

COLLECTIVE  
LABOUR AGREEMENT

SOURCE	Com
EFF.	97 to 2000
TERM.	2000 to 2002
ENTERED INTO BY	
No. OF EMPLOYEES	946
NOMBRE D'EMPLOYÉS	946

ENTERED INTO BY

THE NATIONAL UNION OF AUTOMOBILE,  
AEROSPACE, TRANSPORTATION AND  
GENERAL WORKERS OF CANADA,  
AND ITS LOCALS 1839 AND 1915 (C.A.W.)

AND

NORTHERN TELECOM  
CANADA LIMITED

RECEIVED  
AUG 28 1998

EFFECTIVE FROM  
FEBRUARY 26, 1997 TO FEBRUARY 25, 2000

02130(05)



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**R** - The letter **R** appears beside each section of the Agreement which was revised in the last negotiations.

**N** - The letter **N** appears beside each new section of the Agreement which was added in the last negotiations.

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**COLLECTIVE LABOUR AGREEMENT**

MEMORANDUM OF AGREEMENT made this 26th day of  
February, 1997

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, TRANSPORTATION AND  
GENERAL WORKERS OF CANADA, AND ITS  
LOCALS: LOCAL 1839 - BELLEVILLE, ONTARIO  
AND LOCAL 1915 - BRAMPTON, ONTARIO.  
(C.A.W.).

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**

- 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, age or sexual orientation.
- 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/she 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 (1) week after having been notified to report by registered notice; or within two (2) 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. Where an employee has furnished his/her current employer with reasonable notice of termination, and if, as a result, is unable to report for work on the first day of work scheduled for recalled employees, he/she will have his/her local seniority and continuous service adjusted as if he/she has returned to work on that date.

In no case shall this adjustment period exceed two (2) weeks.

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:

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.

(L.S.) at date <u>by off</u>	Local Seniority (L.S.) Recall Rights	Local Seniority (L.S.) <u>Accumulates</u>	Continuous Service (C.S.) <u>Accumulates</u>	(L.S.) and (C.S.) <u>Maintains</u>
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.

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 twelve (12) month period from his/her original date of hire shall acquire seniority status from his/her 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.

An employee shall serve only one (1) probationary period within his/her present location and bargaining unit.

5.1 (a) An employee whose service is terminated under 5.2 above, after having completed six (6) months of C.S. shall on re-employment 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 |

The Company will also provide, twice yearly, lists of those employees within the bargaining unit who are eligible to retire.

\* (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.

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)  
(EXCEPT BELLEVILLE, SEE APPENDIX "B", ARTICLE 7)**

LAY -OFF

- 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.
- 7.2 In the event of a lay-off, the Zone Committeeperson shall have top seniority in the zone he/she represents. In addition, in the event of a lay-off, the Skilled Trades Representative shall have top seniority within the Skilled Trades population which he/she represents. Therefore, so long as other employees remain at work within his/her zone, a Zone Committeeperson or Skilled Trades representative shall not be laid off provided he/she is qualified and willing to do the job available. The Plant Chairperson and Certified Representative shall have top seniority in the plant on the same basis.
- N 1.3 The Company will provide advance notice to employees, and to the Local Union, prior to a proposed lay-off. Such advance notice shall be provided as outlined below:

<u>C.S. as at effective date of lay-off</u>	<u>Length of notice of lay-off</u>
Less than 3 years	2 weeks
3 years but less than 4	3 weeks
4 years but less than 5	4 weeks
5 years but less than 6	5 weeks
6 years but less than 7	6 weeks
7 years but less than 8	7 weeks
8 years or more	8 weeks



or, notice of lay-off as provided in the appropriate government legislation, whichever is greater. 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

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

**R 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/she is qualified in which case the vacancy will not be posted as per Appendix "A"-London and Appendix "C"-Kingston.

7.7 An employee who is assigned to a job not included in the

bargaining unit and subsequently returns shall have his/her previous seniority in the bargaining unit restored. Such employee shall return to an available vacancy at the same grade level or lower than he/she held prior to his/her transfer out of the bargaining unit, provided he/she is qualified to perform the available work and provided also, that no bargaining unit employee is downgraded. After three (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 three (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/her salaried bumping rights, return to the hourly unit and bump the mostjunior employee whose job he/she is qualified to perform based on the total seniority acquired in both units.
- 7.9 Skilled Trades employee's who transfer to the salaried bargaining unit and subsequently return, shall have their previous trades seniority (L.S.) restored. Three years following the date of return, their trades seniority (L.S.) will be adjusted to include all time spent in the salaried bargaining unit.

#### COMPANY INITIATED PENSIONS

- N 7.10 In the event of a lay-off, employees within each affected skill group will be offered the opportunity to retire early under Company initiated pension criteria, in accordance with the following:

- a) employees eligible to retire with a Company initiated Class B 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 for a Class C pension will be offered, in the same way, the remaining opportunity, if any. Employees must advise the Company of their acceptance of the pension offer within eight (8) working days of receipt of said offer.
- b) the total number of those retiring under 7.10 a) shall not exceed 100% of the number of surplus employees within the skill group (as defined in Article 29.1) within which a surplus has been declared.
- c) where the number of employees within an affected skill group who accept the above early retirement opportunities is less than the maximum set out in Article 7.10 b), the difference will be added to the maximum of any of the other affected skill groups, so long as the addition does not cause the total number of retirements for that group to exceed the number of lay-off notices in that group.
- d) pension dates shall be no later than the end of the notice period. Notwithstanding the above, employees may utilize unused vacation credits, as determined by the Company, to reach a pension date provided that the first day of vacation is no later than the first working day after the end of the notice period. The employee's pension date shall be the date, as determined by the Company, that he/she becomes eligible to proceed to pension. It is understood that during the utilization of unused vacation credits, employees will not have access to the Sickness and Accident plan, nor accrue service for vacation purposes.
- e) where an employee who has been given notice of lay-off and is also eligible to retire with a Company initiated class B or C pension within such notice

period, he/she shall be offered the opportunity to retire regardless of whether the maximum set out in Article 7.10 h) for his/her skill group has been exceeded.

