

SOURCE	C.O.		
Wages	EFF.	91	02 25
	TERM.	94	02 25
COLLECTIVE OF LABOUR AGREEMENTS		3,200	
NOMBRE D'EMPLOYÉS		80	

ENTERED INTO BY

THE NATIONAL UNION OF **AUTOMOBILE,
AEROSPACE AND AGRICULTURAL IMPLEMENT
WORKERS OF CANADA, AND ITS
LOCALS 27, 1837, 1839, 1905
AND 1915 (CAW)**

AND

NORTHERN TELECOM
CANADA LIMITED

AUG 13 1991

EFFECTIVE FROM
FEBRUARY 25, 1991 TO FEBRUARY 25, 1994

0213003

INDEX

Article 1 - Recognition6
Article 2 - General Purpose6
Article 3 - Management Rights6
Article 4 - Non-Discrimination	7
Article 5 - Local Seniority (L.S.) and Continuous Service (C.S.).....	
Article 6 - Seniority Lists	13
Article 7 - Lay-Off, Recall, and Return to Bargaining Unit (Except Brampton, See Appendix "E" Article 6)	14
Article 8 - Lay-off Allowance	16
Article 9 - Maternity, Adoption and Parental Leave	19
Article 10 - Leave of Absence.....	27
Article 11 - Discipline, Suspension and Discharge.....	30
Article 12 - Representation	31
Article 13 - Complaint and Grievance Procedure	34
Article 14 - Arbitration	37
Article 15 - Health and Safety.....	38
Article 16 - Excluded Employees.. ..	41
Article 17 - Special Conferences	41
Article 18 - Relief Periods.....	42
Article 19 - Bulletin Boards	42
Article 20 - On the Job Injury Allowance	42
Article 21 - Promotions and Downgrading - Wage Administration	43
Article 22 - No Strikes and Lockouts	44
Article 23 - Deduction of Regular Dues.....	44
Article 24 - Access to Personnel and Attendance Record Cards	45
Article 25 - Off-Shift Differential	46
Article 26 - Group Life Insurance	46
Article 27 - Health Care	46
Article 28 - Bereavement Leave, Jury Duty, Quarantine	46
Article 29 - Protection for Employees on Plant Closures and Relocation of Operations or Jobs, or Workforce Restructuring	48
Article 30 - Pension Plan & Other Benefits	54

Article 31 - Plant Holidays	54
Article 32 - Skilled Trades	56
Article 33 - Job Evaluation	64
Article 34 - Minimum Compensation	65
Article 35 - Cost of Living Allowance	67
Article 36 - Vacations..	70
Article 37 - Employees Displaced Through Technological Change	72
Article 38 - Wage Schedules	75
Article 39 - Modification , Renewal and Termination	93
Letters of Understanding..	94
Appendix "A" London Works	110
Appendix "B" Belleville	135
Appendix "C" Kingston Works..	160
Appendix "D" Saint John	200
Appendix "E" Brampton Works	202
Appendix "F" Pension/Benefits	235
Fiscal Calendars	253

ALPHABETICAL INDEX

Article 24 - Access to Personnel and Attendance Record Cards	45
Appendix "A" London Works	110
Appendix "B" Belleville	135
Appendix "C" Kingston Works.....	160
Appendix "D" Saint John	200
Appendix "E" Brampton Works	202
Appendix "F" Pension/Benefits	235
Article 14 - Arbitration.....	37
Article 28 - Bereavement Leave, Jury Duty, Quarantine	46
Article 19 - Bulletin Boards	42
Article 13 - Complaint and Grievance Procedure	34
Article 35 - Cost of Living Allowance	67
Article 23 - Deduction of Regular Dues.....	44
Article 11 - Discipline, Suspension and Discharge	30
Article 37 - Employees Displaced Through Technological Change	72
Article 16 - Excluded Employees	41
Article 2 - General Purpose	6
Article 26 - Group Life Insurance	46
Article 27 - Health Care	46
Article 15 - Health and Safety	38
Article 33 - Job Evaluation	64
Article 8 - Lay-off Allowance	16
Article 7 - lay-Off, Recall, and Return to Bargaining Unit (Except Brampton, See Appendix "I" Article 6)	14
Article 10 - Leave of Absence	27
Letters of Understanding.....	94
Article 5 - Local Seniority (L.S.) and Continuous Service (C.S.).....	7
Article 3 - Management Rights	6
Article 9 - Maternity, Adoption and Parental Leave	19
Article 34 - Minimum Compensation.....	65
Article 39 - Modification, Renewal and Termination	93
Article 22 - No Strikes and Lockouts	44
Article 4 - Non-Discrimination	7

Article 25 - Off-Shift Differential	46
Article 20 - On the Job Injury Allowance	42
Article 30 - Pension Plan & Other Benefits	54
Article 31 - Plant Holidays	54
Article 21 - Promotions and Downgrading - Wage Administration..	43
Article 29 - Protection for Employees on Plant Closures and Relocation of Operations or Jobs, or Workforce Restructuring	48
Article 1 - Recognition	6
Article 18 - Relief Periods	42
Article 12 - Representation	31
Article 6 - Seniority Lists	13
Article 32 - Skilled Trades	56
Article 17 - Special Conferences	41
Article 36 - Vacations.. ..	70
Article 38 - Wage Schedules	75

COLLECTIVE LABOUR AGREEMENT

MEMORANDUM OF AGREEMENT made this 2nd day of March,
1991

BETWEEN:

NORTHERN TELECOM CANADA LIMITED, a
corporation **organized** and existing under the laws of
Canada.

Hereinafter called the "Company"

OF THE FIRST PART

AND:

THE NATIONAL UNION OF AUTOMOBILE,
AEROSPACE AND AGRICULTURAL IMPLI-
MENT WORKERS OF CANADA, AND ITS LO-
CALS; LOCAL 27 - LONDON, ONTARIO; LOCAL
1837 - KINGSTON, ONTARIO; LOCAL 1839 -
BELLEVILLE, ONTARIO; LOCAL 1905 - SAINT
JOHN, NEW BRUNSWICK; AND LOCAL 1915 -
BRAMPTON, ONTARIO. (CAW).

Hereinafter called the "Union"

OF THE SECOND PART.

ARTICLE 1 • RECOGNITION

- 1.1 The Company **recognizes** the Union as the exclusive representative for the purposes of collective bargaining, in respect to rates of pay, wages, hours of employment and other working **conditions** for the term of this Agreement, for all employees of the Company included in the bargaining units described in Appendices A, **B, C, D** and **E** annexed to this Agreement.

ARTICLE 2 • GENERAL PURPOSE

- 2.1 The purpose of this Agreement is to maintain a harmonious relationship between the Company, its employees and the Union, and to provide an amicable **method** of settling any **differences** or grievances which may arise with respect to matters covered by this Agreement.

ARTICLE 3 • MANAGEMENT RIGHTS

- 3.1 The Union acknowledges that it is the exclusive right of the management of the Company to: hire, lay-off, discharge, classify, transfer, promote, demote or discipline employees subject to the provisions of this Agreement.
- 3.2 **The** Union acknowledges the exclusive right of the Company to operate and manage its **business** in all respects, and without restricting the generality of the foregoing, to maintain order and efficiency and to determine the number and **location of work areas, the methods to be used in operations,** schedules, kinds and location of machines and **tools to be used,** processes of manufacturing, repairing and warehousing and the control of material and parts to be used.

The Union further acknowledges that all the rights, powers and authority of the Company are retained by the Company, except those abridged or modified by this Agreement and any supplementary agreements that may hereafter **be** made.

The above functions will be exercised in a manner not inconsistent with the terms of this Agreement.

ARTICLE 4 • NON-DISCRIMINATION

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- 4.1 The Company agrees that there shall be no discrimination or intimidation by the Company or any of its agents against any employee or group of employees because of membership or non-membership in the Union or for having in good faith processed a grievance.
 - 4.2 The Company also agrees that representatives of the Union shall be free to discharge their duties without fear that their individual relations with the Company may be affected.
 - 4.3 The Union agrees that neither its officers nor its members will intimidate, discriminate against or coerce any employee or group of employees for the reason that they are or are not members of the Union.
 - 4.4 There shall be no discrimination against any employee, male or female, because of race, religious creed, colour, national origin or age.
 - 4.5 In this Collective Agreement words using the masculine gender include the feminine and neuter; the singular includes the plural, and the plural singular, where the text so indicates.

ARTICLE 5 • LOCAL SENIORITY (L.S.) AND
CONTINUOUS SERVICE (C.S.)

- 5.1 (a) Local Seniority (L.S.) commences on the date of employment at the Plant and accumulates for the full period of employment with the Company subject to conditions outlined in 5.2 and Article 7.8 (i) and (ii).
- (b) Continuous Service (C.S.) commences on the date of employment with the Company and accumulates

for the full Period of employment with the Company subject to conditions **outlined in 5.2, 5.3** and Article 7. **C.S.** governs employee rights except those covered by **L.S.** as outlined in **5.1**.

- (c) Where benefits in the **Agreement** are affected by service, such service shall be the greater of an employee's **L.S.** or Company **C.S.** except in the following instances:
 - (i) Service with respect to **Article 30 - Employees Pension, Death Benefit and Sickness Benefit Plan**, shall mean Company **Continuous Service**.
 - (ii) Service with respect to **Article 7 - Lay-off and Recall, and the Articles covering Surplus, Fluctuations and the Job Posting in Appendix "A" - London, Appendix "B" - Belleville, Appendix "C" - Kingston, Appendix "D" - Saint John, Appendix "E" - Brampton**, shall mean **Local Seniority**.

5.2 **L.S.** and **C.S.** shall terminate for the following reasons:

- (a) Voluntary resignations.
- (b) Discharge for just cause if not reversed through the grievance procedure.
- (c) Absence from work for three (3) or more **consecutive working** days, without the Company being **notified**. It is considered under such circumstances, that the employee's service is terminated unless he provides a satisfactory reason.
- (d) Inability to **return** to work within two (2) years after sick benefits (if any) or long **term** disability benefits (if any) have expired, or inability to return to work

within two (2) years after normal Worker's Compensation Board benefits fall below the level of 75%.

- (e) Failure to **return** from lay-off within the periods shown under 5.5.
- (f) Failure to return to work from layoff within one week after having been notified to report by registered notice; or within two weeks after having been notified and having given satisfactory explanation for not returning at the end of the first week. When the term of employment following recall would be of short duration, the refusal of an employee to **accept recall to such employment would not result in termination of L.S. and C.S.**

It is agreed that laid off employees being recalled will **be** permitted to give their present employer reasonable notice of termination in order to accept recall.

A laid off employee who is recalled to work and is **unable to return due to sickness, accident, maternity, adoption or parental leave**, shall not lose his/her recall rights and shall **be** recalled, seniority **permitting**, when fit to perform the work required.

5.3 Deductions from C.S. shall **be** made for the following reasons:

- (a) When an employee with less than three (3) months C.S. is absent without pay due to sickness **that** period of absence in excess of one (1) month in any consecutive twelve (12) month period will **be** deducted upon return to work

(b) Any periods of leave of absence in excess of one (1) **month in any consecutive** twelve (12) month period for which approval is granted without credit for **C.S.**

5.4 When two (2) or more employees have the same Local Seniority (**L.S.**) date the employee with the lowest employee number will **be** senior.

5.5 Maintenance and Accumulation of Local Seniority (**L.S.**) and Continuous Service (**C.S.**)

An employee **on** layoff shall maintain recall rights in accordance with provisions set out below. Both **L.S.** and **C.S.** will **be** accumulated and/or maintained as follows:

(L.S.) at date of layoff	Local Seniority (L.S.) Recall Rights	Local Seniority (L.S.) Accumulates	Continuous Service (C.S.) Accumulates	(L.S.) and (C.S.) Maintains
Less than 1 yr.	12 mos.	12 mos.	*6 mos.	12 mos.
1 yr. but less than 5 yrs.	48 mos.	48 mos.	*9 mos.	48 mos.
5 yrs. and over	60 mos.	60 mos.	*18 mos.	60 mos.

*NOTE: If employee returns from layoff within above periods.

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An employee on S.A.B. or W.C.B. on the date that layoff would normally have occurred will, for the purpose of calculating recall rights, be deemed to have been laid off on that date.

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5.6 New employees shall be considered as probationary employees and shall hold no seniority rights under this Agreement for the first fifty (50) days worked. Any employee who completes fifty (50) days worked within a 12 month period from his original date of hire shall acquire seniority status from his original date of hire. Probationary employees are eligible to become members of the union and are covered by all of the provisions of the Agreement except that where the employee's service is terminated during the fifty (50) day probationary period referred to above such termination of employment shall not be subject to the grievance procedure.

5.7 (a) An employee whose service is terminated under 5.2 above, after having completed 6 months of C.S. shall on reemployment be credited with previous continuous service in the following manner:

<u>Service Broken For</u>	<u>Credited with Previous C.S.</u>
1 month or less	at time of re-employment
greater than 1 month but less than 1 year	after completing a period of C.S. equivalent to the period for which service was broken
1 year or more	after completing 1 year of C.S.

(b) Employees who have had previous C.S. of six (6) months or more with Associated Companies shall receive credit for such service.

ARTICLE 6 • SENIORITY LISTS

- 6.1 The Company agrees to furnish lists of employees eligible to membership in the local Union entering the service of the Company and also to furnish lists of employees covered by this Agreement whose employment with the Company is terminated. These lists will be furnished within one week of employment or termination of service.
- 6.2 The Company agrees to furnish monthly to the Union, copies of lists showing the name, employee number, grade, Local Seniority (L.S.) and Continuous Service (C.S.) department number, analysis number, Social Insurance Number (S.I.N.) and sex, of all employees covered by this Agreement.

These lists shall be compiled as follows:

- | | |
|---|----------|
| A. In order of Local Seniority plant wide | 2 copies |
| B. In order of Local Seniority by department | 2 copies |
| C. In order of Local Seniority by *analysis number | 1 copy |
| D. In order of Local Seniority by grade | 1 copy |
| E. Plant wide list of employees by employee number | 2 copies |
| F. Plant wide list of employees in alphabetical order | 2 copies |
| G. Employees on layoff, MLA and LTD, in order of Local Seniority. | 2 copies |

* (includes temporary designation)

- 6.3 At time of lay-off one (1) copy of 6.2(D) will be provided to the Local Plant Chairperson.
- 6.4 The Company agrees to furnish the Local Plant Chairperson twice yearly with three (3) copies of a list, in order of seniority, of names, addresses, birth dates, and, where applicable, telephone numbers of all employees covered by this Agreement within thirty (30) days of the Company's semi-annual verification of names and addresses of employees.

- 6.5 Copies of lists referred to in 6.2(B) shall be posted so as to be accessible to employees within their department.
- N 6.6 For purposes of early identification of rehabilitation opportunities or L.T.D. application processing, the Company agrees to furnish monthly to the local Union a list of employees then in receipt of Sickness and Accident benefits for ninety (90) consecutive days or more.

ARTICLE 7 • LAY-OFF, RECALL, AND RETURN TO
BARGAINING UNIT
(EXCEPT BRAMPTON, SEE APPENDIX E ARTICLE 6)

LAY-OFF

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- 7.1 Employees who cannot be placed in accordance with local surplus procedures shall be laid off. Before regular employees are laid off, all probationary employees will be terminated provided the Company has the right to maintain an efficient staff.

19.2 In the event of a lay-off, the Zone Committeeperson shall have top seniority in the zone he represents. Therefore, so long as other employees remain at work within his zone, a Zone Committeeperson shall not be laid off provided he is qualified and willing to do the job available. The Plant Chairperson shall have top seniority in the plant on the same basis.

- 7.3 The Company will advise employees with seniority and give to the Local Union a list of employees to be laid off at least two weeks in advance of a proposed reduction in the work force, or notice of lay-off as provided in the appropriate government legislation, whichever is greater. For the purposes of notice, time on temporary lay-off will not be used if such lay-off is converted to an indefinite lay-off. Employees who are paid in lieu of notice will receive their regular weekly wages, with appropriate deductions, during the period of notice, until the effective date of lay-off.

RECALL

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7.4 Laid-off employees will be entitled to **recall** for the **period of time shown under the Recall Rights Column of Article 5.5** in order of their seniority, provided:

- a) **They** are qualified to perform the work available;
- b) They have kept the Company informed of any changes of address;
- c) When **called**, they have not **refused** an opportunity of employment;

The Company agrees that it shall send a registered notice to the last recorded address with a copy to the Local Plant Chairperson.

7.5 The only benefit accruing to employees on lay-off is the right to recall subject to the provisions of this Agreement unless benefits set forth in this Agreement are specifically designated as applying to laid-off employees as per Article 8.6 and Article 36.9 and the Pension/Benefits appendix.

EMPLOYEES RETURNING TO BARGAINING UNIT

7.6 A Surplus managerial employee who has formerly worked as an hourly rated employee **will** have the right to enter the bargaining unit provided a job vacancy exists for which he is **qualified in which** case the vacancy will not be posted as per Appendix A-London, Appendix **B-Belleville**, Appendix C-Kingston, and Appendix D-Saint John.

7.7 An employee who is assigned to a **job** not included in the bargaining unit and subsequently returns shall have his previous seniority in the bargaining unit **restored**. Such employee **shall** return to an available vacancy at the same


grade level or lower than he held prior to his transfer out of the bargaining unit, provided he is qualified to perform the available work and provided also, that no bargaining unit employee is downgraded. After 3 years in the bargaining unit the seniority of employees so affected will be adjusted on the basis of full Company **Continuous Service (C.S.)**.

7.8 (i) Employees transferred from office jobs into the bargaining units covered by this Agreement shall in the event of lay-off or job posting be credited only with the seniority they acquire while working in the bargaining unit. After 3 years in the bargaining unit the seniority of employees so affected will be adjusted **on** the basis of full Company Continuous Service (C.S.).

(ii) An hourly employee who transfers to the salaried bargaining unit and is subsequently declared surplus **within the three (3) years shall, having exhausted his salaried bumping rights, return to the** hourly unit and bump the most junior **employee** whose job he is qualified to perform based on the total seniority acquired in both units.

R 7.9 Skilled trades employee's who transfer to the salaried bargaining unit and subsequently return, shall have their previous trades **seniority (LS)** restored. Three years following the date of return, their trades seniority **(LS)** will be adjusted to include all time **spent** in the salaried bargaining unit.

ARTICLE 8 • LAY-OFF ALLOWANCE

 8.1 The Lay-off Allowance Plan becomes operative, at the time the employee qualifies for Unemployment Insurance **Benefit** entitlement.

1) An employee's total lay-off allowance entitlement during a period of lay-off shall **be** as follows:

Service on <u>Date of Lay-off</u>	Lay-off Allowance <u>Entitlement</u>
--------------------------------------	---

Less than 1 year	0
1 year but less than 2	5 weeks
2 years but less than 3	6 weeks
3 years but less than 4	7 weeks
4 years but less than 5	8 weeks
5 years but less than 6	11 weeks
6 years but less than 7	12 weeks
7 years but less than 8	13 weeks
8 years but less than 9	14 weeks
9 years but less than 10	15 weeks
10 years but less than 11	18 weeks
11 years but less than 12	20 weeks
12 years but less than 13	22 weeks
13 years but less than 14	24 weeks
14 years but less than 15	26 weeks

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Three (3) weeks' additional pay for each full year of service in excess of fourteen (14) years of service.

2) At the end of the pay period following the first week of layoff the employee will be entitled to a payment of 90% of the employee's regular weekly pay. This payment will be made once within a consecutive fifty-two (52) week period.

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Each subsequent week's benefit requires qualification for Unemployment Insurance and shall be equivalent to 90% of the employee's regular weekly pay less Unemployment Insurance Benefit entitlement.

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4) After Unemployment Insurance Benefits have been exhausted, laid off employees shall be entitled to a payment of 60% of the employee's regular weekly pay until total entitlement under 8.1(1) is exhausted.

- 8.2 Lay-off Allowance ceases when:
- a) Employee resigns.
 - b) Benefits expire (Lay-off Allowance).
 - c) An employee reports to work subsequent to recall and total monies received during the week of recall is not less than 90% referred to in 8.1 and provided benefits have not expired per 8.2(b) above.
 - d) An employee refuses to report for work after recall. (In accordance with Article 5.2(f)).
 - e) An employee is disqualified from U.I.C. payments for the following reasons:
 - 1) Refusal to accept suitable employment.
 - 2) Unavailable for employment for reasons other than medical.
 - f) A laid off employee receiving lay-off allowance after U.I.C. payments have been exhausted, obtains suitable employment.
- 8.3 Lay-off Allowance payments shall be based on the employee's regular work week in effect on his last day at work.
- 8.4 The rate of pay used in such computations shall be the employee's base hourly rate, including C.O.L.A., in effect on his last day at work.
- 8.5 An employee who has returned to work following receipt of benefits under this Article will, on a subsequent occasion, be eligible for such benefits based on his Company service, after deducting the amount he received previously. An employee who has used any benefits under this Article will

have them fully reinstated after a period of continuous service of one (1) year following the date of his return to work.

R 8.6 a) The **Company** agrees to **cover** the following benefits for six (6) months following the month of lay-off so long as laid off employees continue to **contribute** to those plans which employees are required to make **contributions**.

- Supplementary Hospital Plan
- Extended Health Care Plan
- Vision Care Plan
- Dental Plan
- Group Insurance Plan- Part I
- **Group** Insurance Plan- Part II
- Dependent Life Plan
- Survivor Transition Benefit Plan

b) Laid off employees with ten (10) or more years of service will continue to receive the following benefits for the remaining lay-off allowance payment periods:

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- Extended Health Care Plan
 - Group Life Part I

The cost of this extended coverage will be deducted from lay-off allowance entitlement.

R **ARTICLE 9 • MATERNITY, ADOPTION AND PARENTAL LEAVE**

MATERNITY LEAVE

9.1 Maternity Leave of Absence will be granted, subject to the following:

- 1) Applicable to employees with thirteen (13) weeks or more of service prior to the date of leave or in accordance with legislation.
- 2) Employee states her intention to **return** to work and makes a **formal** application for Leave of Absence at least two weeks prior to leaving. Such application must be accompanied by a certificate from a legally qualified medical practitioner stating the expected date of birth. Formal application will be waived in the case of an employee who stops work because of birth that happens earlier than the date upon which the employee was expected to give birth.
- 3) **Leave of Absence** may begin no earlier than seven-teen (17) weeks before the expected birth date unless an **employee** stops work because of complications or earlier delivery date as described in Article 9.1.2 above.
- 4) **Leave of Absence** will be granted under the following options:
 - a) Option 1 - Period up to 17 weeks for Maternity Leave (Legislation) and Period up to 18 weeks for Parental Leave (Legislation). The period of leave under this option is up to 35 weeks' duration.
 - b) Option 2 - comprised of the Period in excess of the combined Maternity Leave and Parental Leave (Legislation). Leave granted under this option shall not result in the employee being away from work in excess of fifty-two (52) weeks from the date of commencement of the Maternity Leave. Only one option may be selected.

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Employees on Option 1 Maternity Leave will be credited with Continuous Service (C.S.) and Local Seniority (L.S.) for the whole leave.

- 6) Employees on Option 2 Maternity Leave will be credited with Continuous Service (C.S.) and Local Seniority (L.S.) for the first seventeen weeks plus the period of Parental Leave.
- 7) Employees who are not eligible by reason of service will not be granted maternity leave. Personal leave of absence will be granted to such employees in lieu of maternity leave.

ADOPTION LEAVE

9.2 Adoption Leave shall be granted, subject to the following:

- 1) Applicable to employees with thirteen (13) weeks or more of service prior to the date of leave or in accordance with legislation.
- 2) Employee states his/her intention to return to work and makes a formal application of an adoption leave of absence at least two (2) weeks prior to date of leaving.
- 3) Leave will be for a period of up to eighteen (18) weeks. Such leave may be extended only where the Adoption Agency requires a period in excess of eighteen (18) weeks.
- 4) Leave must begin no more than thirty-five (35) weeks after the child comes into custody, care and control of the employee for the first time.

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Employees will be credited with Continuous Service (C.S.) and Local Seniority (L.S.) for up to eighteen (18) weeks.

PARENTAL LEAVES OTHER THAN ADOPTION LEAVE

9.3 Parental Leave of Absence shall be granted, subject to the following:

- 1) Applicable to an employee who has qualified for Maternity Leave in the circumstances of a live birth or an employee who, not having given birth to a child, has thirteen (13) weeks of service prior to the date of Parental Leave and:
 - a) who is in a relationship of some permanence with a parent of a child who has come into the employee's care, custody and control for the first time and who the employee intends to treat as a child of his/her own, or
 - b) who is the natural father of a newborn child or a child who has come into his care, custody and control for the first time.
- 2) Employee states his/her intention to return to work and makes a formal application for Parental Leave of Absence at least two weeks prior to date of leaving.
- 3) Parental Leave must begin:
 - a) in the case of an employee who has taken Maternity Leave, immediately following the Maternity Leave unless the new born child has not yet come into the custody, care and control of the employee for the first time, or
 - b) in the case of an employee who is not entitled to take Maternity Leave, no more than thirty-five weeks after the child is born or comes into the custody, care and control of the employee for the first time.

6/30/15

- 4) Parental Leave will **be** for a period of up to eighteen (18) weeks.
- 5) Employees on Parental Leave will be credited with Continuous Service (C.S.) and Local Seniority (L.S.) for up to eighteen (18) weeks.

MATERNITY LEAVE ALLOWANCE

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- 9.4 a) **Maternity** leave allowance will only be paid to those employees who have Continuous Service (C.S.) of thirteen (13) weeks or more.
- b) The employee who provides proof that she is **receiving unemployment** insurance benefits shall **be** paid for up to **15** weeks maternity leave allowance equivalent to **75%** of the employee's weekly base rate less unemployment insurance benefits received by the employee. Payment of this allowance will cease after the employee ceases to qualify for **unemployment** insurance benefits.
- c) The employee who is **not entitled to receive** unemployment insurance **benefits** for all or a portion of the **fifteen (15) weeks** of maternity benefits, due to having been previously laid off by the **Company** shall **be** paid maternity leave allowance during Maternity Leave for up to fifteen (15) weeks at a rate equivalent to **75%** of the employee's weekly base rate, less any unemployment insurance benefits received.
- d) The employee who, while employed by the Company, has **received** unemployment insurance benefits in connection with maternity and/or parental leaves and who is subsequently laid off by the Company without having worked sufficient time to permit maximum entitlement to unemployment in-

insurance benefits while on layoff shall be paid, an amount equivalent to the difference between the remaining amount of unemployment insurance benefit, payable in the 52 week unemployment insurance entitlement period, and the maximum amount of unemployment insurance benefit entitlement had the employee not collected unemployment insurance benefits while on maternity and/or parental leave, plus layoff allowance top up.

ADOPTION LEAVE ALLOWANCE

- 9.5 a) Adoption Leave Allowance will only be paid to employees who have Continuous Service (C.S.) of nine (9) months or more.
- b) *60-110075* The employee who provides proof of receiving unemployment insurance benefits shall be paid adoption allowance for up to 10 weeks equivalent to 75% of the employee's weekly base rate less unemployment insurance benefits received by the employee. Payment of this allowance will cease after the employee ceases to qualify for unemployment insurance benefits.
- c) The employee who is not entitled to receive unemployment insurance benefits for all or portion of the ten (10) weeks of parental benefits (for adoption), due to having been previously laid off by the Company, shall be paid adoption leave allowance during Adoption Leave for up to ten weeks at a rate equivalent to 75% of the employee's weekly base rate, less any unemployment insurance benefits received.
- d) The employee who, while employed by the Company, has received unemployment insurance benefits in connection with parental leave (for adoption)

and who is subsequently laid off by the Company without having worked sufficient **time** to **permit** maximum entitlement to unemployment insurance benefits shall **be** paid, an amount equivalent to the difference **between** the remaining amount of unemployment insurance **benefit** payable in the **52** week unemployment insurance **entitlement** period, and the maximum amount of unemployment insurance benefit **entitlement** had the **employee** not collected unemployment insurance benefits while on **adoption** leave, plus layoff allowance top up.

- e) in the instances described in b) and c) above, the Company will pay during the adoption leave **weeks exceeding 10** when no unemployment benefits are being paid, up to 5 additional weeks at **75%** of the employee's **weekly** base rate.

PARENTAL LEAVE ALLOWANCE OTHER THAN ADOPTION

- 9.6 a) ~~The following provisions apply to parental leaves, pursuant to Article 9.3, for the period of such leave on or after April 28, 1991.~~
- b) Parental leave allowance will only be paid to those employees who have **Continuous Service (C.S.)** of nine (9) months or more.
- c) ~~The employee who provides proof that he/she is receiving unemployment insurance benefits shall be paid for up to ten (10) weeks parental leave allowance equivalent to 75% of the employee's weekly base rate less unemployment insurance benefits received by the employee. Payment of this allowance will cease after the employee ceases to qualify for unemployment insurance benefits.~~
- d) ~~The employee who is not entitled to receive unemployment insurance benefits for all or portion of the~~

ten (10) weeks of parental benefits due to having **been** previously laid off by the Company, shall be paid **parental** leave allowance during parental leave for up to ten (10) weeks at a rate equivalent to **75%** of the employee's weekly base rate, less any **unemployment** insurance benefits received.

- e) The employee who, while employed by the **Company, has received unemployment insurance benefits** in connection with maternity and/or parental leaves and who is subsequently laid off by the Company without having worked sufficient time to permit maximum entitlement to unemployment insurance benefits while on layoff shall be paid, an **amount** equivalent to the difference between the remaining amount of unemployment insurance benefit payable in the **52** week unemployment insurance entitlement period and the maximum amount of unemployment insurance benefit entitlement had the employee not **collected** unemployment benefit **insurance benefit while on maternity and/or parental** leave, plus layoff allowance top up.

RETURN TO WORK FOLLOWING MATERNITY, ADOPTION OR PARENTAL LEAVE

- 9.7 The employee must request reinstatement from Maternity **Leave** in writing and she will be reinstated provided she is cleared by the Company Medical Department. If she is not so **cleared** at that time due to a medical condition, she will be subject to the conditions of the Pension/Benefits - Appendix "F".
- 9.8 When an employee is ready to return from Maternity Leave, Adoption or other Parental **Leave** reinstatement will be in accordance with the appropriate following procedure:
 - 1) Employees with a planned date of **return** up to **thirty-five (35)** full **weeks** will **be** retained on the job held

on the date of proceeding on leave, seniority permitting. Should the employee **not** have the seniority to be retained she/he will **be** placed on an existing vacancy. If **no vacancy** exists, she/he will have the right to bump a junior employee seniority permitting.

- 2) Employees with a **planned** date of return in excess of thirty-five (35) weeks to fifty-two (52) weeks will be placed **on** an existing vacancy. If **no vacancy** exists she/he will have the right to bump a junior employee seniority permitting.
- 3) Where vacancies caused by Maternity, Adoption or other Parental Leave of Absence are filled by temporary postings, 9.81) and 2), shall not apply.

9.9 If upon return from Maternity Leave, Adoption or other Parental Leave, an employee is assigned to a lower grade classification than that held immediately prior to such leave, the Company agrees to maintain her/his former rate of pay for a maximum period of twelve (12) months. This rate maintenance will be discontinued prior to the **expiry** of the twelve (12) month period in the following instances:

- a) Failure of the employee with rate protection to apply for vacancy in the job she/he held prior to leaving;
- b) A shortage of work situation which would have resulted in the protected employee's downgrade except when employee would have been protected per Article 21.3.

ARTICLE: 10 • LEAVE OF ABSENCE *63N-3*

10.1 When leave of **absence** is requested for **personal reasons**, such leave will be granted without pay, whet-ever possible, with the Company taking into **consideration** the employee's **reasons** for such leave, the seniority of the employee and the production requirements of the Company.

10.2 Requests for **personal** leaves in excess of three (3) working days will be in writing stating **the** reason(s) for such request and will be signed by the employee. The Company will reply in writing and, **if denied, will state reason(s) for denial.**

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10.3 An employee who is **elected** or **appointed** to a **full-time Union office** shall, upon application by the **Union** and the **employee** to the Company, be granted a leave of absence without pay, not to **exceed** a period of one (1) year, but with accumulation of Continuous Service (C.S.) and pension rights. Such leave may be subject to renewal at the expiration of one (1) year.

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10.4 At the written request of the Union, reasonably in advance of the proposed leave of absence date, the Company will grant a leave of absence **with pay**, not to exceed **two (2)** months, to an employee **acting** as a representative of the Union in connection with **arbitration** or other Union activities. Once per **month the Company will bill** the local Union, at the **employee's hourly rate for all** such leaves of absence under this paragraph.

10.5 The Union agrees to cooperate with the Company in order that **disruption** of business will be **minimized**.

10.6 When the Company and the employee agree to short term leave of absence not exceeding **three (3)** days and where such leave is initiated by the Company because of an effect of lack of **work**, (notwithstanding Article 7, Lay-off & Recall, Master Agreement and Appendix "E" Article 6 Brampton) the Company will record on the employee's Attendance Record Card the notation "effect of lack of work".

10.7 An employee who makes application for Leave of Absence in excess of **one month (34-025 Form G681)** and such leave is approved by the "Company", the **condition** referred to in sub-paragraph "c" of the form will be waived.

10.8 An employee who must serve a period of incarceration as a **result** of a conviction arising from the operation or use of a motor vehicle, **will** be granted a leave of absence without pay of up to thirty (30) calendar days in order to serve the **period of incarceration**. An **extension** may be granted by the Company. Only one such leave may be granted during the Life of the Agreement.

10.9 Leave of Absence Consecutive with **Vacation**:

- (a) Not more than **4%** of the bargaining unit **will** be given leave of **absence** consecutive with the **Vacation Shutdown**. **Such leave will only be granted after all vacation entitlement has been used**. Requests for such leave **shall be** limited to a three (3) **week duration**. In determining which employees shall qualify for this leave of absence, seniority shall **be** the governing factor among those who apply. It is **recognized** that an employee may only be granted **such** a leave of absence **once** in five (5) years. **Requests for leave of absence under this clause must be received by the Department Manager not later than February 28th of the current year**. Employees who apply for such leave and are later laid off, hospitalized, required to work during the Vacation Shutdown, or withdraw their request for such leave due to extenuating circumstances, shall **be** removed from the list and shall be replaced with others from the next in line.
- (b) When less than **4%** of the bargaining unit have **been** granted leave of absence **consecutive** with vacation in accordance with Article 10.9 (a), one additional leave during the **life** of this Agreement shall **be** granted to those: employees who were granted leave in the five prior years and have applied by February **28th** of the current year. Seniority shall **be** the governing factor from among those who apply, and in no **event will** the total **number** of employees

granted **leave of absence** consecutive with vacation exceed **4%** of the bargaining unit.

- (c) **The Company will respond to employees** who have made such requests by **March 31st**.

ARTICLE 11 • DISCIPLINE, SUSPENSION AND DISCHARGE

- 11.1 No employee covered by this Agreement shall be demoted, disciplined, suspended, separated, or discharged except for just cause. Discipline is defined as a formal warning by letter from **the** Company to the employee.
- 11.2 Any employee who has been suspended, separated, or discharged **shall** be advised in writing of the reason for such action, with a copy to the Plant Chairperson, and shall be permitted to talk to his **Committeeperson** before he is required to leave the plant.
- 11.3 **The** Plant Chairperson will **be** given or mailed a copy of any written warning after issuance within twenty-four **(24)** hours of such warning to the employee.
- 11.4 An employee who is being suspended or discharged will have **the** Plant Chairperson or his alternate and the **Zone Committeeperson** or his alternate in attendance during the final disciplinary interview in the Human Resources Office.
- 91 11.5 Any given written warning will be removed from the employee's record following a period of fifteen **(15)** months of discipline-free performance from **the** date of such written warning.
- 11.6 A **suspension** will be removed from the employee's record following a period of twenty four **(24)** months of **discipline-free performance** from the date of such suspension.
- 11.7 In **the** event of a grievance concerning discipline, **suspension** or discharge, the parties **agree to** furnish each other with

all facts and information then available with respect to the grievance, at each step of the grievance procedure.

