

COLLECTIVE AGREEMENT

BETWEEN

EATON YALE LTD. - CUTLER-HAMMER CANADA

3511 Viking Way

Richmond, B.C.

AND

**LOCAL UNION 258 OF THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS**

Effective April 1, 2001 to March 31, 2004

I N D E X

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE NO.</u>
1	UNION RECOGNITION	3
2	STRIKE, LOCKOUTS/LEGAL PICKET LINES	3
3	MANAGEMENT RIGHTS	4
4	UNION SECURITY	4 - 5
5	SHOP STEWARDS	5 - 6
6	GRIEVANCE AND ARBITRATION PROCEDURE	6 - 8
7	SENIORITY	8 - 11
8	HOURS OF WORK AND OVERTIME	11 - 13
9	ANNUAL VACATIONS	13 - 14
10	GENERAL HOLIDAYS	14 - 16
11	CLASSIFICATIONS AND RATES OF PAY	16
12	GENERAL	16 - 19
13	WELFARE	19
14	PENSION PLAN	19
15	BEREAVEMENT LEAVE	19 - 20
16	JURY DUTY LEAVE	20
17	SAFETY RULES	20
18	TECHNOLOGICAL CHANGE	20 - 21
19	TOOL KIT	21
20	JOINT CONSULTATION & ADJUSTMENT COMMITTEE	21
21	EFFECTIVE DATE, TERMINATION AND AMENDMENTS	22
	SIGNING PAGE	23
	SCHEDULE "A" - WAGE RATES	24
	SCHEDULE "B" – JOB DESCRIPTIONS	25 - 26
	LETTER OF UNDERSTANDING #1	27

THIS AGREEMENT dated the 9th day of April, 2001.

BETWEEN

EATON YALE LTD. - CUTLER-HAMMER CANADA

(hereinafter referred to as the "Company")

OF THE FIRST PART;

AND

**LOCAL UNION 258 OF THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS**

(hereinafter referred to as the "Union")

OF THE SECOND PART;

WHEREAS it is the general purpose of this Agreement to establish and maintain satisfactory relations between the Company, its employees and the Union by providing for the operation of the plant in accordance with methods which will ensure, to the fullest possible extent, the safety and welfare of the employees, economy of operation, quality and quantity of output, cleanliness of the plant, satisfactory working conditions, including hours of work and rates of pay of the employees, and prompt and equitable disposition of grievances; now

THEREFORE in consideration of the mutual covenants hereinafter contained, the Company and the Union agree as follows:

ARTICLE 1 - UNION RECOGNITION

1.01

This Agreement shall cover all employees employed by the employer at 3511 Viking Road, Richmond, British Columbia coming under the jurisdiction of the Union as specified in the certification dated May 4, 1995.

ARTICLE 2 - STRIKES/LOCKOUTS/LEGAL PICKET LINES

2.01

- (a) The Parties hereto agree that there shall be no lockouts, strikes, slow downs or any other stoppages of or interference with work which would cause any interruption in production.
- (b) It is agreed that no part of this Agreement is to be interpreted as requiring members of the Union to work behind a recognized legal picket line where strike, lockout or other conditions detrimental to the interests of the Local Union prevail.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01

- (a) The Union acknowledges that the management and the operation of the business and the direction and promotion of the working forces is vested exclusively in the Company subject to the terms of this Agreement.
- (b) Without limiting paragraph (a) above, the Company shall have the right to select its employees, hire in accordance with the terms of this Collective Agreement, layoff, classify new employees, transfer, promote, demote or discipline them, provided that a claim of discrimination against any employee, misinterpretation and/or violation of this Agreement, may be the subject of a grievance and dealt with as hereinafter provided.

ARTICLE 4 - UNION SECURITY

4.01

- (a) New Employees - When in need of new employees, the Company shall call the Local Union office. If Union members are not available, or acceptable, the Company shall then be responsible to secure its own workers.
- (b) The Company agrees to notify the Union immediately on the engagement of any employee and also to refer to the Union such employee prior to his commencing work.

4.02

- (a) Union Recognition - The Company agrees that all employees coming within the jurisdiction of the Union, as a condition of employment, shall apply for membership in the Union and sign a dues check-off card upon hire and shall become members in good standing thereof within thirty (30) days from the date of hire.
- (b) All employees hereinafter described under this Article shall remain members in good standing thereof throughout the life of this Agreement as a condition of employment, provided however, that the Union shall not request the Company to discriminate against any employee for non-membership in the Union if such membership is not available to the employee on the same terms and conditions generally applicable to other members.

4.03

Initiation Fee and Union Dues Check Off

- (a) The Company agrees to honour a written assignment of wages for Union dues, initiation fees and assessments from an employee in favour of the Union. The Company must be notified in writing of any assessment by the proper officer or officers of the Union.
- (b) Fees and dues deducted under this assignment of wages shall be forwarded by the Company to the Financial Secretary of Local Union 258 normally within fifteen (15) but not later than

thirty (30) days from the pay day when deductions are made.

