediately by sending a written notice giving the reasons to this effect.

21.09

Subject to the following, the employee shall be reinstated in her former position at the end of her maternity leave. If the Employer carries out layoffs that would have included the employee if she had remained at work, she reserves the same rights as the employees who were laid off with respect to rehiring.

No provision in this Agreement shall grant an employee a benefit that she would not have had if she had continued to work.

The participation of the employee in fringe benefits existing at her workplace shall not be affected by her leave.

21.10

The employee who, before the expiry date of her maternity leave, sends her Employer a notice accompanied by a medical certificate attesting to the fact that her state of health or that of her child requires an extension of her maternity leave, is entitled to a leave for the duration indicated in the medical certificate.

Parental Leave

21.11

The father and the mother of a newborn child, and a person who adopts a child, are entitled to parental leave without pay of not more than fifty-two (52) consecutive weeks.

21.12

Parental leave may be taken after giving notice of not less than three (3) weeks to the Employer, stating the date on which the leave will begin and the date on which the employee will return to work, except in the cases and subject to the conditions prescribed by regulation of the Government.

21.13

An employee may return to work before the date mentioned in the notice provided for in Article 21.12 after having given the employer a written prior notice of at least three (3) weeks of his new date of return to work.

21.14

Parental leave may begin no earlier than the day the child is born or, in the case of adoption, the day the child is entrusted to the employee within the framework of an adoption procedure or the day the employee leaves his work to go to a place outside Québec in order that the child be entrusted to him. It shall end not later than seventy (70) weeks after the birth or, in the case of adoption, seventy (70) weeks after the child was entrusted to the employee.

However, in the cases and subject to the conditions prescribed by regulation of the Government, parental leave may end at the latest one hundred and four (104) weeks after the birth or, in the case of adoption, one hundred and four (104) weeks after the child was entrusted to the employee.

21.15

At the end of a parental leave, the Employer shall reinstate the employee in the employee's former position with the same benefits, including the wages to which the employee would have been entitled had the employee remained at work.

If the position held by the employee no longer exists when the employee returns to work, the Employer shall recognize all the rights and privileges to which the employee would have been entitled if the employee had been at work at the time the position ceased to exist.

There are no dispositions in the present Collective Agreement that will impart on a wage earner, an advantage he would not have benefited from had he remained at work.

Rev. 08

21.16

Without prejudice to Article 21.06, the wage earner who does not return to work on the date set in the notice given to her Employer is presumed to have resigned.

Rev. 02

SECTION 22 – INSURANCE

22.01

1) Standard Plan

The Company will assume the complete cost of the present supplementary hospital-major medical and prescription drug plan coverage including, as of the date of effect of present. Agreement, the entire cost of a semi-private room.

The Employer guarantees the reimbursement of the following paramedical services: chiropractic treatment, speech therapy, osteopathy, audio therapy, occupational therapy, podiatry, ophthalmology, physiotherapy. These services are reimbursed at a maximum of sixty (\$60.00) dollars per visit, with an annual maximum amount of four hundred dollars (\$400.00) for all practitioners per person. Moreover, the employer shall reimburse the eye examination (optometrist) up to a maximum of eighty (\$80.00) \$ per person.

The Employer guarantees also the reimbursement of the following paramedical services: massages, naturopathy and acupuncture. These services are

reimbursed at an annual maximum of three hundred and fifty dollars (\$350.00) per practitioner per person. In addition, the Employer guarantees the reimbursement of the services of a psychologist at an annual maximum of two thousand dollars (\$2,000.00) per person.

2) Tiered Plan

The Employer may also offer a tiered insurance plan with benefits different from the standard plan, and a discount payable to employees choosing any of the tiers. Employees are free to join this tiered plan. When enrolling, employees must comply with the terms and conditions of the tiered plan.

Rev. 20

22.02

The Employer, through the carrier of his choice, shall defray the complete cost of life insurance and weekly sickness and accident benefits outlined below, of a life insurance covering accidental death and dismemberment for weekly sickness and accident benefits to be payable starting the first (1st) day of hospitalization.

- a) The Employer guarantees that all benefits provided for under the former Agreement shall be maintained for the life of the present Collective Agreement.
- b) The Employer guarantees that weekly benefits will represent sixty-six and two-thirds percent (66 2/3%) of the employee's weekly salary. It was agreed that if a return is due to the employee by the employment insurance, this rebate must be returned to the Employee. (Weekly Salary = 40hours x Occupation rate EX 40 x 24.76\$ (Storekeeper)).
- c) In addition to the accidental death and dismemberment benefits, the life insurance coverage of the wage earner shall be thirty-five thousand dollars (\$35,000.00) as of March 15, 2014.
- d) Life insurance coverage of the wage earner's spouse shall be twelve thousand five hundred dollars (\$12,500.00).
- e) Life insurance coverage of the wage earner's children shall be six thousand dollars (\$6,000.00) per child.

Rev. 20

22.03

The Employer shall not be obliged to provide any part of the above insurance program to wage earners who do not have sixty (60) calendar days of work at its service.

Rev. 99

22.04

The Employer shall be under no obligation to provide any form of insurance to any person who has ceased or who subsequently ceases to be actively employed by the Employer, excepting the wage earners pensioned by the Employer who will be provided with a four-thousand-dollar (\$4,000.00) life insurance paid for by the Employer.