#### 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.

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

<u>Service on Date of Lay-off</u>	<u>Lay-off Allowance 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	19 weeks
11 years but less than 12	21 weeks
12 years but less than 13	23 weeks
13 years but less than 14	25 weeks
14 years but less than 15	27 weeks

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 lay-off the employee will be entitled to a payment equal to 90% of his/her regular weekly pay if he/she is serving a waiting week for the purposes of U.I.

benefits. This payment will be made once within a consecutive fifty-two (52) week period.

- 3) Each subsequent week's entitlement requires receipt of U.I. benefits and shall be equivalent to 90% of the employee's regular weekly pay less his U.I. weekly benefit rate.
- 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.
- 5) Employees have no vested right to the lay-off allowance except for supplementation of U.I. benefits during the employment period as specified in this article.

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 no longer in receipt of U.I. benefits.
- 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 basehourly 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/her service, after deducting the amount he/she 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/her return to work.

R 8.6 a) The Company agrees to cover the following benefits for nine (9) months following the month of lay-off:

- Extended Health Care Plan
- Vision Care Plan
- Dental Plan
- Group Insurance Plan - Part I
- Survivor Transition Benefit Plan

The Company agrees to cover the following benefits for nine (9) months following the month of lay-off so long as laid off employees continue to make the required contributions:

- Supplementary Hospital Plan
- Group Insurance Plan - Part II
- Dependent Life 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:

- Extended Health Care Plan
- Group Life Part I

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

N 8.7 Instead of Lay-off Allowance Entitlement as defined by the table in Article 8.1 1), an employee may elect a single, lump sum Lay-off Allowance payment subject to the following:

- 1) The employee must have fifteen ( 15) or more years of service.
- 2) If a laid off employee elects to receive a single payment, he/she cannot again elect a single payment in any subsequent lay-off.
- 3) The lay-off allowance entitlement for this single payment for an employee who has a period of continuous service of one (1) year or more following the date of his/her return to work from any previous lay-off will be as set out below. Employees not meeting this one (1) year or more criteria will have the entitlement as set out below reduced by any lay-off allowance amount(s) received by the employee in previous lay-off(s):

<u>Service</u>	<u>Lay-off Allowance</u>
<u>Date of Lay-off</u>	<u>No. of Weeks Pay</u>

15 years but less than 16 years	26 weeks
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Three (3) weeks additional allowance for each complete year of service thereafter.

The payment will be calculated based on the employee's regular weekly hours of work (excluding overtime) and on his/her equivalent weekly rate at date of lay-off, including C.O.L.A.

- 4) If the employee is later recalled within a time interval shorter than that covered by the lay-off allowance paid, the excess paid the employee shall be considered as an advance in pay by the Company and shall be repayable through payroll deduction at the rate of 10% of the employee's wages per pay period.

Receipt of single payment lay-off allowance is contingent on the employee providing written authorization permitting the Company to make the wage deductions as described above.

- 5) An employee who has returned to work following receipt of benefits under 8.7 will, on a subsequent occasion, be eligible for benefits under Article 8.1.1 based on his/her service, after deducting the amount he/she received under 8.7. An employee who has used any benefits under 8.7 will have his/her benefits under Article 8 fully re-instated after a period of uninterrupted employment of one (1) year following the date of his/her return to work. Should an employee be laid off prior to full recovery of lay-off allowance as described in 8.7.4) the outstanding amount will be deducted from the entitlement at date of lay-off.

An employee with fifteen (15) or more years of service may elect a single payment once and one (1) time only.

- N 8.8 An employee subject to lay-off may elect to take the lay-off allowance to which they are entitled under Article 8.1 (I), or to be terminated and forfeit their recall rights by receiving severance pay allowance in accordance with the following table:

<u>Continuous Service</u>	<u>Severance Pay</u>
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 (3) weeks additional pay for each full year of service thereafter.

An employee who elects to be terminated and thereby forfeit his/her recall rights after the end of the notice period and who is in receipt of the lay-off allowance will be subject to the following penalty:

PENALTY TABLE

WEEK AFTER EXPIRATION OF NOTICE PERIOD COMPLETED	<u>BENEFIT GROUPS</u>		
	1 (\$)	2 (\$)	3 (\$)
	740	780	890
2	740	780	890
3	1,030	1,110	1,320
4	1,320	1,440	1,750
5	1,610	1,770	2,180
Thereafter, each subsequent week's penalty will increase by:	290	330	430
When the employee's weekly benefit is reduced to 60%, each subsequent week's penalty will increase by:	490	520	590

Note: The above listed table will be adjusted by the Company each quarter to reflect changes in C.O.L.A. and base rates.