ARTICLE 5 - SHOP STEWARDS

5.01

Shop Stewards - The Company will recognize Shop Stewards and the Chief Shop Steward, who shall be selected in accordance with Union rules and regulations as the representative of the employees in the respective groups or departments for which they are chosen and hereby recognizes that the power of appointment and removal thereof is solely vested in the Union. The number of Stewards will be consistent with the need, but will not normally exceed one (1) Steward for every fifteen (15) employees.

5.02

Shop Stewards - The Union will advise the Company of the identity of all Stewards and will also give notice of any new appointment or renewal thereof.

5.03

- (a) Shop Stewards - Stewards shall report to their immediate supervisors and request permission to leave the job before leaving work to conduct Union business which shall consist solely of the investigation of complaints that may lead to grievances, or to handle the adjustment thereof, or to attend at any meeting with representatives of the Company or such other Union business as may be authorized by the Company during working hours.
- (b) Employees involved in direct negotiations will be paid and time spent in direct negotiations will be considered as time worked.

5.04

- (a) No Discrimination/Union Activity - The Company shall allow Stewards to conduct said Union business within their regularly established working hours and within their assigned areas of representation, unless such action would seriously interfere with operations, and in such instances, the supervisor shall make arrangements for the Stewards to leave the job as soon thereafter as operations will permit.
- (b) The Company and the Union agree that there shall be no discrimination or intimidation by the Parties based upon any activity or lack of activity during working hours on the Company's premises relating to Union matters. Subject to Article 5, the employee will not engage in Union activities during working hours or hold meetings at any time on the premises of the Company, except with the permission of the Company.

5.05

Employee Rates - The Company shall pay employees at their regular rates for Union business conducted during their regular business hours, on the Company's premises.

ARTICLE 6 - GRIEVANCE AND ARBITRATION PROCEDURE

6.01

Preamble - The following is the procedure which shall be used to adjust and settle all matters of complaints, disputes, grievances or controversies pertaining to the interpretation, application, operation or any alleged violation of this Agreement and any matter which may arise between the Company and the Union. It is mutually agreed by both Parties that it is generally understood that an employee has no grievance until he/she has first given to his/her foreman or supervisor an opportunity to adjust the complaints. If the complaint is not adjusted to the satisfaction of the employee within a period of two (2) working days or such longer period as may be mutually agreed upon, it may be processed in accordance with the following grievance steps.

6.02

Grievance Steps

Step 1 - In the event of a grievance, the employee may approach his/her Chief Shop Steward to discuss the grievance.

Step 2 - The Chief Shop Steward will present the grievance in writing to the appropriate department supervisor. The department supervisor will give an answer in writing to the Chief Shop Steward within three (3) working days.

Step 3 - Failing settlement, the Chief Shop Steward refers the grievance to the Union Business Manager or representative who will take the matter up in writing with the appropriate Company official within five (5) working days of the answer of the department supervisor.

Step 4 - Failing settlement at this level within five (5) working days or a mutually agreed upon extension, the matter in dispute will be handled in accordance with Article 6.06 of this Agreement.

6.03

Discharge, Suspension or Other Actions of Discipline

- (a) If an employee believes he or she has been unjustly discharged, the matter will be take up as a special grievance under Article 6.02 of this Agreement. Any such grievance shall be referred to the Manager, within three (3) working days after the employee has been advised that he or she has been discharged from the Company and the matter shall be disposed of within seven (7) working days of the time the Manager received notice of the grievance,

except where a case is taken to Arbitration.

- (b) In cases of grievance for discharge, suspension, or other actions of discipline, such grievance may be settled by the Arbitration Board by confirming the Company's decision in discharging, suspending or disciplining the employee, or by reinstating the employee with full or partial compensation for time lost, or by any other arrangement which is just and equitable.
- (c) The Union shall be informed of all disciplinary actions by the Company including discharge.

6.04

Interviews - In any interview dealing with disciplinary measures, the employee shall be accompanied by his/her Chief Shop Steward.

6.05

Classification Adjustments - In the event that an employee is transferred to a job within another classification or is performing the work of another classification, such employee will receive pay for that classification as per Schedule "A".

6.06

Arbitration Procedure - Any question of interpretation of any dispute arising out of this Agreement which cannot be settled by the Union and the Company shall be determined by a single Arbitrator under the terms of the British Columbia Labour Relations Code, 1991, in the following manner.

- (a) Either Party may notify the other in writing by registered mail of questions to be arbitrated and the name and address of the proposed single Arbitrator.
- (b) Within five (5) days after receipt by the Party of notice it shall advise the other Party of its acceptance of the proposed Arbitrator or failing acceptance its list of proposed Arbitrators.
- (c) In the Parties cannot agree on an Arbitrator within five (5) days of the receipt of the list of proposed Arbitrators, they shall forthwith request the Honourable Minister of Labour to appoint an Arbitrator.
- (d) The decision of the Arbitrator shall be final and binding upon both Parties.
- (e) Each Party shall bear the cost of the Arbitration in equal proportions.