ARTICLE 12 - REPRESENTATION

- 12.1 The local Union will be represented by a Committee comprised of one (1) Committeeperson for each two hundred (200) employees or major portion thereof plus a Plant Committee Chairperson. The Committeeperson and Chairperson will be assigned to the day shift.
- a) The Local Union will be represented by not less than two (2) Committeepersons plus a Plant Committee Chairperson.
 - b) Two (2) employees on the second shift and one (1) employee on the third shift will be appointed from among those working to handle complaints only.
 - c) An alternate may be appointed to replace a Committeeperson and Chairperson whenever such person is absent.
 - d) Where a regular Committeeperson is not appointed from the skilled trades, a reasonable amount of time will be given for an alternate to represent the skilled trades. The skilled trades representative will be assigned to the day shift.
 - e) The Union may appoint a Committeeperson or alternate to represent employees on Saturdays, Sundays, and Paid Holidays from among those scheduled to work.

When one hundred (100) or more bargaining unit employees are scheduled to work overtime, on any shift, on any one of the above-mentioned days, the Union may appoint a full time chairperson for a similar time on that shift.

f) The **Committeepersons** shall be employees in the **zones** in which they are elected.

12.2 The **Union** agrees to notify the Company in writing of the names of its representatives listed above and the effective date of their election or appointment.

12.3 The **Union** acknowledges that **Committeepersons** will continue to perform their regular duties on behalf of the Company and that:

- a) A **Committeeperson** will not leave his regular duties without obtaining permission from his supervisor. (such permission shall not be **unreasonably** denied).
- b) When resuming his regular duties after engaging in duties at behalf of the Union, he will report to his supervisor upon his return.
- c) Any **Committeeperson** dealing with a union matter arising out of this Agreement, in a department other than his own, shall request permission from the supervisor of that department before contacting any employee therein regarding a complaint or grievance.

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12.4 The Plant Chairperson and each **Committeeperson** may spend reasonable time each week to attend to Local Union business. The Company **will** pay up to a maximum of twenty (20) hours pay in any one week for each **Committeeperson** and forty (40) hours pay for the **Chairperson**.

12.5 Where applicable, there shall be specified zones for plant representation as mutually agreed upon by the parties.

12.6 Newemployees **will be introduced to their Committeeperson** by the employee's Manager, within **three (3)** days. The **Committeeperson** may meet with **the** new employee for fifteen (15) minutes.

- 12.7 Upon reasonable notice to the Company, a full time Union Local Officer will be returned to the grade formerly held and, if possible, the job formerly held. No rate protection shall apply.
- 12.8 There shall be a full time Plant Chairperson representing a Bargaining Unit under this Agreement with five hundred (500) members or more to attend to Local Union business. The rate of pay for a full time Chairperson or alternate shall be no less than the maximum of Grade 27. Where there are less than 500 members, the Plant Chairperson will be allowed up to twenty (20) hours per week for Union business.
- 12.9 The rate of pay for a Committeeperson in a bargaining unit of more than 500 under this Agreement shall be no less than the maximum of Grade 25. An alternate will be paid this same rate for the actual hours spent replacing a Committeeperson.
- 12.10 The Union Bargaining Committee will consist of one (1) representative for each two hundred and fifty (250) employees or greater portion thereof at each location. The maximum representation at each location shall be five (5) with a minimum of three (3). These numbers will be based upon the hourly bargaining unit population at each location one (1) year prior to the expiry date of the Collective Agreement. In each location one (1) of the representatives will be the Plant Chairperson. The Union will select such bargaining representatives from the Plant Committeepersons at each location. It is understood that one (1) additional representative of the Bargaining Committee will represent the skilled trades. Bargaining Committee Members will be paid for all time lost from work due to attendance at negotiations.
- 12.11 From the effective date of this Agreement when it is necessary to increase or decrease the number of Committeepersons in accordance with Article 12.1 it is agreed that action will be deferred until the Union holds an election in order to re-zone their committee structure. It is further agreed that in

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these instances the average population of the Bargaining Unit during the twelve months prior to the date of said election taking place, will be used in determining the number of Committeepersons.

ARTICLE 13 - COMPLAINT AND GRIEVANCE PROCEDURE

- 13.1 It is mutually desired by the parties hereto that complaints shall be adjusted as quickly as possible; both parties, therefore, recognize that the employee's manager should be informed as quickly as possible of the employee's complaint and that in ordinary circumstances an employee should not consider that he has a grievance until he has given his immediatemanager an opportunity to adjust his complaint.

An employee having a complaint shall first take the matter up with his immediate manager within ten (10) working days from the date the employee might reasonably have been aware of the alleged unjust action. The employee may be accompanied by his Committeeperson.

13.2 FIRST STEP

If an employee has discussed a complaint with his/her immediate manager and has failed to obtain satisfaction within three (3) working days the matter may be presented as a grievance to the employee's next higher management level within five (5) additional working days by the employee's committeeperson. The grieving employeemay accompany the committeeperson in the presentation of the grievance at this stage.

13.3 SECOND STEP

Failing satisfactory adjustment within five (5) working days at Step One then within ten (10) additional working days, a Grievance Committee made up of the Plant Committee

Chairperson and the **Local Plant Committee** may present the matter to the **Manager, Industrial Relations** (or delegate) together with **other designated** management representatives who must give an answer within ten (10) working days.

The Union may also have present at this step the **National Representative**. The **grievor** shall also be present if requested by either party. It is agreed that both the Company and Union representatives will outline in detail all facts and information concerning the issues raised in the grievance with a view to settlement.

- 13.4 The **presentation** of grievances in Steps 1 to 2 shall be in writing and replies shall also be in writing. All grievances shall state **the Article(s), if any, of the Collective Agreement allegedly** violated.
- 13.5 A **Committeeperson** or Chairperson may intercede on behalf of his **constituents** at any time on matters which, in his **opinion, may affect the employees either as individuals or as a group**, regardless of whether the action is taken as a result of a complaint by an individual or a group or as a result of personal observation.
- 13.6 **In the case of suspension, discharge, or lay-off, the grievance may be lodged** at the second step of the grievance procedure in writing, within ten (10) working days from the date the employee and the **Plant Committee Chairperson** were advised in writing of the suspension, discharge or lay-off from employment.
- 13.7 Grievances involving job surplus, postings or bumping will be presented verbally to the **grievor's** immediate Manager who, if necessary, will arrange a meeting between his department Manager, any other Managers directly involved with the case, a representative of the Human Resources Department, plus **the** appropriate **Committeeperson** and Chairperson. If the grievance is not **resolved** at this **stage**, it shall then be presented in writing at the second step of the grievance procedure.

- 13.8 Group grievances involving employees in more than one department and **policy** grievances involving contract interpretation shall be presented at the second step of the grievance procedure.
- 13.9 It is agreed that any retroactive payment by the Company in settlement of a grievance may **be limited** by the Company to the period ninety (90) days prior to the date of filing of the grievance.
- 13.10 Any **period** of time specified in the grievance procedure or arbitration **clauses** may be extended by mutual agreement. If the Union fails to meet the time intervals specified, the grievance will be **considered dropped**. If the **Company** fails to meet the time intervals specified, the Union may move to the next step of the grievance procedure or, after the second step of the grievance procedure, to arbitration.
- 13.11 **Solely for the purpose of** determining timelimits referred to above in this Article and Article 14 - Arbitration, **working days will be understood** to exclude Saturdays and Sundays.
- 13.12 Should an observation grievance on a Master **Article filed** at one location **covered** by this Agreement proceed to Arbitration, the resulting award will apply to all locations covered by the Collective **Labour** Agreement.
- 13.13 A **pre-arbitration** meeting may be requested not later than ten (10) working days following request for Arbitration. If such a meeting is not requested within this period, the **grievance will be regarded as proceeding directly to Arbitration**. A **pre-arbitration** meeting **will** be held not later than twenty (20) **working** days following receipt of the **above** request. The meeting will **be** attended by the Headquarters Director of Industrial Relations (or his delegate), the Plant Industrial Relations Manager and any other member of management required together with the National Representative and the **Local** Union Grievance Committee. **Both** parties will **be expected** to provide a verbal response at the **conclusion** of the pre-arbitration meeting. The Company

will provide a written response to the grievance within ten (10) working days of the meeting. Both parties agree to a full exchange of facts and that failing resolution, the grievance will proceed in accordance with Article 14.

ARTICLE 14 - ARBITRATION

- 14.1 When a grievance concerning the interpretation or alleged violation of this Agreement is not adjusted to the satisfaction of the Union at the second step of the grievance procedure, the Union may, within ten (10) working days from the date of the Company's decision at the second step, request arbitration procedure for such grievance. If the Union and the Company cannot agree on the selection of a single arbitrator within twenty (20) working days from among three (3) names supplied by each of the Plant Chairperson and the Industrial Relations Manager, the Minister of Labour of the province shall be requested to appoint an impartial arbitrator. The arbitrator shall proceed as quickly as possible to determine the matter in dispute and his decision shall be final and binding upon the parties.

Each of the parties hereto will jointly share and share alike the expenses of the arbitrator and such other expenses as may be mutually agreed upon by the parties.

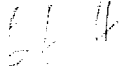
- 14.2 The arbitrator shall not have jurisdiction to alter or change any of the provisions of this Agreement or to substitute any new provisions in lieu thereof or to give any decision inconsistent with the terms and provisions of this Agreement or to deal with any matter not covered by this Agreement. The arbitrator, however, in respect of a grievance involving a penalty, shall be entitled to modify such penalty as in the opinion of the arbitrator is just and equitable.
- 14.3 All reasonable arrangements will be made to permit the arbitrator to have access to the plant to view the disputed operations and to confer with the necessary witnesses.

- 14.4 Both parties agree to furnish each other **with** copies of documented evidence reasonably anticipated to be used in the presentation of their prospective cases **before** the Arbitrator. **The** parties further agree to **furnish** each other with **copies** of unreported **arbitration** awards and court decisions they intend to rely on at the bearing. Such documents, awards and decisions will be furnished within seven (7) days prior to the hearing.

The parties agree that the purpose of this clause is to eliminate the element of surprise in relation to documented evidence and unreported arbitration awards and court decisions.

ARTICLE 15 - HEALTH AND SAFETY

- 15.1 The Company will **continue** to make reasonable provisions for **the** safety and health of its employees during their working hours subject to such improvements or changes as the Company from time to time may decide to implement. The Company understands **that** it has an obligation to provide a safe working environment for all employees.
- 15.2 The Local Union **will** cooperate with **the** Company in encouraging employees to observe any safety regulations which may be prescribed by the Company and to work in a safe manner.
- 15.3 **The Company recognizes the role of the Union in Health and Safety matters. A Local Health and Safety Committee comprised of equal representation from the Union and the Company will be established. The Local Union shall advise the Company Industrial Relations Manager, in writing, of the names of the Union representatives appointed by the Union to the Health and Safety Committee. One Union member of this Committee shall be designated as the Union Health and Safety Specialist/Certified Representative. This committee will meet at least once per month.**
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R An alternate may be appointed to replace the Union Health and Safety **Specialist/Certified** Representative whenever such person is absent for one day or more.

The Company further agrees **that** unresolved problems or **concerns** brought **out** at the local meetings will **be** fully evaluated and, if mutually agreed upon, rectified,

R 15.4 Once a month the Local **Health** and Safety Committee will issue a copy of its report to the Union **Health and Safety Specialist/Certified** Representative.

R 15.5 The Company's **Safety Representative** will invite the Union Health and Safety **Specialist/Certified Representative** to accompany him and the **government** health and safety inspector on his **periodic** plant inspection.

R 15.6 The Union **Health** and Safety **Specialist/Certified Representative** and/or Committee will **be** invited to accompany management **on** periodic plant safety tours.

R 15.7 The Union **Health** and Safety **Specialist/Certified Representative** will be provided with a **copy** of each Worker's Compensation Form 7 and a copy of each company 32.004 Form and their attachments.

15.8 **The** Company, upon request from **the** employee, will make **available** to him the results of any **test** given for health and safety purposes.

15.9 **The** Company will continue its practice of providing such protective devices and apparel as **am** presently provided, subject to the changing **requirements** for such devices or apparel.

R The Company will make a payment of up to fifty (\$50) dollars per year to an employee working in an area where the wearing of safety shoes is considered mandatory, or a payment of up to sixty (\$60) dollars per year to an employee

working in an **area** where the wearing of safety **boots** is considered **mandatory** and the employee provides proof of purchase.

15.10 **The Company will, on a monthly basis, provide a copy of the total man hours and compensable lost time accident frequency rate report to the members of the Local Health and safety Committee.**

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When required, surveys relating to **noise levels**, air **contaminants**, and air flow **will** be made available prior to review at the **monthly** Local Health and Safety **Committee** meetings.

The Local Health and Safety Committee will have the right to monitor the results of the above surveys, and receive test and assessment results in matters pertaining to Health and Safety at their respective locations.

15.11 **To ensure that all potential health and safety aspects associated with Video Display Terminals (V.D.T.'s) are evaluated and controlled**, the Company, in conjunction with the Local Health and Safety Committee, will audit terminal stations on an annual basis in each location for:

- all **aspects** of lighting
- screen glare
- character flicker
- seating and positioning relative to operator
- leg and knee **room**
- keyboard height
- **document** location
- physical aspects such as fatigue, eye strain and stress
- machine maintenance

New terminals **will** be tested to emission standards within the first two **(2)** months after installation is completed.

A pregnant employee whose **assignment** requires her to **spend** the majority of her time operating a Video Display

Terminal (V.D.T.) will be granted, upon request, assignment to another job. Should such job be at a lower grade, the employee affected will be afforded rate protection.

ARTICLE 16 • EXCLUDED EMPLOYEES 3-1

- 16.1 The Company agrees that any employees excluded from this Agreement will not perform hourly rated work except for the purpose of instruction, experimentation, the correction of production difficulties or maintenance of essential services.

ARTICLE 17 • SPECIAL CONFERENCES

- 17.1 It is agreed that Master Meetings will be held at the request of either party, with the Corporate Director, Industrial Relations or Delegate, and the Union's National Representative present, to discuss matters of mutual interest to plants covered by this Agreement. A working agenda will be provided by both parties, ten (10) working days prior to the meeting date.

The Company will indicate its Position in writing within thirty (30) working days following the date of such meeting.

- 17.2 At the request of either party meetings may be arranged from time to time between the local Plant Committee and the Plant Industrial Relations Manager or his delegate, together with other Management representatives to discuss matters of mutual interest. The requesting party will provide an agenda for the proposed meeting at the time of the request. The request must be made at least ten (10) working days prior to the proposed meeting date.

The Company will indicate its position in writing within thirty (30) working days following the date of such meeting.

ARTICLE 18 • RELIEF PERIODS

- 18.1 Employees are entitled to relief periods and the arrangement and length of such relief periods will be in accordance with existing procedures.

ARTICLE 19 • BULLETIN BOARDS

- 19.1 The Company will furnish, install and maintain a reasonable number of bulletin boards for use by the Union, as is mutually agreeable, and in locations satisfactory to the Company and the Union.
- 19.2 It is understood that all notices shall be subject to approval of the Industrial Relations Manager or delegate before they are posted. Approval will not be unreasonably denied.

ARTICLE 20 • ON THE JOB INJURY ALLOWANCE

- 20.1 In the case of occupational injury/sickness causing lost time, the employee involved will be paid for the balance of the shift on the day of occupational injury/sickness at his regular rate of pay. If an employee is required to see a doctor for treatment of an occupational injury/sickness subsequent to the day of the occupational injury/sickness and it is impossible for the doctor to see him except during the employee's scheduled work hours, he will be compensated for loss of wages.

- 76B-1 20.2 Employees who have been downgraded due to a medical restriction caused by occupational injury/sickness for which a W.C.B. ca has been established, will receive rate protection for the life of the Agreement. Such rate protection will cease should he not apply to a job posting at a higher grade for which he is qualified or when his medical restriction has been removed.

ARTICLE 21 - PROMOTIONS AND DOWNGRADING •
WAGE ADMINISTRATION

- 21.1 An employee who is upgraded shall be **rerated** at the beginning of the payroll period immediately following the date of such assignment.
- 21.2 An employee who is downgraded (except those covered by 21.3) shall be **rerated** at the beginning of the payroll period immediately following the date of such assignment.
- 21.3 An employee with five (5) years or more of service, downgraded due to a shortage of work, shall maintain the rate of pay in effect at the time of downgrade for the life of the Agreement. This rate protection will not apply to an employee downgraded from a temporary assignment, or to an employee who refuses opportunity for **reinstatement** to his former job. 2-4-5
- Employees on rate** protection will **be** notified in writing of jobs they must post for in order to maintain their rate protection.
- 21.4 An employee who is temporarily **upgraded** for any period of time during the week shall be paid at the higher rate for all hours worked during that week. An employee downgraded from a **temporary** assignment shall be **rerated** at the beginning of the payroll period following such assignment to the lower grade. When requested, employees will receive written notice of upgrades.
- 21.5 An employee who is temporarily transferred to a lower rated job for the convenience of the Company (except when bumped because of shortage of work) shall continue to receive his current rate for the duration of time spent on the lower rated job.

ARTICLE 22 • NO STRIKES AND LOCKOUTS

- 22.1 The Union agrees that it will not cause, authorize or sanction its members to cause or take part in any slow down in any **department** or any strike or stoppage of any of the Company's operations or any curtailment of work or restriction of/ or interferences with production or any picketing of the Company's premises during the term of this Agreement.
- 22.2 The Company agrees that it will not cause or sanction a lockout during the term of this Agreement.

ARTICLE 23 • DEDUCTION OF REGULAR DUES

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23.1 During the term of this Agreement, twice per month the Company will deduct $\frac{1}{2}$ (one-half) of the regular Union monthly dues from ~~the wages of all employees~~ covered by this Agreement in accordance with the CAW National Constitution.
- 23.2 When sufficient pay is not available for all other deductions during ~~the period~~ when deductions are made, **no** deductions shall be made for Union dues.
- 23.3 The Union agrees to keep the Company harmless from any claims against it by an employee **which** arise out of ~~deductions~~ under this Article.
- 23.4 Dues deduction shall **be** suspended during the **period** of an employee's leave of absence without pay. When the employee is returned to the payroll, deduction of Union dues shall be automatically resumed.
- 23.5 **Amounts** deducted for dues shall be remitted to the ~~Secretary-Treasurer~~ of the Local as **soon** as possible after the end of each fiscal month. Each remittance shall be accompanied by a statement showing the amounts of the deduction for each employee.

- 23.6 a) On receipt of written authorization from an employee, the Company will deduct the authorized initiation fee.
- b) On receipt of written authorization from a skilled trades employee, the Company will, in January of each year, deduct the Skilled Trades Council dues.
- 23.7 Any change in the amount of monthly Union dues will be certified to the Company by the Secretary-Treasurer of the Local. A certification in a form acceptable to the Company which changes the dues shall become effective not later than fifteen (15) days following the date the Company receives such certification.
- 23.8 The Company will include the amount of dues deductions on the T4 slips issued by the Company to employees covered by this Collective Agreement.

**ARTICLE 24 - ACCESS TO PERSONNEL AND
ATTENDANCE RECORD CARDS**

- 24.1 Any employee, upon request, will have the right to review his own personnel file, cards and/or attendance record card either individually or jointly with his Committeeperson in the presence of the employee's supervisor or a representative of the Human Resources Department.
- 24.2 In the case of a complaint or grievance, the personnel card, employee profile, and/or attendance record card of any employee directly involved in that complaint or grievance, will be made available to a Local Union Committeeperson, upon request, for review in the presence of the employee's supervisor or a representative of the Human Resources Department. Following this review the Company on written authorization of the employee will provide a copy of the personnel and/or attendance record card.

ARTICLE 25 - OFF-SHIFT DIFFERENTIAL

- R 25.1 An off-shift differential of \$0.70 per hour will be paid to all employees working on ~~second or third~~ shift operations. Employees working on second shift ~~operations~~ or third shift ~~operations~~ will receive the off-shift differential for hours worked prior to and subsequent to their shift.

ARTICLE 26 - GROUP LIFE INSURANCE

- 26.1 The Company will provide group life insurance coverage for all employees who subscribe to the Group Life Insurance Plan. Details with respect to coverage and premiums are set out in Appendix "F" to this Agreement.

ARTICLE 27 - HEALTH CARE

- 27.1 The Company will provide coverage for active employees with respect to the following:
 - R - Extended Health Cam Plan
 - Dental Ran
 - Supplementary Hospital Plan
 - Vision Care Plan
- 27.2 Details with respect to coverage and participation are set out in Appendix "F" to this Agreement.
- 27.3 Semi-private coverage will be made available at employees' cost, through payroll deductions.

ARTICLE 28 - BEREAVEMENT LEAVE, JURY DUTY, QUARANTINE

28.1 Bereavement:

When a death occurs in the immediate family of an employee and the employee attends the funeral or a memorial service, such employee shall, ~~al~~ request, ~~be~~ granted a leave of absence. Leave to attend the funeral shall not exceed five

(5) consecutive regular working days during his assigned work week schedule. Leave to attend a memorial service shall not exceed three (3) consecutive regular working days during his assigned work week schedule. An employee's immediate family shall be considered as spouse or common law spouse, son, daughter, sister, brother, mother, father, mother-in-law, father-in-law, son-in-law, daughter-in-law, foster parents, employee's brother-in-law or sister-in-law, grandparent or grandchild. Other relatives residing with the employee shall also be considered as immediate family.

631
The Company will grant a bereavement pay allowance of up to a maximum three (3) days during the employee's assigned work schedule and restricted to the period from the date of death through the day after the funeral, inclusive, and in the case of a memorial service one (1) day's pay.

N Notwithstanding the above, where interment of a deceased member of an employee's immediate family is delayed, the employee may elect to take up to one (1) working day from his/her five (5) day bereavement leave entitlement to attend at the interment.

28.2 Jury Duty or Court Attendance: 631 . . 1

Leave of absence with pay shall be granted by the Company to employees summoned for jury duty or court attendance (not as plaintiffs, defendants or voluntary witnesses). Employees shall report for regular duties while temporarily excused from attendance at court.

28.3 Quarantine

An employee required to be absent due to quarantine imposed by duly constituted health authorities shall be paid for such absence which shall be treated as absence due to personal sickness.

N **ARTICLE 29 - PROTECTION FOR EMPLOYEES
ON PLANT CLOSURES AND RELOCATION OF
OPERATIONS OR JOBS, OR WORKFORCE
RESTRUCTURING**

29.1 In the event that the Company decides to:

- a) close any of the four operations described in Appendices A, B, C, and E; or,
- b) do any or **all** of the following:
 - (i) transfer work **out** of a bargaining unit to another Company location,
 - (ii) transfer **work out** of a bargaining unit,
 - (iii) purchase components or parts, currently being produced by employees in a bargaining unit, **from sources outside Northern Telecom,**
 - (iv) **permanently eliminate jobs for reasons other than market fluctuations, and as a direct result either:**
 - 10% or more of the employees in such bargaining unit (including those on S&A benefits and Workers' Compensation but excluding probationary employees, employees laid off, and employees recalled under the Short **Duration** recall letters, and employees on LTD benefits), or
 - 10% or more of such employees in a skill **group**
- c) do what is set out in Article 11.1 b) - Salaried Agreement and, as a result, employees in the hourly

bargaining unit at the same location are given layoff notices within the same ninety (90) day period,

the provisions set out below will apply, as specified.

For the purposes of this Article, the three skill groups will be production employees, tradespersons and employees in jobs requiring post-secondary accreditation.

For the purposes of determining whether the percentages in Article 29.1 b) have been reached all layoff notices, as described above, which have not been cancelled during the operative ninety (90) day period will be counted.

Notices which have been counted in the determination that the percentages in Article 29.1 b) have been reached cannot be counted again.

- 29.2 The Company will meet with the Union to discuss its decision at least 35 weeks in advance of the date of closure or at least 18 weeks in advance of layoff occurring as a result of the circumstances set out in Article 29.1 b) and c) above. Following this meeting, the parties will meet again to discuss opportunities to retain or replace work with the aim of minimizing the reduction of employees, including using attrition to manage the extent of such reductions.

It is understood that such discussions are to be conducted on a confidential basis and the Union undertakes to guard the confidentiality of them.

- 29.3 The Company will give the Union and the employees notice of layoff of at least 16 weeks, or such notice as provided under legislation, whichever is greater. This obligation will not apply retroactively to the layoffs which did not, at the time notices with respect to them were given, meet the percentages set out in Article 29.1 b) but together with subsequent layoffs, resulted in these percentages being met within the ninety (90) day period.

29.4 In the circumstances set out in Article 29.1 b) and c) above and during the first thirty (30) days of the notice period under Article 29.3 above, employees within each affected skill group will be offered the opportunity to retire early with a lump sum calculated in accordance with the Voluntary Retirement Option Schedule set out in Article 29.8 below, and in accordance with the following:

- a) employees eligible to request early retirement with a Class A pension will be offered, in descending order of seniority, the first opportunity and, if the number set out in b) below has not been exceeded, employees eligible to request early retirement with a Class B pension will be offered, in descending order of seniority, the second opportunity. If the Company so decides, it may initiate Class C pensions, in descending order of seniority, where the number set out in b) below has not been reached,
- b) the total number of those retiring under a) shall not exceed 50% of the number of employees within each affected skill group:

who have been given such notice(s) pursuant to Article 29.3,

who have contributed to the percentages in Article 29.1 b) being reached,

who have received notices of layoff in the circumstances set out in Article 29.1 b) within the prior portion of the particular ninety (90) day period.
- c) eligibility for pension and pension dates shall be no later than the end of the notice period,
- d) the affected skills groups will be those included for the purposes of Article 29.1 b) or c) and any skill group affected by notices of layoff given during the remainder of the particular ninety (90) day period as

a result of events described in Article 29.1 b) i), ii), iii) and/or iv), or c).

29.5 In the event that the Company moves an operation or a job as per 29.1, the following procedure will apply:

- a) an employee on an affected job will exercise bumping rights in accordance with the Collective Agreement (for Brampton Works, Appendix E Letter 10 will apply)
- b) if the employee is unable to maintain his grade under a) above, he may request to be transferred at the same or to another Company location, if a vacancy is available and local collective agreements permit. The Company will provide job training where required for the transferred employee to perform the job in a satisfactory manner, such job training not to exceed a period of six (6) months.
- c) an employee who is retained at a job in accordance with a) or b) above and whose rate is adversely affected by the move shall have his rate maintained for twelve (12) months, after the change in assignment. Employees with five years or more of Continuous Service (C.S.) will have their rate maintained for twelve (12) months or the life of the Collective Agreement, whichever is greater.

At the end of the protection period, the employee will be placed on the rate applicable to his assignment.

Should the operation or job return to the location, such rate protection shall not apply to an employee who refuses opportunity for reinstatement to his former job.

- d) If, as a result of such a move of operation or job, the employee is required to move to a location greater

than eighty (80) kilometers from his present location, the Company will pay reasonable moving costs.

- e) The Company will give sixty (60) days notice, whenever possible to employees who are to be transferred to a new location.
- f) where employees on affected jobs are located in more than one CAW bargaining unit and are seeking simultaneously to have the benefit of the provisions set out above in connection with the same vacancy, Local Seniority (L.S.) shall determine who will be selected for the vacancy.

29.6 All employees laid off pursuant to notices given under Article 29.3 or pursuant to notices as a result of the circumstances set out in Article 29.1 b) and c) within the particular ninety (90) day notice period, will be entitled to choose to take the layoff allowance to which they are entitled under Article 8 or to elect to be terminated and forfeit their recall rights by receiving severance pay allowance in accordance with the following table:

3/1/11

Continuous Service.	Severance &
1 year but less than 2 years	1 week
2 years but less than 3 years	2 weeks
3 years but less than 4 years	3 weeks
4 years but less than 5 years	4 weeks
5 years but less than 6 years	7 weeks
6 years but less than 7 years	8 weeks
7 years but less than 8 years	9 weeks
8 years but less than 9 years	10 weeks
9 years but less than 10 years	11 weeks
10 years but less than 11 years	14 weeks
11 years but less than 12 years	17 weeks

Three weeks additional pay for each full year of service thereafter.

22-30-96

If severance pay under legislation is greater than the severance pay allowance, the greater amount will be paid in accordance with the legislation.

The choice of layoff allowance or termination with severance pay allowance must be exercised by the expiration of the notice period. However, an employee may elect layoff allowance and after commencement of layoff allowance may elect to be terminated with severance pay allowance less the amounts already paid as layoff allowance.

29.7 In the circumstances of a closure employees may, if eligible, proceed on pension prior to the commencement of layoff. They will be entitled to receive a lump sum payment in accordance with the formula referred to in Article 29.8 or the severance pay they are entitled to under legislation, whichever is greater.

29.8 VOLUNTARY RETIREMENT OPTION

BENEFIT GROUP	1991	1992	1993
	LUMP	\$/YEARS OF SERVICE > 10	
1	5400 + 600	5700 t 625	6000 t 650
2	5700 + 600	6000 + 625	6300 t 650
3	6600 + 600	6900 + 625	7200 t 650
4	7000 + 600	7300 + 625	7600 + 650
5	7400 + 600	7700 + 625	8000 t 650

This Article replaces Articles 29 and 38 but is not intended to revise Article 8 in any way nor to discontinue Letter #11 - Hiring Preference.

ARTICLE 30 • PENSION PLAN & OTHER BENEFITS

- 30.1 The Company will provide a Pension Plan and other benefits as fully described in Appendix 'F' to this Agreement.
- 30.2 The Company agrees that during the life of the current Agreement there will be no reduction in the benefits provided by certain company-wide programs as referred to in the section entitled Other Company Plans contained in Appendix 'F' to this Agreement.

ARTICLE 31 • PLANT HOLIDAYS

- 31.1 Employees who are not required to work on the undemoted Holidays will be paid for a normal shift at their regular basic rate. In order to qualify for pay on a Plant Holiday an employee must work the shift on the working day immediately preceding or immediately following the Holiday except where absence is occasioned by duly verified sickness or where employees have been laid off in a reduction of work force within seven (7) calendar days prior to the Plant Holiday, irrespective of date of recall.

Employees who are granted a Leave of Absence in conjunction with the Christmas/New Year's Plant Holiday inclusive will qualify for Plant Holiday pay providing they work their regular scheduled shift prior to and following the Leave of Absence. Such Leave cannot exceed 7 calendar days prior to and following the Christmas shutdown.

- 31.2 In order to determine holiday pay treatment, the day on which a shift starts shall govern all the hours of that shift.
- 31.3 When a holiday occurs on a regular working day during an employee's Vacation the employee shall be entitled to one (1) extra day of Vacation with pay.

R In 1991 the Plant Holidays will be as follows:

- 29 March (Good Friday)
- ** 1 April (Easter Monday)
- 20 May (Victoria Day)
- 1 July (Canada Day)
- 5 August (Civic Holiday)
- ** 30 August
- 2 September (Labour Day)
- 14 October (Thanksgiving Day)

16

December *23, 24, 25, 26, 27, 30, 31, January 1, 1992.

R In 1992 the Plant Holidays will be as follows:

- 17 April (Good Friday)
- ** 20 April (Easter Monday)
- 18 May (Victoria Day)
- 29 June (Canada Day)
- 3 August (Civic Holiday)
- ** 4 September
- 7 September (Labour Day)
- 12 October (Thanksgiving Day)

53-160

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December 24, 25, 28, 29, 30, 31, January 1, 1993.
*February 15, 1993

R In 1993 the Plant Holidays will be as follows:

- 9 April (Good Friday)
- ** 12 April (Easter Monday)
- 24 May (Victoria Day)
- 2 July (Canada Day)
- 2 August (Civic Holiday)
- ** 3 September
- 6 September (Labour Day)
- 11 October (Thanksgiving Day)

✓

December 23, 24, 27, 28, 29, 30, 31, 1993.
*February 14, 1994

- * If the Federal/Provincial **Governments** proclaim any new legal holiday (e.g. Heritage Day), such day will supplant the indicated day.
- ** The Kingston plant holidays represented by **Easter** Monday and the Friday before Labour Day will be scheduled locally at the Kingston location.

ARTICLE 32 - SKILLED TRADES

32.1 For the **purpose** of this Agreement, skilled trades journeyman/woman shall **be** as listed below, and as per Appendix 'B', Article 6 and Appendix 'E', Article 4.

Tool Gauge Inspector
Machine Inspector
Electronic Technician
Mechanic

Carpenter
Tinsmith/Sheetmetal Worker
Machine Repair
Tool and Die Maker
Tool Machinist-AA
Millwright-Welder
Plumber-Pipefitter
Automotive Mechanic/Industrial Truck
Repair Mechanic

Electrician
Technician Instruments
Heat Treat and **Tool** Welder
Machinist Test Set
Stationary Engineer

Serviceman-Commercial Tools.

32.2 Future employees entering the trades shall have date of entry seniority in the skilled trades as listed under Section 1,

except apprentices who shall be credited with 100% of their apprenticeship time.

32.3 Posting

27 F-1

The Company will post vacancies on the Plant Bulletin Boards for a Period of three (3) working days, except when vacancies:

- (a) are filled by graduate apprentices.
- (b) are filled by a skilled trades employee being moved due to a medical restriction.
- (c) are filled by a qualified recalled skilled trades employee.

When vacancies are not filled as per (a), (b) or (c) above, the employee qualified per Article 32.6 with the greatest seniority from among those who have applied in writing will be selected for such vacancy.

When the selected applicant is not available to fill a posted vacancy such vacancy shall be filled on a temporary basis at the Company's discretion. Should no qualified applicants apply, the vacancy will be filled by hiring a skilled trades employee qualified to fill the vacancy.

When vacancies are posted in accordance with this Article, employees assigned to the same trade classification as posted will be restricted from applying for the vacancy.

R Should a skilled trades employee prefer a particular job within his trades classification he may notify his manager in writing, who will notify the Union and the Human Resources department. When such a vacancy occurs the senior qualified skilled trades employee who has filed a written request as above will be given the opportunity to fill such vacancy.

32.4 (a) Production workers will not carry seniority into the trades listed under Article 32.1. However, should management ~~or the~~ employee decide during a period of fifty (50) days worked, the employee is unable to perform the skilled trades ~~job in~~ a satisfactory manner, the employee will ~~return to production in accordance~~ with the Surplus provisions in Appendices "A" - "I!" with no loss of seniority.

(b) Skilled trades workers will not exercise seniority into production or non-production groups except where a trade listed under 32.1 is discontinued or eliminated, or an employee is moved per Appendix B, Article 6, and Appendix E, Letter #1. When such exception exists, such employees will then exercise their total Company seniority for the purpose of displacing the junior employee in the classification for which he is qualified, or shall exercise all of his Company seniority in the general production, or non-production groups under this Agreement.

12-2
32.5 Should a skilled trades employee become medically unfit, and unable to follow his skilled trade, both the Company and the Union will cooperate in endeavouring to place such an employee ~~on a job he is capable of performing~~. Should he be placed in production his seniority shall be maintained as per Article 5.1.

32.6 The term "journeyman/woman" as used in this Agreement shall mean any person:

(a) who presently holds a journeyman's/woman's certificate in the skilled trades classification:

(b) who has served a bonafide apprenticeship of four (4) years or 8,000 hours. and holds appropriate substantive documentation of such training.

- c (c) who has **eight (8)** years or more practical **experience in the related skilled trades classification in** which he **claims qualification** and can prove same, e.g. a **CAW journeyman/woman card**, or has equivalent formal **academic** training to satisfy the requirements of the job.