N Should an employee elect to be terminated and forfeit his/her recall rights after receiving the lump sum payment, in accordance with Article 8.7, the lump sum amount shall be deducted from his/her severance entitlement as outlined in Article 8.8.

If severance pay under legislation is greater than the amount calculated as payable under this Article, the employee may elect to receive severance in accordance with the legislation instead of the amount calculated in accordance with this Article.

Employees who elect to be terminated and forfeit recall rights will continue to receive coverage provided under Article 8.6 a) for the balance of the period of nine (9) months following the month of lay-off.

## **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 (2) 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 seventeen (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 seventeen (17) weeks for Maternity Leave (Legislation) and Period up to eighteen (18) weeks for Parental Leave (Legislation). The period of leave under this option is up to thirty-five (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.
- 5) 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 (17) 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.
- 5) 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 (2) 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 (35) weeks after the child is born or comes into the custody, care and control of the employee for the first time.
- 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

- R** 9.4 a) A pregnant employee who has Continuous Service (C.S.) of thirteen (13) weeks or more prior to the date of leave is entitled to maternity leave allowance.
- R** b) An employee entitled to Maternity Leave Allowance (M.L.A.) shall provide to the Company proof of application for Unemployment Insurance Benefits. Regardless of whether or not the employee receives Unemployment Insurance Benefits from the start of her maternity leave, or must wait two (2) weeks for Unemployment Insurance Benefits to commence ("the waiting period"), an employee who has provided a physician's certificate specifying the expected birth date shall receive M.L.A. commencing on the first day of such leave. During the first six (6) weeks of maternity leave, the M.L.A. will be the greater of 75% of the employee's weekly base rate less Unemployment Insurance Benefits received by the em-

ployee, and an amount equal to the S&A benefit appropriate for the employee less Unemployment Insurance Benefits received by the employee.

At the conclusion of the six (6) week period, so long as the employee has not provided medical evidence satisfactory to the Company supporting a prolonged period of health related absence, the employee who has provided proof that she is receiving Unemployment Insurance Benefits shall receive M.L.A. at 75% of the employee's weekly base rate less Unemployment Insurance Benefits received by the employee.

The maximum M.L.A. entitlement is fifteen (15) weeks. Payment of the allowance terminates after the employee ceases to qualify for Unemployment Insurance Benefits.

- R**
- c) An employee who is eligible to receive M.L.A. pursuant to Article 9.4 a), but who is not entitled to receive Unemployment Insurance Benefits for all or a portion of the fifteen (1.5) weeks allowance period because she has been previously laid off by the Company, shall be entitled to receive M.L.A. pursuant to Article 9.4 b).
  - 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 Insurance Benefits while on lay-off, shall be paid an amount equivalent to the difference between the remaining amount of Unemployment Insurance Benefit payable in the fifty-two (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 lay-off 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) The employee who provides proof of receiving Unemployment Insurance Benefits shall be paid Adoption Allowance for up to ten (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 (10) 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 fifty-two (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 lay-off allowance top up.

- e) in the instances described in b) and c) above, the Company will pay during the Adoption Leave weeks exceeding ten (10) when no Unemployment Benefits are being paid, up to five (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 lay-off shall be paid, an amount equivalent to the difference between the remaining amount of Unemployment Insurance Benefit payable in the fifty-two (52) week Unemployment Insurance Entitlement period and the maximum amount of Unemployment Insurance Benefit Entitlement had the employee not collected Unemployment Insurance Benefit while on Maternity and/or Parental Leave, plus lay-off 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, 9.8 1) 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**

**10.1** When leave of absence is requested for personal reasons, such leave will be granted without pay, wherever 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 five (5) 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.

**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 will be automatically renewed unless three (3) months notice of non-renewal is provided

by the Union and provided that the nature of the leave has not materially changed.

- 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 co-operate with the Company in order that disruption of business will be minimized.
- R 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, Appendix "E" Article 6 Brampton and Appendix "B" Article 7 Belleville) 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 (1) 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 (1) 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 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 (1) additional leave during the life of this Agreement shall be granted to those employees who were granted leave in the five (5) 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/her Committeeperson before he/she 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/her alternate and the Zone Committeeperson or his/her alternate in attendance during the final disciplinary interview in the Human Resources Office.
- 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 (1) 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/her regular duties without obtaining permission from his/her supervisor; (such permission shall not be unreasonably denied).

- b) When resuming his/her regular duties after engaging in duties on behalf of the Union, he/she will report to his/her supervisor upon his/her return.
  - c) Any Committeeperson dealing with a union matter arising out of this Agreement, in a department other than his/her own, shall request permission from the supervisor of that department before contacting any employee therein regarding a complaint or grievance.
- 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 (1) 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 New employees 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 rate of pay for Certified Representative shall be no less than the maximum of Grade 26. An alternate will be paid this same rate for the actual hours spent replacing a Certified Representative.
- 12.11 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.
- 12.12 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 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/she has a grievance until he/she has given his/her immediate manager an opportunity to adjust his/her complaint.

An employee having a complaint shall first take the matter up with his/her 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/her 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 employee may 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 Local Employee Relations Council 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/her constituents at any time on matters which, in his/her 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/her 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 (1) 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 time limits referred to above in this Article and Article 14 Arbitration, working days will be understood to exclude Saturdays and Sundays, and Plant Holidays.
- 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 Regional Industrial Relations Representative (or delegate), the representative(s) of the site Employee Relations Council 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 Regional Industrial Relations Representative, 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/her 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 hearing. 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 surmise in relation to documented evidence and unreported arbitration awards and court decisions.