6.07

Troubleshooter

- (a) The Company and the Union may, by mutual consent, invoke the procedure set out in this section, for non-disciplinary or interpretation grievances only provided that the agreement to do so is made within five (5) working days of the meeting referred to in Step 2 of Article 6.02
- (b) The findings (i.e. the investigation, issue-definition and written recommendations) of the Troubleshooter shall not be binding upon the Parties if the grievance is referred by one of the Parties to Arbitration under Step 4 of Article 6.06, within five (5) calendar days of the Troubleshooter's publishing his written recommendations. Failure to refer the grievance to Arbitration within such time renders the written recommendations binding upon the Parties, in the same manner as an Arbitration award.
- (c) Should the grievance be referred to Arbitration within the time limits prescribed above, the Parties will immediately meet to decide upon an Arbitrator, and Article 6.06 (b) applies to this meeting.
- (d) If the grievance is referred to Arbitration as set out above, the findings of the Troubleshooter shall not be admissible as evidence before the Arbitrator.
- (e) Procedure - Where a difference arises between the Parties relating to the interpretation, application, operation or alleged violation of this agreement, including any questions as to whether a matter is arbitrable, during the term of a Collective Agreement, David Vickers, or a substitute agreed to by the Parties shall, at the request of either Party;
 - i investigate the difference;
 - ii define the issue in the difference; and
 - iii make written recommendations to resolve the difference.

within five (5) days of the date of receipt of the request; and, for those five (5) days from the date, time does not run in respect of the grievance procedure.

ARTICLE 7 - SENIORITY

7.01

Definition of Seniority - Seniority as hereinafter referred to shall be based on length of service within the bargaining unit or as otherwise covered in Article 7.04 and shall be a factor in determining layoff and recall subject to the provisions of 7.05 (b) and (c).

Seniority lists will be kept up to date by the Company and will be made available to the Union, upon

request.

7.02

Probationary Period - Each employee shall be hired on a probationary basis and shall not acquire seniority until he/she has completed three (3) months with the Company. The Company and the Union agree that the purpose of the probationary period is to determine suitability or satisfactory performance. Upon completion of such probationary period, his/her plant seniority shall be calculated from his/her date of hire. There shall be no responsibility on the part of the Company to re-employ probationary employees who are laid off or discharged.

7.03

- (a) Job Vacancies - Where a job vacancy occurs or a new job is created within the bargaining unit, it shall be posted for a period of three (3) working days to allow interested employees the opportunity to apply.

The job shall be awarded to the senior applicant provided he/she is able to perform and meet normal requirements of the job after the training period as described in the Job Descriptions. Such days to be actually worked by the employee. The training period may be reduced or terminated by management after consultation with the Union, based on the individual's performance. The performance will be subject to review anytime during the training period.

This does not preclude the right of the Company to seek applications from other sources during this time period. Such applications shall not be given consideration until it is determined that a suitable applicant is not within the bargaining unit.

- (b) The Company will not be required to post jobs while there are employees with recall rights to those jobs.

7.04

Termination of Seniority - An employee's name shall be removed from the Company's list of employees and his/her seniority and employment terminated by:

- (a) Voluntary quitting of job.
- (b) Exceeding authorized leave of absence, unless failure to return to work is unavoidable.
- (c) Discharge for just cause.

- (d) Failure to report for work within five (5) working days and signify intention to return to work within three (3) working days after notification by registered letter to return to work unless failure is proved to be unavoidable.
- (e) Continuous layoff for over twenty-four (24), thirty-six (36) or forty-eight (48) months as defined in 7.08.

7.05

Layoff and Recall

- (a) In the event of a layoff, the Company will be required to give notice in accordance with the following:

<u>Years of Service</u>	<u>Working Days</u>
45 days to 4 years	10 days
Over 4 years and less than 6 years	15 days
Over 6 years and less than 8 years	20 days
Over 8 years and less than 10 years	25 days
Over 10 years	30 days

The Company will not be required to give any layoff notice, or pay in lieu thereof to probationary employees.

If the required notice is not given, the appropriate day's pay will be paid in lieu thereof to all employees who are laid off except in the cases of fire, flood, electrical failure, or similar conditions beyond the control of the Company. If the above conditions last more than five (5) working days, the layoff notice will be given.

The above notice or pay in lieu requirements do not apply if, on a recall to work, the Company has notified the employee of the specific period of work for which he/she is being recalled. Nor do they apply if the Company notifies that employee that the period of work is extended to a later date. In either event, the Union and the employee waive the notice of layoff or pay in lieu requirements. However, in the event that the employee continues working beyond the specific extension date, appropriate notice of subsequent layoff, or pay in lieu thereof, must be given by the Company.

- (b) In case of a work shortage, the employee with the least seniority shall be laid off first, providing the remaining employees are qualified to do the available work, such qualifications to be judged by his/her record of employment.
- (c) Persons shall be recalled after layoff in order of seniority provided that they have the ability and are qualified to do the work available.
- (d) Should an employee not be recalled to the same job or similar job of equal rating held by the

employee before layoff, (this job means his/her last posted job), the employee may refuse such job without relinquishing his/her recall rights as provided in Article 7.01 and 7.05 (c).