32.7 During any period when journeymen/women are unavailable, it is **agreed** that non-journeymen/women employees whose duties shall be **to assist journeymen/women** may be hired or reclassified on a temporary basis to supplement the work force in a skilled trade and shall be known as a supplemental employee for present employees and new supplemental employee for new hire.

The opportunity to work as a supplemental employee shall be offered first **to senior qualified** employees, second to any laid-off employee **with** seniority who has the present ability and an adaptability to do the work. If there are no laid-off employees eligible, new **employees** may be hired on a temporary basis. The ratio of supplemental employees shall not be in excess of one supplemental employee to eight journeymen/women.

32.8 When a journeyman/woman becomes available, whether by hire, transfer or graduation of an apprentice in a skilled trade to which a supplemental employee has been assigned, such **journeyman/woman will replace the supplemental employee** who shall **be returned to** a production assignment if **transferred** from production ranks or laid-off if hired as a supplemental employee.

A supplemental employee shall not accumulate seniority within the skilled trades but shall accumulate plant-wide seniority and may exercise such plant-wide seniority to return to his former job or to apply for vacancies in the plant as provided elsewhere in the Agreement.

Supplemental employees shall receive 10 cents per hour below the rate of the classification to which they are assigned.

32.9 When a surplus occurs in a skilled trades classification, in a location not otherwise provided for in a Local Appendix, supplemental employees in the affected classification will be returned to a production assignment; seniority permitting, if transferred from production ranks, or laid off if hired as a supplemental employee.

If further reductions are necessary, the surplus employee shall,

a) displace a more junior employee in a trades classification for which he is qualified.

Failing placement in accordance with the above, or Article 32.4(b), the employee will be laid off on the basis of his Local Seniority (L.S.)

b) Employees affected by layoff or cut-back in manpower as per a) above shall be offered employment over new hires to fill an open requisition at the Company employment office. When application is made under the provisions of Master Letter #11, the employee will only be considered for vacancies in the same trade as his current trades classification, or where otherwise qualified as per Article 32.6.

c) Recalls shall be made in reverse order of layoffs.

32.10 Where practicable, the Company will provide opportunities to all skilled trades employees to keep abreast of technological advance in their trade.

R Where training is required the Company will make every reasonable effort to equitably distribute such opportunities, giving due consideration to seniority.

32.11 The Company agrees that shift work will be on a rotating basis within each trade.

Should production or maintenance requirements make it necessary to alter this procedure, the Company will discuss the matter with the Union, with a view to resolving the problem, prior to the change being implemented.

32.12 The Company agrees that production workers will not perform work normally performed by the skilled trades employees, and skilled trades employees will not do work that is normally performed by production workers except for work required for tool, equipment and machine repair, experimental or development purposes or in emergency situations.

An emergency situation is not intended to circumvent production employees from working overtime.

32.13 The Company agrees that outside contractors will not perform work normally performed in the plant by skilled trades, while skilled trades employees capable and available to do the work are on lay-off.

R The Company will meet with the Union for the opportunity of having full and meaningful discussion prior to outside contractors being brought in to do trades work in the plant when the duration of the subcontract work is expected to exceed thirty (30) days.

32.14 The Company will replace tools which have been damaged during the proper use of such tools by skilled trades personnel in the performance of Company duties. In addition, the Company will replace stolen tools provided that the skilled trades employee has taken reasonable precautions to prevent such losses. Further, the Company shall supply special tools, on a temporary loan or consignment basis.

- 32.15 In order to facilitate the obtaining of a CAW journeyman/woman card, the Company will give a skilled trades employee, on request, a letter certifying his experience relative to the Union's skilled trades nomenclatures. The format of such letter to be mutually agreed upon.
- 32.16 All the articles and working conditions in this Contract shall be applicable to apprentices and skilled trades employees.
- 32.17 Whenever it is found necessary by the Company to assign employees as apprentices in any of the skilled trades as described in 32.1, personnel chosen by the Company for such training shall be considered as being in a preferred category in the event of general lay-off and shall only be affected if surplus of employees occurs in the trades to which they are assigned.
- 32.18 Apprenticeship Program - The Company and Union agree that:

- MSL*
- a) The Company will provide the Union with a copy of the Company's Apprenticeship Plans. Prior to posting a vacancy for an apprenticeship, the Company will review the content of the particular Company apprenticeship plan with the local skilled trades representative.
 - b) When journeymen/women are not available, notices of vacancies for apprentices will be posted on Company bulletin or posting boards.
 - c) The Apprentice Selection Committee will meet to select the candidates for the Apprenticeship Program. It will consist of up to 3 Management representatives and up to 3 Union representatives. If agreement cannot be reached Article 32.18(f) will apply.
 - d) The Apprentice Performance Review Committee will consist of two (2) management representatives,

and two (2) Union representatives, one of which will be the assigned journeyman/woman.

- e) Apprentices will be granted a tool allowance of \$300.00 in three equal installments, payable at the end of the second year, third year, and the final payment upon successful completion of the apprenticeship.
- f) In the event that the Committee cannot agree on Apprenticeship Program matters the Company will make the final decision.
- g) When it is necessary for the Company to discontinue an employee Apprenticeship Program, due to shortage of work, the parties will discuss the matter in an attempt to place such an employee in a continuing Apprenticeship Program.
- h) production employees who have become skilled trades Apprentices shall have their production seniority protected during their period of apprenticeship and if returned to production during this period, such return will be in accordance with the Surplus provisions in Appendices "A" - "E".

32.19 The Company will continue to provide wearing apparel that is presently being provided to skilled trades employees.

R 32.20 The Company will provide the trades committee person with a copy of the qualifications at least one (1) full working day prior to commencing work, of all trades personnel hired after the date of ratification. Skilled trades applicants must satisfy the qualifications in Article 32.6, and these qualifications will be reviewed with the trades committee person.

32.21 Not later than February 28 of each year, the Company will advise skilled trades employees who will be required to work during the Standard Vacation shutdown. Skilled

trades employees who are required to work during the vacation period may make **alternate vacation** arrangements. **Should** a variation of workload make changes necessary, discussions between management and the employees affected will be held to work out **other** satisfactory arrangements.

- R 32.22 Unless unobtainable from the Manufacturer/Supplier, service and training manuals **will** be made available, for **the** use of all skilled trades employees when required for the performance of their regular duties.

ARTICLE 33 - JOB EVALUATION

- 33.1 **The** classification of jobs covered by this Agreement shall be in accordance with the Company's Job Evaluation Plan.
- 33.2 An employee, upon request, will be allowed to review with his immediate supervisor the Job Description of the job to which he is assigned.
- 33.3 **In** the event that a change in grade results from the re-evaluation of a **job**, an employee assigned to such job may lodge a **complaint** in accordance with Article 13.
- 33.4 **In** the event of a claim by an employee that his Job Description does not reflect his assignment, he may discuss **that** matter with his immediate supervisor. The employee involved and his **Committeeperson** will **be** given the **opportunity** to review the job description. If the matter is not satisfactorily resolved it **shall** be considered a **grievance** upon referral to the First Step of Article 13.
- 33.5 A **copy** of the Company's Job Evaluation Plan will be issued to the Plant Committee Chairperson.
- 33.6 **The** Company agrees to supply the Plant **Committee** Chairperson with a copy of **the job** descriptions **authorized for use** at the Plant.

- 33.7 Prior to posting new jobs the Company will supply job descriptions to the plant Chairperson.
- 33.8 The Company agrees to advise the Local Union in writing thirty (30) days in advance of grade changes to existing jobs.
- 33.9 The Company agrees to supply the Plant Committee Chairperson with point scores and substantiation data associated with any job evaluated or reevaluated during the term of this Agreement.
- This information will be provided within 30 days of the evaluation.
- 33.10 With respect to the evaluation and grading process, any changes in job description or any new jobs will be discussed with the Committee person and the employee before the job description is released to the Job Evaluation Committee.
- 33.11 Any employee whose job is downgraded as a result of changes to his current job will have his rate maintained provided he remains on that job.

ARTICLE 34 - MINIMUM COMPENSATION

- 34.1 When an employee is called during his off-time to report for a work assignment outside his standard daily or weekly work schedule, it shall be considered a 'called-in emergency. However, when an employee is requested to remain late on a day on which he has reported for work or when prior to leaving work an employee is requested to report for work on a subsequent day at either his standard or non-standard starting time, it shall not be considered a 'called-in' emergency.
- 34.2 When an employee is required to make extra trips from his residence to place of work and return as a result of a 'called-in' emergency, he shall be paid for two (2) hours' travelling time at straight time rates and shall receive overtime for any

460-1

time worked, or a **minimum** of four hours' pay at the employee's base day rate **whichever** is greater. When an employee **having** worked on the preceding regular **day** shift is called in to **work** within the third shift on an emergency basis, he shall receive double time for **all** time worked in addition to two (2) hours' travelling time.

34.3 When the 'called-in' emergency does not require extra trips but does involve repotting earlier than the **starting** time of his standard daily work schedule, one (1) hour travelling time shall be paid and the employee **shall** receive overtime for time worked prior to his **standard** starting time.

46-04

34.4 Any employee who reports for work as usual, and is sent **home because no work is available shall be paid the equivalent of four (4) hours'** work at his day work rate providing **such lack of work is not caused by power failure, or any other event beyond the control of the Company.**

34.5 Any employee required to work on **Inventory on a Saturday, Sunday, or Plant Holiday, will** be guaranteed four (4) hours of work.

34.6 When an employee is requested to work overtime (two hours or more) **and reports for such overtime** but, **through no** fault of the employee, is sent home prior to the completion of overtime hours requested, he shall **be paid two (2) hours'** travelling time at straight time rates or overtime for **hours worked at the appropriate overtime rate, whichever is greater.**

34.7 When an employee is required to travel more than 40 Km away from his **home** plant on a work related assignment, he will be paid up to a maximum of eight (8) hours travel time at straight time rates for the time spent **travelling** at the **Company's request between the hours of 8:00 A.M. to 12:00 Noon, 1:00 P.M. to 5:00 P.M. and 6:00 P.M. to 12:00 Midnight. Whenever possible,** travel time will be scheduled during working hours.

ARTICLE 35 - COST OF LIVING ALLOWANCE

- R 35.1 The Statistics Canada January 1991 Consumer Price Index (1986 base) published in February 1991 (125.0) will be the base for all calculations of the Cost of Living Allowance.
- R 35.2 The amount of the Cost of Living Allowance will be calculated on changes, upward or downward, in the Consumer Price Index (1986).

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CPI Index For The <u>Month of</u>	Published In (and) Payable In The First Pay Period <u>Thereafter</u>	COLA Formula
1991 April July	May Aug.	\$0.01 for each .091 change in the CPI. (1986 Base)
1991 Oct. 1992 Jan.	Nov. Feb.	\$0.01 for each .087 change in the CPI. (1986 Base)
1992 Apr. July Oct.	May Aug. Nov.	
1993 Jan.	Feb.	
1993 Apr. July Oct.	May Aug. Nov.	
1994 Jan.	Feb.	

- The Adjusted Cost of Living Allowance will be paid from the beginning of the pay period following publication of the index.
- In no event will a decline in the Consumer Price Index (1986) below the base figure (125.0) result in a reduction in the negotiated wage scales.

- No change, retroactive or otherwise, will **be made** due to any revision in **any published Statistics Canada Consumer Price Index figures**.

R 35.3 **The Cost of Living Allowance payable during the life of the contract shall accrue as follows:**

For the **period** up to and including July 1991

Statistics Canada - CPI Base Figure (1986)

Calculation Table
Up to and Including:

125.0	=	0
125.091	=	\$0.01
125.182	=	\$0.02
125.273	=	\$0.03
125.364	=	\$0.04
125.455	=	\$0.05
125.546	=	\$0.06
125.637	=	\$0.07

and so forth.

R 35.4 Applies to London, Kingston, **Belleville** and Saint John

(A) A portion of **the Cost** of Living Allowance (**\$2.01** of **\$2.11**) payable under the prior Agreement has been folded into all wage schedules in Article 38 as follows:

- 1) Effective February 25, 1991, \$0.71 of the \$2.11 has **been** folded into all schedule rates and the remaining \$1.40 per hour shall **con-**
tinue to be paid in addition to wage rates.
- 2) Effective February 24, 1992, an additional \$0.65 of the \$2.11 has been folded in all

schedule rates and the remaining 0.75 per hour shall continue to be paid in addition to wage rates.

- 3) Effective February 22, 1993, an additional \$0.65 of the \$2.11 has been folded into all schedule rates and the remaining 0.10 per hour shall continue to be paid in addition to wage rates.

(B) Continuation of the allowance is dependent upon the availability of the official monthly Statistics Canada Consumer Price Index (1986 Base).

R 35.5 Applies to Brampton only.

(A) A portion of the Cost of Living Allowance (\$2.01 of \$2.07) payable under the prior Agreement has been folded into all wage schedules in Article 38 as follows:

- 1) Effective February 25, 1991, \$0.71 of the \$2.07 has been folded into all schedule rates and the remaining \$1.36 per hour shall continue to be paid in addition to wage rates.
- 2) Effective February 24, 1992, an additional \$0.65 of the \$2.07 has been folded into all schedule rates and the remaining \$0.71 per hour shall continue to be paid in addition to wage rates.
- 3) Effective February 22, 1993, an additional \$0.65 of the \$2.07 has been folded into all schedule rates and the remaining \$0.06 per hour shall continue to be paid in addition to wage rates.

(B) Continuation of the allowance is dependent upon the availability of the official monthly Statistics Canada Consumer Price Index (1986 Base).

ARTICLE 36 - VACATIONS

36.1 Employees will become eligible for vacations with pay each year based on their service with the Company as of June 30th of the current year, as follows:

One (1) full calendar month but less than two (2) full calendar months	= 1 day
Two (2) full calendar months but less than three (3) full calendar months	= 2 days
Three (3) full calendar months but less than four (4) full calendar months	= 3 days
Four (4) full calendar months but less than five (5) full calendar months	= 4 days
Five (5) full calendar months but less than six (6) full calendar months	= 5 days
Six (6) full calendar months but less than seven (7) full calendar months	= 6 days
Seven (7) full calendar months but less than eight (8) full calendar months	= 7 days
Eight (8) full calendar months but less than nine (9) full calendar months	= 8 days
Nine (9) full calendar months but less than ten (10) full calendar months	= 9 days
Ten (10) full calendar months but less than eleven (11) full calendar months	= 10 days

- 52
- 36.2 After service of ten (10) months but less than three (3) years - two (2) weeks.
- 36.3 After service of three (3) years but less than ten (10) years three (3) weeks.
- 36.4 After service of ten (10) years but less than nineteen (19) years - four (4) weeks.
- 36.5 After service of nineteen (19) years but less than twenty-nine (29) years - five (5) weeks.
- 36.6 After service of twenty-nine (29) years - six (6) weeks.
- 36.7 Employees who complete service of: three (3) years, ten (10) years, nineteen (19) years, twenty-nine (29) years, after June 30th in the calendar year shall be entitled to vacations in accordance with Article 36.3, 36.4, 36.5 and 36.6.
- 36.8 When a weekly or monthly rated employee is transferred to an hourly rate, the vacation period shall be based on his status as of June 30th in the current year.
- 36.9 When an employee has been absent without pay for an accumulated period in excess of sixty (60) days, his vacation shall be reduced in such year in accordance with the following table for each thirty (30) days absence in excess of sixty (60) days.

<u>Service</u>	Reduction in Vacation <u>Credit</u>
Ten (10) months but less than four (4) years in 1985	1 day
Ten (10) months but less than three (3) years in 1986	1 day
Four (4) years but less than ten (10) years in 1985	1 1/2 days
Three (3) years but less than ten (10) years in 1986	1 1/2 days
Ten (10) years but less than nineteen (19) years	2 days
Nineteen (19) years but less than twenty-nine (29) years	2 1/2 days
Twenty-nine (29) years and over	3 days

- 36.10 Vacation pay under this section for employees **with** less than one (1) year of service shall be computed on the basis of eight (8) hours at the employee's rate for each one (1) day of **vacation**.
- 36.11 Employees who receive one or **more weeks** vacation under section 36.2 shall be paid on the basis of two (2) percent of earnings or forty (40) hours at their rate, whichever is greater, for the first two weeks of vacation to which they are entitled.
- Employees who receive **vacation** in excess of two weeks under sections 36.3, 36.4, 36.5 and 36.6 shall be paid on the basis of forty (40) hours at their rate for each week of vacation after the second week.
- 36.12 Vacations shall not be accumulative and shall be completed by May 31st of the following year.
- 36.3 Vacation pay shall be based on the employee's **regular** rate in effect at the time of going on vacation.

ARTICLE 37 - EMPLOYERS DISPLACED THROUGH TECHNOLOGICAL CHANGE

37. Technological **change** means the **introduction** by the Company of manufacturing equipment different in **nature or type** from that **previously utilized** by the Company or of substantial modifications to present manufacturing equipment. Where any of the above changes have the predictable result of:
- (i) displacing 10 or more employees, or
 - (ii) changing the jobs of 10 or more employees by establishing a different labour grade.

The Company will notify the Union as soon as planning is sufficiently advanced for definitive proposals to be tabled

and to up-date the information provided as new developments arise and modifications are made. At such time meetings will be **arranged to** discuss the situation and to provide pertinent data including:

- (i) the nature of change;
- (ii) the approximate date **on** which **the** Company proposes to effect the change;
- (iii) the approximate number, type and location of **employees** likely to **be** affected by the change;
- (iv) the effects the change may be **expected** to have **on** the employees affected.

227-1
37.2 Employees on **jobs affected** shall **have** their rates **main-**
tained for twelve (12) months. **Employees with five (5)**
years or more Continuous Service (C.S.) will have their rates maintained for twelve (12) months or the life of the agreement, whichever is greater.

37.3 Employees **on** jobs affected will **be** allowed to post laterally or down without restriction (subject to the requirements of job posting articles as described in the **appendices**). If they **are the senior applicant they will be awarded the posting and** will receive the necessary training to do the job. Training in **this** case means the training that is **normally** given on the job to which they are posting as well as training and **experience** at lower graded jobs if necessary. **When** such training or **experience** is required the movement **through the lower grades shall be** based on the **employee(s) meeting the** normal requirements of the job(s). I)

The employee may be retained on his former job until the change is made.

When training **and/or experience** is **required** at lower graded jobs, the Company may assign an employee to **perform** the

duties of the actual job to which the displaced employee is posting, for the duration of such training in order to maintain production.

Assignment to temporary job will not affect employees' posting rights.

500

ARTICLE 38 - WAGE SCHEDULES

WAGE SCHEDULES - NON SUPERVISORY HOURLY RATED EMPLOYEES

LONDON WORKS

Grade	Effective February 25, 1991	Effective February 24, 1992	Effective February 22, 1993
23	16.63	17.58	18.53
24	17.04	17.99	18.94
25	17.18	18.13	19.08
26	17.48	18.48	19.48
27	18.00	19.00	20.00
28	18.18	19.48	20.28

Base

WAGE SCHEDULES • NON SUPERVISORY SKILLED TRADES RATED
EMPLOYEES

LONDON WORKS

	<u>Effective</u> <u>February 25, 1991</u>	<u>Effective</u> <u>February 24, 1992</u>	<u>Effective</u> <u>February 22, 1993</u>
Trade Rate	21.37	22.72	23.97

C.A.W. #27, #1837, #1839, #1905, #1915

TRAINEE PROGRESSION SCHEDULE

LONDON WORKS

Effective: February 25, 1991

<u>Grade</u>	<u>Start</u>	<u>4</u>	<u>12</u>	<u>18</u>	<u>24</u>	<u>30</u>	<u>36</u>	<u>42</u>
TT3	17.00	17.04	17.08	-	-	-	-	-
TT4				17.55	17.59	-	-	-
TT5						17.69	17.73	-
TT6								17.83

TRAINEE PROGRESSION SCHEDULE

LONDON WORKS

Effective: February 24, 1992

Grade	Start	6	12	18	24	30	36	42
TT3	17.95	17.99	18.03	-	-	-	-	-
TT4	-	-	-	18.55	18.59	-	-	-
TT5	-	-	-	-	-	18.69	18.73	-
TT6	-	-	-	-	-	-	-	18.83

TRAINEE PROGRESSION SCHEDULE

LONDON WORKS

Effective: February 22, 1993

Grade	Start	6	12	18	24	30	36	42
TT3	18.90	18.94	18.98	-	-	-	-	-
TT4	-	-	-	19.55	19.59	-	-	-
TT5	-	-	-	-	-	19.69	19.73	-
TT6	-	-	-	-	-	-	-	19.83

WAGE SCHEDULES - NON SUPERVISORY
HOURLY RATED EMPLOYEES

BELLEVILLE WORKS

<u>Grade</u>	<u>Effective</u> <u>February 25, 1991</u>	<u>Effective</u> <u>February 24, 1992</u>	<u>Effective</u> <u>February 22, 1993</u>
23	16.26	17.21	18.16
24	16.68	17.63	18.58
25	16.86	17.81	18.76
26	17.19	18.19	19.19
27	17.78	18.78	19.78
28	18.04	19.09	20.14
29	18.18	19.23	20.28
30	18.28	19.33	20.38

WAGE SCHEDULES - NON SUPERVISORY SKILLED TRADES RATED EMPLOYEES

BELLEVILLE WORKS

Effective	Effective	Effective
February 25, 1991	February 24, 1992	February 22, 1993
20.97	22.32	23.57
Trade Rate		

TRAINEE PROGRESSION SCHEDULE

BELLEVILLE WORKS

Effective: February 24, 1992

<u>Grade</u>	<u>Start</u>	<u>6</u>	<u>12</u>	<u>18</u>	<u>24</u>	<u>30</u>	<u>36</u>	<u>42</u>
TT3	17.29	17.46	17.56	-	-	-	-	-
TT4	-	-	-	18.05	18.14	-	-	-
TT5	-	-	-	-	-	18.23	18.32	-
TT6	-	-	-	-	-	-	-	18.35

TRAINEE PROGRESSION SCHEDULE

BELLEVILLE WORKS

Effective: February 22, 1993

Grade	Start	<u>6</u>	<u>12</u>	<u>18</u>	<u>24</u>	<u>30</u>	<u>36</u>	<u>42</u>
TT3	18.24	18.41	18.51	-	-	-	-	-
TT4	-	-	-	19.05	19.14	-	-	-
TT5	-	-	-	-	-	19.23	19.32	-
TT6	-	-	-	-	-	-	-	19.35

WAGE SCHEDULES • NON SUPERVISORY HOURLY
RATED EMPLOYEES

KINGSTON WORKS

<u>Grade</u>	Effective <u>February 25, 1991</u>	Effective <u>February 24, 1992</u>	Effective <u>February 22, 1993</u>
23	16.21	17.16	18.11
24	16.63	17.58	18.53
25	16.85	17.80	18.75
26	17.23	18.23	19.23
27	17.80	18.80	19.80

WAGE SCHEDULES - NON SUPERVISORY SKILLED TRADES RATED EMPLOYEES

KINGSTON WORKS

	Effective February 25, 1991	Effective February 24, 1992	Effective February 22, 1993
Trade Rate	21.02	22.37	23.62

TRAINEE PROGRESSION SCHEDULE

KINGSTON WORKS

Effective: February **25, 1991**

<u>Grade</u>	<u>Start</u>	<u>6</u>	<u>12</u>	<u>18</u>	<u>24</u>	<u>30</u>	<u>36</u>	<u>42</u>
TT3	16.50	16.56	16.62	-			-	
TT4				17.08	17.14		-	
TT5						17.20	17.26	
TT6							-	17.32

TRAINEE PROGRESSION SCHEDULE

KINGSTON WORKS

Effective: February 24, 1992

<u>Grade</u>	<u>Start</u>	<u>6</u>	<u>12</u>	<u>18</u>	<u>24</u>	<u>30</u>	<u>36</u>	<u>42</u>
TT3	17.45	17.51	17.57			-		
TT4				18.08	18.14	-		
TT5						18.20	18.26	
TT6						-		18.32

TRAINEE PROGRESSION SCHEDULE

KINGSTON WORKS

Effective: February 22, 1993

Grade	Start	6	12	18	24	30	36	42
TT3	18.40	18.46	18.52	-	-	-	-	-
TT4	-	-	-	19.08	19.14	-	-	-
TT5	-	-	-	-	-	19.20	19.26	-
TT6	-	-	-	-	-	-	-	19.32

WAGE SCHEDULES - NON SUPERVISORY HOURLY RATED EMPLOYEES

SAINT JOHN

<u>Grade</u>	<u>Effective</u> <u>February 25, 1991</u>	<u>Effective</u> <u>February 24, 1992</u>	<u>Effective</u> <u>February 22, 1993</u>
JN2	15.54	16.49	17.44
JN3	15.72	16.67	17.62
JN4	16.14	17.09	18.04
JN5	16.32	17.27	18.22
JN6	16.65	17.65	18.65
JN7	17.24	18.24	19.24

**WAGE SCHEDULES - NON SUPERVISORY HOURLY
RATED EMPLOYEES****BRAMPTON**

Grade	Effective February 25, 1991	Effective February 24, 1992	Effective February 22, 1993
3	16.45	17.40	18.35
4	16.91	17.86	18.81
5	17.10	18.05	19.00
6	17.47	18.47	19.47
7	18.05	19.05	20.05
8	18.31	19.36	20.41
9	18.51	19.56	20.61
15T*	21.58	22.93	24.18

*(Complex Testers + Test Set Maintenance)

WAGE SCHEDULES - NON SUPERVISORY SKILLED
TRADES RATED EMPLOYEES

BRAMPTON

	Effective <u>February 25, 1991</u>	Effective <u>February 24, 1992</u>	Effective <u>February 22, 1993</u>
Trade	21.58	22.93	24.18
<u>Apprentice</u>			
TT3	16.90	17.85	18.80
TT4	17.46	18.46	19.46
TT5	17.65	18.65	19.65
TT6	17.92	18.92	19.92



- 39.1 This Agreement shall ~~become effective on the 25th day of February 1991~~ and shall remain in full force and effect up to ~~and including February the 25th, 1994.~~ The terms of this Agreement, ~~except its duration,~~ may be changed or amended by mutual consent of the parties hereto, such changes or amendments shall take the form of appendices to the original Agreement.
- 39.2 It will remain binding for a further period of twelve (12) months unless either party gives to the other party a written notice of its desire to amend, modify or terminate the Agreement, said notice to be sent not more than ninety (90) days nor less than thirty (30) days prior to the date of termination. Within ten (10) days after such notice is given, a conference should be held for negotiations.
- 39.3 In the event of a written notice of modification or termination having been given by either party, as provided for above, the parties then desiring to negotiate together for a new Agreement, or for a revision of the present Agreement, all the conditions contained in the present Collective Agreement shall be considered as remaining in force during such time as may elapse before it is found that the parties are unable to reach an Agreement or until a new or modified Agreement is completed.
- 39.4 Collective bargaining concerning the modification and/or renewal of this Agreement shall be conducted by the duly authorized bargaining representatives of the Company and the duly authorized bargaining representatives of the Union. The parties to such bargaining shall notify each other of the names of such representatives and of any subsequent changes which may occur.

LETTERS OF UNDERSTANDING

MASTER AGREEMENT

LETTER #1

REFERENCE NON-DISCRIMINATION

RE . ARTICLE 4 • AGE:

For the purposes of clarification, the Union acknowledges that the word 'age' used in this context does not abridge or modify the Company's pension/benefit plans.

LETTER #2

RE - ARTICLE 12 • REPRESENTATION

R The parties agree that the Plant Chairperson at each of the following locations, London, Belleville, Kingston and Brampton, will, for the life of the Agreement, be full time.

LETTER #3

RE - ARTICLE 12 • REPRESENTATION

Each plant having 750 or more employees may have one full-time benefit plans representative who shall be appointed by the National President CAW.

The National President CAW shall advise the Corporate Industrial Relations staff of the Company in writing of the names of the appointed benefit plans representatives and the plant to which each is assigned. No representative shall function as such until the Company has been so advised.

LETTER #4

RE - ARTICLE 36 • VACATIONS

A. Employees who fall into one of the following categories:

1. Employees who are terminated or who have resigned;

2. Employees on maternity leave of absence;
3. Employees on lay-off;
4. Employees unable to take vacation prior to **May 31st**;

will be accorded vacation pay treatment as shown hereunder:

1. Employees who are terminated or have resigned.

Vacation pay owing at time of termination or resignation will be paid including COLA.

The Company shall have the right to recover any vacation pay paid to an employee under Article **36.7** when such employees qualifying anniversary date falls after the date of resignation or termination.

2. Employees on Maternity Leave of Absence

Employees proceeding on **MLA** may request **vacation** pay in lieu of **vacation** at time of leaving or during the leave after **June 30th** of any year.

Vacation pay, paid in lieu of vacation, will be paid at the regular rate in effect at the time of leaving. Such rate will include COLA.

3. Employees on lay-off

Employees laid off during the vacation year (July 1 to **June 30th**) and are not recalled prior to **June 30th** will be paid vacation pay in lieu of vacation.

An employee who continues on lay-off in the subsequent vacation year (July **1st** to

June 30th) and who is not recalled prior to June 30th of that year will not be entitled to vacation pay in accordance with Article 36 of the Agreement.

4. Employees unable to take vacation prior to May 31st.

43E-1

Employees who do not receive vacation by May 31st of the following year will be paid vacation pay in lieu of vacation.

Employees who are Paid vacation pay will be paid at the regular rate plus COLA, in effect on May 31.

- B. Pay for the purpose of 36.9 shall include WCB, Lay-off Allowance and Maternity Allowance and shall exclude any payment under any long term disability plan.

LETTER #5

RE - EMPLOYEE TRAINING

This letter is to record the intent of the Company to hold periodic Training Review Meetings (at least quarterly) jointly with members appointed by the Union and the Company. These review meetings will be held to discuss current and future training needs, related plans, new training techniques, and other appropriate training topics. The overall purpose of this committee would be to lead to an improved mutual understanding of training requirements as they might apply to each location covered by the Agreement.

LETTER #6

RE - RATE PROTECTION

An employee receiving rate protection will receive, in addition to that protection, the wage improvement expressed in the Contract Settlement based on his former corresponding rate for that grade.

LETTER #7

RE - ARBITRATION

Should the parties still be in dispute following an arbitration decision and one of the parties wishes to appeal the decision to the Courts, each party will pay for their own court cost.

LETTER #8

RE - HEALTH & SAFETY

Further to the considerable discussions that took place during Negotiations on the subject of Health & Safety, the following letter details the Company's continuing commitment to providing a healthy and safe workplace for its employees.

It is recognized by both parties that each plant covered by our Collective Agreement is unique in terms of its particular health and safety requirements. With this in mind, the interests of our employees are best served if programs and procedures are organized locally. It is the intention therefore that efforts in this area are designed and implemented by local management, with input from the local Health & Safety Committee.

Specifically discussed are the local Health & Safety Committees, Company programs, procedures and practices and provisions to ensure that continued attention in this important area take place.

Local Health & Safety Committees

The Company and Union understand and agree that local Health and Safety Committees play a key role in dealing with Health and Safety issues.

The responsibilities of the Committees may include:

- plant safety tours
- review of industrial hygiene reports
- fatality inspections
- review of environmental test results

- R consultation on Health and Safety training programs
participate in **Health** and **Safety** training programs.
review of injury summaries.
participation in special studies relating to Health and
Safety

Composition of the Health and Safety **Committees**

In order to ensure that Health and Safety Committees are composed of focused, well trained **representatives**, the **Committees** will be kept to a manageable size.

Union Health and Safety Specialist/Certified Representative

- R The Union Health and Safety Specialist/Certified Representative shall spend the time necessary each week to attend to local Health and Safety matters. It is understood that access to C.C.O.H.S. information will be provided as required.
- R The Union Health and **Safety** Specialist/Certified Representative shall be assigned to the Day Shift.
- R The role of the Union Health and Safety Specialist/Certified Representative shall include the following:
- membership on the local Health and Safety Committee
 - provide input and co-operate with the Health and Safety Manager in the resolution of Health and Safety issues
 - input on local Health and Safety Training Programs.
- R It is **recognized** that training may be required for the Union Health and Safety Specialist/Certified Representative in order to achieve **certification** under the Ontario **Occupational Health & Safety Act**. When such certification requirements are established, the training that may be required, together with any time that is necessary will be provided.

Training for Health and Safety Committees

The Company in consultation with the joint NTC/CAW Task Force on Health and Safety Training and local Health and Safety Committees will develop appropriate training programs for Health and Safety Committeemembers. The first program will be delivered by December 1991 and a further program will take place not later than December 1993. These programs will be approximately one week in duration.

Health and Safety Committee members who wish to enroll in other Company approved courses of instruction relating to health and safety shall be eligible to apply for tuition refund for such courses.

Machine Safeguarding

The Company, through its industrial engineering function, will ensure that equipment and machinery is properly safeguarded against injury to employees operating such equipment. Where specific training is required, safe operating instructions will be given to such employees.

Isolated Locations, Confined/Closed-Entry Spaces

The Company undertakes that when such assignments involve what are locally recognized as work situations hazardous to an employee, appropriate precautions will be taken in accordance with safe work practices, including air sampling and ventilation when necessary, provision of necessary protective equipment, communications systems, personnel surveillance arrangements, and, as required, adequate support personnel.

Hazardous Materials

The Company will continue to evaluate hazardous materials before introducing them into the production process. As new substances are designated to be hazardous, the Company will take appropriate action to safeguard employees. The Company will continue its efforts to work with suppliers re the necessity for proper and full identification of hazardous materials.

Noise Abatement

The Company maintains an ongoing effort to address noise concerns. The Company will continue its endeavours at addressing the problem at its source.

Ergonomics

The Company will continue to train appropriate resources in ergonomic principles and their application to our processes.

Health & Safety Training

The Company and the Union recognize that the various plants covered by this Agreement are unique and that employee interests are served best with educational programs specific to the individual needs of each plant. Local management, in conjunction with the local Health & Safety Committee in each location therefore will undertake to assess the need for training in such areas as new employee orientation, local Health and Safety Committee training, safety talks, skilled trades and apprentice training, hazardous material control and designated substances.

Core training programs available to all locations will be identified by the joint NTC/CAW Task Force on Health and Safety Training. This Task Force shall be composed of three (3) CAW representatives and three (3) Company representatives.

- R Where there is agreement between the Director, Industrial Relations and the CAW Health and Safety Director, the NTC/CAW Task Force on Health and Safety Training may meet periodically to discuss Health and Safety related issues which have been suggested by the local Health and Safety Committees.

N Annual Day of Mourning

The Company and the Union recognize the importance of employee awareness in the promotion of Health and Safety.

To that end, it is agreed that once per year on an agreed date, a minute of silence will be observed at 10:00 a.m., as far as is practicable. The purpose of the observance will be to remember workers who have died or have been injured in the workplace, and to reflect on the importance of safe practices and the promotion of health.

LETTER #9

RE • SUBSTANCE ABUSE

Substance abuse is recognized to be a serious medical and social problem that can affect employees, The Company and the Union have a strong interest in encouraging early treatment and assisting employees towards full rehabilitation.

The Company realizes the importance of a co-operative effort between its management and the union committees in this regard. It is appropriate for the CAW and the Company to review and discuss such problems, with a view to providing assistance to addicted employees, consistent with their attitudes towards the problem.

Such assistance includes, but is not necessarily limited to, identification of the problem at the earliest stages, motivating the individual to obtain help, referral of the individual to appropriate treatment and rehabilitation facilities, and a continuing education of management and union representatives alike to recognize and deal constructively with such problems as they arise.

21-1

The Company will pay Sickness and Accident benefits for employees who are undergoing a prescribed rehabilitation process in accordance with the Sickness and Accident Plan.

LETTER #10

RE - PAID EDUCATION LEAVE (P.E.L.)