Rev. 17

22.05

The above insurance plans shall be maintained, the Employer paying the full cost, in the case of any wage earner away from work due to illness or injury or in the case of any laid off wage earner, the contribution of the Employer will be discontinued after the layoff has lasted for more than thirty (30) days.

22.06

The Employer will provide a long-term total disability insurance plan, which shall cover sixty percent (60%) of the wage earner's wages, commencing after the expiration of the weekly sickness and accident benefits. (Weekly Salary = 40hours x Occupation rate EX 40 x 24.76\$ (Storekeeper)).

Rev. 20

22.07

The Employer will not be obliged to involve himself in any way in any dispute over claims for benefits made by wage earners under the above insurance plan. Such matters shall be resolved between the wage earner and the insurance carrier and shall not be subject to the grievance and arbitration procedures provided for in this Agreement between the Employer and the Union. However, the Employer will make every effort to see to it that the obligations of the insurance carrier are fully complied with.

22.08

Within sixty (60) days following the signing of the present Collective Agreement, the Employer will give a copy of the master collective insurance policy to the Union.

The Employer provides a summary of all the benefits granted to the wage earner within the six (6) months following the signing of the present Collective Agreement.

Rev. 23

22.09

When a wage earner is at the Employer's service outside the country, the collective insurance coverage provided for in the master policy, for expenses incurred outside the country, will apply.

Rev. 93

22.10

When an employee provides the Employer with a satisfactory disability certificate (Section 20.05) of more than one (1) week's duration, the employee may request an advance of weekly sickness and accident benefits from the Employer.

At the employee's request, the employer shall proceed on the normal payroll schedule to advance for a period of two (2) weeks. If the employee submits again a request, a complementary advance corresponding to a period of two additional weeks may be granted if the employee has completed the procedures with the insurers and if the procedures with the insurers are still being processed.

It is the employee's responsibility to submit all documents and information required to obtain disability benefits from the insurers within the time limit. The employee must reimburse the amounts advanced by the employer, regardless of whether or not he/she obtains weekly sickness and accident benefits from the insurers.

Upon return to work, the employee reimburses the employer's advance on the first pay issued and subsequent paychecks if necessary.

However, in the event of a termination of the employment of the employee, the Employer may at this time, reimburse itself for the full amount still owed by the employee.

Rev. 23

22.11

It is agreed upon between the parties that the list of day surgeries now covered by the insurance company will be annexed to the document summarizing the insurance benefits, as provided for in Article 22.08 of the present Collective Agreement.

Rev. 02

22.12

When the Employer requires a wage earner to undergo a medical examination to obtain an expert's report, the Employer pays his salary for a regular work day, unless the wage earner is on disability leave (insurance and CNESST). The

employee cannot, without good reason, fail or refuse to submit to such an examination. However, the employee can tell the Employer of his preferences as to the date and time of the appointment and the Employer accommodates the employee, as far as possible. The Employer shall forward a copy of the summons in person, on the same day, to one of the representatives of the Union Committee or the Committee of health and safety or to a team representative.

The employee, at his choice, will benefit from a means of transport (taxi provided by the employer) to get to his appointment or will be compensated at the rate of \$ 0.54/km.

In addition, the employer will reimburse parking fees and a maximum of \$ 25 for a meal (supported by an invoice).

When the Employer requires a wage earner to be present at the *TAT (Tribunal administratif du travail)*, the Employer will assume the salary of the wage earner.

Rev. 20

22.13

The Employer provides a copy of the document "Short-Term and Long-Term Collective Disability Benefit Application - Employer Statement" to the employee, if requested. The Employer can redact the "Additional Information" section of the form. The form must be completed and forwarded to the insurance within ten (10) working days following receipt of the disability certificate that the employee gives to the Employer.

Rev. 20

22.14

When insurance costs have an impact on employees' taxable benefits, the Employer informs the Union and employees of the costs of these increases.

Rev. 20

SECTION 23 - PENSION PLAN

23.01

There is a pension plan wholly paid for by the Employer.

Wage earners who reach the age of sixty-five (65) and whose employment terminates are entitled to monthly retirement benefits equal to: (see table A), multiplied by the number of pensionable service.

TABLE A

As of June 15, 2023:

- Thirty-four dollars and twenty-five cents (\$34.25) per year for past-accumulated service.

As of June 15, 2024:

- Thirty-five dollars (\$35.00) per year for past-accumulated service.

As of June 15, 2025:

- Thirty-five dollars and seventy-five cents (\$35.75) per year for past-accumulated service.

Rev. 23

The pension plan includes options for (10) years of guaranteed pension benefits and survivorship retirement which rate is adjusted on an actuarial basis.

Wage earners presently pensioned by the Employer receive a monthly retirement benefit of at least five dollars (\$5.00) for each year of pensionable service.

Rev. 08

23.02

A wage earner may also be entitled to early retirement at the age of fifty-five (55) if he has completed at least ten (10) years of pensionable service, but his benefits are reduced by one half (1/2) of one percent (1%) for each month of difference between his age and the age of sixty-two (62) and by five-twelfth (5/12) of one percent (1%) between the age of sixty-two (62) and sixty-five (65) or, he may choose to defer his pension and start receiving it at the age sixty-five (65).