- (e) When an employee is given notice of recall from layoff, the Company will not unreasonably insist on employees accepting recall where the Company anticipates employment following recall will be of three (3) months or less, where the Company has evidence that the employee is actively employed elsewhere. In this connection it is understood that in granting or withholding this arrangement to employees in receipt of such notice, the Company will not be held in violation of the recall provisions of this Article nor will the employee lose his/her recall rights.

7.06

Assignment Within the Bargaining Unit

- (a) If an employee is temporarily assigned by the Company to and does work in a higher classification for greater than two (2) hours in one (1) day, he/she shall be paid for eight (8) hours at a higher rate. If an employee is temporarily assigned by the Company to and does work in a lower classification for greater than ten (10) consecutive working days, he/she shall be paid at the lower rate commencing on the eleventh working day.

7.07

Leave of Absence - Seniority shall be retained and shall accumulate during authorized leave of absence due to sickness or accident.

7.08

Maintain and Accumulate Seniority - During a layoff employees who have completed their probationary period shall maintain and accumulate seniority as follows:

0 - 5 completed years	24 months
6 - 9 completed years	36 months
10 and over	48 months

It is the employee's responsibility to keep the Company informed of any change in his/her address.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

8.01

Work Week and Day Shift - Forty (40) hours per week, Monday to Friday inclusive shall constitute one week's work and eight (8) hours per day between the hours of 7:00 a.m. and 5:00 p.m. shall constitute one day's work and shall be the day shift.

Flexible hours of work will be mutually agreed to between the individual employee and the management. Flexible shift hours will be maintained providing service levels are maintained.

8.02

Second Shift - Should the Company wish to schedule a second shift in any day then, such second shift to be known as the afternoon shift, shall comprise eight (8) hours and shall be scheduled between the hours of 3:00 p.m. and 1:00 a.m. The afternoon shift shall be paid a premium of fifty cents (\$0.50) per hour in addition to the regular hourly rate of pay for all hours worked during the eight (8) hours of the afternoon shift.

8.03

Notice of Shift Change - Employees shall be given not less than five (5) working days' notice of shift change and such change of shift shall be for a period of not less than ten (10) working days.

Shift weeks shall be Monday to Friday inclusive and shall not be interrupted or broken by shift change.

Shift preference shall be based on seniority with the senior employees in each department being given choice of shift selection.

8.04

Overtime

- (a) All hours worked in excess of the hours specified for the day and afternoon shifts shall be paid for at the rate of two (2) times the regular hourly rate of pay.
- (b) Work performed on Saturday and Sunday shall be paid for at the rate of two (2) times the regular hourly rate of pay.
- (c) All overtime scheduled must be approved by management in advance of working the overtime.

8.05

Minimum Overtime Rates

- (a) Employees shall receive a minimum of one (1) hour's pay at overtime rate if notified to work overtime.
- (b) Employees shall receive a minimum of four (4) hours' pay at overtime rates if called to work from their homes.

8.06

Supper Money - Should an employee be required to work more than two (2) hours after regular quitting time, there will be a non-paid meal break of thirty (30) minutes and the employee shall be paid ten dollars (\$10.00).

8.07

Banking Overtime Hours Premium

Employees have the option of banking the premium portion of overtime hours worked, rather than being paid in the normal manner for such portion, to a maximum of forty (40) hours. Equivalent time off in lieu of payment shall be taken at a time mutually agreed to by the Company and the individual employee. Employees wishing to take this option must notify the Company in writing, within thirty (30) days of their preferred dates for time off. In the event that the banked time is not used prior to December 31 of any year, the employees shall be paid for it at the applicable hourly rate existing when the time was worked.

It is understood that regularly scheduled annual vacations shall take priority over this option. Seniority and efficiency of the operations shall govern in the scheduling of the equivalent time off.

ARTICLE 9 - ANNUAL VACATIONS

9.01

The Company shall adhere to the principles of paid vacations in accordance with the following:

- (a) Employees with less than one (1) year's service completed by December 31 in that calendar year shall be granted vacation in accordance with the Employment Standards Act.
- (b) Three (3) weeks' vacation for employees who shall have completed one (1) year's service by December 31 in that calendar year.
- (c) Four (4) weeks' vacation for employees who shall have completed three (3) years' but less than eleven (11) years' service by December 31 in that calendar year.
- (d) Five (5) weeks' vacation for employees who shall have completed eleven (11) years but less than eighteen (18) years' service by December 31 in that calendar year.