R The Company agrees to pay into a special fund two cents (\$0.02) per hour per employee for all hours paid for the purpose of providing paid education leave. Said paid education leave will be for the

62 D-1

purpose of upgrading the employee's skills in all aspects of Trade Union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, **CAW** and sent by the Company to the Paid Education Leave Program, P.O. Box 897, Port Elgin, Ontario, **NOH 2C0**.

The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence with pay for twenty (20) days of class time, plus travel time where necessary. * said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on paid leave of absence will continue to accrue seniority and benefits during such leave.

Leaves of absence referred to above will be granted providing other employees in the bargaining unit are available and qualified to perform the job being vacated because of the leave.

The Union will, on an annual basis, provide the Company with an audited report on P.E.L. trust fund disbursement of monies received from the Company.

* The Union will reimburse the Company for such payments.

LETTER #11

RE - HIRING PREFERENCE

Employees who are on layoff and eligible for recall, shall be afforded hiring preference at other Company locations covered by this Collective Labour Agreement.

In order to be eligible, such employees must make an application in writing to the hiring location. Applications will be made available at the location from which the employee was laid off.

Existing local hiring practices will prevail. The Company retains the

right to make the final selection.

Employees hired as above will receive credit for continuous service (C.S.) based on Company bridging rules, and will have date of entry seniority (L.S.) into the new bargaining unit.

LETTER #12

RE . WITHDRAWAL OF VOLUNTARY RESIGNATION

R This letter is to record the Company's agreement to accept withdrawal of a resignation if that withdrawal is received, in writing, within three (3) working days of the date of the notice of resignation, and if exceptional conditions are involved.

R In such cases, the employee must present himself to the Human Resources Department within this three (3) day period for a full discussion of the matter.

LETTER #13

R **RE - ARTICLE 32.10**

This letter will confirm that it was agreed to establish a committee in each of the Company's locations, comprised of three (3) members from the Company, and three (3) members from the Union, and the Company's commitment to continue the operation of these committees.

The committees will decide the frequency of meetings that may be necessary in each location.

The objective of the committee will be to identify in each location the training priorities, the essential skill needs, the knowledge requirements, and how such issues will be addressed over the life of the Agreement for each skill group within the trades organization.

LETTER #14

RE . ARTICLE 32.13

It is the intent of Northern **Telecom** to perform **production** maintenance work with its own employees, provided it has the manpower, skills, equipment and facilities to do so and can do the work competitively in quality, cost and performance and within the projected time limits. At times the Company **may not** deem it advisable doing the work itself, and it must, as in **the past**, reserve to itself the right to decide whether it will do any particular work or let the work to outside contractors. This letter **is not** to be regarded as unpairing that **right** in any way, **but** rather to **clarify** Article 32.13.

The discussion alluded to in **Article 32.13** will entail the nature, scope, and approximate dates of **the work** to be performed and the reason or reasons why management **is contemplating** contracting out the work.

Where time and circumstances **permit**, **local** management will hold these discussions prior to letting out the contract.

In no event shall any trades employee who customarily **performs** the work in question be laid off as a direct and immediate result of work being performed by any outside contractor at the plant premises.

LETTER # 15

N

EMPLOYEE REHABILITATION

The Company and the Union acknowledge their joint responsibility to ensure that employees who are disabled as a **result** of illness or injury are given every available opportunity to participate in rehabilitation programs, including rehabilitative employment.

To facilitate the program outlined below, a joint **committee** shall be **formed at each location, membership to consist** of one representative from the Company and at least one representative from **the** Union together with such others as deemed appropriate.

The Company and the Union will **cooperate** in identifying rehabilitation opportunities in each location, and assisting employees in a successful integration into the workplace.

It is agreed that when opportunities for rehabilitation become apparent, the employee and/or his personal physician will be advised of these opportunities. The employee and his/her physician will then assess whether the employee should take part in the particular opportunity.

Should the employee and his/her physician decide that the opportunity should be taken, the employee and his physician will work together with appropriate health professionals along with such other resources as may be necessary, to design a personalized rehabilitation program.

If a rehabilitation program does not involve rehabilitative employment, the current conditions for continued S&A or LTD shall be applicable. If a rehabilitation program involves rehabilitative employment, the employee will continue to draw Sickness and Accident (S&A) or Long Term Disability (LTD) Benefits, as the case may be. Earnings from such employment will be paid in addition to S&A or LTD benefits up to a level equal to 100% of the base rate plus COLA which the employee would have earned had he been at work on a full-time basis. If income from all sources exceed such levels, then S&A or LTD benefits will be reduced by the amount of income that exceed such 100% level.

Those employees receiving LTD Benefits and participating in a Rehabilitation Program which entails receipt of rehabilitation earnings from rehabilitative employment will accrue vacation in connection with their rehabilitation earnings on the following basis:

Less than three years service	4% of earnings from hours worked
Three (3) to ten (10) years service	6% of earnings from hours worked
Ten (10) to nineteen (19) years service	8% of earnings from hours worked
Nineteen (19) to Twenty-nine (29) years service	10% of earnings from hours worked
Twenty-nine (29) years service and above	12% of earnings from hours worked

Should problems arise during the administration of the aforementioned

tioned Rehabilitation Program, the parties will meet to discuss and resolve the problems. This meeting will take place between the Assistant Vice President, Human Resources, Canada and the CAW National Secretary Treasurer. The meeting will take place within a reasonable time of being requested.

LETTER #16

RE - SOCIAL JUSTICE FUND

During the current negotiations the parties discussed the Union plan to establish a Social Justice Fund for the purpose of providing financial assistance to such entities as food banks, registered Canadian charities, and international relief measures to assist the innocent victims of droughts, famines and other dislocations.

In recognition of the Union objective to establish a Social Justice Fund and subject to the conditions set forth in the following points (1) to (5), the Company will make quarterly contributions to the said fund equal to one cent (1¢) for each straight time hour worked.

The following conditions are applicable:

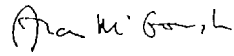
- (1) The Union incorporates the fund as a non-profit corporation under the Canada Corporations Act and ensures that all necessary steps are taken to maintain the corporation in proper legal standing and that all requirements of the Act are met;
- (2) The Union registers the non-profit corporation as a charity under the Income Tax Act of Canada and maintains the registration in good standing;
- (3) The Union obtains and maintains a favourable Income Tax Ruling from the Federal Department of National Revenue that all contributions which the Company makes to the non-profit corporation are tax deductible;
- (4) The objects, by-laws and resolutions of this mat-profit

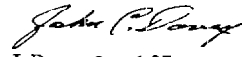
corporation should limit it to making the following types of financial contributions:

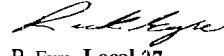
- a) Contributions to other Canadian non-partisan charities that are registered under the Income Tax Act.
 - b) Contributions to nonpartisan international relief efforts that are recognized by the Canadian International Development Agency (C.I.D.A.), or any successor body that performs like functions.
 - c) Contributions to any Canadian or international non-partisan relief efforts to which other Canadian registered charities, registered under the Income Tax Act, are also making financial contributions.
 - d) Contributions to any non-governmental and nonpartisan development group recognized by the C.I.D.A. and registered as a charity under the Income Tax Act.
- (5) The Union provides the Company with the annual audited financial statements and summaries of each year's donations made by the nonprofit corporation.


It is agreed by the parties that the Company shall be under no obligation to begin making the quarterly contributions set forth above until such time as the Union provides documentation to establish, to the Company's satisfaction, that the requirements of points (1) to (5) above have been, and are continuing to be met. Upon the Union providing this documentation to the Company, at the next quarterly contribution date, will make that contribution and all previously unpaid quarterly contributions to the fund's non-profit corporation. Thereafter the Company will pay each subsequent quarterly contribution as set forth above, as long as the requirements of points (1) to (5) above continue to be met.

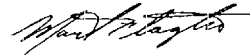
FOR THE CAW



A. McGough, Local 27

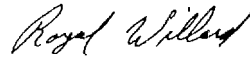

J. Davcy, Local 27


R. Eyre, Local 27


G. Anderson, Local 1839



M. Flagler, Local 1839



D. Carroll, Local 1837

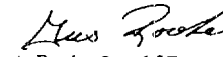

R. Willard, Local 1837


D. Clark, Local 1915



M. Cam, Local 1915



D. Monk, Local 1915


S. Teale, Local 27

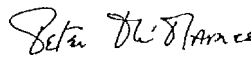

A. Rooke, Local 27


G. Pope, Local 1839

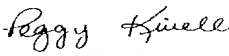

C. Clement, Local 1839

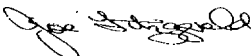

M. Renaud, Local 1837

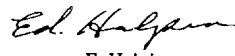

E. Carr, Local 1837


P. McNamee, Local 1905


V. Robson, Local 1915

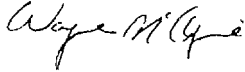


P. Kivell, Local 1915


J. Fitzgerald, Local 1915


E. Halpin
National Representative

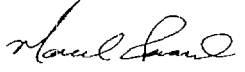
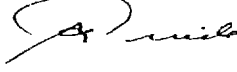
DATE: May 8, 1991

FOR THE COMPANY

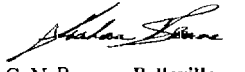

W. McAlpine, London

J.S. Martin, Saint John

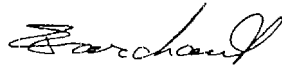
M. Picard, Kingston

A. Priede, Bramalea

G. N. Browne, Belleville

J.S. Martin,
Industrial Relations Department



J.R. Marchant,
Industrial Relations Department

DATE: May 8, 1991

Shampton Works Ltd
Local

APPENDIX "A" LONDON WORKS

ARTICLE 1 • RECOGNITION

1.1 The Company **recognizes** the Union as the exclusive bargaining agency of all employees of Northern Telecom Canada Limited at its "London Works", London, save and except managers, persons **above** the rank of managers, members of the Medical **Department**, office employees, security guards, persons covered by subsisting Collective Agreement between the Canadian Union of Operating Engineers and Northern **Telecom** Canada Limited.

The Company will **recognize the** Union as the exclusive bargaining agency for employees of **Northern Telecom** Canada Limited, employed at local locations in London, when such local locations are used as an extension of "London Works".

ARTICLE 2 • JOB POSTING

2.1 The Company will **post vacancies** (other than the exceptions listed in 2.1 a below) for a period of three (3) working days. Any employee actively at work may apply in writing on the prescribed form.

- a) when the vacancies are filled:
 - 1. in accordance with Article 7 Appendix "A" - Surplus & Fluctuations.
 - 2. by an employee who becomes medically unfit and unable to perform the job to which he or she is assigned.

b) Temporary Vacancies:

Vacancies, which the Company must fill and which are a result of a temporary absence in excess of 30

days but less than one (1) year, will be Posted. Such vacancies will be identified as temporary and the reason stated. The reasons for which this procedure applies are:

- 1) Maternity/Adoption Leave of Absence
- 2) Personal Leave of Absence
- 3) Sickness/Accident Absence
- 4) Medical Restrictions

The temporary designation shall only apply to the original jobvacancy and the job vacancy resulting from the move of the replacement to the original vacancy. Any subsequent postings in the chain of moves will be permanent.

R When a temporary posting is discontinued as a result of an employee returning to his permanent job, the one (1) year period elapsing, or a surplus condition occurring in the analysis number and department, employees having the temporary posting designation will return to the analysis number they previously held, displacing the employee who posted for the associated temporary posting.

In the event no temporary position exists, the returning employee will, if necessary, displace the most junior employee in the analysis number and department, providing he has sufficient Local Seniority (L.S.). Lacking such seniority, the returning employee shall have bumping rights as per Article 7 Appendix "A".

An employee who has posted to a temporary vacancy will not be bumped from such vacancy, except to proceed to lay off. In such a case, the temporary vacancy designation will be assumed by the senior qualified employee who displaces the employee proceeding to lay off.

Temporary vacancies shall not last in excess of fifty-two (52) weeks. When this time period expires, the vacancy shall be filled on a permanent basis.

Records of employees, selected to fill temporary vacancies, will reflect the appropriate analysis number which will then be used in future application of Articles 2 and 7 of Appendix "A".

An employee filling a temporary vacancy shall not be restricted from applying for a lateral transfer or downgrade to a permanent job. An employee who laterals or downgrades to a temporary vacancy will not be considered to have used any of his rights to a lateral or downgrade to a permanent vacancy as set out in clause 2.3.

Employees who post to a temporary vacancy, are restricted from posting to another temporary vacancy for the duration of the original temporary vacancy.

- 2.2 a) When temporary or permanent vacancies occur in Grade 25 or above, the vacancies shall be filled on the basis of seniority from among those who apply, except where Company records indicate that the senior applicant does not have the required skills and experience to do the job in the normal familiarization period for such job.

Should no applicant have the required skills and experience, the Company will select an employee to be trained on the basis of seniority from among those who apply, provided that such unqualified applicant will be restricted from posting from such job until he has completed a period of one (1) year on such job, and providing also that on-the-job training is practical for the job and/or the employee involved.

- R b) When temporary or permanent vacancies occur in Grades 23 and 24, the Company will select on the basis of seniority from among those who apply.
- c) Employees who are moved from their jobs due to shortage of work may indicate their desire to return to said jobs by applying as per paragraph 2.1 above.

In **such** instances the job will be **filled** by the senior applicant from **among those** who previously held the job. Failure of an employee to post to **return** to former job while actively at work will result in loss of job ownership. **Further, an** employee **cannot** post for a vacancy which the employee has created.

This clause **does** not apply to employees returning from lay-off, except **that**, if an employee has rate **protection, he will have job ownership to the analysis** number from which the rate **protection** arose.

- R d) The Company may select an employee to **fill** the job vacancy during the posting **period** or until such time as the job is permanently **filled**, without regard for the bidding procedure **outlined** in a) through c) above. Such **time** is not to exceed fifteen (15) working days, at which time the successful applicant will be moved.
- e) Employees who successfully post, in accordance with **Article 2.2(a) or (b) above, from one department** to another, will be restricted from posting to another for a period of six (6) months from the date of selection. Such restriction shall not apply to employees who post to return to **former** job, or to employees who are displaced from the department where the **restriction** applies.
- 2.3 a) When the vacancy is **filled** by an applicant From the same or a higher **grade** than **that** of the vacancy, only one such transfer or downgrade will be allowed in any chain of moves associated with the **filling** of the original vacancy.
- R b) **Successful** applicants to a lateral or downgrade will **be permitted a total of three (3) such moves within an eighteen (18) month period.** Application of Article 2.2 (c) is excepted from the eighteen (18) month **restriction**.

- c) If subsequent to invoking 2.3 b), an employee, who as a result of a surplus or bump, is moved to the same or lower grade he will have his lateral or downgrade rights reinstated.
- 2.4 Only those who have applied in writing shall have recourse to the grievance procedure.
- 2.5 A copy of the job vacancy notice will be provided to the Plant Committee Chairperson. The name, number and seniority date of the employee selected to fill the vacancies will be posted on the plant bulletin boards for two (2) working days and a copy of such notice will be provided to the Plant Chairperson.
- 2.6 The Company will not exercise its managerial prerogatives to deny any employee the right to a job solely on the basis of age, sex, marital status or sexual preference.

ARTICLE 3 - HOURS OF WORK

- 3.1 The regular hours of work for day, afternoon and night shifts will be eight (8) hours per shift for five (5) days Monday to Friday with a total of forty (40) hours for the week. This is not to be construed as a guarantee to provide work for any hour, day or week.

The regular hours of work shall be as follows:

Regular Shifts

R 7:00 a.m. to 3:30 p.m.

Multiple Shifts

1st Shift - 7:00 a.m. to 3:30 p.m.
2nd shift - 3:30 p.m. to 12:00 midnight
3rd shift - 11:00 p.m. to 7:00 a.m.

Continuous Shift

1st shift - 7:00 a.m. to 3:00 p.m.
2nd shift - 3:00 p.m. to 11:00 p.m.
3rd shift - 11:00 p.m. to 7:00 a.m.

- R The Company reserves the right to change from time to time the starting and stopping time; it is, however, agreed to consult with the **Union** before putting any such timechanges into effect. Such consultation will include the reasons for the necessary change.
- 3.2 **Where the Company establishes continuous shifts, employees shall be paid for eight (8) hours, providing the machines are not shut down for the purpose of taking a lunch break. Where necessary, a relief man will be provided for a Period of twenty (20) minutes to enable employees to eat.**
- 3.3 **The Payroll week commences at 11:00 p.m. on Sunday, and terminates at 11:00 p.m. on the following Sunday.**
- 3.4 **For employees on the third shift, a plant holiday will be the shift commencing on the day prior to the date of the plant holiday.**
- 3.5 **In special circumstances, when the workload requires that equipment be operated on an overtime basis for an extended period of time, the Company may be required to alter its regular work week to meet peak requirements and overcome production bottlenecks. In such circumstances, the Company will restrict the change to a limited number of employees with overtime rates being paid as per Item 4 below.**

ARTICLE 4 • OVERTIME

- 4.1 **The number of straight time hours in any one shift shall not exceed eight (8) hours.**

4.2 Doubleback Pay

An employee who is required by the Company to perform work on a shift other than his regularly scheduled shift shall receive payment at the rate of time and one-half for **all** such time worked over 8 hours in any continuous **period** of 24 hours.

4.3 Employees shall **be** paid for overtime:

- a) One and one-half times their hourly rate for hours worked in excess of eight (8) but not in excess of twelve (12) hours on any one shift.
- b) **Twice their hourly rate for hours** worked in excess of twelve (12) hours on any **one** shift.

4.4 **Employees** shall **be** paid twice their hourly rate for all hours worked **on** Sunday, except for the period **from** 11:00 p.m. to **midnight** for employees on the third shift which shall be paid straight time.

4.5 Employees shall receive regular holiday pay in addition to double time for all hours worked on a plant holiday.

4.6 **Employees** shall be paid time and **one-half** for hours up to eight (8), and double time for **hours** in excess of eight (8), worked on Saturday, except for the **period** from 11:00 p.m. to midnight for employees on the third shift which shall be paid at double time.

4.7 Employees on the third shift shall be paid time and one-half for the period from 11:00 p.m. to midnight Friday.

4.8 When possible the Company **will** schedule overtime on a voluntary basis. **Except in the case of emergency, employees** may request to be excused **from** working overtime providing such employees have a legitimate reason for being excused. Such legitimate reason shall not be unreasonably

denied and the **Company** agrees that except in cases of emergency, twenty four (24) hours advance notice shall be given to employees who are required to work overtime.

- 4.9 **Every effort will be made** to avoid the necessity for working **employees on plant holidays**. **When it is considered necessary** to schedule plant holiday work, the Union **will be notified as soon** as possible.
- 4.10 The opportunity for overtime work in a department shall be **offered to and equalized among employees normally engaged** on the work insofar as possible. Abnormal conditions which have to be considered in the recording of the **opportunities offered** and their effect on **the equalization** are listed below, together with the manner in which they **will be** treated.
- a) **In the event that insufficient employees are obtained for overtime** on a particular job, the Company will **fill its requirement by offering overtime to employees** outside the job who are capable of performing the work. Overtime **hours** worked by such employees **shall be** recorded for the **purpose** of overtime **equalization**.
 - b) When an employee is on loan for less than one (1) month **to** another department his opportunity to work overtime shall be offered to him by his own **department**. **Equalization** will thus be maintained with employees in home department.
 - c) When an employee is not at work (sick, absent with permission, etc.) **equalization** opportunities **will** be maintained and charged as though the employee was present.
 - d) **Employee permanently transferred or on a temporary posting to another job**. Upon entry into a new job the employee will be charged with the average overtime of those employees already assigned to the job to

which he has been assigned. His opportunity for overtime. **will** be based on this average.

- e) Less than **24** hours notice. Only hours worked **shall** be charged.
 - f) **Equalization** of opportunity for overtime shall be based on hours paid or hours for which the **opportunity** to work were offered.
 - R g) In **the** allocation of overtime, should the **Company** bypass an employee, arrangements **will** be made by the **Company** to offer the equivalent amount of overtime at the next opportunity ^{to} which he would not otherwise **be** entitled to within a period of three **(3)** months from the date of complaint or grievance, or pay him for same.
 - h) **The period** of equalization will **be from** January 1 to December 31st of the calendar year.
- 4.11 In the case of grievance, the **Committee** person may have access to such records as are available in respect to overtime hours.
- 4.12 Overtime records will be posted in each department and will be brought up to date weekly in a consistent manner throughout the plant.
- 4.13 Work scheduled immediately prior to the beginning of an employee's regularly scheduled shift **(except as in a "Called In" emergency as defined in Article 34)** shall be considered overtime and pay treatment for such overtime hours **shall be accorded as per related articles in the Collective Agreement.**

ARTICLE 5 - VACATIONS

The two **(2)** weeks immediately prior to the August Civic Holiday shall **be** the standard vacation period during which the Plant will be shut down insofar as possible.

The Company reserves **the** right to select employees from those eligible for **vacation** to work **during** this period; such **employees** will take their vacation at such other time as may be arranged.

The Company agrees that should it become necessary to schedule work in a given Analysis Number, for the Standard Vacation Period, the opportunity to work such period will **be** given in the order of **seniority** from **among** those employees actively at work within the Analysis Number.

Such employees will take their vacation at such other time as may be arranged.

Employees may schedule vacation **random** days providing:

- 1) their vacation entitlement is in excess of two (2) weeks (10 working days).
- 2) the granting of random days is approved by the employees' manager.

The Company agrees that employees may **take** up to **five** (5) random days in one-half (1/2) day increments.

Note: In no instances will **the** initial two (2) weeks of vacation **be** scheduled as random days as they are required for the annual vacation.

It is agreed that employees actively at work must take **their** vacation.

ARTICLE 6 - SKILLED TRADES

OVERTIME

- 6.1 Notwithstanding Article 4.10 h) APPENDIX "A", only the skilled trades **employee** in any given overtime **equalization** group **with** the lowest overtime opportunity hours will have his overtime record returned to zero (0) as of December 31 of each year. At the same time, all other employees within

the equalization group will have their overtime records reduced by the total amount of the opportunity hours of the lowest hours employee.

- 6.2 When it is determined necessary to continue a killed trades assignment on overtime, the employee who had been assigned to the work during his regular hours of work, will be given the first opportunity for overtime to complete such job.

ARTICLE 7 - SURPLUS & FLUCTUATIONS

SURPLUS

- 7.1 Where it is necessary to decrease the number of employees assigned to an analysis number due to lack of work, employees having the least seniority will be selected for surplus from the analysis number, grade and department affected, provided that the Company shall have the right to maintain an efficient staff.
- 7.2 Such surplus employees shall be transferred laterally, if they have the qualifications, to fill any existing vacancies.
- 7.3 A surplus employee who can not be placed according to clause 7.2 above shall be placed as follows:
- 1) By bumping a junior employee in the same grade assigned to a job the surplus employee is qualified to perform. The junior employee will be displaced from the analysis number and in turn be afforded his rights under 7.2 and 7.3.
 - 2) By filling a vacancy in the next lower grade if the surplus employee is qualified.
 - 3) By bumping the most junior employee with less seniority in the next lower grade assigned to a job the surplus employee is qualified to perform.

Failing placement in accordance with clauses 7.3.2 and 7.3.3 the same procedure will **be** applied to subsequent lower grades **in** descending order.

- 7.4 When assigning; surplus employees to vacancies under 7.2 and 7.3.2, senior surplus employees will be assigned to **dayshift** jobs before junior surplus employees are assigned to such jobs.
- R 7.5 a) In exercising an employee's rights under this **Article**, qualifications **will** not be applied at the grade 23 level.
- b) **Prior to an employee with seniority being laid off**, he will, if qualified, displace an employee with less seniority in a higher grade job. For the **purposes** of bumping up only, qualifications will be waived for grade 24 jobs.
- 7.6 **Employees** who **become** surplus will **be** advised three (3) calendar days prior to being **re-assigned** to a different analysis number. The Union **will** be advised at the same time.
- R 7.7 If within twenty-five (25) working days following the effective date of a surplus a vacancy occurs in the analysis number the employee was surplus **from**, the employee shall have the right to transfer, in lieu of the job posting procedure, and in order of seniority in the event there were other surplus employees, to the vacancy. An employee who refuses such opportunity for **reinstatement** to his **former job** shall lose job ownership rights to that analysis number and will lose rate protection if such rate **protection** would have been lost through the job posting procedure.

FLUCTUATIONS

- 7.8 The following procedure will apply to the **filling** of fluctuations in workload:

- a) In the event of a temporary upgrade, the senior qualified (employee in the analysis number affected will be provided the fit opportunity to move.
- b) In the event of a lateral or a downgrade, the most junior employee qualified in the analysis number affected shall be moved.
- c) Notwithstanding b) above, the Company shall have the right to ~~place the~~ junior experienced employee in the analysis number ~~affected~~ on a lateral or ~~down-~~grade for a period not to exceed ~~fifteen (15)~~ working days, where the ~~learning~~ period makes it impracticable to use inexperienced employees for a short ~~period~~ of time.

R 7.9 In administering temporary upgrades, the Company will process the appropriate paperwork weekly including a departmental summary, when available. Payment will be at the rate of the higher graded job for all hours worked during the preceding pay week in which the temporary upgrade occurred.

7.10 When an employee is moved under 7.8, the Company will notify the Union. If the move is expected to be for up to seven (7) calendar days, notification will be verbal. When ~~the move is expected to be more than seven (7) calendar days~~ but less than ~~thirty (30)~~ calendar days the Company will notify the Union in writing prior to the employee being moved.

LETTERS OF UNDERSTANDING

LONDON

LETTER #1 • ELIGIBILITY ARTICLE 2.3

Employees hired at London Works ~~after the date of ratification of the~~ Collective Labour Agreement may apply for vacancies in accordance with Article 2 Job Posting except:

Employees will **be** precluded **from** applying for vacancies in the same or lower grade and job classification than that held by the employee for a period of twelve (12) months from their date of hiring.

LETTER #2 - JOB APPLICATION SHEETS

The Company agrees that the Union will have the right to review applications or rationale sheets at any time. This agreement is subject to withdrawal if abused by the Union.

LETTER #3 - SURPLUS PROCEDURE

R At the time of a layoff, placement of surplus employees at the lowest grade level will **be** done as follows:

1. **All** vacancies at the lowest grade level are to **be** identified.
2. **The** Company will then determine which junior employees at the lowest grade level are to **be** displaced.
3. **The** Company shall, in order of seniority, place the surplus **employees** on the available day shift jobs identified in 1 and 2 above.

LETTER #4 - WORKING CONDITIONS. DEPT. 2280

Our practice in this **area** on environmental conditions, i.e. heat and humidity, is firstly to attempt to correct the problem and then, **if** necessary, employees could be given the opportunity for extra breaks, machine rotations, etc., in situations of this nature.

LETTER #5 - BREAK PERIODS - OVERTIME

The Company agrees that employees will not **be** required to take an eighteen (18) minute break prior to commencement of overtime following completion of their regular shift. This agreement is **dependant** on the requirements that uniformity of application must exist.

Should, for any reason, employees demand a break in a specified area, i.e. Assembly area, then it will be necessary to **terminate** this **agreement** as it applies to such areas so as to enable the Company to maintain an efficient operation.

LETTER #6 - MAINTENANCE SKILLED TRADES

Maintenance skilled trades employees who are interested in gaining greater **experience and exposure in a recognized area of the plant** may let their interest **be** known by submitting a letter to the Trades Manager as per Article 32.3. The Trades Manager will accommodate these requests giving regard to timing, maintenance requirements, and seniority.

In the event the Company determines it appropriate to establish fixed maintenance stations, the Trades Manager will hold discussions with the Union trades representative in advance of implementation.

LETTER #7 - REFERENCE MEAL ALLOWANCE

R Skilled Trades Journeymen listed in Article 32. I and Set-up and Layout Operators, **Grade 26** and higher, will be entitled to a meal allowance of seven dollars (**\$7.00**), increasing to seven dollars and fifty cents (**\$7.50**) in 1992 and increasing to eight dollars (**\$8.00**) in 1993 providing:

- 1) they are requested to work overtime during and on the same shift to which they are assigned, and
- 2) the overtime worked is a minimum of two (2) hours.

LETTER #8. REFERENCE ARTICLE 31

1. Those employees who are being paid normal W.C.B. benefits (75%) will be paid the difference between the W.C.B. benefit rate and what they would have normally received as Plant Holiday pay under Article 3 1.
2. Those employees who are being paid W.C.B. benefits at a level below 75% (but not less than 50%) will be paid, so long

as they are not provided with a W.C.B. pension, for no more than one (1) year period from the date of starting to receive the reduced amount (that is, reduced below 75%), the different! between the W.C.B. benefit rate and what they would have normally received as plant holiday pay under Article 31.

3. Such top-up payments will be made on an annual basis at the year's end. Payment will be initiated at the request of the employee involved, and is dependent upon the availability of information from W.C.B.
4. This agreement has no applicability to any holiday pay top-up payment situations other than the specifically above-noted W.C.B. situations.
5. This agreement is an interpretative aid to the applicable articles of the Collective Agreement between the parties and any renewal thereof.

**LETTER #9 - REFERENCE MASTER ARTICLE
7.8 AND 7.9**

The following represents our mutual understanding of the local application of the three (3) year period of time as it will be applied in Article 10.1.4 (a) and 10.1.4 (b) of the Salaried Collective Agreement, and Article 7.8 and 7.9 of the Hourly Collective Agreement:

Three (3) years for the purpose of the above Articles shall be deemed to be three (3) continuous years in the applicable bargaining unit. The result of such interpretation is that for job posting and lay-off purposes, an employee will not be given credit for full Company continuous service until he/she has completed three (3) continuous years of service in the bargaining unit into which they have transferred, and also that such employee may exercise his bumping rights into his/her original bargaining unit in accordance with the Collective Agreement for any period of time during the three (3) year continuous period.

LETTER #10-PAYCHEQUE DISTRIBUTION

Please be advised **that** in the future, **London Works** will **be consistently** distributing paycheques **24** hours in advance, during a week in which a Plant Holiday occurs **on** a Friday.

This practice **will** conform with that of the past in this Division and **should there be any necessity for change in the future, the Union** shall be advised in advance.

LETTER #11

The following represents the essence of our discussion and agreement concerning the placement of graduate apprentices in a work assignment in the tool and die trade, in accordance with our local practice and interpretation of Article 32.3 of the Collective Labour Agreement.

Upon completion of their apprenticeship in the tool and die making trade, London Works graduate apprentices will be assigned to the machine **area** for further **development** for a period of approximately **12** months.

When a **need arises to increase or replace employees in the bench area** of the Tool-, positions **will** be filled by alternating London Works grads and journeymen tool and die makers currently working as machinists, providing that

- 1) they have seniority over available graduate apprentices working as machinists,
- 2) they have submitted a letter requesting a transfer to **the** bench,
- 3) they are qualified to fill the opening available.

Should a situation arise where a need on the bench occurs and there are no letters requesting that position, it will be filled by:

- 1) canvassing in order of seniority all journeymen tool and die makers who have submitted letters requesting a change; failing this,
- 2) by transferring the junior qualified person.

It is agreed that transfers will not be held until there is a London Works graduate apprentice available.

It is agreed that the posting of Toolroom vacancies will only be necessary when hiring from outside of the department.

The Union will recognize the machine area to mean all machining areas in the Toolroom, i.e. lathes, mills, grinders, EDM, etc.

The Company shall be allowed to move the people covered by the twelve month period a number of times to increase the training of graduate apprentices.

The job the employee is on at the end of the twelve month period shall be considered as the employee's assigned position from which the employee shall be moved as per applicable letters.

If, in the opinion of the Union, the above procedure is abused by the Company, the Union shall withdraw this position and return to the original single move with each area in the Toolroom considered to be a separate area, i.e. lathes, mills, grinders, EDM, etc.

**LETTER #12 - PROCEDURE FOR THE PLACEMENT
OF EMPLOYEES WHO HAVE A PERMANENT
MEDICAL RESTRICTION**

- A. Should an employee become medically unfit and unable to perform the job to which he is assigned, both the Union and the Company will cooperate in endeavouring to place such an employee on a job he is capable of performing
- II. The parties agree to each identify one individual who will jointly consult with the Company Plant Medical Director

with the intent of **identifying** an appropriate placement for a **restricted** employee unable to perform the job to which he is currently assigned. Upon request, the Company Plant Medical Director will review any restrictions with either party or the restricted employee.

- C. **It is the intent of this procedure to place restricted employees**, where possible, with a minimum of disruption in the work place.
- D. When an employee receives a permanent medical work **restriction**, placement will be effected based on the list of Analysis Numbers in **"B"** above, in the following manner and sequence:-
 - 1) **in** a vacancy, for which the restricted employee is **qualified, at the highest possible grade level up to the** restricted employee's **assigned** grade, and giving consideration first to the **organization** of the Department Manager where the restricted employee was assigned.
 - 2) by bumping **the most junior employee, at the** highest possible grade level up to the **restricted employee's** assigned grade, at which the restricted employee is qualified to bump, and giving consideration first to the **organization** of the Department **Manager** where the restricted employee was assigned.
- R 3) failing placement as described in 1) **or 2)** as outlined above, placement at one grade higher than the employee's assigned grade may be allowed where the union and company are able to identify a mutually acceptable placement.

Prior to a permanent placement becoming effective, the Company will provide the Union with **written confirmation** of the placement.

- E. **Employees** who are displaced by a restricted employee in accordance with the **above** procedure will exercise their bumping rights in **accordance** with Article 7 Appendix "A" of the **Collective Labour** Agreement
- F. In the case of employee-s who are displaced by a restricted employee in accordance with this procedure, Article **2.2 (c) of Appendix "A"** **London Works will apply** should a vacancy be posted in their **former** job.
- G. **Employees** who are removed from their **job** due to a medical restriction will **not** & prevented from posting in accordance with Article 2 Appendix "**A**" **London Works** to jobs which are not in **conflict** with their medical **restriction**, and will not receive rate protection except for employees entitled by Article **20.2**.
- R H. **Employees** with other than a permanent medical **restriction** may in **appropriate** circumstances be placed in accordance with this procedure after discussion with the Union.
- I. **The Company will notify the Union verbally when employees** are reassigned to a different job for a **period** of up to seven **(7)** calendar days and **in** writing when the period of time is more than seven **(7)** calendar days.
- J. An employee **removed** from a permanent placement under this letter will be afforded job ownership rights to the analysis number and department he was removed from **in** the event his medical restrictions are altered such that he **may be** considered for that **job**. If, while actively at work, the employee fails to post for the job he has gained job ownership rights to, he will lose his **job** ownership.
- K. **Employees will be** provided with a copy of their medical work restrictions by the Health **Centre**.

**LETTER #13 . TRANSFER OF ALTERNATE
COMMITTEE PERSONS**

The Company agrees that when an employee who is functioning as an Alternate Committee person is transferred to a different department as a result of a surplus or bumping situation, such employee will be allowed to continue as an alternate for the duration of the original absence of the Committee person being replaced.

**LETTER #14 • TRANSFER OF OPERATIONS OR
JOBS BETWEEN DEPARTMENTS**

If the Company transfers an operation or job which is currently performed by an employee covered by this Collective Labour Agreement, to another department within London Works, then the opportunity to transfer to the other department with such operation or job shall be offered to each employee in the Analysis Number in the department concerned, beginning with the most senior and proceeding in descending order of seniority. If insufficient employees elect to be transferred under such circumstances, the remaining jobs will be filled by posting.

R Prior to the Company introducing a new product, notification will be posted on Company bulletin boards identifying the designated area of start up of such new products, this information will also be reflected on job postings.

Further, when only a portion of an analysis number is moved to the new department, the Company will assign a different analysis number to the portion in the new department.

LETTER #15

The following is the Understanding requested related to the Apprenticeship Program and Analysis Numbers 8736 and 8718 in Department 2370, as well as the Apprenticeship Program in Department 2385, during the life of the Collective Labour Agreement between CAW Local 27 and Northern Telecom.