- N 14.5 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.

#### **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 co-operate 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 Manager, Health and Safety 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 Certified Representative. This committee will meet at least once per month.

An alternate may be appointed to replace the Union Certified Representative when such person is absent. The

Manager, Health and Safety will be notified of the name of the alternate immediately prior to the commencement of the absence.

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.

- 15.4 The Company's Safety Representative will invite the Union Certified Representative to accompany him/her and the government Health and Safety Inspector on his/her periodic workplace inspection.
- 15.5 The Union Certified Representative and/or Committee will be invited to accompany management on periodic workplace safety tours.
- 15.6 The Union Certified Representative will be provided with a copy of each Worker's Compensation Form 7 and a copy of each Company Accident Investigation Form (32.004 Form or equivalent) and their attachments.
- 15.7 The Company, upon request from the employee, will make available to him/her the results of any test given for health and safety purposes.
- 15.8 The Company will continue its practice of providing such protective devices and apparel as are presently provided, subject to the changing requirements for such devices or apparel.
- 15.9 The Company will, on a monthly basis, provide a copy of the total person hours and compensable lost time accident frequency rate report to the members of the Local Health and Safety Committee.

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.

15.10 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**

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 Regional Industrial Relations Representative, 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 Employee Relations Council or 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 Plant 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/her 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/her except during the employee's scheduled work hours, he/she will be compensated for loss of wages.
- 20.2 Employees who have been downgraded due to a medical restriction caused by occupational injury/sickness for which a W.C.B. case has been established, will receive rate protection for the life of the Agreement. Such rate protection will cease should he/she not apply to a job posting at a higher grade for which he/she is qualified or when his/her 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 2 1.3) 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/her former job.

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/her 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

- 23.1 During the term of this Agreement, twice per month the Company will deduct 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.
- 23.1 Any change in the amount of monthly Union dues will be certified to the Company by the Secretary-Treasurer of the Local. 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/her own personnel file, cards and/or attendance record card either individually or jointly with his/her Committee person 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 Committee person, 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 \$0.80 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**

- 21.1 The Company will provide coverage for active employees with respect to the following:

- Extended Health Care Plan
- Dental Plan
- 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**

**R 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, on request, be granted a leave of absence. Leave to attend the funeral shall not exceed five (5) consecutive regular working days during his/her assigned work week schedule. Leave to attend a memorial service shall not exceed three (3) consecutive regular working days during his/her assigned work week schedule. An employee's immediate family shall be considered as "spouse"\*, son, daughter, step-child, child of current spouse, sister, step-sister, brother, step-brother, mother, father, step-parent, 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.

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.

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

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.

\* as defined in Appendix "F", Article 1.6.3 (i).

**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:

- R**
- a) close either of the two (2) operations described in Appendices "B" and "E"; or,
  - b) do any or all of the following:
    - (i) transfer work out of abargaining 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% (ten percent) or more of the employees in such bargaining unit (excluding probationary employees, employees laid off, employees recalled under the Short Duration recall letters, and employees on L.T.D. benefits not engaged in rehabilitation at a Company location), or
- 10% (ten percent) or more of such employees in a skill group

are given, during any period of ninety (90) days, lay-off notices; or

- 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 lay-off 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 (3) 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 lay-off 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 can not be counted again.

**29.2** The Company will meet with the Union to discuss its decision at least thirty-five (35) weeks in advance of the date of closure or at least eighteen (18) weeks in advance of lay-off 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 lay-off of at least sixteen (16) weeks, or such notice as provided under legislation, whichever is greater. This obligation will not apply retroactively to the lay-offs 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 lay-offs, resulted in these percentages being met within the ninety (90) day period.

**R** Where such notice has been given, and subsequently a market fluctuation causes the giving of additional lay-off notices within this initial notice period, these notices will remain unchanged and the additional notices will be for a period which is the greater of the period provided by legislation or as outlined in Article 7.3, Appendix "B" Article 7.3, Appendix "E" Article 6.3 or the amount of time remaining to the end of the initial notice 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 the first paragraph of Article 29.3 above, employees within each affected skill group will be offered the opportunity to retire early with a lump sum in accordance with the Voluntary Retirement Option set out in Article 29.8 below, and in accordance with the following:



a) employees eligible to retire with either a Class A or a Class B 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 for a Class C pension will be offered, in the same way, the remaining opportunity, if any. After this, employees who qualify to be bridged in accordance with Company practice to any of the above Classes will be offered in the same order of Class and in the same way any opportunity which was not taken.

**R**

b) the total number of those retiring under a) shall not exceed one hundred percent ( 100%) of the number of surplus employees within the skill group within which a surplus has been declared as a result of the circumstance set out in Article 29.1 and fifty percent (50%) of the number of employees displaced to lay-off within each of the other affected skill groups:

who have been given lay-off notice(s) in accordance with the first paragraph of Article 29.3,

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

who have received notices of lay-off in the circumstances set out in Article 29. I b) within the prior portion of the particular ninety (90) day period.

c) where the number of employees within an affected skill group who accept the above early retirement opportunities is less than the maximum set out in Article 29.4 b), the difference will be added to the maximum of any of the other affected skill groups, so long as the addition does not cause the total number of retirements for that group to exceed the number of lay-off notices in that group.