- (e) Six (6) weeks' vacation for employees who shall have completed eighteen (18) years' service by December 31 in that calendar year and each year thereafter. Applicable only to Mike Woods and Steve Araujo.
- (f) Payment for vacation will be based on service completed between January 1 and December 31.
- (g) An employee whose 1st, 3rd and 11th year of service respectively with the Company is completed by December 31 and who has completed 225 days of actual work, inclusive of a maximum of twenty-two (22) days of absence due to verified illness, accident or authorized leave of absence, with twenty-two (22) days shall be considered as days worked, during the vacation year shall be entitled to 5%, 8%, 10% or 12% of gross earnings for three (3) weeks, four (4) weeks, five (5) weeks (six (6) weeks vacation or 120 hours, 160 hours, 200 hours or 240 hours' pay, whichever is the greater. See (e) above.)
- (h) Scheduling of vacations will be determined by reference to seniority and by reference to business efficiency and needs. Employees wishing to take four (4) or more continuous weeks of vacation must notify the Company as far in advance as possible, but no later than one (1) month prior to the planned commencement of such vacation. During the months of July and August, no more than three (3) weeks of vacation may be taken by any employee, except in special circumstances which are mutually satisfactory to the Union and the Company.

If such scheduled vacations are cancelled by the Company by notice to the employee during the thirty-five (35) days prior to the planned commencement of the extended vacation, then the Company agrees to reimburse the employee whose vacation is cancelled for monetary losses suffered as a result of cancelling airplane or hotel accommodation. The Company need only reimburse an employee upon production of written proof relating to airfare or hotel cancellation costs. Such written proof shall be provided to the Company as soon as possible after the notice of cancellation is given.

ARTICLE 10 - GENERAL HOLIDAYS

10.01

The Company shall observe the following General Holidays:

- | | |
|----------------|------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Remembrance Day |
| Canada Day | Christmas Day |

B.C. Day

Boxing Day

and any other day declared a General Holiday by the federal or provincial governments.

10.02

The Company, after consultation with the membership, will also observe as General Holidays three (3) days between December 27 and January 1, inclusive. Notice of these days will be given before January 31 of each year. The final decision on scheduling of the above General Holidays will be that of Management but they will not be scheduled outside of the above dates.

10.03

If any holiday falls on a Saturday, it will be observed on the preceding Friday and if any holiday falls on a Sunday, it will be observed on the following Monday.

The Company agrees to pay to each eligible employee his/her regular hourly rate, provided that the employee works fifteen (15) of the above thirty (30) days prior to the holiday.

Absence from work for the full regular shift the day preceding and the day following the General Holiday will be excused and an employee shall be entitled to be paid where leave of absence has been granted or where absence is due to verified illness. If an annual holiday occurs during an employee's vacation, an extra day will be granted at the end of his/her vacation, or such other date as may be mutually agreed upon by the Company and the employee.

If an employee is absent due to illness or injury and is receiving Workers' Compensation or Long Term Disability payments, he/she shall not at the same time be eligible for general holiday or annual vacation pay.

In January of each year the Company and the Union will review the probable practice of employers in related industries with respect to the Monday - Friday rule so that the rule may be modified to conform to the majority practice, subject to mutual agreement.

10.04

Eligible employees referred to in this Article shall be those who have completed fifteen (15) working days of service with the Company. Upon completion of fifteen (15) working days of service an employee shall be entitled to be paid as in this Article provided for any of the above General Holidays that may have fallen within the said fifteen (15) days.

10.05

Should an employee be required to work on any day on which any General Holiday herein specified is observed, including a declared General Holiday, then such employee shall be paid for all hours worked on that General Holiday at double his/her regular hourly rate of pay in addition to the

payment provided for in Article 10.03.

10.06

No employee shall be required to work on Labour Day except to preserve life or property.

ARTICLE 11 - CLASSIFICATIONS AND RATES OF PAY

11.01

Schedule "A" - As of the date of this Agreement and for the term of this Agreement, rates of pay shall be those provided in Schedule "A" to this Agreement.

11.02

New Classifications

In the event the Company introduces or the Union considers the Company has introduced a new classification or work or changes the job content of any existing classification, the Company agrees to notify the Union that such new classification has been introduced or that such change has been made, and agrees to negotiate with the Union, the appropriate wage rate and working conditions for such new or changed classification. If the Parties are unable to agree upon such wage rate and working conditions, both Parties agree to submit the question of establishing such wage rate and working conditions to a Board of Arbitration. The board shall decide such questions with a view to fixing a wage rate and working conditions currently in effect for the other classifications or employees of the Company. The decision of the Board shall be final and binding upon the Parties for the remainder of the term of this Agreement. Any new or amended wage rates shall be retroactive to the date of the introduction of such new classifications or change of such classification.

ARTICLE 12 - GENERAL

12.01

On-the-Job Injury

- (a) If an employee is injured to such an extent that he/she is obliged to cease work, and provided such employee reports the injury to the First Aid Attendant or supervisor forthwith, his/her wages will continue for the balance of the day on which he/she is injured.

- (b) The Company shall furnish adequate emergency transportation to and from the nearest suitable doctor or hospital for any employee injured or who has become seriously ill while on the Company's premises.

12.02

Payment of Wages - Employees shall be paid every second Friday before noon.

12.03

Union Representation - With the permission of the Company, the Union Representative will have access to the Company's premises where employees are employed. Such permission shall not be unreasonably withheld.

12.04

Less Favourable Conditions - No employee shall suffer any reduction of wage or less favourable conditions as a result of this Agreement.

12.05

Rest Periods - A ten (10) minute rest break in the morning and afternoon will be allowed at a time specified by the Company.