- 1) Apprentices **will** be selected and trained as in previous Collective Labour Agreements, with the exception Article 32.18 (c) **will** be applied prior to final selection.
- 2) Analysis #8736 is to **be** used as a holding area for those employees selected for the Tool and Die Apprenticeship Program **until a need arises for an apprentice. Credit for time spent on Analysis #8736 upon entry** into the formal program will be defined in the program.
- 3) Any employee assigned to Analysis #8736 for **one (1) year or more** will be upgraded to Analysis #8718 Grade 25.
- 4) Job Analysis #8736, and #8718, are to be considered as job assignments in Department 2370 Trades Area.
- 5) **Should a reduction of staff become necessary in Department 2385 or Department 2370, the following will apply:**
 - (a) **An apprentice who has completed 4000 Hours Credit** will be allowed to complete their apprenticeship in the normal manner and upon successful completion will apply their seniority in the Skilled Trades Department.
 - (b) A Tool and Die Apprentice with less than 4000 Hours Credit who becomes surplus will bump into **the tool crib and will be held** in that function until the need for an apprentice occurs.
- 6) Should the Company determine the need to increase the Apprenticeship Program while apprentices with less than 4000 hours are on lay off or returned to production, the Company **will** recall the most senior **apprentice** in that specific trade **with less than 4000 hours** credited towards the program.

LETTER #16 - REFERENCE ARTICLE 13.2

This letter will serve to verify **our** mutual agreement that, with respect to Article 13.2 of the Collective Labour Agreement, the **requirement for the complaint to be presented as a "written grievance"** to the next higher management level will be waived for the purposes of London Works. **This agreement does** not change the appropriate time limits as specified in Article 13.2 and 13.3, but merely acknowledges that the complaint **will** be handled verbally until it is processed to the Manager, Industrial Relations.

LETTER #17

This letter will serve to confirm our mutual understanding and interpretation of Article 12 representation in Skilled Trades.

- a) **The** skilled trades representative will **be** elected from the trades departments and **will** be assigned to day shift.
- b) Said trades departments are considered to be a **zone**.
- c) A trades representative may spend a reasonable amount of time each week to represent the skilled trades.
- d) This representative is over and above the number of committee persons allowed for in Article 12.1.

LETTER #18 • SAFETY SHOE SUBSIDY

The Company agrees that the subsidy for Safety Shoes or Safety Boots, as provided for in Article 15.9 of the Collective Agreement, **will be extended in London Works to all skilled trades employees and employees of Maintenance Departments, all employees who operate a Fork Lift Truck as a requirement of their full tour of duties, personnel working on analysis numbers in heavy and light press areas, spray booth painter and all welding booth personnel.** Such subsidy will only be provided on the basis that the wearing of such safety apparel is mandatory and may **be** enforced as such for all employees in those classifications.

LETTER #19 - UNION OFFICER LEAVE OF ABSENCE

R This letter will serve to confirm the mutual understanding between the parties that a Leave: of Absence will be granted to an employee who is elected as a full-time Local Union officer, and will not preclude any Pension/Benefits coverage as provided in Appendix "F" of the Collective Agreement, provided that the Union reimburses the Company in an agreed manner, for the employee portion of the premiums.

N **LETTER #20 • ELECTRONIC TECHNICIAN
/ELECTRICIAN**

The following represents the basis of our discussion and agreement with respect to treatment of the trades classifications of Electrician and Electronic Technicians.

Firstly, those employees in the trades classifications of Electrician and Electronic Technician as of February 25, 1991 shall be deemed to have dual qualifications for the purposes of surplus, lay-off and recall.

Secondly, provided that full co-operation can be achieved between these trades, the following will apply with respect to assignment of work and training for these trades employees within the classifications of Electrician and Electronic Technician.

Assignment of work to either classification on assembly lines and robots will continue to be at management discretion.

Training will be provided as required in these classifications to ensure each has proper familiarization with the facilities to which they are assigned.

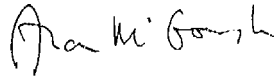
It is further understood that employees hired into these classifications subsequent to February 25, 1991 will have seniority **ally** within their own classification.

FOR THE CAW LOCAL 27

LONDON WORKS



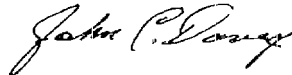
E. Halpin



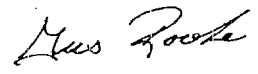
A. McGough



S. Teale



J. Davey



A. Rooke



R. Eyre

FOR THE COMPANY



J.S. Martin



W. McAlpine

DATE: May 8, 1991

APPENDIX "B" BELLEVILLE

ARTICLE 1 - RECOGNITION

The Company recognizes the Union as the exclusive bargaining agency of all employees of Northern Telecom Canada Limited at its Belleville Works, Belleville, save and except managers, and persons above the rank of manager, members of a medical department, office staff and plant security staff and students employed during their work period while attending a "cooperative university".

ARTICLE 2 - JOB POSTING

2.1 The Company will post vacancies on the plant bulletin boards for a period of three (3) working days, except in the following instances:

- a) when the vacancies are filled:
 1. by the lateral movement of employees due to fluctuations in workload.
 2. in accordance with the Surplus and Lay-off procedure.
 3. in the former hiring grade 21. List effective March 1, 1976.
 4. in accordance with the procedure outlined in Article 9, Appendix B.
- b) When the Company believes vacancies will last for less than one month. The Company will notify the Union verbally if such move is for two (2) weeks or less and in writing if such move is less than one month but greater than two (2) weeks.

Any employee actively at work may apply in writing on the prescribed form. However, an error in job

posting number, analysis number or signature will result in such application being declared void.

An employee actively at work who proceeds **on** vacation for thirty (30) days or less, or is away due to sickness or accident for a period not exceeding seven (7) calendar days and are aware of **the** posting on their own, may apply for any posted vacancy. It **is understood that an applicant will not have the right** to withdraw such a signed application.

Such application will be **on** the prescribed form and shall be signed by the applicant.

- c) When an employee applies for more than one **job** posting and such job postings are removed from the posting boards **on** the same day, the employee will be considered for each **opening** using the selection criteria described in **Article 2.2 Appendix "B"**. If the posted jobs are of the same grade and the employee is qualified for more than one of the jobs he will **be selected** for the job which has the lowest vacancy posting number, **or if the posted** jobs are of different grades the employee will **be selected** for the highest graded job he is **qualified** for using the above noted selection criteria. The remaining job postings will **be** filled by selecting the next most senior person who has applied, again **according** to **Article 2.2 Appendix "B"**.

- N When an employee applies for more than one (1) **posted vacancy and such postings are removed from** the posting board on the same day, and the higher graded job must **be** filled by an upgrade, such employee shall **be** entitled to **be** selected for the lower graded vacancy first, and then the higher graded **vacancy provided he meets the requirements outlined** in **Article 2.2, Appendix "B"**.

- R 2.2 a) Grade **23** on the basis of seniority from among those who apply.
- b) Grade **24** on the basis of seniority from among those who apply.
- c) For all **Grade 25** vacancies the Company will select the senior applicant where the Company records indicate that he has the required qualifications. **Should none of the applicants have the qualifications** required, the senior applicant will be trained.
- R d) When **vacancies** occur in **Grade 26**, the vacancies shall be filled on the basis of **seniority** from among those who apply, except where Company records indicate that the: senior applicant **does** not have the required skills and experience to do the job in the **normal familiarization period** for such job. Should **none** of the applicants have the qualifications required, the senior applicant will **be** trained.
- R e) When vacancies occur at **Grade 27** or above, the vacancies shall be filled on the basis of seniority from among those who apply, except where the Company records indicate that the senior applicant **does** not have the required skills and experience to do the **job** in the **normal familiarization** period for the job.
- Unqualified applicant(s) will not be selected to fill vacancies for jobs which require special academic qualifications, such as technical testers.
- f) The Company may select an employee to fill the job **during the posting period** or until such time as the job is **filled**, without regard for the bidding procedure outlined in a) through **e) above**. Such time is not to exceed twelve (12) working days.

g) Employees who are moved from their jobs due to shortage of work may **indicate** their desire to **return to said jobs** by applying **as** per Paragraph 2.1 above. In such instances the job will be **filled** by the senior applicant **from** among **those who previously held** the job.

This clause **does** not apply to employees returning from lay-off.

An employee can not **post** for a vacancy which that employee has created.

h) Except for jobs which require special academic qualifications, junior employees protected during layoff **will** lose the right to **post** off the protected job while more senior employees are on layoff.

N i) Notwithstanding Paragraph(b) above, **when vacancies occur** in the following analysis numbers that are Posted, **the Company will** select the **senior applicant** where Company Records indicate that he has the **required** qualifications. Should none of the applicants have the required qualifications, the senior applicant **will be** trained.

Analysis #13801

Analysis #13899

Analysis #18887

The **above method of selecting successful applicants** will also be used for postings of any jobs associated with the introduction of new products at the Grade 24 level.

2.3 When the vacancy is filled, (other than in accordance with Article 2.2g), by an applicant from the same or a **higher** grade than that of the vacancy, only one such transfer or **downgrade will be allowed** in any chain of moves associated with the filling of the original vacancy.

R Employees are restricted to two (2) laterals and two (2) downgrades in each eighteen (18) month period. The eighteen (18) month period starts on the date the employee makes the first such move.

2.4 Temporary Posting

Temporary vacancies resulting from Sickness, Long Term Medical Restrictions, Personal Leaves of Absence, Maternity Leave or Adoption Leave which the Company believes will last for more than one (1) month will be posted on the plant bulletin boards for a Period of three (3) working days. Such posting shall state the vacancy is temporary.

Selections shall be made in accordance with Article 2.2 of Appendix "B".

Employees returning shall be placed on their former job and the employee who filled the temporary job shall have the right to bump an employee who filled the job which he left to assume the temporary position.

The temporary designation shall only apply to the original job vacancy and the job from which the replacement came. An employee filling a temporary vacancy shall not be restricted from applying for a lateral or downgrade transfer to a permanent job. An employee who laterals or downgrades to a temporary vacancy will not be considered to have used any of his rights to lateral or downgrade to a permanent vacancy as set out in paragraph 2.3.

Temporary vacancies shall not last in excess of one (1) year. When this does occur, it shall be posted on a "permanent" basis. Posting of a temporary posting shall be restricted to a Grade 23 or higher.

Where it is necessary to decrease the number of employees assigned to an analysis number, due to lack of work, and there is an employee on a temporary posting, the temporary employee will be re-assigned as Per this Article. The

permanent employee, **upon** return, will displace the most junior employee on the analysis number, seniority **permitting**. Lacking such seniority, the returning employee shall have bumping rights as **per** Article 7, Appendix "B", of the Collective Labour Agreement,

In a bumping **situation**, an employee on a **temporary** vacancy will be treated on the basis of the seniority of the permanent employee that he is replacing. The **permanent** employee, upon return will displace the employee on the temporary vacancy.

In the event of a layoff, a junior employee will not **be retained** on a temporary vacancy, providing the employee would, in the normal **course** of events have **been** laid off. In such instances the Company is not obligated to **re-post** the temporary vacancy, but will discuss the matter with the Local Union.

An employee filling a **temporary** posting shall **be** bumped from **his** permanent **job** if, in the normal course of the bumping procedure he would have been displaced. However, he will remain on the temporary posting until it expires.

- 2.5 **Only** those employees who have **applied** in writing shall have recourse to the grievance procedure.
- 2.6 A copy of the job vacancy notice will be provided to the Plant **Committee** Chairperson. Within ten **(10)** working days **from** the day the **posting** comes down, the name, number, seniority date of the employees selected to fill the vacancies and the date of selection will be posted on the plant bulletin boards for three **(3)** **working** days and a copy of such notice **will be** provided to the Plant Chairperson.
- 2.7 **The** Company will **not** exercise its managerial prerogatives to deny any employee the right to a job solely on the basis of sex, marital status or age.

ARTICLE 3 • HOURS OF WORK

- 3.1 The regular hours of work for day, afternoon and night shifts will be eight (8) hours per shift for five (5) days Monday to Friday with a total of forty (40) hours for the week. This is not to be construed as a guarantee to provide work for any hour, day or week.

The regular hours of work shall be as follows:

Regular Shifts

7:00 a.m. to 3:30 p.m.

Multiple Shifts

1st Shift - 7:00 a.m. to 3:30 p.m.
2nd Shift - 3:30 p.m. to 12:00 midnight
3rd Shift - 11:00 p.m. to 7:00 a.m.

Continuous Shifts

1st Shift - 7:00 a.m. to 3:00 p.m.
2nd Shift - 3:00 p.m. to 11:00 p.m.
3rd Shift - 11:00 p.m. to 7:00 a.m.

The Company reserves the right to change from time to time the starting and stopping time; it is, however, agreed to consult with the Union before putting any such time change into effect.

- 3.2 Where the Company establishes continuous shifts, employees shall be paid for eight (8) hours, providing the machines are not shut down for the purpose of taking a lunch break. A relief man will be provided for a period of twenty (20) minutes to enable employees to eat.
- 3.3 The Payroll Week commences at 11:00 p.m. on Sunday and terminates at 11:00 p.m. on the following Sunday.

- 3.4 For employees **on** the third shift, a plant holiday **will** be the shift commencing **on** the day prior to the date of the plant holiday.
- 3.5 In special circumstances, what the workload requires that **equipment** be operated on an overtime basis for an extended **period** of time, **the** Company may be required to alter its regular work week **to meet peak** requirements and overcome **production bottlenecks**. **In such circumstances, the Company** will restrict the change to a limited number of employees with overtime rates being paid as per Item 4 below.

ARTICLE 4 • OVERTIME

- 4.1 **The** number of straight time hours in any one shift shall not exceed eight **(8)** hours.
- 4.2 Overtime shall be paid for **all** hours worked in excess of eight **(8)** hours during the **24** hour interval of time from the beginning of an employee's scheduled shift.
- 4.3 Employees shall be paid for overtime:
- a) **One** and one-half times their hourly rate for hours worked in excess of eight **(8)** but **not** in excess of twelve **(12)** hours on any **one** shift.
 - b) **Twice their hourly rate for hours worked in excess of** twelve **(12)** hours on any **one** shift.
- 4.4 Employees shall be paid twice their hourly rate for all hours **worked on Sunday, except for the period from 11:00 p.m. to** midnight for employees on the third shift, which shall be paid at straight time.
- 4.5 Employees shall receive regular Holiday pay in addition to double time for **all** hours worked on a plant holiday.
- 4.6 Employees shall **be** paid time and one-half for **hours** up to eight **(8)**, and double time for **hours** in excess of eight **(8)**,

worked on Saturday, except for the period from 11:00 p.m. to midnight for employees on the third shift, which shall be paid at double time.

- 4.7 Employees on the third shift shall be paid time and one-half for the period from 11:00 p.m. to midnight Friday.
- 4.8 When an employee is scheduled to work overtime prior to the beginning of his regularly scheduled shift he shall be paid at the appropriate overtime rate for such hours.
- 4.9 Except in the case of emergency, employees may request to be excused from working overtime providing such employees have a legitimate reason for being excused. Such legitimate reason shall not be unreasonably denied and the Company agrees that except in cases of emergency, twenty-four (24) hours advance notice shall be given to employees who are required to work overtime.

When possible the Company will schedule overtime on a voluntary basis. Overtime in excess of eight (8) hours per week is voluntary. Saturday overtime in any one week is voluntary for any employee who has already worked six (6) hours or more overtime in that week; this is not to be construed as circumventing the employee's right to request consideration to be excused from working overtime.

- 4.10 Every effort will be made to avoid the necessity for working employees on plant holidays. When it is considered necessary to schedule Plant Holiday work, the Union will be notified as soon as possible.

4.11 Equalization of Overtime Opportunity

The opportunity for overtime work in a department shall be offered to and equalized among employees normally engaged on the work insofar as possible. Abnormal conditions which have to be considered in the recording of the opportunities offered and their effect on the equalization are listed below, together with the manner in which they will be treated.

- a) **In the event that insufficient employees** are obtained for overtime **on** a particular job, the Company will **fill its requirement by offering overtime to employees** outside the **job** who are capable of **performing** the work. Overtime hours worked by such employees shall be recorded for the purpose of overtime **equalization**.
- b) When **an** employee is on loan for less than one (1) month to another department his **opportunity** to work overtime shall be offered to him by his own department. **Equalization** will thus be maintained with employees in home **department**.
- c) When an employee is not at **work** (sick, absent with permission, etc.) **equalization opportunities will be** maintained and charged as though **the employee was** present.
- d) **Employee permanently transferred or on a temporary posting to another job.** Upon entry into a new job the employee **will** be charged with the average **overtime** of those employees already assigned to the job to which he has been assigned. His opportunity for overtime will be based on this average.
- e) Less than **24** hours notice. **Only** hours worked shall be charged.
- f) **Equalization** of opportunity for overtime shall be based on hours paid or hours for which the opportunity to work were offered.
- g) In the allocation of overtime, should the **Company** by-pass **an employee, arrangements will be made** by the Company either to offer the equivalent amount of overtime within a period of three (3) months from the date of complaint or grievance, or pay him for same.

4.12 In the case of a grievance, the **Committee** person will have access to **such records as are available in respect** to overtime hours.

4.13 Overtime records will be **posted** in each department and will **be** brought up to date at the beginning of each week.

Once a month, the overtime records **will** include **hours** worked by employees in an analysis number other than their **own**.

On a weekly basis Managers will write the names and overtime hours worked of employees borrowed to work overtime from outside the department, on the posted overtime lists.

ARTICLE 5 - VACATIONS

The two **(2)** weeks immediately prior to the August Civic Holiday shall be the standard **vacation period** during which the plant will **be** shut down insofar as possible. The Company **reserves** the right to select employees from those **eligible** for vacation to work during this period. Such employees will take their vacation at **such** other time as **maybe** arranged

R Before asking employees with vacation entitlement, the Company will, wherever practicable, provide work for those employees who are not eligible for vacation as outlined in Article **36** of the Agreement.

Employees with vacation entitlement will be selected on the following basis. Opportunities to work will be offered by seniority to employees within the effected analysis numbers. Such opportunity will be provided only to those employees actively at work and within the analysis **number** at the time of the request.

The Union will **be** provided with a list of employees scheduled to work the shutdown **period** two weeks prior to such **period**. A **finalized** list of **employees** who worked the vacation shutdown, and the hours that they worked, **will** be provided to **the** Union after vacation shutdown.

ARTICLE 6 • SKILLED TRADES

For the duration of the Collective Agreement, it is the understanding of the Company that:

- 6.1 In the event that the work force within the Skilled Trades is reduced in numbers the displaced **Skilled Trades Workers** shall exercise all of their Company seniority in the general production or non-production groups under the Agreement provided such employee has **Belleville Trades** seniority prior to February **26, 1973**.
- 6.2 **In addition to the trades listed in Article 32.1 of the Collective Agreement, the Company will continue to recognize the Skilled Trades classification of Technician Test Sets in the Belleville location.**

ARTICLE 7 • SURPLUS AND FLUCTUATIONS

SURPLUS

- 7.1 Where it is necessary to decrease the number of employees **assigned to an analysis number due to lack of work, employees having the least seniority will be selected for surplus from the analysis number, grade and department affected, provided** the Company shall have the right to maintain an efficient staff.
- R 7.2 Such surplus employees **shall be transferred laterally, if they have the qualifications, to fill any existing vacancies. Such vacancies will be verified as existing either prior to or on the date on which the surplus declaration is made.**
- 7.3 A surplus employee who can not be placed according to clause 7.2 above shall be placed as follows:
 - 1) By bumping a junior employee in the same grade assigned to a job the surplus employee is qualified to perform.

- 2) By filling a vacancy in the next lower grade if the surplus employee is qualified.
- 3) By bumping the most junior employee with less seniority in **the next lower grade assigned to a job** the surplus employee is qualified to perform.

Failing placement in accordance with clauses 7.3.2 and 7.3.3 the same **procedure** will be applied to subsequent lower **grades** in descending order.

- N 7.4 With regards to out of seniority layoff, **the Company agrees that the following procedure will apply only after all bumping provisions of this Article have been applied.**

Prior to an employee with seniority **being** laid off, he/she will, if qualified, displacean **employee** with less seniority in a higher graded job. For the purpose of bumping up only, qualifications **will** be waived for Grade 24 and Grade 25 jobs, **provided that an employee bumping upto the Grade 25 level will not be permitted to post off the position to which he has bumped for a period of six (6) months after the date on which he bumped to that position.**

- N 7.5 (a) When a surplus has **been** declared at the **Company's** manpower meeting, the Company will, where **practicable**, move **affected employees** within six (6) working days of such meeting.

- (b) Bumping Grades 23, 24

If, **in a condition** of surplus, a vacancy exists in **Grade 23 or 24**, and no surplus employee is **qualified under the terms of this Article to fill that vacancy**, the senior **surplus** employee shall fill the vacancy, provided he is qualified per Article 2, Appendix B.

FLUCTUATIONS

- 7.6 1) **The Company agrees that when employees are moved** due to fluctuations in work **load** the most junior employee qualified shall be moved.
- 2) It is agreed by the parties that should it be necessary to **move** employees as per article 7.4.1 above, and such move would result in an upgrade, the senior qualified employee will **be** provided the first **op-**portunity to move.

ARTICLE 8 - PRODUCTION STANDARDS

- 8.1 The Union agrees **that in** recognition of the fact that efficient and economic production is in the interest of both parties, it will promote **good** workmanship and efficiency among its members. When new or revised work standards are established by the Company and an employee fails to **meet** such standards after normal training, the Company practice of adjusting staff and reexamining **lay-out, methods**, etc. will be followed in an attempt to **correct** the problem. If the problem persists, the Company will discuss the matter with **the Union and supply pertinent data relating to the standards** to the Union before any further action is **taken** by the Company.
- 8.2 Grievances relative to this clause will be dealt with as per Article **13** except that in this case, the arbitrator shall be an industrial engineer with current **MTM III and IV certification**. The jurisdiction of the **arbitrator** will be limited to **ruling upon the correctness of the facts and the conformance** of the production standard to **the** practice.

ARTICLE 9 - MEDICAL RESTRICTIONS

- 9.1 Should an employee become medically unfit and unable to perform the job to which he is assigned, both the Union and the Company will co-operate in endeavouring to place such an employee **on** a job he is capable of performing.

- 9.2 **Medically restricted** employees will receive written notification of such restrictions.
- N 9.3 The Union will be furnished with copies of all medical **restrictions**, for use in the placement of employees holding Permanent medical restrictions.

ARTICLE 10 - STATIONARY ENGINEERS

- R The following terms and **conditions** apply to stationary engineers at the Belleville Plant.

10.1 Power house employees involved in **7-day** operations will be paid in accordance with Article **10.5** below for any shift starting on a Saturday proper, provided such Saturday is not a **6th or 7th** shift.

10.2 **Following phase-out of the attended boiler system, employees** required to work **on** unattended boilers **will be** paid over time in accordance with Appendix "**B**", Article **4**.

It is further understood that should it be necessary to revert, on a permanent basis, to an attended boiler system, the Company will classify qualified employees as Stationary Engineers. Employees returned **to this** classification will be returned in order of seniority, legislation permitting.

10.3 Recognition of the stationary engineer classification does not constitute a **return** to an attended boiler system, rather, **the** acknowledgement of **the** increased requirement to **utilize the inherent skills of the stationary engineer in operating the** power house. **Return** to an attended boiler system will be **dependent** upon legislative requirements.

10.4 When two **(2)** stationary engineers are at staff, **they** will work alternate intervals in **the** power house **and** on the plumbing function, during which **they** will perform the respective duties of these positions.

- R 10.5 In the event that the **Belleville** plant reverts to an attended boiler system, pay treatment will reflect similar operations within Northern Telecom Divisions covered by this Master Collective Labour Agreement. Such **rate** shall be no less than the current **\$.25 per hour**.

LETTERS OF UNDERSTANDING

LETTER #1 - JOB POSTING

1. It is agreed between **the parties** that employees who have posted for a job, with a **test requirement**, before going **on** vacation will have the opportunity to write the **test** within five **(5)** working days of being contacted by the Company. The employee must write **the test** within this time **frame** or lose the **opportunity** for the test at this time.

It must be further understood that the Company will attempt to contact **the employee throughout** the five **(5)** days but that if **contacted only on** the fifth day the employee must write the test on that day.

Failing to contact the employee after the **first** day, the Union **Committee will be advised and provide assistance if possible**.

In the case of in-house Technical tests, the Company **agrees** to discuss areas of weakness with applicants who fail these tests. Such employees will have an opportunity to **re-write the test** after a period of six **(6)** months.

- R 2. As agreed between **the parties**, Grade 23 vacancies that must be filed by an **upgrade** will be handled in the following manner:
1. **The vacancy** will not be posted and may be **filled** by recall or if no bargaining unit employees have recall rights, through hiring.
 2. Should an **employee** with job ownership wish to return to **the vacancy the committee** will bring this to

the attention of the Human Resources Department within fourteen (14) calendar days from the date the job is occupied.

3. The Human Resources Department will check the validity of the employee's claim.
 4. If the employee has ownership, Human Resources will post the name of the selected employee for two (2) working days and move the employee back to his/her job.
3. Should there be no successful applicants for posted job vacancies, those vacancies will not be reposted unless the Company and the Union mutually agree to t-c-post.
 - N 4. When an employee has been selected as the successful applicant for a posting which requires the passing of a medical prior to being assigned to the posted position, notification of his/her selection will be delayed until such time as the medical has been completed. Postings, if any, which flow from the selection will be delayed accordingly.
 - N 5. When permanent vacancies have been posted, and an insufficient number of employees have applied for the total number of vacant positions on that posting, and the Company chooses to fill the remaining vacant positions, employees who have been declared surplus at the same or higher grade level will be placed in those positions.

LETTER #2

1. This is to confirm that our existing practice regarding the working of overtime will continue. The practice referred to is that employees will be required to work overtime on a non-voluntary basis within a given analysis number only after all employees currently performing the job or other qualified employees, on that same shift, have refused to do the work required on a voluntary basis.

<u>GRADE</u>	ANALYSIS		DEPT.
	NO.	<u>JOB</u>	NO.
23	19096	Helper/Utility	9162
24	13378	Truck Operator (Stake)	9867
24	14881	Operator Fork Lift	9868
24	13390	Stack Selector (Pack)	9868
24	13368	Packer Regular	9868
24	19286	Tester IC	9135
24	25348	Production Tester SL-10	9475
24	13361	Stock Selector	9867
24	25382	Cable Former/Finisher/Operator	9433
24	25358	Test/Repair/T/S	9450
24	25413	Test/Repair/T/S - ARIES	9450
23	18865	Operator - Preforming/Taping	9425

Note: Where required, the employee must pass the appropriate medical and in the case of a job requiring the operation of a **fork lift truck** or other vehicle the required driving tests.

LETTER #5

The Company agrees that the Union will have the right to **review** applications or rational sheets at any time. This agreement is subject to withdrawal if abused by the Union.

LETTER #6

An opportunity for temporary upgrades in a **department** may result from replacing an employee or other short term needs. In these situations, when an employee is temporarily reassigned to another analysis number at a higher grade (and performs any portion of the higher graded job) that employee will receive the rate of pay for **that** grade. Pay treatment will **be** as **per** Article **21.4**.

LETTER #7

The Union will be provided with a monthly listing of employees covered by **this** Collective Agreement. This updated listing will include I.D. numbers, names, **home** addresses and phone **numbers** where available.

LETTER #8

An absence caused by a severe winter storm will be recorded but not scored for the purpose of review on Availability for Work. Past pay practice concerning lates will apply.

LETTER #9 - ADMINISTRATION OF RANDOM DAYS OF VACATION

All vacation entitlement in excess of two (2) weeks may be taken in full random days after January 1 of each year except as limited below:

1. Up to a maximum of five (5) days vacation may be taken in random half days.
2. Wherever practicable, employees will be granted their random vacation requests.
3. A random half day vacation will encompass four (4) hours and must abut the start or finish of the shift in which the half random day is being taken.
4. In special circumstances employees may request in advance blocks of random days. A block can consist of 3 but less than 10 full days in a 2 week period. Such requests will not be unreasonably denied.

LETTER #10

- R An employee on a Grade 23 job who proceeds on Maternity Leave under Article 9 shall be returned, seniority permitting, to the job held on the date preceding Maternity Leave.

LETTER #11

- N The Company agrees that the following letter will continue to apply for the duration of this Agreement.

The Company will continue the practice of providing five (5) sets of work clothing to all new tradespersons, and employees who post

permanently to Analysis Numbers 19053, 19097, 19096, 19079, and 18583. All active tradespersons and those currently working on the Analysis Numbers noted will continue to be provided with work clothing on a replacement basis, when approved by the appropriate trades group Manager.

LETTER #12

The Company recognizes that in exceptional circumstances, there may be a need for an employee to change shifts within a working week. In such cases, the matter should be discussed as soon as possible with the manager to determine if suitable arrangements can be made. Provided that production requirements can be met, such requests will not be unreasonably denied.

N

LETTER #13

During the course of Negotiations, the subject of Ergonomics in the Workplace was discussed, with particular emphasis being placed on existing ergonomics problems and potential solutions to those problems.

The Company and the Union acknowledge that they will continue to support the Ergonomics Committee, and the complementary efforts of the Local Health and Safety Committee, and will continue to work together, along with other interested and affected parties, to apply the necessary resources to rectify ergonomics problems at their source.

LETTER #14

R It is agreed by the parties that the Local Union office shall not be reduced below its present size of 14' x 14' and shall be air-conditioned.

LETTER #15 - COMBINING AND SPLITTING OF JOBS

When one or more analysis numbers are eliminated through the combining of analysis numbers, the following procedure shall apply.

1. The new job will assume the analysis number held by the senior employee amongst the analysis numbers involved.

2. **When a combined job is evaluated at Grade 25 or below, the Company will assign employees to the new analysis number on the basis of seniority from all analysis numbers involved until the required complement is obtained.**
3. For grades 26 and above, the new job shall be posted. **Selections** shall be based upon Article 2, Appendix B.
- R 4. Remaining employees, if any, shall **be** surplusd from the combined grade and analysis number.
- N 5. **It is understood that those employees whose jobs have been combined in accordance with this Letter will not be deemed to have used up their rights to move in accordance with Article 2.3, Appendix "B" of the Agreement, should they chose to apply for the combined job [at the Grade 26 level or higher] at the time the job is combined and posted.**

It is also **understood** that those employees whose jobs have been combined **will be permitted to post from the combined analysis number within six (6) months of the date of the combination.** An employer who posts **within** this period will not be considered to have exercised his/her **lateral** or downgrade as provided for in **Article 2.3, Appendix "B" of the Agreement.**

When one analysis number is split into two or more analysis numbers the following procedure shall apply:

1. **Employees on the original analysis number will be canvassed in seniority order. Seniority permitting employees will be given the opportunity to be placed on any of the affected analysis numbers until the required complement in each analysis number is obtained.**
2. **Employees with insufficient seniority to select an analysis number shall be placed on the remaining analysis number until the required complement is obtained.**

3. Remaining employees, if any, shall be surplusd from **their** original grade and analysis **number**.
4. Should the resulting jobs be of different grades Article 7, Appendix "**B**" or **Article 2**, Appendix "**B**" shall apply.

LETTER #16

With regard to Article 13.2, First Step of the Grievance procedure. **The** requirement for an employee's grievance to be presented as a "written" grievance to the next higher management level **will be** waived. **The** employee's **committeeperson** may present the **grievance verbally**. **It is the intent of both the Company and the Union that** meaningful discussion take place at this stage of the grievance procedure and that time limits as per Article 13.2 apply.

LETTER #17 - RE: SHORT TERM WORKLOAD INCREASE

During **negotiations** **the** Company and **the** Union had extensive discussions regarding the need to address short-term **staffing** problems in a timely and effective manner. As a result, the following system was agreed to by **both** parties.

Where the Company identifies a short **term** increase in workload requiring additional manpower of at least ten **(10)** employees for a period up to sixty **(60)** days, **the** Company will meet **with** the Union to discuss the specific requirements. Discussion **will** include but not **be** limited to the business reasons for the requirement, the analysis numbers involved, the duration of the requirement, and the number of **people** required. **The** Company and **the** Union **will** review the requirements after thirty **(30)** days of **the** short-term increase in workload. Should it be determined that **the** period of sixty **(60)** days **will be** exceeded, the **jobs** will be posted in **accordance** with the posting procedure.

The Company will **fill** such vacancies directly. First, laid-off employees **will be recalled on the basis of seniority, provided they are** available to work for the expected duration of **the** assignment. **Should there be insufficient laid-off employees to fill such vacancies,**

the Company may fill the vacancies by hiring. Employees assigned to such term vacancies will remain on the analysis numbers identified and shall have no posting rights for the duration of such assignments.

Vacancies shall not be filled in the foregoing manner during a surplus resulting in lay-off. No permanent employees shall be displaced as a result of a bump while there are short-term employees assigned to the same analysis number. Prior to any permanent employee being laid off, all short-term employees will be displaced.

Only one application of this system shall be permitted at any one time. In no event shall such assignments exceed sixty (60) days.

Should problems arise concerning the administration of the system the parties will meet to discuss the problems. This meeting will take place within reasonable time of being requested and the Corporate Director - Industrial Relations or delegate and the CAW National Representative will attend. If the problems discussed at the meeting are not resolved, the Company or the Local and the National Union have the right to discontinue the system on thirty (30) days notice.

FOR THE CAW LOCAL 1839

BELLEVILLE



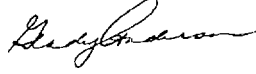
E. Halpin



G. Pope



C. Clement



G. Anderson

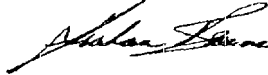


hi. Flagler

FOR THE COMPANY



J.S. Martin



G.N. Browne

DATE: May 8, 1991

APPENDIX "C" KINGSTON WORKS

ARTICLE 1 - RECOGNITION

The Company **recognizes** the Union as the exclusive bargaining agency of all employees of **Northern** Telecom Canada Limited at its Kingston Works, in Kingston Township, **save and except** managers, and **persons** above **the** rank of manager, members of the medical department, office employees, security guards, and students employed during their work **period** while attending a co-operative university.

ARTICLE 2 - JOB POSTING

R 2.1 The Company will **post vacancies on the plant bulletin boards** for a period of seven (7) calendar days, unless the entire plant is on **15 shift operation in which case three (3)** working days will apply.

Employees actively at work, on vacation, or away due to sickness or accident for a period not exceeding seven (7) calendar days and who are aware of the posting on their own **may** apply in writing on the prescribed form.

Job vacancies will not **be** posted in the following instances:

- a) When the vacancies are **filled**:
 - 1. **by the lateral movement of employees due to** fluctuations in work load.
 - 2. in accordance with the surplus and layoff procedure.
 - 3. by students **filling** in for vacation on shift related jobs.
- b) When the Company believes vacancies will last **more than seven (7) but less than thirty (30) days, the** Company will notify the **Union** in writing, with a copy to Human Resources Department.

- R 2.2 a) When job vacancies occur in Grades **25** and below the vacancies ~~shall be~~ filled on the basis of seniority **from** among those who apply.
- b) When job vacancies occur in **Grades 26 and 27**, the vacancies will **be filled** on the basis of ability, skill and **experience**. When these factors are relatively equal, **the** employee with the greatest seniority who has filed a written application with the Human Resources Department for such **opening** will be given preference in **filling** the same.
- c) Employees who are moved from their jobs due to shortage of work may indicate their desire to return to said jobs by applying as Paragraph 2.1 above. In such instances, the **job** will be filled by the senior applicant from ~~am&g~~ those who previously held the job.
- d) Employees will lose their right to job ownership in the following instances:
1. Upon recall from layoff
 2. **Failure** to post for job to which they had ownership.
- R 2.3 When the vacancy is filled (other than in accordance with Article **2.2(c)**), by an applicant from the same or a higher grade than that of the vacancy, only one such lateral transfer or downgrade will **be** allowed in any chain of **moves** associated with the filling of the original vacancy: such successful applicant(s) **will be** Permitted to post **once** for a lateral transfer and once for a downgrade in the next twelve (12) months.
- N 2.4 An employee who posts for a number of jobs which are ~~to be~~ removed **from** the posting board at the same date and time **may indicate on each posting form** his order of preference of

the jobs he has posted for and will be selected as per his preference, **subject** to Article 2.