- R**
- d) Pension dates, or the dates of commencement of special leave prior to pension shall be no later than the end of the notice period. Notwithstanding the above, employees may utilize unused vacation credits as determined by the Company, to reach a pension date, or date of commencement of special leave prior to pension, provided that the first day of vacation is no later than the first working day after the end of the notice period. The employee's pension date, or date of special leave prior to pension, shall be the date, as determined by the company, that he/she becomes eligible, or bridgeable, to proceed to pension. It is understood that during the utilization of unused vacation credits, employees will not have access to the Sickness and Accident Plan, nor accrue service for vacation purposes.
  - e) 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 lay-off 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).
  - f) Where an employee who has been given lay-off notice in accordance with the first paragraph of Article 29.3 is also eligible to retire with a Class A, B or C pension within such notice period, he/she shall be offered the opportunity to retire with a lump sum in accordance with Article 29.8 below, regardless of whether the maximum set out in Article 29.4 b) for his/her skill group has been exceeded.

**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 9 will apply).

- b) if the employee is unable to maintain his/her grade under a) above, he/she 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 on a job in accordance with a) or b) above and whose rate is adversely affected by the move shall have his/her rate maintained for twelve (12) months, after the change in assignment. Employees with five (5) 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/her assignment.

Should the operation or job return to the location, such rate protection shall not apply to an employee who refuses opportunity for re-instatement to his/her 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/her 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 (1) C.A.W. 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 the first paragraph of 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 lay-off 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:

	<u>Continuous Service</u>	<u>Severance Pay</u>
R	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	19 weeks
	11 years but less than 12 years	21 weeks
	12 years but less than 13 years	23 weeks
	13 years but less than 14 years	25 weeks
	14 years but less than 15 years	27 weeks

Three (3) weeks additional pay for each full year of service thereafter.

In a plant closure, the Severance Table above will be modified to reflect the entitlements contained in the Lay-off Allowance Table in Article 8.1 1).

An employee who elects to be terminated and forfeit recall rights after the end of the notice period and who is in receipt of the lay-off allowance will be subject to the following penalty:

PENALTY TABLE

WEEK AFTER EXPIRATION OF NOTICE PERIOD COMPLETED	<u>BENEFIT GROUPS</u>		
	1	2	3
	\$	\$	\$
1	740	780	890
2	740	780	890
3	1,030	1,110	1,320
4	1,320	1,440	1,750
5	1,610	1,770	2,180
Thereafter, each subsequent week's penalty will increase by:	290	330	430
When the employee's weekly benefit is reduced to 60%, each subsequent week's penalty will increase by:	490	520	590

Note: The above listed table will be adjusted by the Company each quarter to reflect changes in C.O.L.A. and base rates.

If severance pay under legislation is greater than the amount calculated as payable under this Article, the employee may elect to receive severance in accordance with the legislation instead of the amount calculated in accordance with this Article.

**R** Employees who elect to be terminated and forfeit recall rights will continue to receive coverage provided under Article 8.6 (a) for the balance of the period of nine (9) months following the month of lay-off, so long as such employees continue to contribute to those plans which employees are required to make contributions.

29.7 In the circumstances of a closure employees may, if eligible for pension or bridging to pension, proceed to pension or special leave leading to pension as appropriate

prior to the commencement of lay-off. They will be entitled to receive a lump sum payment in accordance with Article 29.8 or equivalent to the severance pay calculated under legislation, whichever is greater. Other employees not so eligible will be treated in accordance with Article 29.6.

29.8 VOLUNTARY RETIREMENT OPTION

The lump sum paid in connection with the exercise of the Voluntary Retirement Option will be as follows:

- R a) Employees eligible for Class A, B or C Pensions without bridging will be paid twenty-six (26) weeks of regular weekly wages, except those employees having thirty (30) years of Pensionable Service prior to the end of the notice period who shall be paid \$30,000 or twenty-six (26) weeks of regular wages, whichever is greater.
- R b) Employees who qualify to be bridged to any of the above classes will receive a lump sum payment based on their regular wages and continuous service as follows:

<u>Continuous Service</u>	<u>Lump Sum Payment</u>
Less than 22 years	16 weeks
22 years but less than 24 years	17 weeks
24 years but less than 26 years	18 weeks
26 years but less than 28 years	19 weeks
28 years but less than 30 years	20 weeks

29.9 If, in the circumstances described in Article 29.1, at least twenty percent (20%) of the employees in a bargaining unit or seventy-five (75) employees, whichever is lower, have been given notices of lay-off, then a Workforce Adjustment Committee will be established, if not already required by legislation. If employees in the Salaried bargaining unit have been given layoff notices at the same time, then each affected bargaining unit will have repre-

sentation on such Committee in proportion to the number of employees in the bargaining units who have been given notice. In no case shall either bargaining unit have less than one (1) or more than four (4) representatives on the Committee.