12.06

Leave of Absence - Union

- (a) The Company, upon receiving four (4) weeks' notice in writing from the Executive Officers of the Union, agrees to grant leave of absence without pay to not more than one (1) employee for full-time service with the Union. Such leave of absence is not to exceed thirty-seven (37) months at a time, unless there is mutual agreement to an extension.
- (b) The Company, upon receiving two (2) weeks' notice in writing from the Executive Officers of the Union, agrees to grant leave of absence without pay to Union Stewards or representatives of the members for the purpose of attending to Union business. Such leaves of absence shall not exceed two (2) weeks' duration, nor shall they exceed one (1) member at any one time unless otherwise mutually agreed.

12.07

Outside Work

- (a) All employees required to work outside the shop shall receive the pay and conditions of Journeymen under the appropriate Inside Wiremen's Agreement with the IBEW at the time

the work is performed.

- (b) Prior to assigning members of the bargaining unit to outside work, the Company shall notify the Union of the location and duration of such work.

12.08

Wash-Up Time - All employees shall receive three (3) minute wash-up time prior to their mid-day lunch break and three (3) minutes prior to the end of their regular shift.

12.09

First Aid Treatment - Employees designated as First Aid Attendants shall receive the following payments in addition to their regular wage:

\$0.40 per hour for Level I
\$0.45 per hour for Level II
\$0.50 per hour for Level III

The Company will provide all required protective clothing, at its expense, for the First Aid Attendants.

12.10

Safety Shoe Allowance - The Company will annually provide a safety shoe allowance, to a maximum of \$80.00 to each employee who has completed his/her probationary period. Such allowance must be used for the purpose of purchasing safety shoes, and the payment will be provided upon production of valid receipts. The said \$80.00 may be used every 2nd year as \$160.00, at the employee's discretion.

12.11

Sick Days - Employees will be permitted three (3) paid days per year for sickness, provided that the employee or his/her representative must give telephone notice to a member of Management of each day of sickness, unless unable to do so by reasons beyond the employee's control. Employees claiming such paid days will provide the Company upon request with valid Doctor's Certificates for the days claimed.

12.12

Training – On-the-job training will be provided to all employees as required. Employees requesting training not provided for on the job will be required to get pre-approval for any course taken. The Employer will pay fifty percent (50%) of the cost upon completion of the course.

12.13 – Respectful Workplace

It is the intent of the parties to provide a respectful workplace for all employees. No employee will be subjected to any form of harassment, discrimination or intimidation. All employees are to be treated with respect and dignity by the Employer, other employees of the Employer, and clients of the Employer.

Any disregard to this Article will not be tolerated in the workplace and will result in a requirement for education and/or discipline.

ARTICLE 13 - WELFARE

13.01

The Company agrees to participate in the International Brotherhood of Electrical Workers, Local Union 258 Health and Welfare Trust Fund providing for Group Life Insurance, Disability, A.D. & D., and Medical Services Plan of B.C. (see Letter of Understanding #1)

ARTICLE 14 - PENSION PLAN

14.01

The Company will contribute two dollars and ten cents (\$2.10) per hour for all hours actually worked by the employees into the Joint Electrical Pension Plan.

In addition to the above an employee may voluntarily contribute to the pension plan through payroll deductions. The Company agrees to deduct and forward all voluntary deductions as specified by the individual employee in a written request. The employee will designate yearly (April 1) in writing the amount to be deducted.

For the purpose of this Article Statutory Holidays, vacation period, Bereavement Leave, three (3) holidays, three (3) sick days shall be considered as hours worked by the employee.

ARTICLE 15 - BEREAVEMENT LEAVE

15.01

In the case of a death in the immediate family of an employee, the Company will grant to the employee, three (3) days' leave of absence with pay at the employee's regular hourly rate of pay. Immediate family shall mean: parent, legal guardian, spouse, child, brother, sister, father-in-law, mother-in-law, grandparents and grandchildren. Such leave of absence will not be granted if an employee is otherwise absent from work. The Company may require satisfactory proof of death.

In the event of the death of an employee's brother-in-law or sister-in-law, the Company will grant one day's leave of absence with pay at the employee's regular hourly rate of pay. Such leave of absence will not be granted if an employee is otherwise absent from work and the Company may

require satisfactory proof of death.

ARTICLE 16 - JURY DUTY LEAVE

16.01

Subject to the conditions set out in this Article, an employee who is required by Court process to attend Court for Jury Duty or as a witness will be paid his/her full normal rate of wages for each day of such absence. He/she shall assign to the Company, in writing, all Court Fees received by him/her. Should the employee terminate employment prior to payment by the Court, the Company shall deduct from the employee's final cheque, the amount of the Court Fees earned to that date.

ARTICLE 17 - SAFETY RULES

17.01

The Company shall make adequate provisions for the safety and health of the employees during the hours of employment. It is agreed that in the matter of safety practices, the existing rules and regulations of the province of British Columbia shall govern.