Only those employees who have applied in writing shall have recourse to the grievance procedure.

R 2.5 A **copy** of the job vacancy **notice** will be provided to the Plant **Committee** Chairperson. The name, number, and seniority date of the employees selected to fill the vacancies will be posted on the plant bulletin boards for seven (7) calendar days and a copy of such notice will be provided to the Plant Chairperson.

2.6 The Company **will** not exercise its managerial prerogatives to deny any **employee** the right to a job solely on the basis of **sex,marital** status, or age.

2.7 **Temporary Posting**

R **Temporary** vacancies resulting from sickness, long term medical restrictions, personal leaves of absence, maternity or adoption leave, which the Company believes will last for more than one month, will be **posted** on the plant bulletin boards for a period of seven (7) calendar days unless the entire plant is on 15 shift operation in which case three (3) working days will apply. Such postings shall state the vacancy is temporary.

It is **recognized** that in certain circumstances, temporary vacancies may not be posted because it is not necessary to replace the temporarily absent **employee** or employees who may **temporarily** post within the chain of moves.

Selections shall be made in accordance with Article 2.2 of Appendix "C".

N Job ownership will not apply to temporary postings.

Upon expiration of the temporary vacancy, all employees (within the sequence triggered by the original vacancy) will return to their former jobs.

An employee fitting a temporary vacancy **cannot** post to another temporary vacancy until the original temporary vacancy expires. Successful applicants will **retain** their rights as per Article 2.3.

Temporary vacancies will **not last** in excess of **one** (1) year. When this does occur, they **shall** be posted on a permanent basis.

R Records of employees selected to fill such vacancies in grades 25 and below, **will** reflect the appropriate analysis number after 30 calendar days on the job; **all** other such vacancies **after 60** calendar days. These **will then be** used in the future application of Article 2, Job Posting and Article 7, Surplus, Fluctuations, Recalls, in **Appendix "C"** and Article 7, Layoff, Recall in the Master.

If a lack of work develops in an analysis number where there is an employee on a temporary posting, the **temporary** employee **will** be returned to his previous job, irrespective of Local Seniority (L.S.). The permanent **employee**, upon return **will** if necessary displace the most junior on that analysis number, provided **he has** sufficient Local Seniority (L.S.). **Lacking** such seniority, the returning employee shall have bumping rights as **per** Article 7.

N When a temporary posting is unwound, the union **will be** notified in writing.

ARTICLE 3 - HOURS OF WORK

3.1 The standard hourly schedule shall comprise eight (8) hours per day and **forty (40)** hours work per week with a thirty (30) minute unpaid lunch **period**. This is not to be construed as a guarantee to provide work for any hour, day or week.

- 3.2 Whenever the **Company** establishes a **continuous** operation (ie **machine controlled operation**) of any machine or process the employee(s) assigned to such machine or processes shall be paid for eight (8) hours per shift, and the machine or process shall operate **continuously** throughout the shift.
- 3.3 On a staggered basis, around the midpoint of the shift, an opportunity will be provided for the employee to take a relief of twenty (20) minutes for a lunch period, within the area of the machine or process for which he is responsible.
- R 3.4 All employees assigned to continuous operation schedule will receive a twenty (20) minute paid lunch period.
- 3.5 The payroll week commences at 11:30 p.m. on Sunday and terminates at 11:30 p.m. on the following Sunday for continuous shift operations.
- 3.6 The payroll week commences at 11:30 p.m. on Sunday and terminates at 11:30 p.m. on the following Sunday for regular and continuous (5 day) shifts.

5 Day Schedule - Monday to Friday

Straight days - 7:30 a.m. - 4:00 p.m.

15 Shift - Monday to Friday

1st Shift - 7:30 a.m. to 3:30 p.m.

2nd Shift - 3:30 p.m. to 11:30 p.m.

3rd Shift - 11:30 p.m. to 7:30 a.m.

Employee's days of rest assigned to the above schedule will be:

1st Day of Rest - 11:30 p.m. Friday to 11:30 p.m. Saturday

2nd Day of Rest - 11:30 p.m. Saturday to 11:30 p.m. Sunday

The Company reserves the right to change from time to time the starting and stopping **time**. It is agreed **the Union will be** advised when it is necessary to make such changes.

The patties agree that when a shift is impacted by moving in or out of **Daylight Savings Time**, the **starting time of the shift** will be changed to permit the employee to work a normal eight (8) hour shift at straight time rates, i.e. in the spring the starting time will be 10:30 P.M. Saturday and in fall the starting time will be 12:30 A.M. Sunday.

N The off-shift differential in Article 25 of the Master Agreement will be paid on all hours worked before 7:30 a.m. or after 3:30 p.m. for regular shift workers.

ARTICLE 4 • OVERTIME

- 4.1 A rate of time and one-half shall be paid for **all hours** worked:
- a) in excess of eight (8) hours during the twenty-four (24) hour interval of time from the beginning of an employee's scheduled shift.
 - b) on the first (1st) day of rest within the payroll week.
- 4.2 A rate of double time shall be paid for all hours worked:
- a) in excess of twelve (12) hours on any one shift;
 - b) on the (2nd) day of rest within the payroll week;
 - c) on a designated Plant Holiday;
 - d) in excess of eight (8) hours on the employee's first (1st) day of rest.
 - e) on all designated days within the Christmas shut-down period defined in Article 6.

- f) When an employee, having worked on the preceding regular day shift and is called in to work on an emergency basis, will be paid double time for all hours worked within the 3rd (night) shift.
- N g) In excess of eight (8) hours during the twenty-four (24) hour interval of time from the beginning of an employee's **continuous** scheduled overtime shift.

4.3 When possible the Company **will** schedule overtime on a voluntary basis. Except in the case of **emergency**, or where there is a necessity to bridge shifts to cover the absence of another employee, employees may request to be excused from working overtime providing such employees have a **legitimate reason for being** excused. Such **legitimate reason shall not be** unreasonably denied and the Company agrees that except in cases of emergency, twenty-four (24) hours **advance notice shall be given to employees who are required** to work overtime.

4.4 **The opportunity for overtime work shall be equalized among** employees normally engaged on the work involved insofar as it is practicable. **If** it is shown that an employee has not **properly shared in the distribution of overtime, management** will make adjustments **in** the next overtime schedule for which the employee is available.

The procedure to be followed in ensuring **equalization** of overtime is as follows:

- a) **Employees** on the same analysis number, and department for which overtime is required will **be** given first opportunity to **work** this overtime.

If insufficient employees are available to work overtime **from** within the analysis number within a department, employees who can perform the work, will be asked to work overtime.

- b) An employee **on loan will** not be asked to work scheduled overtime on the loaned analysis number until employees on the analysis number in the department have been asked. **All** overtime will be charged to **his/her** home department number.

When an employee is **on loan** to another department, such employee **shall** continue to be offered overtime should such be necessary in his home department analysis numb-x.

- c) When an employee is not at work for any reason, the employee will continue to be charged with **equalization time** as if he were at work.
- d) Employees who change analysis number as a result of Article 7 or Article 2 (Kingston **Appendix**) will, upon entering the new position, be charged with the average overtime of those **employees already** assigned to the job and his crew. His opportunity to work overtime: within his new analysis number will be based on this average.
- e) Students **and new** employees entering **the workforce** will be charged with the average overtime of those **employees already** assigned to the job as above.
- f) **Equalization** of opportunity for overtime shall be based on hours paid or hours that would have **been** paid had he worked the overtime requested.
- g) The period of **equalization** will be from January 1st to **December 31st** of the calendar year.

4.5 In the case of a grievance, the Committeeperson may have access to such records as are available in **respect** to overtime hours.

4.6 Overtime records will be **posted** in each department and will be brought up to date at **the** beginning of each week.

ARTICLE 5 • VACATION

Wherever practicable vacation will be given during the last two (2) full calendar weeks in July which will be considered the Standard Vacation Period, such period will be announced by April 1 of each year.

The Company reserves the right to select employees from those eligible for vacation to work during this period. Such employees will take their vacation at such other time as may be arranged. Should such employees be required to work during the Standard Vacation Period, the opportunity to work such period will be given in order of Seniority from among those employees actively at work within the analysis number within the department.

One month prior to the shutdown, a list of employees scheduled to work will be posted on plant bulletin boards to allow those employees who are senior in the analysis number and department who have been overlooked, an opportunity to have it rectified prior to the shutdown.

ARTICLE 6 • CHRISTMAS AND EASTER SHUTDOWN

Operations will be shut down during the Christmas season for a period of ten (10) days December 23rd to January 1st inclusive in 1991; nine (9) days December 24th to January 1st inclusive in 1992; and nine (9) days December 23rd to December 31st inclusive in 1993.

R In 1991 the Plant Holidays will be as follows:

- 29 March (Good Friday)
- 20 May (Victoria Day)
- 1 July (Canada Day)
- 5 August (Civic Holiday)
- 2 September (Labour Day)
- 14 October (Thanksgiving Day)
- ** 10 June
- ** 16 September

December *23, 24, 25, 26, 27, 30, 31, January 1, 1992.

R In 1992 the Plant Holidays will be as follows:

17 April (Good Friday)
18 May (Victoria Day)
29 June (Canada Day)
3 August (Civic Holiday)
7 September (Labour Day)
12 October (Thanksgiving Day)
** 15 June
** 21 September

December 24, 25, 28, 29, 30, 31, January 1, 1993.

*February 15, 1993

R In 1993 the Plant Holidays will be as follows:

9 April (Good Friday)
24 May (Victoria Day)
2 July (Canada Day)
2 August (Civic Holiday)
6 September (Labour Day)
11 October (Thanksgiving Day)
** 14 June
** 20 September

December 23, 24, 27, 28, 29, 30, 31, 1993.

*February 14, 1994

* If the Federal/Provincial Governments proclaim any new legal holiday (e.g. Heritage Day), such day will supplant these days.

N ** New Kingston Plant Holiday

Operations will shut down during the Easter holiday season for Good Friday to Easter Sunday inclusive.

Employees' Plant holiday credits will be used to reimburse them for paid days lost during the Christmas and Baster shutdown periods and

unused Plant Holiday Credits will be taken during the calendar year by arrangement with management at a time mutually convenient to the Company and the employee.

Should an employee choose to work his unused plant holiday credits, he shall be paid at the rate applicable to working on a designated plant holiday.

R Skilled ~~tradesmen, and Production~~ Workers on continuous shift, who work on Good Friday, or paid plant holidays within the Christmas shutdown period may take pay for the paid plant holiday or day(s) in lieu of pay by arrangement with management at a time mutually convenient to the Company and the employee.

R **ARTICLE 7 - SURPLUS, FLUCTUATIONS, RECALLS**

SURPLUS

7.1 Where it is necessary to decrease the number of employees assigned to an analysis number due to lack of work, employees having the least seniority will be selected for surplus from the analysis number, grade and department affected, provided that the Company shall have the right to maintain an efficient staff.

7.2 Such surplus employees shall be transferred laterally, if they have the qualifications, to fill any existing vacancies.

7.3 A surplus employee who cannot be placed according to clause 7.2 above shall be placed as follows:

- 1) By bumping a junior employee in the same grade assigned to a job the surplus employee is qualified to perform.
- 2) By filling a vacancy in the next lower grade if the surplus employee is qualified.

- 3) By bumping the most junior employee with less seniority in the next lower grade assigned to a job the surplus employee is qualified to perform.

Failing placement in accordance with clauses 7.3.2 and 7.3.3 the same procedure will be applied to subsequent lower grades in descending order.

FLUCTUATIONS

- 7.4 1) The Company agrees that when employees are removed due to fluctuations in work load the most junior employee qualified shall be moved.
- N 2) It is agreed by the parties that should it be necessary to move employees as per Article 7.4.1 above, and such move would result in an upgrade, the senior qualified employee will be provided the first opportunity to move.

RECALLS

- N 7.5 A laid off employee shall be given an additional two (2) year period of hiring preference after expiry of recall rights if he makes application in writing to the Company and presents himself for employment. Failure to accept an offer of employment shall terminate this preference. The Company retains the right to make the final selection.

LETTERS OF UNDERSTANDING. KINGSTON WORKS

- N **LETTER #1. SIX DAY, 4 CREW, 12 HOUR
WORK SCHEDULE**

AMENDMENTS TO THE MASTER AGREEMENT

The Company and the Union agree that the following shall constitute amendments to provisions of the Master Agreement and the Local

Appendix in order to give effect to the Six Day, 12 Hour Schedule as provided herein where and when it applies to an employee.

Specifically:

Local Appendix

Article 3.1 is amended to read:

- (a) The standard hourly schedule for employees on the Six Day, 12 Hour Schedule shall comprise twelve (12) hours of work in a twenty-four (24) hour period with two (2) twenty (20) minute paid lunch periods within the twelve (12) hour shift.

Article 3.3 is amended by adding the following:

When an employee is scheduled to a Six Day, 12 Hour shift, he will be provided two (2) twenty (20) minute paid lunch periods. The lunch periods will be provided on a staggered basis around the fourth hour and the eighth hour of the shift.

Article 3.5 is amended to read as follows:

The payroll week for employees on the Six Day, 12 Hour Schedule will commence at 7:30 p.m. Sunday and terminate at 7:30 p.m. on the following Sunday.

Article 3.6 is amended by adding:

For employees on the Six Day, 12 Hour Schedule the days of rest shall be as per the attached schedule.

Article 4.1 is amended to read as follows:

Regular hours scheduled and worked in accordance with the Six Day, 12 Hour Schedule attached hereto will be paid at straight time rates. A rate of time and one-half shall be paid.

- (a) For the first eight (8) hours worked on a designated first day of rest.

Article 4.2 is amended to read:

A rate of double time shall be paid for all hours worked:

- (a) In excess of twelve (12) hours during the twenty-four (24) hour interval of time from the beginning of an employee's scheduled shift.
- (b) On a designated second (2nd) day of rest. There shall be only one (1) designated second (2nd) day of rest on Sunday each week.
- (c) On a designated Plant Holiday.
- (d) On all designated days within the Christmas shut-down as defined in Article 6.
- (e) For all hours worked in excess of eight (8) hours on an employee's designated first (1st) day of rest.

~~MASTER~~ E M E N T

The following articles of the Master Agreement are amended as follows:

Article 3 1 - Plant Holiday

1. An employee on the Six Day, 12 Hour Schedule, who is not required to work the undemoted holidays, but who would otherwise be working should he follow his normal work schedule, will be paid twelve (12) hours at his regular rate, plus C.O.L.A., plus the Six Day, 12 hour schedule premium.
2. If an employee on the Six Day, 12 Hour Schedule has a designated first or second day of rest on a Plant Holiday, he may select to be paid eight (8) hours at his regular rate or to take an eight (8) hour plant holiday credit in one lot, at a time

mutually convenient to the Company and the employee within the calendar year,

Article 28 - Bereavement

"Day" for Bereavement pay allowance for employees on the Six Day, 12 Hour Schedule shall mean twelve (12) hours.

Article 8 - Lay-off Allowance

8.3 Lay-off allowance payments shall be based on the standard, 40 hour work week.

Article 36 - Vacations

Vacation pay for a week's vacation under Article 36 for an employee on the Six Day, 12 Hour Schedule will be based on the number of hours at their regular rate for which they are scheduled at the time of going on vacation. The vacation week will run from Sunday 7:30 p.m. to 7:30 p.m. the following Sunday. For purposes of clarification, an employee on the Six Day, 12 Hour Schedule who takes a week's vacation will still have four (4) hours of vacation remaining. Such employee will be given a four (4) hour vacation with pay at a later date. This will not be classified as a random day of vacation.

Article 25 - Off-Shift Differential

The off-shift differential will be paid to all Six Day, 12 Hour Schedule employees for all hours worked between the hours of 3:30 p.m. and 7:30 a.m. on his schedule.

Appendix F -Sickness and Accident Benefits.

Sickness and Accident benefits are paid on the basis of 90% or 66 2/3% of a forty (40) hour week. Benefits are payable from the first day if an employee is absent because of any accident or an illness requiring hospitalization. In any other event, benefits are payable after eight (8) hours of scheduled work if an employee has ten (10) or more years of service and after sixteen (16) hours of scheduled work if any employee has less than ten (10) years of service.

LOCAL APPENDIX

The following Articles of the Local Appendix are amended as follows:

Article 3 - Hours of Work

When a shift is impacted by moving into Daylight Savings Time, employees scheduled for a Six Day, 12 hour shift will work eleven (11) hours and be paid for eleven (11) hours. When a shift is impacted by moving out of Daylight Savings Time, employees scheduled for a Six Day, 12 Hour shift will work thirteen (13) hours with one (1) hour paid at double time.

Article 6 - Christmas and Easter Shutdown

Operations will be shut down during the Christmas season for a period of ten (10) days December 23rd to January 1st inclusive in 1991; eleven (11) days December 24th to January 3rd inclusive in 1992; and eleven (11) days December 23rd to January 2nd inclusive in 1993.

Heritage Day will be applied to the Christmas shutdown in 1991.

Employees assigned to the Six Day schedule during the Christmas and Easter shutdown will be paid as if they were at work.

Letter #5 (Outside) - Administration of Random Days of Vacation

Random days will be granted in four (4), eight (8) or twelve (12) hour increments except as listed below:

Maximum of ten (10) four (4) hour randoms
Maximum of ten (10) eight (8) hour randoms

However, four (4) hour or eight (8) hour randoms will only be granted at the beginning and end of a shift.

Of these random vacation **days** allowed, up to one week blocks may be taken in four (I), eight (**8**), or twelve (**12**) hour lots.

ADDITIONAL U A G E

Six Day, **12** Hour Schedule Premium

A **12** hour schedule premium will be paid for all hours worked by an employee on his regular scheduled shifts as per the following:

1991 - \$2.20 per hour
1992 - \$2.30 per hour
1993 - \$2.50 per hour

Absence Coverage

The Company reserves the right to schedule, in advance, overtime coverage for, vacation, lieu or **random** days, leaves of absence, bereavement, long-term sickness, etc., up to one twelve (**12**) hour shift per employee, per week, after **normal** canvassing.

Pay Cheque Distribution

Pay cheques will be distributed on Wednesday and Thursday of each week, thereby **covering all** employees assigned to this shift pattern.

Temporary Posting

AU temporary postings are for actual job and crew, when unwinding **return** to job and crew.

Select Pattern

Should the union choose so, the two week rotation pattern may be implemented **instead** of the one week pattern, where the 6 day - 12 hour - 4 crew **work** schedule is used.

SICKNESS BENEFITS ON 36 HOUR WORK WEEK

12 HOUR, 4 CREW SHIFTS

* Sickness benefits will be maintained as a 40 hour work week pattern.

EMPLOYEE OFF SICK	LESS THAN 10 YEARS (LOSES 16 HOURS)	MORE THAN 10 YEARS (LOSES 8 HOURS)
1 DAY (12 HOURS)	24 HOURS WORK + NO SICK PAY	24 HOURS WORK + 8 HOURS SICK PAY
2 DAYS (24 HOURS)	12 HOURS WORK + 12 HOURS SICK PAY	12 HOURS WORK + 20 HOURS SICK PAY
3 DAYS (36 HOURS)	NO HOURS WORK + 24 HOURS SICK PAY	NO HOURS WORK + 32 HOURS SICK PAY

SK DAY, 12 HOUR SHIFT SCHEDULE
KINGSTON 1991

	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS
DEC90	10 11 12 13 14 15 1	17 18 19 20 21 22 23	24 25 26 27 28 29 3	31 1 2 3 4 5 6	7 8 9 10 11 12 1	14 15 16 17 18 19 20
JAN	21 22 23 24 25 26 27	28 29 30 31 1 2 3	4 5 6 7 8 9 10	11 12 13 14 15 16 17	18 19 20 21 22 23 24	25 26 27 28 1 2 3
JAN-FEB						
MAR	4 5 6 7 8 9 10	11 12 13 14 15 16 17	18 19 20 21 22 23 24	25 26 27 28 29 30 31	1 2 3 4 5 6 7	8 9 10 11 12 13 14
APR	15 16 17 18 19 20 21	22 23 24 25 26 27 28	29 30 1 2 3 4 5	6 7 8 9 10 11 12	13 14 15 16 17 18 19	20 21 22 23 24 25 26
APR						
MAY	27 28 29 30 31 1 2	3 4 5 6 7 8 9	10 11 12 13 14 15 16	17 18 19 20 21 22 23	24 25 26 27 28 29 30	1 2 3 4 5 6 7
MAY-JUN						
JULY	8 9 10 11 12 13 14	15 16 17 18 19 20 21	22 23 24 25 26 27 28	29 30 31 1 2 3 4	5 6 7 8 9 10 11	12 13 14 15 16 17 18
JULY						
AUG	19 20 21 22 23 24 25	26 27 28 29 30 31 1	2 3 4 5 6 7 8	9 10 11 12 13 14 15	16 17 18 19 20 21 22	23 24 25 26 27 28 29
AUG						
SEP-OCT	30 1 2 3 4 5 6	7 8 9 10 11 12 13	14 15 16 17 18 19 20	21 22 23 24 25 26 27	28 29 30 31 1 2 3	4 5 6 7 8 9 10
SEP-OCT						
NOV	11 12 13 14 15 16 17	18 19 20 21 22 23 24	25 26 27 28 29 30 1	2 3 4 5 6 7 8	9 10 11 12 13 14 15	16 17 18 19 20 21 22
NOV						
DEC	23 24 25 26 27 28 29	30 31 1 2 3 4 5	6 7 8 9 10 11 12	13 14 15 16 17 18 19	20 21 22 23 24 25 26	27 28 29 30 31
DEC						
JAN92						

	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS
E	DDDD1112	NNNN1112	DDDD1112	1111NNN2	1111DDDD2	1111NNN2
F	NNN1112	DDDD1112	NNN1112	1111DDDD2	1111NNN2	1111DDDD2
G	111DDDD2	111NNN2	111DDDD2	NNN1112	DDDD1112	NNN1112
H	111NNN2	111DDDD2	111NNN2	DDDD1112	NNN1112	DDDD1112

*MIDNIGHT SHIFTS BEGIN AT 7:30 PM. THE PRECEDING NIGHT
HOURS OF WORK: 7:30 - 7:30
HOLIDAYS:

C.A.W. #27, #1837, #1839, #1905, #1915

SIX DAY, 12 HOUR SHIFT SCHEDULE
KINGSTON 1992

	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS
DEC-FEB	23 24 25 26 27 28 2	30 31 1 2 3 4 5	6 7 8 9 10 11 1	13 14 15 16 17 18 1	20 21 22 23 24 25 26	27 28 29 30 31 1 2	
FEB	3 4 5 6 7 8 9	10 11 12 13 14 15 16	17 18 19 20 21 22 23	24 25 26 27 28 29 1	2 3 4 5 6 7 8	9 10 11 12 13 14 15	
MAR	16 17 18 19 20 21	22 23 24 25 26 27 28 29	30 31 1 2 3 4 5	6 7 8 9 10 11 12	13 14 15 16 17 18 19	20 21 22 23 24 25 26	
APR	27 28 29 30 1 2 3	4 5 6 7 8 9 10	11 12 13 14 15 16 17	18 19 20 21 22 23 24	25 26 27 28 29 30 31	1 2 3 4 5 6 7	
APR-MAY	8 9 10 11 12 13 14	15 16 17 18 19 20 21	22 23 24 25 26 27 28	29 30 1 2 3 4 5	6 7 8 9 10 11 12	13 14 15 16 17 18 19	
JUNE	20 21 22 23 24 25 26	27 28 29 30 31 1 2	3 4 5 6 7 8 9	10 11 12 13 14 15 16	17 18 19 20 21 22 23	24 25 26 27 28 29 30	
JUNE	31 1 2 3 4 5 6	7 8 9 10 11 12 13	14 15 16 17 18 19 20	21 22 23 24 25 26 27	28 29 30 1 2 3 4	5 6 7 8 9 10 11	
JULY	12 13 14 15 16 17 18	19 20 21 22 23 24 25	26 27 28 29 30 31 1	2 3 4 5 6 7 8	9 10 11 12 13 14 15	16 17 18 19 20 21 22	
JULY	23 24 25 26 27 28 29	30 1 2 3 4 5 6	7 8 9 10 11 12 13	14 15 16 17 18 19 20	21 22 23 24 25 26 27	28 29 30 31 1 2 3	
AUG-SEPT	4 5 6 7 8 9 10	11 12 13 14 15 16 17	18 19 20 21 22 23 24	25 26 27 28 29 30 31	1 2 3 4 5 6 7	8 9 10 11 12 13 14	
OCT	15						
NOV							
NOV-DEC							
JAN 93							
JAN							
FEB							
FEB							
	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS
E	DDDD1112	NNN1112	DDDD1112	111NNN2	111DDDD2	111NNN2	111NNN2
F	NNN1112	DDD1112	NNN1112	111DDDD2	111NNN2	111DDDD2	111DDDD2
G	111DDD2	111NNN2	111DDDD2	NNN1112	DDDD1112	NNN1112	NNN1112
H	111NNN2	111DDDD2	111NNN2	DDDD1112	NNN1112	DDDD1112	DDDD1112

*MIDNIGHT SHIFTS BEGIN AT 7:30 PM. THE PRECEDING NIGHT
HOURS OF WORK:
HOLIDAYS:

SIX DAY, 12 HOUR SHIFT SCHEDULE
KINGSTON 1993

	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS
NOV-DEC	23 24 25 26 27 28 29	30 1 2 3 4 5 6	7 8 9 10 11 12	13 14 15 16 17 18 19	20 21 22 23 24 25 26 27	28 29 30 31 1 2 3
JAN	4 5 6 7 8 9 10	11 12 13 14 15 16 17	18 19 20 21 22 23 24	25 26 27 28 29 30 31	1 2 3 4 5 6 7	8 9 10 11 12 13 14
FEB	15 16 17 18 19 20 21	22 23 24 25 26 27 28	1 2 3 4 5 6 7	8 9 10 11 12 13 14	15 16 17 18 19 20 21	22 23 24 25 26 27 28
MAR	29 30 31 1 2 3 4	5 6 7 8 9 10 11	12 13 14 15 16 17 18	19 20 21 22 23 24 25	26 27 28 29 30 1 2	3 4 5 6 7 8 9
MAR-APR	10 11 12 13 14 15 16	17 18 19 20 21 22 23	24 25 26 27 28 29 30	31 1 2 3 4 5 6	7 8 9 10 11 12 13	14 15 16 17 18 19 20
MAY	21 22 23 24 25 26 27	28 29 30 1 2 3 4	5 6 7 8 9 10 11	12 13 14 15 16 17 18	19 20 21 22 23 24 25	26 27 28 29 30 31 1
JUNE-JULY	2 3 4 5 6 7 8	9 10 11 12 13 14 15	16 17 18 19 20 21 22	23 24 25 26 27 28 29	30 31 1 2 3 4 5	6 7 8 9 10 11 12
AUG	13 14 15 16 17 18 19	20 21 22 23 24 25 26	27 28 29 30 1 2 3	4 5 6 7 8 9 10	11 12 13 14 15 16 17	18 19 20 21 22 23 24
SEPT	25 26 27 28 29 30 31	1 2 3 4 5 6 7	8 9 10 11 12 13 14	15 16 17 18 19 20 21	22 23 24 25 26 27 28	29 30 1 2 3 4 5
OCT	6 7 8 9 10 11 12	13 14 15 16 17 18 19	20 21 22 23 24 25	26 27 28 29 30 31	1 2 3 4 5 6 7 8 9	10 11 12 13 14 15 16
OCT-NOV	17 18 19 20 21 22 23	24 25 26 27 28 29 30	31 1 2 3 4 5 6	7 8 9 10 11 12 13	14 15 16 17 18 19 20	21 22 23 24 25 26 27
DEC						
JAN ⁹⁴						
JAN						
	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS
E	DDD 1 1 1 2	NNN 1 1 1 2	DDD 1 1 1 2	1 1 1 NNN 2	1 1 1 DDD 2	1 1 1 NNN 2
F	NNN 1 1 1 2	DDD 1 1 1 2	NNN 1 1 1 2	1 1 1 DDD 2	1 1 1 NNN 2	1 1 1 DDD 2
G	1 1 1 DDD 2	1 1 1 NNN 2	1 1 1 DDD 2	NNN 1 1 1 2	DDD 1 1 1 2	NNN 1 1 1 2
H	1 1 1 NNN 2	1 1 1 DDD 2	1 1 1 NNN 2	DDD 1 1 1 2	NNN 1 1 1 2	DDD 1 1 1 2

*MIDNIGHT SHIFTS BEGIN AT 7:30 PM. THE PRECEDING NIGHT
HOURS OF WORK: 7:30 - 7:30
HOLIDAYS: ☐

LETTER #2

N SEVEN DAY, 4 CREW, 12 HOUR WORK SCHEDULE

AMENDMENTS TO THE MASTER AGREEMENT

The Company and the Union agree that the following shall constitute amendments to provisions of the Master Agreement and the Local Appendix in order to give effect to the Seven Day, 12 Hour Schedule as provided herein where and when it applies to an employee.

Specifically:

Local Appendix

Article 3.1 is amended to read:

- (a) The standard hourly schedule for employees on the Seven Day, 12 Hour Schedule shall comprise twelve (12) hours of work in a twenty-four (24) hour period with two (2) twenty (20) minute paid lunch periods within the twelve (12) hour shift.

Article 3.3 is amended by adding the following:

When an employee is scheduled to a Seven Day, 12 Hour shift, he will be provided two (2) twenty (20) minute paid lunch periods. The lunch periods will be provided on a staggered basis around the fourth hour and the eighth hour of the shift.

Article 3.5 is amended to read as follows:

The payroll week for employees on the Seven Day, 12 Hour Schedule will commence at 7:30 p.m. Sunday and terminate at 7:30 p.m. on the following Sunday.

Article 3.6 is amended by adding:

For employees on the Seven Day, 12 Hour Schedule the days of rest shall be as per the attached schedule.

Article 4.1 is amended to read as follows:

Regular hours scheduled and worked in accordance with the Seven Day, 12 Hour Schedule attached hereto will be paid at straight time rates. A rate of time and one-half shall be paid:

- (a) For the first eight (8) hours worked on a designated first day of rest.

Article 4.2 is amended to read:

A rate of double time shall be paid for all hours worked:

- (a) In excess of twelve (12) hours during the twenty-four (24) hour interval of time from the beginning of an employee's scheduled shift.
- (b) On a designated second (2nd) day of rest. There shall be only one (1) designated second (2nd) day of rest in each week.
- (c) On a designated Plant Holiday.
- (d) On all designated days within the Christmas shutdown defined in Article 6.
- (e) For all hours worked in excess of eight (8) hours on an employee's designated first (1st) day of rest.

MASTER AGREEMENT

The following articles of the Master Agreement are amended as follows:

Article 3 1 - Plant Holiday

- 1. If an employee on the Seven Day, 12 Hour Schedule is scheduled to work on a Plant Holiday as part of his regular schedule he will, in addition to the provision in Article 4.2

of the Local Appendix, be paid twelve (12) hours at his regular rate unless it is needed to reimburse him for paid days lost during the Easter shutdown period in which case he may bank the twelve (12) hours as a Plant Holiday credit and unused Plant Holiday credits will be taken during the calendar year in eight (8) plus four (4) hour or twelve (12) hour lots, by arrangement with management at a time mutually convenient to the Company and the employee.

2. If an employee on the Seven Day, 12 Hour Schedule has a designated first or second day of rest on a Plant Holiday, he will be paid eight (8) hours at his regular rate unless it is needed to reimburse him for paid days lost during the Easter shutdown period in which case he may bank the eight (8) hours as a Plant Holiday credit. Unused Plant Holiday credits will be taken in eight (8) hour lots during the calendar year, by arrangement with management. at a time mutually convenient to the company and the employee.

Article 8 - Lay-off Allowance

- 8.3 Lay-off allowance payments shall be based on the standard, 40 hour work week.

Article 28 - Bereavement

"Day" for Bereavement pay allowance for employees on the Seven Day, 12 Hour Schedule shall mean twelve (12) hours.

Article 36 - Vacations

Vacation pay for a week's vacation under Article 36 for an employee on the Seven Day, 12 Hour Schedule will be based on the number of hours at their regular rate for which they are scheduled at the time of going on vacation. The vacation week will run from Sunday 7:30 p.m. to 7:30 p.m. the following Sunday.

Article 25 -Off-Shift Differential

The off-shift differential will be paid to all Seven Day, 12 Hour Schedule employees for all hours worked between the hours of 3:30 p.m. and 7:30 a.m. on his schedule.

Appendix F - Sickness and Accident Benefits.

Sickness and Accident benefits are paid on the basis of 90% or 66 2/3% of a forty (40) hour week.

If an employee is off sick during a 48 hour work week, the first such week during the sickness period will be covered as a 48 hour week. All subsequent weeks will be paid on the basis of 40 hour week. Benefits are payable from the first day if an employee is absent because of any accident or an illness requiring hospitalization. In any other event, benefits are payable after eight (8) hours of scheduled work if an employee has ten (10) or more years of service and after sixteen (16) hours of scheduled work if any employee has less than ten (10) years of service.

LOCAL APPENDIX

The following Articles of the Local Appendix are amended as follows:

Article 3 - Hours of Work

When a shift is impacted by moving into Daylight Savings Time, employees scheduled for a Seven Day, 12 hour shift will work eleven (11) hours and be paid for eleven (11) hours. When a shift is impacted by moving out of Daylight Savings Time, employees scheduled for a Seven Day, 12 Hour shift will work thirteen (13) hours with one (1) hour paid at double time rate.

Article 6 - Christmas and Easter Shutdown

Operations will be shut down during the Christmas season for a period of ten (10) days December 23rd to January 1st inclusive in

1991; nine (9) days December 24th to January 1st inclusive in 1992;
and nine (9) days December 24th to January 1st inclusive in 1993.

Heritage Day will be applied to the Christmas shutdown in 1991.

Employees assigned to the seven day schedule during the Christmas
shutdown will be paid as follows: (Base rate plus C.O.L.A.)

<u>YEAR</u>	<u>CREW</u>	<u>HOURS</u>
1991	I	40
	J	40
	K	80
	L	80
1992	I	48
	J	48
	K	60
	L	60
1993	I	80
	J	80
	K	40
	L	40

Employee; assigned to the Seven Day schedule will be required to
bank holiday credits if needed to reimburse them for paid days lost
during the Easter shutdown:

Letter #5 (Outside) - Administration of Random Days of Vacation

Randomdays will be granted in four (4), eight (8) or twelve (12) hour
increments except as limited below:

- maximum of ten (10) four (4) hour randoms
- maximum of ten (10) eight (8) hour randoms

However, four (4) hour or eight (8) hour randoms will only be granted
at the beginning and end of a shift.

Of these random vacation days allowed, up to one week blocks may
be taken in four (4), eight (8), or twelve (12) hour lots.

ADDITIONAL LANGUAGE

Seven Day, 12 Hour Schedule premiums

A 12 hour schedule premium will be paid for all hours worked by an employee on his regular scheduled shifts as per the following:

1991 - \$2.20 per hour

1992 - \$2.30 per hour

1993 - \$2.50 per hour

This premium will be paid at double rate for all hours worked on the "Fourth Day" of a scheduled four day week.

Absence Coverage

The Company reserves the right to schedule, in advance, overtime coverage for, vacation, lieu or random days, leaves of absence, bereavement, long-term sickness, etc., up to one twelve (12) hour shift per employee, per week, after normal canvassing.