This Adjustment Committee will have the following responsibilities:

- To co-ordinate employee needs assessment reviews;
- To interface with community employers and employment agencies;
- To receive and post job availability information;
- To incorporate itself into any Workforce Adjustment Committee required by legislation,

The Committee members will be permitted reasonable time off without loss of pay to carry out their responsibilities and will be provided with adequate training to carry out their responsibilities. Furthermore, the Committee will remain active until such time as the participants, including Federal and Provincial Adjustment Officers, if any, agree that it should be discontinued. Except under the circumstances of a plant closure, the Committee will not continue to be operative for a period greater than one (1) year from the date on which notices of lay-off were given. Under the circumstances of a plant closure, the Committee will not continue to operate for a period of greater than one (1) year from the date on which the plant is closed.

- 29.10 This Article is not intended to revise Article 8 in any way nor to discontinue Letter #11 - Hiring Preference. The operation of this Article is contingent upon registration of it as a Supplementary Unemployment Benefit Plan by the Unemployment Insurance Commission. In the event that registration may occur if there is deletion or amendment of certain parts of this Article, the parties agree that they shall mutually amend or delete from this Article as required to

both maintain registration and recognize the intent of this Article and Article 8.

N 29.11 The Company will provide tuition reimbursement to employees proceeding to lay-off as a result of a notice of lay-off given under the first paragraph of Article 29.3 or given as a result of circumstances set out in Article 29.1 a), b), or c), within the particular ninety (90) day notice period.

Courses eligible for reimbursement must be training that directly enhances the employee's employability. In order to qualify for tuition reimbursement, completion of the course must result in the receipt of a certificate, diploma, transcript or some other form of official documentation indicating successful completion. Course reimbursement is subject to management approval. Such approval will not be unreasonably denied.

Attendance of all training activities provided by external institutions and vendors must be during the employee's non-working hours.

Reimbursement will be limited to a maximum of thirty-five hundred (\$3,500) dollars per employee.

Applications for course reimbursement must be submitted prior to the employee's effective date of lay-off. Tuition reimbursement for approved courses will be made for a period of twenty-four (24) months after the employee's date of lay-off.

Employees who elected to be terminated and thereby forfeit their recall rights in accordance with Article 29.6 will continue to be eligible for tuition reimbursement for a period of twenty-four (24) months after the employee's date of lay-off.

Tuition reimbursement will occur following the successful completion of an approved course. In addi-



tion, a receipt confirming prior payment of the tuition by the employee must also be submitted.

N 29.12 The Company will provide relocation assistance to employees proceeding to lay-off as a result of a notice of lay-off, given under the first paragraph of Article 29.3 or given as a result of circumstances set out in Article 29.1 a), b), or c), within the particular ninety (90) day notice period, who accept a job as outlined below, and as a result, relocate to a new principle residence in excess of eighty (80) kilometers from their current location. Relocation assistance will only be provided for one (1) relocation per employee household.

This program will apply to employees who accept full-time employment at other Company locations.

Additionally, in the circumstance set out in Article 29.1 a), relocation assistance will be extended to include acceptance of any job with an expected duration of greater than one (1) year.

To be eligible, candidates must be active full-time employees at the time they accept a job offer.

The Company will provide relocation assistance to a maximum of five thousand (\$5,000) dollars for non-home owners, or, to a maximum of twelve thousand (\$12,000) dollars for home owners.

Such relocation shall occur no later than six (6) months after the employee's commencement of his/her new job.

Reimbursement of relocation expenses will be based upon submitted receipts to the Company for expenses ruled by the Income Tax Act and Regulations as being legitimate moving expenses and must be submitted to the Company within ninety (90) calendar days of the date of the relocation. Receipts must specify the date the expense was incurred and con-

firm prior payment of the expense by the employee. Receipts may only be submitted for relocation services that have already been accessed by the employee.

Employees entitled to relocation funding under any other program shall not be entitled to relocation assistance under this program as outlined above.

- N 29.13 The Company may upon request provide to employees with notice of lay-off, given under the first paragraph of Article 29.3 or given as a result of circumstances set out in Article 29.1 a), b), or c), within the particular ninety (90) day notice period, time off from work with pay to attend job interviews. Such requests shall not be unreasonably denied.

#### **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 undernoted 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 seven (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 1997 the Plant Holidays will be as follows:

- 28 March (Good Friday)
- 31 March (Easter Monday)
- 19 May (Victoria Day)
- 30 June (Canada Day)
- 4 August (Civic Holiday)
- 29 August
- 1 September (Labour Day)
- 13 October (Thanksgiving Day)

December \* 24,25,26,29,30,31, January 1, 2, 1998.

**R** In 1998 the Plant Holidays will be as follows:

- 10 April (Good Friday)
- 13 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)

December 24, 25, 28, 29, 30, 31 January I, 1999.  
\*February 15, 1999

**R** In 1999 the Plant Holidays will be as follows:

- 2 April (Good Friday)
- 5 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, 1999.  
\* February 14, 2000

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

**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.

32.3 Posting

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 a Skilled Trades employee being moved due to a medical restriction.
- (b) are filled by a qualified recalled Skilled Trades employee.

When vacancies are not filled as per (a) or (b) 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.

Should a Skilled Trades employee prefer a particular job within his/her trades classification he/she may notify his/her manager in writing, who will notify the Union within five (5) working days. 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" - "E" 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", Article 4.2(d). 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/she is qualified, or shall exercise all of his/her Company seniority in the general production, or non-production groups under this Agreement.
- 32.5 Should a Skilled Trades employee become medically unfit, and unable to follow his/her Skilled Trade, both the Company and the Union will co-operate in endeavouring to place such an employee on a job he/she is capable of performing. Should he/she be placed in production his/her 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) who has eight (8) years or more practical experience in the related Skilled Trades classification in which

he/she claims qualification and can prove same, e.g. a C.A.W. journeyman/woman card, or has equivalent formal academic training to satisfy the requirements of the job.