17.02

Safety Practice Committee - The Union/Company Safety Practice Committee shall be in accordance with the Workers' Compensation Act of the province of British Columbia. The Safety Practices Committee shall meet at least one each month to discuss safety measures in the plant, and may be called together at any time at the request of either the Union or the Company.

A copy of the Safety Practice Committee's minutes to be posted on the notice board and a copy forwarded to the Union.

17.03

The bargaining unit employees on the Committee shall submit to the Company, a list in writing of those matters they intend to raise for discussion at the regular Committee meeting at least one day before such meeting is scheduled.

ARTICLE 18 - TECHNOLOGICAL CHANGE AND CLOSURE

18.01

If the Company anticipates that the introduction of a new technology in the form of new equipment and resulting new systems will result in employees being placed in a different job classification, or being removed from their job classification due to lack of work then when the Company knows the changes that are expected to apply to these employees, it will inform the Union and the employees involved and hold discussions with the Union on these matters.

In such cases such employees will be given preferential consideration to be trained in new skills or new jobs that may be required of employees in the bargaining unit provided such employees had the requisite qualifications and experience for such training. If a displaced employee cannot be retained at his/her present level, under the terms of this Agreement, then the Company shall make all reasonable efforts to assist the employee in becoming re-established or retrained for other employment.

18.02

Severance Pay - In the event of a loss of jobs, resulting from a plant move or a plant closure or the movement of a product line to another Company plant, the Company shall pay to each employee so affected who has completed at least six (6) consecutive months of employment the equivalent of one (1) week's pay for each year of service to a maximum of twenty-six (26) weeks' pay. Employees may request any severance pay be paid directly to an RRSP according to Government Regulations.

The Parties agree that this provision has no application to a loss of jobs resulting from obsolescence.

ARTICLE 19 - TOOL KIT

19.01

The Employer agrees to provide all tools necessary to perform the work required by the bargaining unit employees for new employees. Upon completion of the probationary period, employees will be required to purchase their own tools. The Company agrees to replace employees' tools at its cost all tools damaged which are not subject to warranty protection, or all tools which are proven to the satisfaction of the Company to have been lost or stolen from the employee.

ARTICLE 20 - JOINT CONSULTATION AND ADJUSTMENT COMMITTEE

20.01

A joint committee shall be established to discuss issues relating to the work place that affect the Parties or any employee bound by the Collective Agreement. The Committee will meet at least once every two (2) months as per the Labour Relations Code, Section 53.

ARTICLE 21 - EFFECTIVE DATE, TERMINATION AND AMENDMENTS

21.01

This Agreement shall be in full force and effect from and including April 1, 2001 up to and including March 31, 2004, and shall continue in full force and effect from year to year thereafter subject to the right of either Party of this Agreement within four (4) months immediately preceding the date March 31, 2004, or immediately preceding the anniversary date in any year thereafter, by written notice to the other Party, to require the other Party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement or a new Collective Agreement.

The provision of Section 50 (2) and (3) of the British Columbia Labour Relations Code 1993 are excluded from this Agreement.

21.02

If, upon the expiration of the term of this Agreement, or of any subsequent yearly term, no new Agreement has been reached by the Parties, and should negotiations by the Parties continue thereafter, then the provisions of this Agreement shall continue in full force until a new Agreement is reached, or until a lawful strike or lockout occurs.

ARTICLE 22 - AGREEMENT SIGNATURES

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their hands and seals through their respective representative on the day of , 2001.

SIGNED BY THE COMPANY
EATON YALE LTD. CUTLER-
HAMMER CANADA

SIGNED BY THE UNION
LOCAL UNION 258 OF THE IBEW

JOHN E. McGRAW
Business Manager and
Financial Secretary

SCHEDULE "A"

CLASSIFICATIONS

WAGE RATES

	<u>April 1/01</u>	<u>April 1/02</u>	<u>April 1/03</u>
<u>Start Rate:</u>			
No experience	\$ 12.00	\$ 12.00	\$ 12.50
Some experience	\$ 15.40	\$ 15.90	\$ 16.40
<u>Production Assistant:</u>			
Level I	\$ 16.60	\$ 17.10	\$ 17.60
Level II	\$ 17.60	\$ 18.10	\$ 18.60
<u>Shipper/Receiver:</u>	\$ 17.75	\$ 18.25	\$ 18.75
<u>Production Assembler:</u>			
Level I	\$ 18.80	\$19.30	\$ 19.80
Level II	\$ 20.30	\$20.80	\$ 21.30
<u>Assembler Wireman:</u>			
Level I	\$ 21.42	\$ 21.92	\$ 22.42
Level II	\$ 21.62	\$ 22.12	\$ 22.62
<u>Journeyman:</u>	\$ 22.62	\$ 23.12	\$ 23.62
<u>Charge Hand:</u>	\$ 23.77	\$ 24.27	\$ 24.77

SCHEDULE "B"

JOB DESCRIPTIONS

Start Rate (no experience)

Typically students for summer help, however could hire someone with NO manufacturing or electrical experience and skills. Position available for approximately 3 – 4 months (May through to September). Work in all areas of the plant, assisting as required - completely supervised.