Rev. 11

23.03

A wage earner with two (2) years of service whose employment is terminated shall be eligible for a vested deferred retirement benefit payable at age sixty-five (65) or at his request, the present value of his pension may be transferred to a REER in conformity with the law.

23.04

A joint committee shall be appointed in accordance with the law.

23.05

The Employer will provide the wage earner with a summary of the benefits payable by the pension plan. Once a year, the Employer gives each wage earner a personalized outlook of his acquired rights within the pension plan. The Employer will give the Union, as soon as possible, a copy describing the rules and regulations of the pension plan. Furthermore, the Employer will inform the Union of all modifications brought upon the said rules and regulations.

Rev. 93

SECTION 24 – TRAINING

24.01

Training Committee

According to subsection 17.03 of this Collective Agreement, the Training Committee will discuss the conditions relative to the planning of training at the monthly meeting.

Furthermore, the parties agree that the Training Committee will participate in the creation of strategies to develop the workforce, define the roles and responsibilities of the various stakeholders and collaborate in the establishment of a skills assessment system.

The Union shall appoint representatives of the wage earners to the training Committee and they suffer no loss of wages during the meetings.

Rev. 17

24.02

Trainer

Each work cell will have a Trainer and a substitute (if possible) for on-the-job training. This Trainer (and substitute) will train new Employees in the work cell, referring to the current on-the-job training guide. He/she will ensure follow-up of the training provided, complete the training form, participate in the program's improvement, participate in Employee certification and report back to his/her supervisor.

Trainers and substitutes will be selected by posting and Management will assess candidacies, according to four (4) pre-set criteria: voluntary application, communication skills, availability for training and technical knowledge.

If several candidates meet the criteria for the same work cell, seniority will prevail.

Each candidate will be required to participate in and successfully complete the course given by the Trainer. The person who provides training or completes FST will receive a premium equivalent to fifteen per cent (15%) of the maximum hourly rate of his/her classification for the hours of training to a maximum of one (1) employee at a time. This training will be delivered on day and evening shifts only. The trainer (and substitute) with sufficient seniority to provide training during the day shift will be allowed to do so; if not, training will be provided during the evening shift, but can be given on the night shift if available, unless the employee refuses night training. The employee in training is considered extra.

In the event where an employee holding more seniority than the current trainer would be interested in being a trainer, he may be within two (2) years after the appointment of the trainer currently in service, and can become the substitute immediately, it provided he meets the four (4) criteria cited in the 2nd paragraph of article 24.02.

Rev. 23

SECTION 25 - MISCELLANEOUS

25.01

Should either party or both parties hereto waive any provision of the Agreement, such action, barring contrary agreement, shall not constitute a precedent in the subsequent application of the provisions herein.

25.02

Any provision of this Agreement contrary to federal or provincial legislation shall be considered null and void without affecting the validity of the other provisions herein.

25.03

Each employee shall be given a copy of the Agreement in both French and English within three (3) months of the approval of the final texts (French/English). The French wording shall be deemed official. The Employer shall give the Union fifty (50) copies of the Agreement along with an electronic copy of the original version.

Rev. 23

25.04

On the signing of this Agreement, the Employer shall provide the Union with a list of all wage earners in the bargaining unit showing their names, birthday, clock number, seniority date, classification and rates of pay. The Union shall be notified in writing by the Employer of any modification, addition or deletion that may occur.

25.05

The Employer agrees to provide the Union with a copy of any notice that may be posted on the bulletin board by the Employer for wage earners. Such copy shall be forwarded to the Union on the day of posting on the bulletin board.

25.06

The Employer will supply the Union with a list of its supervisors and shall notify the Union of any changes that may subsequently be made in the list.

25.07

Minutes of tardiness shall be accumulated on a daily per minute basis. With the exception of late minutes, the employee's pay is adjusted in fifteen (15) minute periods.

Rev. 23

25.08

The Employer agrees to cooperate with the Union to allow wage earners to subscribe to *Fonds de Solidarité des Travailleurs du Québec (FTQ)* savings plan through payroll deductions, if they so desire.

Furthermore, the Employer shall grant a leave of absence without pay per year to one wage earner at the time for a maximum duration of eight (8) weeks in order to perform duties as representative of the The Solidarity Fund (QFL).

Rev. 08

Whatever the number of wage earners requesting same, the Employer agrees to deduct from the pay of each wage earner who so desires and who has signed the subscription form, the amount indicated by the wage earner for the duration he has specified or until he indicates otherwise.

A wage earner may modify at any time the amount of his contributions or terminate his subscription by sending a notice to the Fund and to the Employer.

The Employer agrees to remit a monthly cheque to the Fund (on or before the 15th day of the month following the deductions) the sums so deducted hereunder, together with a statement indicating the name, the social insurance number, the file number (provided by the Fund) and the amount deducted for each of them.

25.09

The Union will appoint one or more representative (s) who will be part of the committee responsible for recommending the choice of a caterer for the vending machines.

Rev. 14

25.10

All attached Appendixes and Letters of Agreement form an integral part of the Collective Agreement.