- R 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 (1) supplemental employee to eight (8) journeymen/women.

(Except Brampton, see Appendix "E", Letter #7)

- R 32.8** When a journeyman/woman becomes available, whether by hire or transfer 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/her former job or to apply for vacancies in the plant as provided elsewhere in the Agreement.

(Except Brampton, see Appendix "E", Letter #7)

Supplemental employees shall receive ten (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/she 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/her Local Seniority (L.S.).

- b) Employees affected by lay-off or cut-back in staffing 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 #1 1, the employee will only be considered for vacancies in the same trade as his/her current trades classification, or where otherwise qualified as per Article 32.6.

- c) Recalls shall be made in reverse order of lay-offs.

- 32.10 The Company and the Union are committed to the Local Joint Training Committee's mandate to address on going training needs and to keep abreast of relevant technological advance pertinent to Skilled Trades employees.

The Joint Committee shall be co-chaired by the Local Union Trades Representative and the Local Company Trades Representative. The Committee shall be comprised of a minimum of three (3) representatives from the



Company and three (3) representatives from the Local Union with additional trades representation determined by the Committee to adequately address specific training needs.

The role of the Committee shall be:

- to identify the essential skill needs and knowledge requirements
- to identify training priorities
- to identify appropriate training vehicles
- to equitably distribute training opportunities based on the training priorities established by the Committee, giving due consideration to seniority
- to develop and recommend a yearly training plan outlining the Trades and employees affected
- to evaluate the effectiveness of the training strategy

To accomplish these objectives, the Committee shall receive timely and relevant information regarding business directions including forty-five (45) days notice prior to the introduction of new equipment and technology impacting Skilled Trades employees. The Committee shall also be apprised of the resources available for training. In assessing training needs, the Committee will solicit local trades input and involvement.

It is understood that the Joint Committee will decide the frequency of meetings that may be necessary in each location.

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.

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 specialized tools, on a temporary loan or consignment basis.

32.15 In order to facilitate the obtaining of a C.A.W. journeyman/woman card, the Company will give a Skilled Trades employee, on request, a letter certifying his/her 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 Skilled Trades employees.

N 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.

N 32.18 Apprenticeship Program - The Company and Union agree that:

- 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 three (3) Management representatives and up to three (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 (1) of which will be the assigned journeyman/woman.
- e) Apprentices will be granted a tool allowance of \$300.00 in three (3) 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".

R 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 Committeeperson with a copy of the qualifications at least two (2) full working days 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 Committeeperson.

R 32.21 It is recognized that Skilled Tradesmen/women may be required to work during the standard vacation shutdown.

Such employees will be advised by May 31st of each year, so that they may make alternative vacation arrangements.

Should a variation of workload make changes necessary the Trades Manager will meet with the Skilled Trades Representative to work out other satisfactory arrangements.

R 32.22 Unless unobtainable from the Manufacturer/Supplier, service and training manuals must 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/her immediate supervisor the Job Description of the job to which he/she 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/her Job Description does not reflect his/her assignment, he/she may discuss that matter with his/her immediate supervisor. The employee involved and his/her 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.
- If, as part of the disposition of a grievance, the Company agrees to re-evaluate the job in question, such re-evaluation shall be conducted within thirty (30) days of the grievance reply.
- 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 re-evaluated during the term of this Agreement.

This information will be provided within thirty (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 Committeeperson 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/her currentjob will have his/her rate maintained provided he/she remains on that job.

#### **ARTICLE 34 - MINIMUM COMPENSATION**

34.1 When an employee is called during his/her off-time to report for a work assignment outside his/her 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/she 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/her 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/her residence to place of work and return as a result of a "called-in" emergency, he/she shall be paid for two (2) hours' travelling time at straight time rates and shall receive overtime for any time worked, or a minimum of four (4) 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/she 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 reporting earlier than the starting time of his/her standard daily work schedule, one (1) hour travelling time shall be paid and the employee shall receive overtime for time worked prior to his/her standard starting time.
- 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/her 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 (2) 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/she 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 forty (40) Km away from his/her home plant on a work related assignment, he/she 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 8:00A.M. to 12:00 Noon 1:00P.M. to 5:00P.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 1997 Consumer Price Index (1986 base) published in February 1997 (137.1) 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).

C.P. Index For The <u>Month of</u>	Published In (and) Payable In The First Pay Period <u>Thereafter</u>	C.O.L.A. <u>Formula</u>
1997 April July Oct.	May Aug. Nov.	\$0.01 for each .087 change in the C.P.I. (1986 Base)
1998 Jan.	Feb.	
1998 Apr. July Oct.	May Aug. Nov.	
1999 Jan.	Feb.	
1999 Apr. July Oct.	May Aug. Nov.	
2000 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 (137.1) 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 February 1997



Calculation Table  
Up to and Including:

137.100	=	0
137.187	=	\$0.01
137.274	=	\$0.02
137.361	=	\$0.03
137.448	=	\$0.04
137.535	=	\$0.05
137.622	=	\$0.06
137.709	=	\$0.07

and so forth.

R 35.4 Applies to London, Kingston, Belleville, St. John and  
 Brampton.