Start Rate (some experience)

Probation period – 3 months

Some manufacturing and electrical knowledge and experience. Work in all areas of the plant, assisting as required. Expected to produce basic assemblies in a supervised work environment.

Production Assistant – Level 1

Prerequisite – completed 3 months probation or equivalent experience

Work in panelboard and control departments, assisting in any capacity, completely supervised. Expected to produce basic panelboard and control assemblies as required. Familiar with material and inventory process. Become familiar with manufacturing techniques, practices and the use of all related equipment and machinery. Elapsed time schedule and training – 6 months.

Production Assistant – Level II

Prerequisite – worked as Production Assistant Level 1 for 6 months and 9 months with C-H or equivalent experience

Same as Level 1, expected to work with less supervision. Expected to understand the order and drawings process. Able to start a basic standard panelboard and control order, complete the assembly, label, basic testing and quality checks and prepare for shipping. Elapsed time schedule and training – 9 months.

Shipping, Receiver and Materials

Prerequisite – assisted in all departments for 9 months or equivalent experience

Thorough knowledge of standard Distribution and Control Products. Ability to use C-H – CSSM transportation system software and co-ordinate shipments. Order Kan-Ban inventories as required and keep all materials in their assigned locations. Manage all inbound and outgoing freights with little supervision.

Production Assembler – Level 1

Prerequisite – completed 9 months as Production Assistant Level 11 and 18 months with C-H or equivalent experience

Good understanding of standard panelboard and control product assemblies and all related materials required to complete the assembly. Able to make use of all equipment and machinery for fabricating of standard products and complete basic wiring using order drawing and schematics. Can complete the entire order with some supervision. Will assist in special and custom design products. Elapsed time schedule and training – 9 months.

Production Assembler – Level 11

Prerequisite – completed 9 months as Production Assembler Level 1 and 24 months with C-H or equivalent experience

Thorough knowledge of ALL standard CMP, Panelboard and Control product assemblies and all related materials required to complete the assembly. Able to make use of all equipment and machinery for fabricating of standard and some custom design Distribution products. Has a good understanding of mechanical and electrical concepts and practices and testing requirements. Understands the production scheduling process and material planning for all orders and will work in all departments as required with some supervision.

Assembler Wireman – Level I

Prerequisite – worked in all departments and has obtained the following skills:

Thorough knowledge of ALL Standard Distribution and Control Designs, Materials and Assemblies. Able to work on ALL standard Distribution and Control with control wiring schematics and fabrication of special custom assemblies with little supervision. Has a good understanding of mechanical and electrical theory, techniques, concepts and practices and testing requirements. Understands the production scheduling process and material planning for all orders and can work in all departments as required.

Assembler Wireman – Level II

Prerequisite – worked in all departments and has obtained the following skills:

Thorough knowledge of ALL Distribution and Control Products, Designs, Materials and Assemblies. Able to work independently on ALL more advanced specialty products including MCC's, Drives, Retrofits and Automation along with the entire standard control product lines. Understands all wiring schematic details that can be applied to standard wiring and special custom fabricated assemblies. Has a good understanding of mechanical and electrical theory, techniques, concepts and practices and all testing requirements. Understands the production scheduling process and material planning for all orders and will assist with training production staff on wiring practices.

Journeyman

Prerequisite – worked in all departments and has obtained the following skills:

A complete understanding and ability to design, fabricate, assemble, wire, test ALL Satellite Designs. Will review all orders released for manufacturing and order materials as required based on production loadings. Thorough understanding of C-H Engineering standard along with CEC and CSA manufacturing techniques, requirements and mechanical and electrical theory. Will assist Marketing/Engineering with custom design builds and implementing new product designs. Testing and training production staff as required. Will back up the Charge Hand as required or in his absence.

Charge Hand

Prerequisite – worked in all departments and has obtained the following skills:

Manage the entire production process including orders, materials, manpower and production capacity requirements. Assist all staff as required in producing products as scheduled. Weekly reviews and production planning with Marketing on all orders. Training all staff and skill development for production staff. Assist management with Total Quality Process and implementation.

LETTER OF UNDERSTANDING NO. 1

The Company's contribution to the Health and Welfare Trust Fund shall be one dollar and thirty cents (\$1.30) per hour for all hours worked per employee. For the purpose of this Letter of Understanding, Statutory Holidays, vacation period, bereavement leave, three (3) holidays and three (3) sick days shall be considered as hours worked by the employee.

The Union agrees to co-operate with the employer in securing sufficient information from the Health and Welfare Trust Fund administrators so as to determine whether it would be less costly to the employer to participate in the Health and Welfare Trust Fund by way of the monthly employer contribution. If participation in the Health and Welfare Trust Fund can be achieved at less cost under the monthly employer contribution system the Parties agree that the present method of funding the Health and Welfare Trust Fund will be changed accordingly.

Dated this day of , 2001.

SIGNED FOR THE COMPANY
EATON YALE LTD. CUTLER-
HAMMER CANADA

SIGNED FOR THE UNION
LOCAL UNION 258 OF THE IBEW

JOHN E. MCGRAW
Business Manager and
Financial Secretary