Pay Cheque Distribution

Pay cheques will be distributed on Wednesday and Thursday of each week, thereby covering all employees assigned to this shift pattern,

Temporary Posting

AU temporary postings are for actual job and crew, when unwinding return to job and crew.

SICKNESS BENEFITS ON 36 HOUR WORK WEEK

12 HOUR, 4 CREW SHIFTS

* Sickness benefits will be maintained as a 40 hour work week pattern.

EMPLOYEE OFF SICK	LESS THAN 10 YEARS (LOSES 16 HOURS)	MORE THAN 10 YEARS (LOSES 8 HOURS)
1 DAY (12 HOURS)	24 HOURS WORK + NO SICK PAY	24 HOURS WORK + 8 HOURS SICK PAY
2 DAYS (24 HOURS)	12 HOURS WORK + 12 HOURS SICK PAY	12 HOURS WORK + 20 HOURS SICK PAY
3 DAYS (36 HOURS)	NO HOURS WORK + 24 HOURS SICK PAY	NO HOURS WORK + 32 HOURS SICK PAY

SICKNESS BENEFITS ON 48 HOUR WORK WEEK

12 HOUR, 4 CREW

* Only applicable to first such week during sickness period.

EMPLOYEE OFF SICK	LESS THAN 10 YEARS (LOSES 16 HOURS)	MORE THAN 10 YEARS (LOSES 8 HOURS)
1 DAY (12 HOURS)	36 HOURS WORK + NO SICK PAY	36 HOURS WORK + 4 HOURS SICK PAY
2 DAYS (24 HOURS)	24 HOURS WORK + 8 HOURS SICK PAY	24 HOURS WORK + 16 HOURS SICK PAY
3 DAYS (36 HOURS)	12 HOURS WORK + 20 HOURS SICK PAY	12 HOURS WORK + 28 HOURS SICK PAY
4 DAYS (48 HOURS)	NO HOURS WORK + 32 HOURS SICK PAY	NO HOURS WORK + 40 HOURS SICK PAY

LETTER #3

All employees hired at the Kingston Works after the date of ratification of the Collective Labour Agreement may apply for vacancies in accordance with Article 2 - Job Posting except:

Employees will be precluded from applying for vacancies in the same or lower Grade and Job Classification than that held by the employee for a period of Twelve (12) months from their date of hiring.

LETTER PI

R

Summer students are covered by all provisions of the Collective Labour Agreement except that where it is necessary to reduce the work force in accordance with Article 7, summer students will have no bumping rights and will be terminated before any regular employees are laid off.

When a summer student referred to in 2.1(a) 3 does not return to school, the following shall apply:

1. The job to which he has been assigned will be posted in accordance with Article 2.1. Should no one apply for the posting, the incumbent summer student will automatically remain on the job.
2. Any experience gained while employed as a summer student will not be considered when filling vacancies under Article 2 of the Kingston Appendix.

LETTER #5

Employees who cannot be placed in accordance with Article 7 because they are not qualified to bump an employee in the same or lower graded job. will be allowed to bump an employee with less seniority assigned to any job graded 24 and lower and will be trained on such job.

LETTER #6 - RE: ARTICLE 2 - JOB POSTING

The Company agrees that the Union will have the right to review application or rational sheets at any time. This agreement is subject to withdrawal if abused by the Union.

N **LETTER #7**

Subsequent to date of ratification of the Collective Labour Agreement in 1973 it was necessary for the Company to make changes to its organizational structure. Because of this change it is agreed that Article 7.3 will apply except that employees who are declared surplus and cannot be transferred laterally to fill an existing vacancy, will bump an employee with less seniority assigned to the same analysis in another department.

For the purpose of Article 7.3 the changes made with respect to the organization and departments, were for Company masons only.

LETTER #8

When 400 Spc. organization schedules a vacation shutdown in excess of two (2) weeks, employees who are entitled to more than 2 weeks (10 days) of vacation will on request to their manager, be provided work for 1 week, providing such work is available in the Cable Production Shop. This arrangement will be followed for up to a maximum of twenty (20) employees.

LETTER #9 - RE: REPRESENTATION - ARTICLE 12.1 (B)

Two (2) employees on the second shift and two (2) employees on the third shift will be appointed from among those working to handle complaints only.

LETTER #10 - RE: TRADES - LINES OF DEMARCATION

During the term of the Collective Labour Agreement, should the Trades Representative identify a problem with respect to lines of demarcation, the said Trades Representative can present such prob-

lem to the Trades Manager, with the intent to arrive at a resolution to the problem.

LETTER #11

The Master Article 12.1d will only apply if the other tradesmen of the same discipline are able to fully rotate shifts in a reasonable period.

LETTER #12 - RE: ARTICLE 7 - RECALL

R When an employee is recalled, the requirement of Article 7.4 (a) of the Master will not apply if the vacancy to which he is returning is in grades 25 and below, providing the employee has not previously disqualified himself from the job.

N **LETTER #13 - JOB COMBINATIONS**

In the event that two or more jobs (analysis numbers) are combined into one job (analysis number), the resultant "new job" will be evaluated, graded and assigned a new analysis number and the following rules will apply:

1. When a combined job is evaluated at grade 25 or below, the Company will assign employees to the new job (analysis number) on the basis of seniority from all the incumbents on the combined jobs (analysis numbers) involved until the required complement is obtained.

All incumbent employees then assigned to the new job (analysis number) will be provided with appropriate and necessary training and/or familiarization.

2. Remaining employees, if any, shall be surplusd from their original grade and job (analysis number).

3. In the event of bumping, any employee who has held any of the original jobs (analysis numbers) will be entitled to exercise humping rights on the "new job" and will be deemed qualified for such job.

4. For grades 26 and 27, the new job shall be posted. Selections shall be as follows:

- a) Incumbents on any of the original analysis numbers which were combined into the "new job" and, who posts for the "new job", will be deemed qualified and will be selected first on the basis of seniority.
- b) Should additional selections be required for the posting, employees who have held any of the original analysis numbers which were combined into the "new job" will be selected on the basis of seniority. Failing this, Article 2, Appendix "C" may be applied.

N **LETTER #14 • PLACEMENT OF EMPLOYEES
ON MEDICAL, RESTRICTION**

Should an employee become medically unfit and unable to perform the job to which he is assigned, it may be decided that he will displace the incumbent off the Binder Rewinder, Scraper Locate or offline colouring if the incumbent is not also on light duty. In cases where this is not possible the Union and the Company will co-operate in endeavouring to place such an employee preferably within his department and crew if restrictions permit, on a job he is capable of performing.

N **LETTER #15 • OPERATOR SELECTING TRAINING**

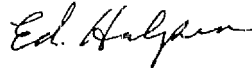
In the case of a permanent Grade 26 Analysis Number 25100 vacancy, the Company will select up to two people as per Article 2.2 (b) each year, prior to recall, if the need arises.

In the case of a permanent Grade 26 Analysis Number 25001 vacancy, the Company will select one person as per Article 2.2 (b) each year, prior to recall, if the need arises.

In the case of a permanent Grade **27** Analysis Number **25000** vacancy, **the** Company will select one person as per Article **2.2 (b)** each year, prior to recall, if the need arises.

The successful **applicants** will not be **permitted** to exercise any further rights under Article **2**, for a period of one (1) year **from** date of selection.

KINGSTON WORKS



E. Halpin



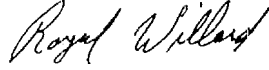
H. Renaud



D. Carroll



E. Carr

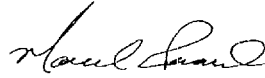


R. Willard

FOR THE COMPANY



J.S. Martin



M. Picard

DATE: May 8, 1991

APPENDIX "D" SAINT JOHN

ARTICLE 1 - RECOGNITION

- R 1.1 The Company **recognizes** the Union as the exclusive representative for the purposes of collective bargaining, in respect to rates of pay, and other conditions for the **term** of this Agreement and for succeeding agreements, for all employees of the Company who were employed in the Saint John Plant and who were included in the bargaining unit described below. --

The Company **recognizes** the Union as the exclusive Bargaining Agency of all employees of Northern Telecom Canada Limited in its **Communications** Systems Division, Saint John Plant at Saint John, N.B. save and except supervisors, those above the rank of supervisor, office staff, security guards, sales staff, co-operative students, and medical **staff**.

ARTICLE 2 - PLANT STATUS

It is acknowledged that the Saint John Plant was closed during 1990.

Employees who have not resigned hold certain ongoing rights, such as **recall rights** and **layoff allowance**, described in the Master Articles of this Agreement.

The **balance of the Appendix in the previous Agreement** is suspended. Should the **Company** establish a manufacturing plant in Saint John, such Appendix will serve as a basis for discussions regarding local **terms** and conditions of employment.

FOR THE CAW LOCAL 1905

SAINT JOHN

Ed. Halpin *Peter McNamara*
E. Halpin P. McNamara

FOR THE COMPANY

J.S. Martin
J.S. Martin

DATE: May 8, 1991

APPENDIX "E" BRAMPTON WORKS

ARTICLE 1 - RECOGNITION

The Company recognizes the Union as the bargaining agent of all employees of Northern Telecom Canada Limited at its manufacturing divisions in the Regional Municipality of Peel, save and except section managers, persons above the rank of section manager, registered nurses, professional engineers, and employees covered by subsisting collective agreements, students employed under a co-operative university Program, and members of the human resources department, secretaries to the manufacturing manager or equivalent or higher, and secretaries to managers reporting directly to the manufacturing manager or equivalent and specialists performing functions in purchasing, business systems, auditing, control/accounting, marketing and installation.

The Company agrees that it will not hire students to be employed under a co-operative university program while hourly employees qualified to perform the work are at layoff. Students employed under a cooperative university program who are on the payroll prior to a layoff of hourly employees will continue to be employed in the event of a layoff until the end of their work term.

ARTICLE 2 - JOB POSTING

All references to seniority in this Article are to Local Seniority (L.S.)

2.1 Jobs not. Posted

- (a) Re-evaluated jobs up or down;
- (b) Temporary vacancies of less than three (3) weeks' duration;
- (c) All Grade 3 jobs

2.2 Pool Jobs

- R AU Grade 3 jobs and jobs formerly graded 1M are considered pools and movement within these grades will be at the Company's discretion.

2.3 Posted Vacancies

All job vacancies except those listed in paragraph 2.1 and Article 32 shall be posted on Plant Bulletin Boards for a period of three (3) working days. An employee wishing to apply for such jobs may do so in writing on the prescribed form. The vacancy shall be filled on the basis of Local Seniority (L.S.) from among those who apply except where the senior applicant does not have the required skills and experience to do the job in the normal familiarization and training period for such job. In choosing between qualified applicants with the same Local Seniority (L.S.), the employee with the lowest employee number will be selected. Where the Company claims there are no qualified applicant(s) the most senior applicant(s) will be given the job with training. The Company reserves the right to limit the number of unqualified applicant(s) selected in any 30 day period to a maximum of 5% (with a minimum of one person) of any one department.

Unqualified applicant(s) will not be selected to fill vacancies for data entry/shop clerks, calibration lab, test set maintenance and technical testers, any new job which requires special academic qualifications or jobs moved in from another Company location. An employee cannot Post for a vacancy which the employee has created.

- R An employee who fills a posted vacancy and fails to meet the job requirements shall return to his/her previous job provided he/she has Local Seniority (L.S.) over the present incumbent. Where no previous jobs are available because of lack of Local Seniority (L.S.) he/she will be placed on any vacant Grade 3 job or may bump most junior Grade 3 employee.

The name of the successful applicant(s) and his/her Local Seniority (L.S.) shall be posted immediately, for a period of three (3) working days. Senior employees who have applied and are by-passed shall have the right to grieve.

A copy of each posting will be given to the Union with the names of the successful applicant(s). When a complaint arises over the selection, the Human Resources Dept. will provide the plant Chairperson, or Committee person with a list of all applicants for that posting, with reasons for acceptance or non-acceptance.

Employees who are on notice of layoff will not be selected to fill posted vacancies when there are more senior employees on layoff who have the necessary qualifications for the posted vacancy.

An employee who has failed to meet the required progress in skill training, will be allowed to re-enter skill training on the same job if:

- (a) they are able to provide proof of acquiring additional job related skills and/or academic upgrading.
- (b) or a period of six (6) months has elapsed since the last failure on the skills training program.
- (c) where progress in skill training exceeded the mid-way point of the normal training period an employee will be allowed to re-enter skill training once again on the same job if a period of three (3) months has elapsed since the last failure on the skills training program.

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Where employees apply for more than one posted vacancy and such postings are removed from the posting board the same week, the following will apply:

- R (a) where j&s are of different grades or where jobs are of the same grade, the applicant(s) will be given the choice of the **jobs** for which they are qualified.

2.4 Vacancies filled on the basis of **Local Seniority (L.S.)**

The following **types** of vacancies shall be filled strictly on the basis of Local Seniority (**L.S.**) from among those who apply:

- (a) All jobs previously graded **1M** and **2M**
(b) All **jobs** designated "Trainee" jobs
(c) All **jobs up to the Grade 4 level (except for those jobs which require special academic qualification).**

(A job associated with a **trainee job** will be posted indicating that the successful applicant will be paid at the trainee job rate **for the** duration of the designated training period, or the employee meets the requirements of the department, whichever occurs first.)

- R It is agreed that no existing jobs **will be converted** to trainee jobs during the life of this Agreement unless by mutual agreement.

2.5 Posting - Lateral and Down

Laterals and downgrades are allowed under the conditions set out below, provided an employee applies for the posted vacancy. Such vacancies shall be filled in the **regular** manner as set out in paragraph **2.3**.

- R (a) Employees are entitled to one **(1)** lateral and one **(1)** downgrade in each nine **(9)** month period. The nine **(9) month** period **starts** on the date the employee makes the first such move.
- (b) **An employee moved as a result of surplus or bumping,** will have the **opportunity to post** for one lateral or

downgrade for a period of twelve (12) months following the date of such move.

2.6 Preferred Local Seniority (L.S.)

- (a) In the filling of vacancies for trainers, applicants who have had previous **experience** on such jobs will **be** selected without regard to Local Seniority (L.S.).
- (b) In the **filling** of vacancies at Grade 5 level or higher requiring skills training at any level, applicants who have had previous experience on such jobs will **be** selected without regard to Local **Seniority (L.S.)**. Such preferred seniority **will** not apply on jobs where the skill training required is four (4) weeks or less.

2.7 Filling of Temporary Vacancies

R AU temporary job vacancies above Grade 3 which the Company believes **will last for less** than three (3) weeks will **not** be posted. The Company **will notify** the Union verbally to be confirmed in writing on **temporary** transfers lasting longer than one (1) week, **but** not greater than three (3) weeks. Time spent by employees in filling such temporary vacancies **will** not be credited if and when the vacancy is subsequently posted at a permanent basis. Posting of temporary vacancies lasting more than three (3) weeks shall state the vacancy is temporary and the reasons for such vacancies (e.g. sickness, medical restrictions long term, accident, leaves of absence, etc.).

Employees **returning shall be placed on their former job** and the employee who filled the temporary job shall have the right to bump an employee who filled the job which he left to assume the temporary position.

The temporary designation shall only apply to the original job vacancy and the job from which the replacement came. An employee filling a temporary vacancy shall not be

restricted **from** applying for a lateral transfer to a **permanent** job. An **employee** who laterals or downgrades to a temporary vacancy **will not be considered** to have used any of his rights to lateral or downgrade to a permanent vacancy as set out in paragraph **2.5**.

Temporary vacancies shall not last in excess of one (1) year. When this **does** occur, it **shall** be posted on a "permanent" basis.

2.8 During the posting procedure Management will **fill** vacancies at its **discretion** limited to a maximum of seven (7) working days.

2.9 Tests

It is the policy of the Company to keep tests to a minimum. The only jobs where tests will be given are the following:

- Data Entry/Shop Clerk (typing test)
- Calibration Lab
- Technical Tatter
- Test **Set** Maintenance

If the Company wishes to introduce a test for a job, other than **those listed above**, the **Company will discuss the matter with the Union** before introducing **such** test. In cases where applicants fail technical tests, upon request they will be advised of **areas** of technical weakness.

If there is any complaint following the taking of any test, the test and results **shall** be shown to, and discussed with the Union and the employee.

In those cases where the **employee** is within **10%** of the passing mark, an anonymous **re-mark** of the test will be arranged.

In the case of the Technical Tests, applicant(s) will only **be** allowed to write the test for the same grade three (3) times

in six (6) consecutive months. In the event such applicant presents proof that significant **progress** has been made in **upgrading** technical knowledge, then an additional attempt **will be** allowed. Sub-sequent **attempts** will **be** permitted when additional **proof** is submitted of further significant progress in upgrading technical knowledge. Employees who have failed to meet the required progress in skills training for tester jobs at the same grade on **three** successive occasions, will only **be** selected for any subsequent posted vacancy when they write and pass the test associated with the job being applied for.

- R On request to the Human Resources, an employee may **obtain** a current list of suitable texts that will cover the **content** of the tests described above. Copies **of the texts** will be available through the library.

ARTICLE 3 - VACATIONS

- 3.1 The two (2) weeks immediately prior to the August Civic Holiday shall be the standard vacation period during which the plant will be shut down insofar as possible, but where practicable the Company will provide work for those employees who are not eligible for vacation under the plan in Article 36.
- 3.2 Vacations will be scheduled annually by the Company and **shall be completed by May 31 of the following year**. It is not permissible to postpone the vacation period or any part thereof beyond May 31 of the year following the calendar year for which the vacation was given, except where the employee is unable to complete vacation by May 31 of the following year because of absence. In such cases, the employee will be paid vacation pay in lieu of vacation.
- R 3.3 Advance notice will be provided to the local Union at the earliest possible date of any vacation shutdown beyond the standard vacation period.

- R 3.4 Employees will **be** allowed to take random vacation days, such days will be restricted to the vacation entitlement in **excess** of the vacation shutdown.

If the employee works during all or part of the vacation shutdown, random vacation days will be restricted to this vacation entitlement in excess of two **(2)** weeks.

Of the **random** vacation days allowable, a maximum of five **(5)** days may be taken in one-half day (four hour) periods.

ARTICLE 4 - SKILLED TRADES

- 4.1 Notwithstanding **Master** Article 32.1, the skilled trades journeymen/women **shall be as listed below for the Brampton** location.

Group 1

Toolmaker
Toolroom Machine Operator
Inspector Tool and Gauge
Heat Treat

Group 2

Machine Repair
Millwright
Inspector Machines

Group 3

Construction Electrician
Maintenance Electrician
Instrument Repair

R

Group 4

Refrigeration & Air Conditioning Mechanic

Group 5

Electronic Technician

Group 6
Serviceman Commercial Tools

Group 7
Machinist Test Sets

Group 8
Trades Surplus Pool

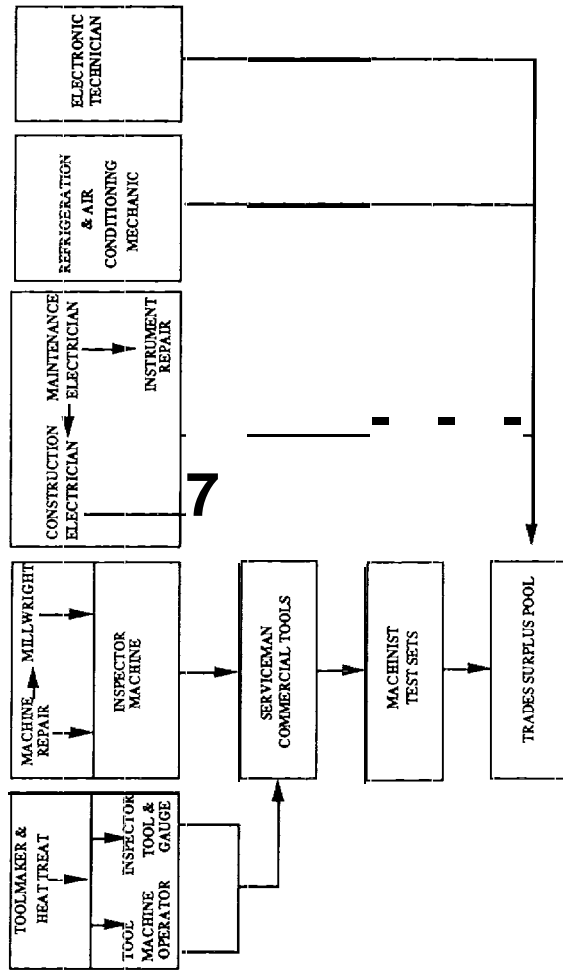
4.2 Surplus Trades **Employee** Movement

- (a) Within their Group: Seniority permitting, employees may move within their group as per the flow pattern or opposite to the flow pattern provided they are qualified.
- (b) Outside their Group: Employees may move outside their **group** provided **they** are qualified and have the seniority.
- (c) Should no qualified applicants apply to a posting, the vacancy **will be** filled by hiring a skilled trades employee qualified to fill the vacancy or by transferring **the junior qualified employee from the Trades Surplus Pool** to fill the vacancy.

- R (d) Trades employees who become surplus and are unable to bump or be placed in the Trades Surplus Pool because of a lack of seniority or a lack of work, **shall be offered the option of bumping into production jobs** prior to being laid off, if **such** employee has **Brampton** seniority date prior to March **29, 1982**.

Should the trades employee select layoff, his recall rights **will** apply **only** to a trades vacancy.

R ARTICLE 42: SURPLUS TRADES EMPLOYEE MOVEMENT



ARTICLE 5 - MEDICAL RESTRICTIONS.

5.1 Medical Restrictions - Short Term

- R An employee who is placed by the Company Medical Officer, on a medical restriction which requires him to **be removed from his job for less than ninety (90) calendar days**, will **be** assigned to a vacant **job** up to the grade 4 level compatible with the medical restriction without loss of rate. He may post to job vacancies which are compatible with his medical **restriction**. On termination of the medical **restriction**, the employee will return to his own job, as per Appendix "E" Article 2.7

5.2 Medical Restrictions - Long Term

- R An employee who is placed, by the Company Medical Officer, on a medical restriction which requires him to **be removed from** his job for longer than ninety (90) calendar days, will be assigned to a vacant former job compatible with his medical restriction, and at the highest possible grade level. **The employee shall** be allowed to indicate where he could **be** placed, provided the **job** is compatible with his medical restriction, and provided he is capable of meeting the normal job requirements within a period of twenty-five (25) days.

The employee will be paid the assigned rate at the start of the payroll period following completion of one year from the date of assignment. He may post to job vacancies which are compatible: with his medical restriction. If **the** medical restriction terminates within one year, the employee will return to his own **job** as per Appendix "E" Article 2.7.

- 5.3 The: Union **will be** provided with lists of jobs which can, in general, be performed by employees with **certain** medical restrictions.

- 5.4 The: Union **will be** advised in writing monthly of moves necessitated due to medical restrictions. Where a problem

arises in placing an employee due to a medical restriction, the Company agrees to discuss the problem with the Union.

- R 5.5 The Company will provide the Union with a list of jobs that can, in general, be performed by employees with various medical restrictions.

This list will be updated on an annual basis.

- R 5.6 In the event a skilled trades employee is placed by the Company Medical Officer on a medical restriction, the Company will endeavor to maintain the employee within skilled trades.

ARTICLE 6 - LACK OF WORK, LAY-OFF AND RECALL

- 6.1 When a shortage of work necessitates a lay-off or a decrease in the number of employees assigned to an analysis number for a period of more than four (4) weeks (when less than four (4) weeks, surplus employees will be deployed without affecting their rate) employees shall be displaced in the following manner:

- (a) Probationary employees will be terminated before any other employees are laid off provided the remaining employees are capable of performing the work done by the probationary employee.
- R (b) A surplus employee shall be notified that he is being returned to his former job if held by a more junior employee. He shall have the right to bump a junior employee at the same grade from which he was displaced or next lower grade(s) in order, provided he is capable of meeting the normal job requirements within a period of twenty-five (25) working days.
- R Such employee shall be given the normal instructions for such job during the period of twenty-five (25) working days. An employee whose experience indicates that he cannot meet the above require-

ments shall be returned to his former job. If his former job no longer exists or is held by an employee with greater Local Seniority (L.S.), he will be given a comparable job. Comparable job means a job at the same grade level as his former job and in a related type of work. If surplus junior employees cannot be placed on jobs as provided for under this Article they shall be laid off. In the case where two or more employees have the same Local Seniority (L.S.), the employee(s) with the highest number will be moved first.

R (c) Employees being downgraded to Grade 3 can be placed on any Grade 3 job where required. Employees being laid off will be laid off in order of Local Seniority (L.S.). In the case of two or more employees having the same Local Seniority (L.S.), layoff will occur based on employee number. The employee with the highest employee number will be laid off first and subsequent employees will be laid off in descending order of employee number. When an employee who is about to be laid off, has greater seniority (L.S.) than an employee at a higher grade, then the senior employee will be allowed to bump the junior employee provided he meets the conditions outlined in 6.1 (b).

(d) If a lack of work develops on a job where there is an employee on a temporary posting, the temporary employee will be returned to his previous job irrespective of Local Seniority (L.S.).

R When the employee returns, efforts will be made to have the employee return to the same or similar position as that held prior, if the temporary posting no longer exists.

The permanent employee, upon return will, if necessary, displace the most junior on that analysis number,

provided he has sufficient Local Seniority (L.S.).
Lacking such seniority, the returning employee shall have bumping rights as per paragraph 6.1 (b).

6.2 Notice re Surplus

When a shortage of work necessitates a transfer from one analysis number to another, the Company will give employees affected a minimum of five (5) working days notice. Concurrent with such notice to employees, the Company will give the Plant Chairperson a list of employees affected.

6.3 Notice of Lay-off

The Company will advise employees with seniority and give to the Local Union a list of employees to be laid off at least two weeks in advance of a proposed reduction in the work force, or notice of layoff as provided in the appropriate government legislation, whichever is greater. For the purposes of notice, time on temporary layoff will not be used if such layoff is converted to an indefinite layoff. Employees who are paid in lieu of notice will receive their regular weekly wages with appropriate deductions, during the period of notice, until the effective date of layoff.

6.4 Preferred Local Seniority (L.S.)

R In the event of a layoff, the Zone Committeeperson shall have top Local Seniority (L.S.) in the zone he represents. The skilled trades representative shall have top Local Seniority (L.S.) in skilled trades. Therefore, so long as other employees remain at work within his zone, a Zone Committeeperson (or skilled trades representative) shall not be laid off provided he is qualified and willing to do the job available. The Plant Chairperson, President, Vice-President, Financial Secretary and Recording Secretary shall have top Local Seniority (L.S.) in the plant on the same basis.

6.5 Recall ~~from~~ Lay-off

- R
- (a) **The Company will recall laid off employees in order of their Local Seniority (L.S.) at the time of lay-off provided such employees have Recall Rights as per Master Article 5, and are able to meet the normal job requirements of the available job vacancies within a familiarization period of twenty-five (25) working days provided they have kept the Company informed of any change of address. The Company agrees that it shall send a registered notice to the last recorded address, with a copy to the Plant Chairperson.**
 - (b) A laid off employee shall be given an additional two (2) year period of hiring preference after **expiry** of Recall Rights if he makes application in writing to **the Company** and **presents himself for employment**. Failure to accept an offer of employment shall terminate this preference. The Company retains the right to make the final selection.

6.6 Bridging of Local Seniority (L.S.)

Local Seniority (L.S.) shall be bridged under the following circumstances:

- (a) An employee who leaves the bargaining unit and subsequently returns shall have his previous Local Seniority (L.S.) restored. After three (3) years in the bargaining unit the Local Seniority (L.S.) of employees so affected will be adjusted on the basis of full Continuous Service (C.S.). Such transfers will be limited to a maximum of five (5) in any twelve (12) month period.
- (b) Employees transferred with their jobs into the bargaining unit ~~from~~ other locations **will hold Local Seniority (L.S.) on the transferred-in functions based on total past Continuous Service (C.S.), but will only hold Local Seniority (L.S.) accumulated subsequent**

to transfer, for other purposes outside the transferred-in function. After three (3) years in the bargaining unit the Local Seniority (L.S.) of employees so affected **will be** adjusted on the basis of full Continuous Service (C.S.). Such transfers **will** be limited to a maximum of five (5) in any twelve (12) month period.

ARTICLE 7 - HOURS OF WORK 34-4000

7.1 The regular hours of work for day, afternoon and night shifts will be **eight (8)** hours per shift for five (5) days with a total of forty (40) hours for the week. **This is not to be construed as a guarantee to provide work for any period whatever.**

7.2 The regular hours of work shall be as follows:

Regular Shifts

7:00 a.m. to 3:30 p.m.

7:30 a.m. to 4:00 p.m.

Multiple Shifts

1st Shift. 7:00 a.m. to 3:30 p.m.

2nd Shift - 3:30 p.m. to 12:00 Midnight

3rd Shift - 11:00 p.m. to 7:00 a.m.

Continuous Shifts

1st Shift 8:00 a.m. to 4:00 p.m.

2nd Shift - 4:00 p.m. to 12:00 Midnight

3rd Shift - 12:00 Midnight to 8:00 a.m.

The above schedule of working hours shall be maintained until notice of change is given by the Company. **Prior** to such notice the intended revisions will be discussed with the Union.

7.3 All employees shall have one half hour as a lunch period during their regular shift. Employees **on** continuous shift commencing at 12:00 Midnight and finishing at 8:00 a.m. and employees **on** multiple shifts commencing at 11:00 p.m.

and fishing at 7:00 a.m. shall be paid for the half hour lunch period.

7.4 The Payroll week commences at 11:00 p.m. on Sunday and terminates at 11:00 p.m. on the following Sunday. A shift commencing at 11:00 p.m. shall be considered a shift of the day following Midnight.

ARTICLE 8 • OVERTIME

8.1 The number of straight time hours in any one shift shall not exceed eight (8) hours. The number of straight time hours in any one week shall not exceed forty (40).

8.2 Overtime shall be paid for all hours worked in excess of eight (8) hours during the 24 hour interval of time from the beginning of an employee's scheduled shift, except when an employee is required to report for work prior to the commencement of his regular shift. In such cases the employee will be paid overtime for the time worked prior to the start of his regular shift and he will be given the opportunity of also working his regular shift.

8.3 Employees shall be paid for overtime:

(a) One and One half (1 1/2) times their hourly rate for hours worked in excess of eight (8) hours, but not in excess of twelve (12) hours on any one shift.

(b) Twice their hourly rate for hours worked in excess of twelve (12) hours on any one shift.

8.4 Employees shall be paid twice their hourly rate for all hours worked on Sunday.

Employees working third shift will be paid straight time for the hour between 11:00 p.m. and 12:00 midnight Sunday.

8.5 Employees shall receive regular holiday pay in addition to double time for all hours worked on a statutory holiday.

8.6 Employees shall **be** paid overtime for all time worked on a Saturday **on** any shift **commencing** on Saturday on the basis of **time** and one half for the first eight (8) hours and twice their hourly rate for hours worked in excess of eight (8) hours. 37C-6

8.7 It is **recognized** by the Union that the needs of the business **require** shift and overtime work.

Overtime shall **be voluntary** except under the following conditions:

- (a) A case or cases of emergency ✓ 40-
- (b) When employees have been given twenty-four (24) hours' notice or mom that overtime is **required**, such employees may request **to be excused** from working overtime provided they have a legitimate reason for being excused. **Such** legitimate reason shall not **be** unreasonably denied.

8.8 Every **effort will be made to avoid the necessity** for working employees on holidays. When it is considered necessary to schedule holiday work, the Union **will be** notified as soon as possible.

8.9 Equalization of Overtime Opportunity

The opportunity for overtime work in a department shall be **offered to and equalized among employees normally engaged** on the work insofar as possible. Abnormal conditions which have to be considered in the recording of the opportunities offered and their effect on the **equalization** are listed below, together with the manner in which they will be treated.

- (a) In the **event** that insufficient employees are obtained for overtime **on** a particular job, the Company will fill its requirement by offering overtime to employees outside the job who are capable of performing

the work. **Overtime** hours worked by such employees shall be recorded for the **purpose** of overtime **equalization**.

- (b) When an **employee** is on loan or a temporary **transfer** for **three (3) weeks or less** to another department his/her opportunity to work overtime shall be offered to **him/her** by **his/her** own department, **Equalization** will thus **be** maintained with employees in **home** department.
- (c) When an employee is not at work (sick, absent with permission, etc.) **equalization** opportunities will **be** maintained **and charged as though the employee was** present.
- (d) **Employee permanently transferred or on a temporary posting to another job. Upon entry into a new job** the employee will be charged with the average overtime of those employees already assigned to the job to which **he/she** has been assigned. His/her opportunity for overtime will be based **on** this average.
- (e) Less than **24** hours notice. Only hours worked shall be charged.
- (f) **Equalization** of opportunity for overtime shall **be** based on hours paid or hours that would have been paid had the employee worked the overtime requested.
- (g) In the allocation of overtime, should the **Company** by-pass an employee, arrangements **will be made** by the Company either to offer the equivalent amount of overtime within a period of one **(1)** month from the date of complaint or grievance, or pay him/her for same.
- N (h) When an employee has been selected to a posting, **his/herequalization of overtime** opportunity shall **be**

maintained until the employee is released to his/her new job.

8.10 Overtime records will be posted in each department and will be brought up to date weekly in a consistent manner throughout the Plant.

In the case of a complaint or grievance, the committee person may have copies of such records as are available in respect of overtime hours.

N 8.11 When jobs (or departments) are combined, affected employees will have their overtime opportunity hours zeroed immediately.

R ARTICLE 9 - HEALTH AND SAFETY

R As agreed at negotiations, the following is the general structure of the Joint Health and Safety Committee as it will apply to Brampton works:

R - Six members from the local Union, one of which will be the Union Health and Safety Specialist/Certified Representative.

Six members from the Company, one of which will be the Manager, Resource Protection, or his delegate

Chairperson shall be the Manager, Resource Protection, or his delegate

The Chairperson shall issue minutes and be prime on follow-up

The committee shall meet at least once per month

When necessary alternates may be designated

N

LETTER #1 - APPRENTICESHIPS

This will confirm the agreement reached between the Company and C.A.W. Local 1915 that the following Apprenticeship Programs will be established at BRW.

1. Refrigeration and Air Conditioning Mechanic
 - a) Current employees (as of 25 February 1991) on the millwright classification will be given the opportunity for entry to this new classification in order of seniority (L.S.). Selection will be made from those who have applied in writing, to be designated as a Learner for this new skilled trades classification, and will be assessed for advance standing in this program. The rate of pay and seniority (L.S.) of those selected shall not be affected.
 - b) The posting procedure outlined in Master Article 32.3 will be followed prior to posting a notice of a vacancy for an apprenticeship for any subsequent requirements.
2. Electronic Technician
 - a) Formal apprenticeships in this skilled trades classification will be established and implemented as required.
 - b) The posting procedure outlined in Master Article 32.3 will be followed prior to posting a notice of a vacancy for an apprenticeship.
 - c) Implementation of the apprenticeships for this skilled trades classification will follow the provisions outlined in Master Article 32.18.

- d) The selected candidate(s) will be designated as an apprentice for this skilled trades classification, and will be assessed for advance standing in this program.

It is understood by both parties that where possible the programs will follow the guidelines established by the Ontario Ministry of Skills Development, and commencement of the apprenticeships will be subsequent to the finalization of course content and approval by the appropriate regulatory body.

In recognizing the Brampton skilled trades classification of Electronic Technician as a contemporary trade, the parties agree to jointly approach the Ministry for the purpose of establishing an apprenticeship of at least 8000 hours, and subsequent certification by the Ministry.

LETTER #2 SKILLED TRADES - E.D.M. TRAINING

Opportunities for training on the Toolroom Electrical Discharge Machine will be offered to fully qualified tool makers in order of seniority, the most senior having the first opportunity.