Rev. 14

SECTION 26 - DURATION AND RENEWAL OF AGREEMENT

26.01

This Agreement shall be in effect on April 1st, 2023, and shall remain in full force until March 31, 2026, inclusively.

Rev. 23

26.02

During the ninety (90) days prior to the expiration of this Agreement, either party may notify the other party in writing of its desire to terminate or modify said Agreement or to negotiate a new Agreement.

26.03

If a notice is given in accordance with Article 25.02, this Agreement shall be considered as an interim Agreement from the date of expiration until the signing date of a new Agreement.

26.04

The provisions of Article 25.03 shall be without prejudice to the right of either party to request that the new Agreement be made retroactive to the date of expiration of the previous Agreement.

26.05

Notwithstanding the provisions of Section 25, the parties agree to start the negotiations for the renewal of the Collective Agreement at the latest the first week of December preceding the expiration of the collective Agreement as indicated in article 25.01.

Rev. 08

Signed in Bedford, on April 6th 2023,

On behalf of the Union

On behalf of the Employer

SIGNÉE à Bedford, ce 6 avril 2023,

POUR LE SYNDICAT


Pascal Tremblay



Daniel Legault


Nicolas Bohdanow



Simon Duchesneau


Eric Titley

POUR L'EMPLOYEUR


Luc Jarry


Marc Raymond


Stephan Monssen


Pierre-Luc Lesmerises


Annabelle Lefebvre

APPENDIX A - CLASSIFICATIONS AND OCCUPATIONS

CLASSIFICATION 11

Electrical Engineering Technician

CLASSIFICATION 10

Quality Control Technician
Team Leader Maintenance

CLASSIFICATION 9

Grind Mechanic Machinist
Machinist
Mechanic – Machining Center
Electrical mechanic

CLASSIFICATION 8

Team Leader - Header
Team Leader - Plant
Setter-fitter Shinsen Tooling market - Machining
Setter-fitter Shinsen tooling market - Header
Setter-fitter Shinsen tooling market – Grind
Heat treatment technician

CLASSIFICATION 7

Quality Analyst
Setter Operator Inspector cell 19-22 (Header)

CLASSIFICATION 6

5S worker
Metal Treatment Operator
Machined Value Stream

- Setter Operator Inspector cell 30
- Setter Operator Inspector cell 35
- Setter Operator Inspector cell 80
- Setter Operator Inspector cell 90
- Setter Operator Inspector cell 91

CLASSIFICATION 5

Non-Machined Value Streams:

- Setter Operator Inspector cell 70
- Setter Operator Inspector cell 95

Setter Operator Inspector cell 25
Value Stream pump vanes:

- Setter Operator Inspector cell 40

Value Stream Profiled shafts:

- Setter Operator Inspector cell 46

Lab attendant
Storekeeper
Tugger
General Services

CLASSIFICATION 4

Inspector CARE
Setter Operator Inspector cell 21

APPENDIX B - SALARY

SALARY RATES

The minimum rates at time of hire are as follows:

SALARY RATE AT TIME OF HIRE	
April 3 rd , 2023	23,28\$
April 1 st , 2024	24,21\$
March 31 st , 2025	25,18\$

Twelve (12) months after the hiring date, the hourly rate of the new employee will be the starting rate of his job grade classification.

Wage rates and wage increase periods for each job grade classification are outlined in the table below:

The hourly rate is increased:

By 4% starting April 3rd, 2023

By 4% starting April 1st, 2024

By 4% starting March 31st, 2025

SALARY RANGE			
	2023	2024	2025
Classification 4	27,03 \$	28,11 \$	29,23 \$
Classification 5	28,06 \$	29,19 \$	30,35 \$
Classification 6	29,08 \$	30,24 \$	31,45 \$
Classification 7	30,14 \$	31,34 \$	32,60 \$
Classification 8	31,19 \$	32,43 \$	33,73 \$
Classification 9	32,22 \$	33,51 \$	34,85 \$
Classification 10	33,30 \$	34,63 \$	36,02 \$
Classification 11	34,47 \$	35,84 \$	37,28 \$

TRAINING PERIOD:

PERIODS ET SALARIES				
2023	Beginning	9 months	18 months	27 months
Classification 4	25,95 \$	26,48 \$	27,03 \$	
Classification 5	26,94 \$	27,50 \$	28,06 \$	
Classification 6	27,92 \$	28,50 \$	29,08 \$	
Classification 7	28,33 \$	28,94 \$	29,54 \$	30,14 \$
Classification 8	29,32 \$	29,93 \$	30,56 \$	31,19 \$
Classification 9	30,30 \$	30,94 \$	31,58 \$	32,22 \$
Classification 10	31,39 \$	32,01 \$	32,66 \$	33,30 \$
Classification 11	32,48 \$	33,13 \$	33,79 \$	34,47 \$

PERIODS ET SALARIES				
2024	Beginning	9 months	18 months	27 months
Classification 4	26,99 \$	27,54 \$	28,11 \$	
Classification 5	28,01 \$	28,60 \$	29,19 \$	
Classification 6	29,04 \$	29,64 \$	30,24 \$	
Classification 7	29,46 \$	30,10 \$	30,72 \$	31,34 \$
Classification 8	30,49 \$	31,13 \$	31,79 \$	32,43 \$
Classification 9	31,51 \$	32,17 \$	32,84 \$	33,51 \$
Classification 10	32,64 \$	33,29 \$	33,96 \$	34,63 \$
Classification 11	33,78 \$	34,46 \$	35,14 \$	35,84 \$