N LETTER #3 - COMBINING OF JOBS

R The following will summarize the practice of the Company when combining two or more jobs, and is not intended to conflict in any way with the provisions of Article 6, Appendix "E" of the Collective Labour Agreement between the parties:

1. All incumbent employees then assigned to the different jobs will be assigned to the combined job, with the appropriate and necessary training and/or familiarization.
2. Such combined jobs shall be considered "former jobs" where the predecessor jobs were considered as "former jobs".
- N 3. For the first year of such assignment to the combined job, all incumbent employees will have the opportunity to post for one additional lateral or downgrade.

LETTER #4 - GRIEVANCES

Employees will have the right to grieve on classifications and claims of discriminatory transfers **between departments**.

LETTER #5 - CONDITIONS GOVERNING THIRD SHIFT

The parties **agree** that the following conditions shall govern the **operation** of the Third Shift:

- (a) Present operations involving employees **working** steady third shift on a voluntary basis **shall** be as follows:

The Third Shift to **be** staffed by volunteers where possible, and such voluntary assignments **shall be** for a maximum of twelve (12) months. Request for renewal **will be** given full consideration. The first and second shifts **shall** rotate on a weekly **basis**.

Where there are insufficient volunteers to **staff** a job on the steady third shift, **all** three shifts **shall** rotate on a weekly basis.

When there are several employees on a given job **on** each **shift**, rotation of all three shifts **shall** be limited to the positions on the job on the third shift when: no employee volunteers. The remaining shift work **shall** be divided as equitably as possible among those not volunteering for the steady third shift.

- (b) Initial establishment of third **shift** on any job.

When instituting a third shift on a specific job, employees presently **working** on **that job** on first and second shifts will **be given the opportunity to indicate in writing whether or not** they wish to transfer to the steady third **shift** on their job. Assignment to steady third shift will be for a maximum of twelve (12) months and request for renewal will be given full consideration. Those who indicate their willingness to work the steady third shift will **be** selected in order of

seniority. Should insufficient employees volunteer to work steady third shift, the remaining employees will be placed on three shifts rotating weekly.

(c) **Transfers from steady Third Shift to First and Second Shifts.**

Third shift volunteers shall be permitted to revert to the other shifts. This will normally take place on Monday, provided notice of desire to change shift is given by end of shift the previous Monday. Voluntary replacements from among those working on the job on the other shifts shall be sought. Should no replacement volunteer for the steady third shift, the three shifts shall rotate on a weekly basis. A steady third shift may be established at any time in accordance with Section (b) above.

N **LETTER #6 - SAFETY AND/OR E.S.D. FOOTWEAR**

1. The subsidy for safety footwear in areas where safety footwear is desirable but not mandatory, will be \$30.00 as of date of ratification.
2. Should the Company introduce the mandatory use of static conductive shoes (E.S.D. footwear) the following will apply and item 1. will no longer be available:
 - i) in area; where safety footwear is mandatory, employees will be required to wear static conductive safety shoes manufactured by an approved supplier. The company will make a payment of up to eighty (\$80.00) dollars per year to an employee who provides proof of purchase. This will replace the subsidy listed in Article 15 of the Master Agreement.
 - ii) In all other areas employees will be required to wear static conductive shoes manufactured by an approved supplier. The Company will make a payment of up to eighty (\$80.00) dollars per year to an employee who provides proof of purchase.

The Company will encourage the wearing of static conductive safety shoes in areas where safety footwear is desirable but not mandatory.

- iii) Employees in the Skilled Trades classifications of Electricians and **Electronic** Technicians will not be required to wear conductive footwear. However, these employees will qualify for this level of subsidy should they purchase safety or static conductive safety shoes.
- iv) **The Company** will maintain a list of approved suppliers and styles.
- v) To facilitate the introduction of this policy, for the initial nine (9) months after implementation, the Company will provide a 50% subsidy for a second pair of static conductive footwear to an employee who provides an additional proof of purchase.

LETTER #7 - APPENDIX "E", ARTICLE 6

In order to clarify the intent of the four (4) week period referred to in Article 6.1, the following interpretation is agreed to:

The period shall commence the day the employee physically moves from his job.

**LETTER #8 - SKILLED TRADES
- SUPPLEMENTAL HELP**

It is agreed between the parties that Articles 32.7 and 32.8 regarding supplemental trades help, will not apply to the Brampton Local 1915.

LETTER #9 - UNLISTED PRIVILEGES

The Company agrees that existing general privileges not included in this Agreement will not be withdrawn during the life of this Agreement without due and sufficient cause and the Company undertakes to advise the Union of any contemplated changes.

**LETTER #10 - PROTECTION FOR EMPLOYEES ON
RELOCATION OF OPERATIONS OR JOBS,**

For **Brampton** Works, the following procedure will replace Article 29.5(a):

Employees on jobs affected shall have their rates maintained for twelve (12) months. Employees with five (5) years or more Continuous Service (C.S.) will have their rates maintained for the life of this Agreement. Employees who become surplus because their jobs are moved to other Company locations will be allowed to post laterally or down without regard to qualifications (subject to the requirements of Article 2, Appendix "E"). If they are the senior applicant they will get the posting with the necessary training to do the job. Training in this case means the training that is normally given on the job to which they are posting as well as training and experience at lower graded jobs if necessary. When such training or experience is required the movement through the lower grades shall be based on the employee(s) meeting the normal requirements of the job(s).

When training and/or experience is required at lower graded jobs, the Company may assign an employee to perform the duties of the actual job to which the displaced employee is posting, for the duration of such training in order to maintain production.

Assignment to a temporary job will not affect employees' posting rights.

Should the operation or job return to **Brampton**, employees on such rate protection will be required to post to their former jobs or lose rate protection.

LETTER #11 - FORMER JOB

For the purpose of Article 6, Appendix "E", former job means (effective February 25, 1985) a position held for at least three (3) months as indicated on the employee's profile.

This would include time spent on any associated trainee job.

Employees removed from a job due to lack of work shall not be affected.

LETTER #12 - APPENDIX "E" - ARTICLE 6

This letter shall serve to clarify procedures which have been followed at the Brampton Works in relation to surplus employees. It is not intended to conflict in any way with the provisions of Article 6, Appendix "E" of the Collective Labour Agreement between the parties.

In the event that an employee is declared surplus, he shall be notified that he is being returned to his former job as per Article 6.

At times an opening may exist on the employee's former job, that is, the same analysis number. In such a case, the employee will be placed in that opening. The opening will be verified by an existing requirement prior to the effective date of the surplus.

When an employee, seniority permitting, exercises his bumping rights in accordance with Article 6, Appendix "E" to a job where an existing requirement as defined before exists, he will be placed into the vacancy with training.

The local Union will be advised in writing within one week of such moves taking place.

LETTER #13 - SKILLED TRADES MOVEMENT

In order to address the Union's proposal to allow for movement between the Brampton trades classifications, it is agreed that the following procedure will apply.

When vacancies occur in a related trade classification, and at the same time there is a surplus Tool and Die trades employees, or there is to be a reduction in that trades classification, such vacancies will not be posted and the procedure will be:

- 1) A notice will be placed on the Company notice board advising of the vacancies.

- 2) Skilled trades employees who are affected as per Paragraph 2, and feel that they have **skills** and **experience** related to the vacancies, will be allowed to apply for the vacancies in writing.
 - 3) The Trades Department Manager and the Trader: Union **Representative** will form the **Selection** Committee, and will meet to review the applications in order to make a selection, and determine credit for related skills and experience. If agreement cannot be reached, the Company will make the **final** decision.
 - 4) When the Committee or the Company makes the determination into which trades classification a selected **employee** will be placed, he will be credited for skills and **experience** and the Company will provide the appropriate training to allow the **employee** to achieve Journeyman/woman status.
 - 5) When an employee is transferred as above, he will continue to hold his seniority (**L.S.**) in his original trade, but will have date of entry seniority (**L.S.**) only in the trade to which he is transferred, **and** this same date of entry seniority (**L.S.**) in any subsequent transfer or posting within the same trades **group**.
- R

LETTER #14 - LATERAL MOVEMENT

This letter will confirm the agreement reached during negotiations concerning Article 2.5 of Appendix "B".

Employees may apply for a lateral transfer to a posting for a vacancy on their same job, that is, the same analysis number, in a different department, provided such employees have been assigned **continuously to the job in their current department for a period of twelve (12) months**.

- R An employee moved to a different department on their **same job, that is, the same analysis number**, as a result of surplus shall have the aggregate time considered when calculating this period of twelve (12) months.

An employee may request to be assigned to another function on the same job, that is, **the** same analysis number, within **the** department, by indicating to their manager in writing.

Consideration shall be given to the seniority of the employee, the employee's reason for the request, and the ability to ensure customer needs.

Such **requests** will not be unreasonably denied.

N **LETTER #15 • BUMP TO FORMER JOB**

Employees who bump to a **former job** and **that** job has changed **since** the employee's previous assignment to such job, the employee will be entitled to a maximum of twenty-five (25) working days **familiarization** and/or training on the changed portion of the job. In addition, the employee will be entitled to treatment as **per** Appendix "B", Article 6.1(b).

LETTER #16 • TESTER CERTIFICATION.

R This letter will record the understanding reached at negotiations concerning certification of employees for tester jobs.

Employees who successfully complete the training course specifically established at the request of Northern Telecom **BRW**, and **associated** with the entry level production tester/troubleshooter job function, (i.e. grade **5**) will not be required to write the presented test requested with **the** job posting, if the program has been completed within a year prior to the effective date of the job posting.

**LETTER #17 • SHORT DURATION RECALL
AND HIRING**

During negotiations the Company and the Union had extensive discussions regarding the need to address temporary staffing problems in a timely and effective manner. As a result, the following program was agreed to by both parties.

Notwithstanding the provisions of Article 2 of Appendix "E" where the Company identifies a temporary increase in work-load requiring additional staffing of at least twenty (20) employees for a period of up to ninety (90) calendar days, the Company will meet with the Union to discuss the specific requirements. Discussion will include, but not be limited to, the business reasons for the requirement, the jobs in the specific departments involved, the duration of the requirement and the number of people involved.

These positions will be filled by posting temporary vacancies identified as "temporary work-load increase". Successful applicants shall be retained for the duration of the term and shall return to their previous work position at the conclusion of the term.

The Company will fill any such outstanding requirements, and all backfill requirements directly. First, laid off employees will be recalled on the basis of seniority, provided they are available to work for the expected duration of the assignment. Should there be insufficient laid off employees to fill such vacancies, the Company may fill the vacancies by hiring. Employees recalled or hired to such temporary vacancies will remain on the job in the specific departments identified and shall have no posting rights for the duration of such assignments.

Vacancies shall not be filled in the foregoing manner during a surplus resulting in lay-off. No permanent employees shall be displaced as a result of a bump while there are such temporary employees assigned to the same job and department. Prior to any permanent employee being laid off, all such temporary employees will be displaced.

There shall be no more than one application of this program at one time without agreement. In no event shall such assignment exceed ninety (90) calendar days.

Should problems arise concerning the administration of the program, the parties will meet to discuss the problems. This meeting will take place within reasonable time of being requested and the Corporate Director - Industrial Relations or delegate and the CAW National Representative will attend. If the problems discussed at the meeting

are not resolved, the Company or the **Local** and the National Union have the right to **discontinue** the program **on thirty (30)** calendar days' notice.

N **LETTER #18 - SHIFT WORK**

It is agreed that operations involving shift work would have employees rotate on a weekly basis.

When business **needs** prevent this general practice, rotation shall be arranged as equitably as **possible**.

The Company will provide one (1) week's notice for change of shift whenever possible.

However, in no event will such notice be less than two (2) working days (except prior to a weekend, when the Company will give notice on or before the end of the fourth scheduled shift in the week.)

In the event that two employees on equal job functions have mutually agreed to **trade** shift assignments, **such** arrangement shall be communicated to their respective managers prior, and **shall not** be unreasonably denied.

N **LETTER #19 - POSTING PROCEDURE**

Job postings will indicate the number required.

Should the requirements increase or decrease prior to the posting being removed **from** the notice boards, the revision **will be** reviewed with the Union.

At times it may be necessary to extend the job posting time period listed in Article 2 of Appendix "E".

It is agreed that an **employee** who has been selected through the posting process **be** released to his/her new job no later than twelve (12) working days from the effective date of the job posting.

It is **recognized** that critical business needs may at times delay such transfers. and these will be discussed with **the** local Union.

N LETTER #20 -LOCAL PRESIDENT

The President of **Local 1915** will be assigned to the day shift.

If the position of a full-time **President** is required for **C.A.W. Local 1915**, he/she will be granted a Leave of Absence on a yearly basis.

The Company will pay the employee at his/her hourly rate, including C.O.L.A. for the duration of his/her Leave of Absence. **C.A.W. Local 1915** will reimburse the Company for the full payment of such wages. The Company **will** invoice the Union on a monthly basis on these arrangements.

AU benefit payments for the period of Leave **will be borne** by the Company.

FOR THE CAW LOCAL 1915

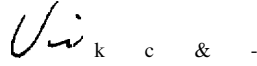
BRAMPTON



E. Halpin



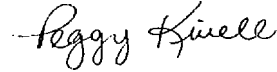
D. Clark



V. Robson



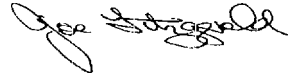
M. Cann



P. Kivell



D. Monies



J. Fitzgerald

FOR THE COMPANY



J.S. Martin



A. Priede

DATE: May 8, 1991

APPENDIX "T" • PENSION/BENEFITS

1. PREAMBLE

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FROM 8.1.
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80-4

1.1 This appendix, which shall form part of the Collective Labour Agreement (hereinafter called the "Agreement"), describes amendments to those plans which shall be in effect for active employees during the term of the Agreement, information relating to cost sharing, and reference to preservation of those Company plans which are not contractually covered.

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9102-9112
3780

1.2 The effective dates of amendments of these plans, where applicable, are noted in the relevant Paragraphs hereafter.

1.3
20-2212
2400
2400-2412
3900

The term applicable shall be as defined for the Agreement, except with respect to the Pension Plan which shall be for the term from January 1, 1991 to and including December 31, 1993.

81-1

Agreements with respect to the plans described in this appendix may be changed or amended by mutual consent of the parties hereto, with such changes or amendments to be in the form of appendices to the Agreement. The duration of the Agreement cannot be affected by such changes or amendments.

1.5 The plans, hereinafter called the "Plan(s)", covered by this appendix shall be continued automatically at the expiry of the Agreement until a new agreement is ratified or until the Union is entitled by law to commence legal strike or the Company is permitted to lockout.

1.6 For the purposes of this appendix, the following definitions shall prevail:

1.6.1 "Benefit Group" shall mean the categories of job classifications or grades determined as follows:

<u>Benefit u p</u>	<u>Job Classifications</u>
1	23 to 24; 03 to 04
2	25 to 28; 05 to 08
3	29&30; 09; 15T; Trades

1.6.2 For the purposes of the Plans referred to in paragraph 2,3,4, and 5, "eligible dependents" shall mean the following:

- 568-1
- (i) The person who is legally married to the employee, or a person of the opposite sex who is cohabiting with the employee and who is publicly represented as the spouse of the employee:
 - (ii) Unmarried natural or legally adopted, dependent children of the employee or spouse who are:
 - (1) living or deemed to be living with the employee, including those where support for benefit coverage has been dictated by a court order, and
 - (2) (a) under age 21, or
 - (b) over age 21, but not over age 25, and are full-time students at an accredited college or university; and,
 - (3) (a) Canadian citizens, or
 - (b) landed immigrants;
 - (iii) physically or mentally handicapped financially dependent children, regardless of age, provided:
 - (a) they were handicapped and dependent prior to age 21, or

- (b) they were handicapped and dependent between age **21** and age **25**, and were full time **students** at an accredited college or university at the time they became handicap@ and dependent.
- (iv) any child who is in the custody of the employee pursuant to a valid and existing custody order and **whomeets** the qualifications **set out in** (ii) above and is financially dependent on the employee.

1.6.3 "Eligible dependents" shall mean, for purposes of paragraphs **9,10**, of this appendix:

- (i) "Spouse" means either the employee's legally married spouse who was living with the **employee** at the time of the employee's death or, if the employee so elects, the employee's legally **married** spouse who was not living with the employee at the time of **the** employee's death or, if neither of these is **applicable**, a person of the opposite sex who was publicly represented by the employee as the latter's spouse, and who

1 (a)

was not prohibited from **marrying** the employee by reason of the marriage of the employee or of such person to another individual, and

1 (b)

had resided with the employee for a period of one year immediately preceding the employee's death, or

2 (a)

was **prohibited** from marrying the employee by **reason** of the marriage of the employee or of such person to another individual, and

2 (b)

had resided with the employee for a period of three **years** immediately preceding the employee's death.

(ii) Unmarried natural or legally adopted, dependent children of the employee or spouse who are:

(1) living or deemed to be living with the employee including those where support for benefit coverage has been dictated by a **court** order: and

(2) (a) under age **21**, or

(b) over age **21**, but not over age **25**, and are full-time students at an accredited college or university; and,

(3) (a) Canadian citizens, or

(b) landed immigrants:

(iii) physically or mentally handicapped financially **dependent** children, regardless of age, provided:

(a) they were handicapped and dependent prior to age **21**, or

(b) they were handicapped and dependent between age **21** and age **25** and were full time **students** at an accredited college or university at the time they became handicapped and dependent.

(iv) Dependent parents.

The above eligible dependents shall b-e ranked in descending order of priority.

N 1.7 "Spouse" shall mean, for the purpose of Paragraph 11 of this appendix:

(i) A Person of the opposite sex who,

1 (a)

is legally married to an employee and not living separate and apart from that employee;

1 (b)

is not married to an employee, but is **living** with the employee in a conjugal relationship and is publicly represented by the employee as the latter's spouse, and who

(i) if not prohibited from **marrying** the employee by reason of the marriage of the employee or of such person to another individual, has resided with the employee for a **period** of one year **immediately preceding the employee's** death, or

(ii) if prohibited from marrying the employee by reason of the marriage of the employee or of such **person to another** individual, has resided with the employee for a **period** of three years immediately preceding the employee's death; or

1 (c)

such other individual who is required to be **recognized** as the spouse of the employee pursuant to the Pension Benefits Act (Ontario), as amended from time to time, for the application of particular provisions of the Plan.

1.8 All employees hired after the date of ratification shall become eligible for coverage under the Plans referred to in

paragraphs 2,3,4,5,6,8, and 9 on the first day of the month following the month in which the employee completes 3 months' continuous service.

2. SUPPLEMENTARY HOSPITAL PLAN

2.1 The Company will continue to provide a Supplementary Hospital Plan as in effect immediately prior to the term of the Agreement. The cost of this Plan will be paid by the employees, including any increases in premiums during the term of the Agreement.

3. EXTENDED HEALTH CARE PLAN 705-100

766-1
3.1 The Company will continue to provide an Extended Health Care Plan as in effect immediately prior to the term of the Agreement. The cost of this Plan will be paid by the Company, including any increases during the term of the Agreement relating to the services covered by the Plan.

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70 100
Effective January 1, 1992, the Extended Health Care Plan will be amended to provide that all drug claims will be reimbursed on a pay direct system through a participating pharmacist only.

3.3 Effective January 1, 1992, the Extended Health Care Plan will be amended to provide coverage of a registered chiropractor, registered masseur, qualified speech therapist, and a registered clinical psychologist, after expiry of provincial health coverage, to a combined annual maximum of \$600 per year.

4. VISION CARE PLAN 706-100

4.1 The Company will continue to provide a Vision Care Plan as in effect immediately prior to the term of the Agreement. The cost of this Plan will be paid by the Company.

4.2 Effective May 1, 1991, the \$100 maximum payment under this Plan will be increased to \$115.

- 4.3 Effective May 1, 1993, the \$115 maximum payment under this Plan will be increased to \$130.
5. DENTAL PLAN 706-100
- 5.1 The Company will continue to provide a Dental Plan as in effect immediately prior to the term of the Agreement, with coverage for expenses incurred up to April 30, 1991, on the basis of the 1989 Ontario Dental Association Schedule for General Practitioners for the services covered by such Plan. The cost of this Plan, including any increases during the term of the Agreement, will be paid by the Company.
- 5.2 Effective May 1, 1991, the 1990 Ontario Dental Association Schedule for General Practitioners will apply.
- 5.3 Effective May 1, 1992, the 1991 Ontario Dental Association Schedule for General Practitioners will apply.
- 5.4 Effective January 1, 1993, the 1992 Ontario Dental Association Schedule for General Practitioners will apply.
- 5.5 Effective January 1, 1994, the 1993 Ontario Dental Association Schedule for General Practitioners will apply.
- N 5.6 Effective May 1, 1991 inclusion of payments for costs incurred for crown restorations and fixed bridgework, bridge pontics, retainers, and abutments on a 50% co-sharing basis to a maximum payment of \$2,000 per person per calendar year, with no deductible.
- N 5.7 On or after May 1, 1992 recall oral examinations covered under the Basic dental benefits will be on the basis of once every 9 months.
- 5.8 Effective May 1, 1992, the \$1500 maximum for the Periodontic and Endodontic benefit will be increased to \$1750.

- 5.9 Effective May 1, 1992, the \$1000 lifetime maximum for the Orthodontic benefit will be increased to \$1500.
- N 5.10 Effective May 1, 1993, the \$1500 lifetime maximum for the Orthodontic benefit will be increased to \$1750.
6. SICKNESS AND ACCIDENT PLAN *70 B-299
74-090295*
- 6.1 The Company will continue to provide a Sickness and Accident (S&A) Plan as in effect immediately prior to the term of the Agreement. *31*
- 6.2 No other change will be made in the Plan design except as required by legislation or as mutually agreed.
7. LONG TERM DISABILITY PLAN
- 7.1 The Company will continue to provide the Long Term Disability (LTD) Plan as in effect immediately prior to the term of the Agreement.
- 7.2 Effective ~~May 1, 1991~~ this Plan will provide monthly income benefits in accordance with the following schedule for those eligible employees whose S&A Plan benefits expire after April 30, 1991.

<u>Benefit Group</u>	<u>Monthly Income</u>
1	\$1475
2	1600
3	1825

- 7.3 During the period for which an employee is eligible to receive LTD Plan benefits, participation will continue in the following Plans:
- Supplementary Hospital
 - Health Care

- Dependent Life
- **Retiring** Allowance Plan
- Pension
- **Group** Life Insurance - Parts I and II
- Survivor Transition **Benefit**

Coverage for Group Life Insurance - Parts I & II and the **Survivor Transition Benefit** in effect at the date of disability will prevail during the period for which an employee is eligible to receive LTD Plan benefits.

- 7.4 LTD benefits will be paid, during the continuation of the employee's disability, to age 65, at which time basic pension benefits will commence or until the employee elects to retire early with a Class A, B or E pension under the Pension Plan.
- 7.5 Effective May 1, 1991, for those eligible employees whose S&A Plan benefits (expire after April 30, 1991, for the purposes of determining eligibility for the first twelve (12) month period under the LTD Plan, disability shall mean that an employee is unable to perform the duties of any job in the bargaining unit. Following expiry of such period, disability shall mean that an employee is disabled to an extent preventing performance of any job for which the employee is reasonably suited by education, training and experience.

Notwithstanding the above definition, if it is confirmed that an employee is eligible for primary disability benefits under the Canada Pension Plan, this employee will then also be eligible for benefits under the LTD Plan.

- 7.6 LTD Plan benefits shall not be terminated without at least one (1) month's notice to the recipient unless the employee returns to work.
8. GROUP LIFE INSURANCE PLAN
- 8.1 The Company will continue to provide, on an optional basis to employees, life insurance through Group Life Insurance

Plan - **Part I**, hereinafter called "Part I", as in effect immediately prior to the term of the Agreement except as indicated in 8.1.1 and 8.1.2 below.

8.1.1 Effective January 1, 1992 the Plan will provide insurance coverage under Part I in accordance with the following schedule for those eligible employees whose insurance coverage is in effect on January 1, 1992.

<u>Benefit Group</u>	<u>Insurance r a g e</u>
1	\$24,500
2	26,000
3	28,500

8.1.2 Effective January 1, 1992 the employee cost for Part I shall be ~~\$0.50~~ per month for each \$1,000 of insurance in excess of \$20,000.

8.2 **The Company** will continue to provide, on an optional basis to employees, life insurance through Group Life Insurance Plan - **Part II**, hereinafter called "Part II", as in effect immediately prior to the term of the Agreement, except as indicated in 8.2.1.

8.2.1 The premium rates for Part II for each \$1000 of coverage will continue to be:

<u>Age</u>	<u>Monthly Cost</u>	
	<u>Male</u>	<u>Female</u>
to 35	\$0.11	\$0.05
36-45	0.22	0.11
46-55	0.54	0.27
56-60	1.08	0.54
61-64	1.62	0.81

These rates may be adjusted if dictated by Plan experience.

8.3 The Company will continue to provide, on an optional basis to employees, life insurance through the Dependent Life Plan as in effect immediately prior to the term of the Agreement, except as indicated in 8.3.1 below.

8.3.1 The premium rates for Dependent Life will continue to be:

<u>Coverage</u>		<u>Monthly Cost</u>
<u>Spouse</u>	<u>Child</u>	
\$ 5,000	\$2,500	\$1.62
\$10,000	5,000	3.24

These rates may be adjusted if dictated by plan experience.

8.4 The other terms and conditions of this Plan will remain in full force and effect as reflected in the applicable insurance contract.

9. SURVIVOR TRANSITION BENEFIT PLAN

9.1 The Company will continue to provide a Survivor Transition Benefit Plan as in effect immediately Prior to the term of the Agreement subject to paragraph 1.6.3.

9.2 Effective May 1, 1991 this Plan will provide for the payment of a monthly income benefit to eligible dependents of a deceased employee and, in the event of the employee's death from an accident on or after May 1, 1991 while at work for the Company, a lump sum payment as follows:

<u>Benefit Group</u>	<u>Monthly Income</u>	<u>Lump Sum Payment</u>
1	\$525	\$27,000
2	550	28,000
3	625	33,000

- 9.3 The monthly income benefit shall be paid for 60 consecutive months commencing the month following the date of death. Notwithstanding the foregoing, such monthly payments shall immediately cease when there are no longer any surviving eligible dependents of the deceased employee.
- 9.4 Opportunity will be provided for the eligible dependent(s) to participate in, through optional deductions, current coverage under all Company health care plans for the number of months applicable under 9.3 above.
10. RETIREMENT ALLOWANCE PLAN
- 10.1 The company will continue to provide a Retirement Allowance Plan as in effect immediately prior to the term of the Agreement subject to paragraph 1.6.3. The Retirement Allowance Schedules and formulae will be based on the following:
- 10.1.1 The amounts set out in the schedules in effect immediately prior to this agreement will be increased by five (5) percent on the 1990 schedule on January 1 of each of the years 1991 to 1993 inclusive.
- 10.1.2 The scheduled amounts in effect immediately prior to this agreement will be prorated so that the retirement allowance will be based on completed calendar years and months of service and age.
- 10.2 Employees will be entitled to payment under the Plan if, as of their pension date, they have at least ten (10) years of continuous service. The amounts set out in the Schedules will be payable monthly commencing with the month in which the pension date falls and continuing until the month age 65 is reached, except that for retirement at age 65 there will be only one payment.
- 10.3 An employee entitled to the Retirement Allowance Plan may elect to receive, either as a lump sum or as monthly payments during any period up to age 71, the present value

of the scheduled amount discounted at 10 1/4% (such rate to be constant throughout the term of this agreement).

- 10.4 If a retired employee who is entitled to a retirement allowance dies prior to all payments being made, the remaining payments will be paid monthly on the same basis to eligible dependents.
- 10.5 Where employees retire with a class E pension and are entitled to a retirement allowance, the amount as set out in the Schedule will be reduced actuarially for each month by which the employee's age is less than 65.

11. PENSION PLAN

- 11.1 The Company will continue to provide the Northern Telecom Negotiated Pension Plan in effect on December 31, 1990 during the applicable term stated in paragraph 1.3 above, subject to amendment to provide for the changes specified in 11.2 through 11.6 inclusive below.
- 11.2 Notwithstanding Master Article 5.1 (c)(i), for the purpose of service under the Pension Plan all employees will have a Pension Service Date ("PSD") as follows:
- 11.2.1 For employees hired prior to March 17, 1988 their PSD will be the same as their CSD up to that date.
- 11.2.2 For employees hired after March 17, 1988 shall become eligible to be members of the Pension Plan on the day after completing twenty-four (24) months of Continuous Service.
- 11.2.3 PSD will be assigned on the first day of Pension Plan membership and service will accrue from that day.
- 11.2.4 If an employee receives payout of the commuted value of the deferred pension, the PSD will be forfeited. If this employee subsequently is employed by the Company, membership in the Pension Plan

will commence immediately but no credit will be given for any prior service with the Company for any purpose under the Pension Plan.

- 11.3 The following basic benefit rates shall be used to calculate the basic pension benefit for employees retiring with a pension date on or after:

Benefit Group	Jan. 1, 1991	Jan. 1, 1992	1993
1	\$28	\$29	\$30
2	30	31	32
3	33	34	35

- 11.4 Effective January 1, 1991, if the employee has a spouse on the date of the employee's death, the pension benefit, as calculated in accordance under the Pension Plan, will be payable to the employee's spouse. If the employee does not have a spouse on the date of the employee's death, or if the employee and his spouse jointly agree to waive the spouse entitlement as required by legislation, the pension benefit shall be paid to the beneficiary designated by the employee, or in absence of a designated beneficiary, to the employee's estate.

- 11.5 Employee; retiring with a pension date on or after January 1, 1991 will receive a normal pension benefit equal to 90% of the amount of basic benefit multiplied by years of pensionable service which will be payable for the life of the retired employee, and upon death, the retired employee's spouse will receive 60% of the monthly pension benefit which had been paid to the retired employee immediately prior to death. If the spouse dies within 52 weeks of the date the employee's pension commenced, the employee will begin receiving payment equal to 100% of the amount of the basic pension which would have been paid as of the pension date if there had been no spouse in the month following the month of the spouse's death, and be payable for the life of the retired employee.

11.5.1 Where the employee and the spouse, if any waive the benefits described in paragraph 11.5, the employee shall receive 100% of the amount of the basic benefit multiplied by years of service payable for life, and the eligible dependent shall not be entitled to anything under the Pension Plan.

11.6 Effective January 1, 1992 those employees who have, on or after January 1, 1988 retired from active service with the Company, and subsequently their spouse or designated beneficiary, will receive annual post retirement adjustments in accordance with the following matrix:

<u>Age on Pension Date/Deferred Annuity Payment Date or Anniversary Thereof</u>	<u>Formulae</u>	<u>Payments</u>	<u>Fold into Monthly Benefit</u>
Under Age 60	60% of percentage increase CPI; max. 6% payout;	Annual Lump Sum paid in month of anniversary month of birthday	No
Age 60 or over but under age 65	60% of percentage increase CPI; max. 6% payout;	Monthly - paid in month of the anniversary month of birthday	Folded in annually
Age 65 or over	80% of percentage increase CPI; max. 6% payout	Eff. Jan. 1/92 Monthly - paid in month of the anniversary month of birthday	Folded in annually

Terminated employees will receive no post retirement adjustments in connection with any time prior to commencement of receipt of deferred annuity payments.

11.6.1 The calculations of post retirement adjustments will use CPI = 1981 (All Canada) and will be in accordance with the following schedule:

<u>Month of Birthday Anniversary</u>	Twelve (12) Month Upward Change* in CPI for the Month of
January	November
February	December
March	January
April	February
May	March
June	April
July	May
August	June
September	July
October	August
November	September
December	October

* Moving average

12. OTHER. COMPANY PLANS

12.1 The Company proposes to continue the following during the term of the Agreement.

- Travel accident insurance
- Employee Savings Plans
- Registered Retirement Savings Plan

12.2 While the Company will not reduce the level of benefits of the Plans referred to in 12.1 above during the term of the Agreement, it reserves the right to amend the terms and conditions of such Plans in order to conform to existing or future legislation, to ensure that they may best meet the objectives for which they were established, and to enable their administration to be carried out with prudence and economy in the interests of all participants therein.

13. GENERAL

- 13.1 The Company shall furnish the Plan text(s) within 3 months (or as soon as practicable) after signing the Agreement, for review and comment by the union. The other documents referred to below will be furnished at appropriate times for review and comment by the Union.
- 13.2 The Company will furnish the Union with copies of the administrative procedures, benefit booklets, and approved authorized texts covering the employee benefit plans referred to in paragraphs 2 to 12 of this appendix.
- 13.3 As soon as it is practicable hereafter, the Company will provide each employee with a benefit booklet containing descriptions of the various Plans referred to in this appendix.
- 13.4 The Company will ensure that all the Plans covered by this appendix are adjusted to reflect legislation precluding discrimination with respect to age, sex, and marital status, except to the extent that such legislation so permits.
- 13.5 The Company confirms its intention to maintain its present practices with respect to the handling of statutory and Company benefits as these apply to retirees. In the event a change appears desirable, the Company will discuss such changes in advance with the Union.
- 13.6 The Company will continue to maintain the present practices with respect to statutory and Company benefits for employees receiving Workers' Compensation benefits and employees receiving disability benefits under the Pension Plan.
- 13.7 Local benefit committees at each location will be maintained and shall review pension benefit applications in advance of their effective date. In addition such committees shall receive copies of pension, long term disability, and survivor benefit calculations with respect to active employees covered by the provisions of this appendix. Other procedures

shall be determined on a basis which is mutually acceptable to the Union and the Company.

- 13.8 The **Company** will furnish the Union with such information with respect to the **operation** of applicable benefit plans as shall be mutually acceptable to the parties or required by legislation, including:
- Copy of Report as set out under section 11(1) of the Ontario Pension Benefits Act, 1987, Regulations.
 - Copy of the annual information return to the province of registration for the Pension Plan
- 13.9 The Union consents to the application by the Company, through partial funding of the latter's costs in providing improved employee **benefits** in accordance with the Agreement and with prior Collective **Labour** Agreements **between** the Union and the Company, of the reductions equal to at least **5/12th** that have been **or may** be granted to **the Company** as to the employer's premiums under the **Unemployment** Insurance Act.
- 13.10 The Company **shall** have the exclusive right to determine and change the method and terms of **financing** the **Company** Health Care Plans, Group Life Insurance - Parts I and II and the Dependent Life Plan provided under the Agreement, subject to the following conditions:
- a) no change **will** take place without at least three months' prior notice to the Union,
 - b) no change will have the effect of reducing the value of any benefit,
 - c) **no change will affect the method of claims** settlement except as shall be mutually agreed between the parties, and
 - d) the **Company** shall furnish the Union with a full accounting as to the disposition of any surplus or deficit attributable to employee **contributions**.

1991

JANUARY							JULY							
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27	28	29	30	31			28	29	30	31				

FEBRUARY							AUGUST							
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17	18	19	20	21	22	23	18	19	20	21	22	23	24	
24	25	26	27	28			25	26	27	28	29	30	31	

MARCH							SEPTEMBER						
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APRIL							OCTOBER							
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MAY							NOVEMBER						
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JUNE							DECEMBER								
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1992

JANUARY

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JULY

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FEBRUARY

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AUGUST

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MARCH

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SEPTEMBER

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OCTOBER

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JUNE

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DECEMBER

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1993

JANUARY							JULY								
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FEBRUARY							AUGUST								
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MARCH							SEPTEMBER								
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JUNE							DECEMBER								
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1994

JANUARY							JULY						
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FEBRUARY							AUGUST						
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27	28												

MARCH							SEPTEMBER						
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APRIL							OCTOBER						
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MAY							NOVEMBER						
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29	30	31					27	28	29	30			

JUNE							DECEMBER							
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26	27	28	29	30			25	26	27	28	29	30 31		