PERIODS ET SALARIES				
2025	Beginning	9 months	18 months	27 months
Classification 4	28,07 \$	28,64 \$	29,23 \$	
Classification 5	29,13 \$	29,74 \$	30,35 \$	
Classification 6	30,20 \$	30,83 \$	31,45 \$	
Classification 7	30,64 \$	31,30 \$	31,95 \$	32,60 \$
Classification 8	31,71 \$	32,37 \$	33,06 \$	33,73 \$
Classification 9	32,77 \$	33,46 \$	34,16 \$	34,85 \$
Classification 10	33,95 \$	34,62 \$	35,32 \$	36,02 \$
Classification 11	35,13 \$	35,84 \$	36,55 \$	37,28 \$

Employees will be paid the rate of their classification according to the period provided for in the above-mentioned wage tables in the following manner:

- (a) When an employee is posted to a position in the same classification, they will maintain their current rate of pay until they are eligible for a wage increase
- b) When an employee obtains by posting a position in a higher class than his own, he benefits from the higher rate of pay according to his current rate of pay in this new class, until he is entitled to an increase, unless he can demonstrate (FST) that he knows a percentage (%) of the tasks involved, in which case his salary will be recognized at the level of his already acquired competence, if this level is higher.
- (c) When an employee is posted to a position in a lower classification than his own, he is placed in the same learning period as he occupied in his position, unless he can demonstrate (FST) that he knows a percentage (%) of the tasks involved, in which case his salary will be recognized at the level of his previously acquired competence, if this level is higher.
- (d) For the purpose of applying paragraphs (b) and (c) the following demonstration rules (FST) shall apply:
 - 1) For positions of class 6 and less, the employee will have to demonstrate (FST) that he knows 50% and more of the tasks involved, then his salary will be recognized at the level of his already acquired competence. To be recognized at 18 months of learning period, the employee will have to demonstrate (FST) that he knows 100% of the tasks involved.
 - 2) For positions of class 7 and more, the employee will have to demonstrate (FST) that he/she knows 33% (level 9 months) or 66% (level 18 months) and more of the tasks involved, then his salary will be recognized at the level of his already acquired competence. To be recognized at 27 months of learning period, the employee will have to demonstrate (FST) that he knows 100% of the tasks involved.

The periods mentioned above refer to calendar months. Leaves outside the plant exceeding one (1) calendar month will not be credited to an employee for the calculation purpose of the periods mentioned above.

Automatic increase periods are based on the experience factor of "The Employment Evaluation Plan regardless of Sex of the SCFP in Quebec".

SHIFT PREMIUM

Employees working on the second (2nd) shift will receive a bonus of one dollar and 5 cents (\$1,05) per hour and employees working on the third (3rd) shift will receive a bonus of one dollar and thirty-five cents (\$1,35) per hour.

Rev. 23

COMPENSATION FOR LABOR POOL EMPLOYEES

It is the prerogative of the employer to determine the positions to which employees in the labour pool may be assigned. In consideration of the positions identified, employees in the labour pool shall be paid at the wage rate of the higher classification of the position in the identified group of positions.

Rev. 23

APPENDIX C – JOB EVALUATION

JOB EVALUATION

It is mutually agreed that the basis for measuring the value of any job classification and its assignment to a labor grade shall be « The Employment Evaluation Plan Regardless of Sex of the SCFP in Quebec » is incorporated in this Agreement.

Job Description

It is understood that agreed job descriptions should serve only as the basis from which to classify jobs. It is further understood that new descriptions shall be recorded from time to time when and if a new job is established or the content of any given job is changed by the Employer. Said new or changed jobs shall be described in the same manner as the original jobs have been described. The employer shall provide a copy to the Union, at least two weeks before its entry into force for review. It is understood that the phrase « to do other work as assigned » at the end of each job description means related work to the job described.

Base Rates

All occupations are classified into grades according to the scale, which applies to the requirements described in the job description. These occupations, their grades, their base rates and the increase periods are described in Appendix A and Appendix B.

New or changed jobs

When a newly created or modified occupation is established, both parties will evaluate the position (according to the CUPE) before its posting or its entry into force. The pay is calculated according to the classification agreed upon by both parties. Should there be a disagreement on the classification, and before initiating the grievance procedure, an attempt at conciliation with an external consultant will be made. Any dispute regarding this classification is subject to grievance and arbitration procedures as stipulated in the present Agreement. In the case of the application of this procedure, the evaluation of the position by the Employer will be in effect.

Pay Equity

All is in Agreement with the Pay Equity Law.

Testing

When a test must be passed to obtain a position requiring a specialized diploma (DEP) or college level, the wage earner is entitled to a period of familiarization with the equipment for a ten (10) business days length. The test will be available in English and French, unless the training and testing are provided by a provider that makes the application impossible. If this happens, the Union Committee and the Employer agree to find a solution.

When a test must be passed to obtain a position requiring no particular degree, it must be related with the training received and will be available in English and

French, unless the training and testing are provided by a provider that makes the application impossible. If this happens, the Union Committee and the Employer agree to find a solution.

Rev. 20

APPENDIX D – WORK SCHEDULE

Work schedule for non-stop operation teams, services (leadmen and operators):

For all above schedules: 1st break: 10 minutes, Meal: 30 minutes paid, 2nd break: 10 min.

Monday to Friday DAY 7:00 a.m. to 3:00 p.m. Or 7:15 a.m. to 3:15 p.m. Or 7:30 a.m. to 3:30 p.m.	Monday to Friday EVENING 3:00 p.m. to 11:00 p.m. Or 3:15 p.m. to 11:15 p.m. Or 3:30 p.m. to 11:30 p.m.	Monday to Friday NIGHT 11:00 p.m. to 7:00 a.m. Or 11:15 p.m. to 7:15 a.m. Or 11:30 p.m. to 7:30 a.m.
--	---	---

Work schedule for services (day and/or evening):

Monday to Friday DAY De 7:00 a.m. to 3:00 p.m.	Monday to Friday EVENING De 3:00 p.m. to 11:00 p.m.
---	--

1st break: 10 min. Meal: 30 minutes paid, 2nd break: 10 min.

OR

Monday to Thursday EVENING 4:00 p.m. to 1:00 a.m.	Friday EVENING 4:00 p.m. to 8:00 p.m. 1 ten (10) minutes break.
--	---

Monday to Thursday: 1st break: 10 min. Meal: 30 minutes paid, 2nd break: 10 min.

Work schedule for services (day, evening, night):

Monday to Friday DAY 7:00 a.m. to 3:00 p.m.	Monday to Friday EVENING 3:00 p.m. to 11:00 p.m.	Monday to Friday NIGHT 11:00 p.m. to 7:00 a.m.
--	---	---

1st break: 10 min. Meal: 30 minutes paid, 2nd break: 10 min.

Breaks and meals are paid and included in the calculation of hours worked for the purposes of the safe motherhood program, gradual return, etc.

Rev. 20

APPENDIX E - REFERENCE

Reference – Rules of application for different periods of vacation / time off

Period	Rules
<p>For employees with only 2 weeks vacation time</p> <p>2023: July 17 to 30</p> <p>2024: July 15 to 28</p> <p>2025: July 14 to 27</p>	<ul style="list-style-type: none"> a) Maximum duration of 2 weeks b) Granted at 100% c) Employer posts its needs no later than May 15 (including confirmation of a complete plant closure or not) d) Employee makes his request before June 1st. e) Employer responds within 10 working days.
<p>For employees with more than 2 weeks vacation time</p> <p>2023: July 10 to July16 and/or July 31 to August 6;</p> <p>2024: July 8 to 14 and/or July 29 to August 4;</p> <p>2025: July 7 to 13 and/or July 28 to August 3;</p>	<ul style="list-style-type: none"> a) Granted at 50% if the plant is open during annual vacation periods b) Granted at 100% if the plant is closed c) Employers post its needs no later than May 15 (including confirmation of a complete plant closure or not) d) Employee makes his request before June 1st. e) Employer responds within 10 working days.
<p>Summer period (Excluding the 2 weeks of annual vacations in the month of July)</p> <p>2023: From June 12th to September 3rd</p> <p>2024: From June 10th to September 1st</p> <p>2025: From June 16 to August 31st.</p>	<ul style="list-style-type: none"> a) Granted at 50% b) Employers post its needs no later than May 15 (including confirmation of a complete plant closure or not) c) Employee makes his request before June 1st. d) Employer responds within 10 working days.
<p>From May1st to May 31st</p>	<ul style="list-style-type: none"> a) Granted at 50% b) Employers post a reminder 15 days before April 1st to the employee's attention c) Employee makes his request before April 1st.

	d) Employer responds within 5 working days.
<p>Vacation during Christmas time (7 Holiday paid)</p> <p>2023-2024: December 22nd (23h) to January 7th (23h)</p> <p>2024-2025: December 20th (23h) to January 5th (23h)</p> <p>2025-2026: December 19th (23h) to January 4th (23h)</p>	<p>a) Granted at 50%</p> <p>b) Employers post a reminder 15 days before December 1st to the employee's attention</p> <p>c) Employee makes his request before December 1st.</p> <p>d) Employer responds within 5 working days.</p>
Other Periods :	<p>a) Granted at 50%</p> <p>b) Employee makes his request 2 weeks prior to the vacation date</p> <p>c) Employer responds within 5 working days.</p>
<p>Bank Hours (56 hours)</p> <p>New paragraph 17.04 (for the summer period)</p> <p>However, for the summer period, the employee who wants to take his vacation, must inform the Employer at the latest on June 1st of the current year.</p> <p>2023: June 12th to September 3rd</p> <p>2024: June 10th to September 1st</p> <p>2025: June 16th to August 31st</p>	<p>a) Granted at 50%;</p> <p>b) Vacation have priority over bank hours;</p> <p>c) Employee makes his request 2 weeks prior to the vacation date;</p> <p>d) Employer responds within 5 working days.</p>

Rev. 23

LETTER OF AGREEMENT #1

The parties agree that a work schedule of twelve (12) hours per day for two (2) days be added to the existing work schedules. The wage earner shall be paid for a regular week of forty (40) hours plus two (2) wash periods of six (6) minutes each. Shift premiums are not applicable for this Agreement. The weekend work shift is scheduled as follows:

One-shift schedule

Day	Start	Lunch	End
F	23:00 p.m.	5:30/6:00 a.m.	11:00 a.m. S
S	11:00 a.m.	5:30/6:00 p.m.	11:00 p.m. S

Or

Day	Start	Lunch	End
F	7:00 a.m.	11:30/12:00 a.m.	7:00 p.m. S
S	7:00 a.m.	11:30/12:00 a.m.	7:00 p.m. S

For the position of “employee general services”:

Two-shift schedule

Day	Start	Lunch	End
F & S	11:00 p.m.	5:30/6:00 a.m.	11:00 a.m. S & S
S & S	11:00 a.m.	5:30/6:00 p.m.	11:00 p.m. S & S

Employees are entitled to three (3) 10 minutes breaks (nonconsecutive). As for the public holidays, they shall be paid regular rate in addition to the regular working hours.

Rev. 17

LETTER OF AGREEMENT #2

- Given that it may become necessary to change work schedules:
- Given that the parties wish to collaborate in the establishment of new work schedules when necessary;
- Given that one of the parties shall advise the other of its intention to discuss a change in the work schedule by explaining the reasons for such modification;

The parties hereunder agree to form a joint committee including the Union, a wage earner from the concerned department and Employer representatives including the department supervisor.

The unique goal of this joint committee is to examine work schedule options and to make recommendations, which are subject to approval, to the Union and the Employer, in

conformity with the provisions stated in Article 17.01 of the Collective Agreement.

Refusal by one of the parties to ratify the recommendation made by the committee shall be justified in writing.

Rev. 93

LETTER OF AGREEMENT #3

Assistance program for employees

The Employer and the Union agree to cooperate in order to help wage earners with drinking and drug-addiction problems as well as various personal problems by offering an employee assistance program. Participation in the program is on a voluntary basis and is confidential.

Rev. 99

LETTER OF AGREEMENT #4

Object: methods governing the multi-purpose employees of the labor pool.

The main purpose of this job is to cover temporary needs in order to assure optimum coverage of operations.

With the exception of an assignment for disability replacement, for a leave or training, any assignment having a duration exceeding three (3) months shall be posted according to the procedure described in the labor contract for the vacant jobs. Assignments will be done for cells having classification grades lower than labor pool.

These are the base premises:

1) Transfer

With exception to article 10.09, the transfer clauses stipulated in article 10 of the labor agreement do not apply to the assignment of the labor pool.

2) Assignment

However, all assignments are prohibited if it is made in a discriminatory manner, or where it would injure the health and safety of an employee. No employee will be displaced to another shift by an employee of the labor pool on his shift.

The parties agree that seniority is the critical factor for the assignment to a work shift. The employee of the labor pool may not be assigned for a period of more than eight (8) weeks to a work shift if an employee from another work shift in the

same occupation has the seniority to occupy the shift selected by the employee having the seniority.

Rev. 23

3) Training

Employees assigned as labor pool will receive a customized training plan allowing the development of skills on the equipment identified as priorities.

The Training Committee will have the mandate to analyze and follow the evolution of the plan.

Rev. 11

LETTER OF AGREEMENT #5

The Employer and the Union agree to recognize, as regards to obtaining the benefits provided for under this Collective Agreement, spouses of the same gender, as set forth in various regulations. The cohabitation period may, in no case, be inferior to twelve (12) consecutive months, unless otherwise provided by law.

Rev. 99

LETTER OF AGREEMENT #6

While renewing the labor Agreement, the parties agreed that the development of prototypes represents an essential activity in the growth of the Company.

With this in mind, the parties recognize the importance of establishing regular communication concerning these activities. The parties have therefore decided to plan a monthly meeting where different aspects of the operations will be discussed.

Rev. 05

LETTER OF AGREEMENT #7

Parties have agreed to offer, provided it complies with federal and provincial legislations, the opportunity to reduce the normal workweek of an employee, this without diminishing the pension benefits he has entitled to at the age of sixty-five (65). It is agreed that 15 employees will be able to take advantage of the reduced workweek simultaneously according to the following conditions:

1. **No later than December 1, an employee who has reached five (5) years of seniority and the age of sixty-one (61) before January 1, may request a reduced workweek.**
2. **No later than December 1, an employee who has reached the age of sixty (60) before January 1, may apply for reduced workweek.** He will then be added to the waiting list and will be able to access the program from the date of his 61st birthday. In this context, if a place becomes available when he has

not yet reached the age of 61 and he is the person with the most seniority to obtain this place, this place will be granted to him and will remain therefore unoccupied until his 61st birthday.

3. If all the places in the program are granted, the employee will automatically be placed on the waiting list;
4. When a place becomes available, it will be offered immediately by seniority to employees on the waiting list. For the purposes of applying this paragraph, it is understood that the start of the reduced workweek will coincide with the start of the pay period.
5. The reduced workweek is 4 days/week;
6. An employee on the reduced workweek program, who has reached sixty-three (63) years of age. May request the 3-day week no later than December 1st of each year. This request will be applicable during the scheduled balancing period happening on January of each year. It cannot have more than 5 employees on a schedule of 3-days per week simultaneously;
7. According to the terms set out in paragraph 6, an employee who is already on the reduced week program will have priority over a new request to obtain the 3-day per week schedule;
8. An employee who is on the 3-days per week schedule can request to return to 4-days per week schedule no later than December 1st of each year. This request will be applied during the annual balancing period in January;
9. The days off are determined by the employer based on meeting the production needs of each sector. These needs may therefore vary from one sector to another. As far as possible, the employer will try to concentrate the days off at the ends of the week. During the scheduled balancing period, the priority for choosing non-working days will be given by seniority;
10. As stipulated in detail in the reduced workweek agreement, the employee on the reduced workweek program shall maintain the benefits provided under this Collective Agreement in proportion to the hours worked, if applicable.
11. As stipulated in detail in the reduced workweek agreement, all calculations pertaining to the payment of vacation, statutory holidays and any other form of compensation will be prorated to the hours worked with the necessary adaptations. this means that your lay day could be modified at every year);
12. On January 1 of each year, there will be a balancing period in order to ensure that the number of employees per lay day is balanced by sector (important this means that your lay day could be modified every year)
13. Should this Letter of Agreement be contrary to the legislation, the parties agree to the non-application of that said Letter of Agreement in comprehensive way and general terms.

Rev. 23

LETTER OF AGREEMENT #8

Considering the market and its fluctuations, and in order to meet the specific needs of our clients, the Parties acknowledge the importance of working to satisfy the clients with improved speed of execution and greater flexibility.

Therefore, the parties agree to collaborate in the process review to increase flexibility while reducing turnaround times.

Furthermore, the Parties agree to implement a joint committee, which will review the potential and feasibility of these processes, as well as the impacts and constraints in the working conditions of the members of the bargaining unit, in order to make recommendations to management for implementation of changes.

Rev. 14

LETTER OF AGREEMENT #9

Revoked

Rev. 23

LETTER OF AGREEMENT #10

Revoked

Rev. 23

LETTER OF AGREEMENT #11

This Letter of Agreement primarily aim the earning of work experience for wage earners, with no formal work experience within a plant in their trade and holding the position of Operator at the Koyo Canada, Bedford plant.

The employer is expected to replace or add labor in specialties internal positions, especially in the position of electromecanician, machinists or Qc-tech. It turns out that some Operators have the appropriate degree without however justifying the necessary relevant experience.

Whereas the employer is disposed to offer the required experience to wage earners who have an academic profile corresponding to the positions requirements.

Parties agree to the following:

- a) The preamble is part of this Agreement;
- b) The employer can do a posting of "earning work experience" in the departments with a position covered hereby;
- c) Only employees with appropriate academic training obtained within a period of 5 years from the offer of a position "earning work experience" can submit their name to gain the work experience proposed herein;
- d) The said position is granted to the person who can prove the most seniority within the meaning of the collective agreement in force;
- e) An employee who has a degree in the field covered by the position, obtained in a delay of more than 5 years, can submit his interest to gain experience. The employer consider the case with a member of the Union and the employer takes the final decision on his eligibility;

- f) The duration of the work experience earning is at the most 6 months. During this period, the employee will be evaluated monthly on the progress of his experience and his performance;
- g) The employer may put an end to the earning of experience period according to the results of the periodic assessments;
- h) Each hour of gained experience will be counted twice for the purposes of the selection criteria for the position;
- i) The employee in "earning of work experience" is deemed "in transfer", within the meaning of the collective agreement, for the maximum duration of the period of gaining experience, and this, without regard to the time limits referred to in article 10.04 C;
- j) When an employee is in the program "earning of experience" the employer may use the principle of overlapping of transfer to meet the needs of production related to the Department in which the employee was;
- k) The wage earner who participates in an earning experience period, but does not satisfy the requirements of the position, returns to the position he occupied before the earning of the experience period.

When the employer posts a position, it first promotes the development of the workforce of the accreditation unit unless the special needs of the plant require a different decision.

LETTER OF AGREEMENT #12 - Care

Revoked

Rev. 23

LETTER OF AGREEMENT #13 – Heat Treatment Operator

Considering that employees working at the heat treatment operator position cannot leave their workstation during their thirty (30) minutes of meals and must perform tasks during this period, these employees receive thirty (30) minutes more per day, paid on regular basis.

Rev. 23

LETTER OF AGREEMENT #14 - Telemedicine

It is agreed between the parties that the employer undertakes to set up access to telemedicine at no cost to employees.

Rev. 23

LEXICON

1. **Open position when a position is abolished:**
Position that was posted within the last nine (9) weeks and remained unfilled following this posting. In the context of the abolition of a position, the employee moved to this position automatically becomes the incumbent of the latter.
2. **Position/Occupation / Employment:**
For the interpretation of this collective agreement, these terms are all synonymous.
3. **Position:**
Combination of several tasks.
4. **Cell:**
Combination of several positions.
5. **Value Chain:**
Combination of several cells. As an exception, a value chain may be composed of a single cell.