(A) A portion of the Cost of Living Allowance (\$0.00 of  
 \$0.17) payable under the prior Agreement has been  
 folded into all wage schedules in Article 38 as fol-  
 lows:

- 1) Effective February 24, 1997, \$0.00 of the \$0.17  
 has been folded into all schedule rates and the  
 remaining \$0.17 per hour shall continue to be  
 paid in addition to wage rates.
- 2) Effective February 23, 1998, an additional \$0.00  
 of the \$0.17 has been folded in all schedule rates  
 and the remaining \$0.17 per hour shall continue  
 to be paid in addition to wage rates.
- 3) Effective February 22, 1999, an additional \$0.00  
 of the \$0.17 has been folded into all schedule  
 rates and the remaining \$0.17 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

- 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/her 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/her 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 Credit
Ten (10) months but less than three (3) years	1 day
Three (3) years but less than ten (10) years	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 (1) 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 (2) weeks of vacation to which they are entitled.

Employees who receive vacation in excess of two (2) 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.

- 36.13 Vacation pay shall be based on the employee's regular rate in effect at the time of going on vacation.

- N 36.14 Employees who fall into one (1) of the following categories:

1. Employees who are terminated or who have resigned;
2. Employees on Maternity, Adoption or Parental 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 C.O.L.A.

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, Adoption or Parental Leave of Absence:

Employees proceeding on Maternity, Adoption or Parental leave 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 C.O.L.A.

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:

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 C.O.L.A., in effect on May 31.

N 36.15 Pay for the purpose of 36.9 shall include W.C.B., Lay-off Allowance and Maternity, Adoption or Parental Allow-

ance and shall exclude any payment under any long term disability plan.

**ARTICLE 37 - EMPLOYEES DISPLACED THROUGH TECHNOLOGICAL CHANGE**

37.1 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 ten (10) or more employees, or
- (ii) changing the jobs of ten (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.

31.2 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 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) meet the normal requirements of the job(s).

The employee may be retained on his/her 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.

#### **ARTICLE 38 - WAGE SCHEDULES**

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

**LONDON WORKS**

<b>Grade</b>	<b>Effective February 26, 1997</b>	<b>Effective February 23, 1998</b>	<b>Effective February 22, 1999</b>
23	20.90	21.15	21.40
24	21.31	21.56	21.81
25	21.45	21.70	21.95
26	21.85	22.10	22.35
27	22.37	22.62	22.87
28	22.65	22.90	23.15



WAGE SCHEDULES - NON SUPERVISORY SKILLED TRADES RATED  
EMPLOYEES

LONDON WORKS

	<u>Effective</u> <u>February 26, 1997</u>	<u>Effective</u> <u>February 23, 1998</u>	<u>Effective</u> <u>February 22, 1999</u>
Trade Rate	26.89	27.24	27.59

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

**BELLEVILLE WORKS**

<b>Grade</b>	<b><u>Effective</u> <u>February 26, 1997</u></b>	<b><u>Effective</u> <u>February 23, 1998</u></b>	<b><u>Effective</u> <u>February 22, 1999</u></b>
23	20.53	20.78	21.03
24	20.95	21.20	21.45
25	21.13	21.38	21.63
26	21.56	21.81	22.06
27	22.15	22.40	22.65
28	22.51	22.76	23.01
29	22.65	22.90	23.15
30	22.75	23.00	23.25

**WAGE SCHEDULES - NON SUPERVISORY SKILLED TRADES RATED  
EMPLOYEES**

**BELLEVILLE WORKS**

	<u>Effective</u> <u>February 26, 1997</u>	<u>Effective</u> <u>February 23, 1998</u>	<u>Effective</u> <u>February 22, 1999</u>
Trade Rate	26.49	26.84	27.19

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

**KINGSTON WORKS**

<u>Grade</u>	<u>Effective February 26, 1997</u>	<u>Effective February 23, 1998</u>	<u>Effective February 22, 1999</u>
23	20.48	20.73	20.98
24	20.90	21.15	21.40
25	21.12	21.37	21.62
26	21.60	21.85	22.10
27	22.17	22.42	22.67
28	22.51	22.76	23.01

**WAGE SCHEDULES - NON SUPERVISORY SKILLED TRADES RATED  
EMPLOYEES**

**KINGSTON WORKS**

	<u>Effective</u> <u>February 26, 1997</u>	<u>Effective</u> <u>February 23, 1998</u>	<u>Effective</u> <u>February 22, 1999</u>
Trade Rate	26.54	26.89	27.24

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

<b><u>Grade</u></b>	<b><u>Effective February 26, 1997</u></b>	<b><u>Effective February 23, 1998</u></b>	<b><u>Effective February 22, 1999</u></b>
3	20.68	20.93	21.18
4	21.14	21.39	21.64
5	21.33	21.58	21.83
6	21.80	22.05	22.30
7	22.38	22.63	22.88
8	22.74	22.99	23.24
9	22.94	23.19	23.44
15T*	27.06	27.41	27.76

\*(Complex Testers + Test Set Maintenance)

WAGE SCHEDULES - NON SUPERVISORY HOURLY  
RATED EMPLOYEES

BRAMPTON

	<u>Effective</u> <u>February 26, 1997</u>	<u>Effective</u> <u>February 23, 1998</u>	<u>Effective</u> <u>February 22, 1999</u>
Trade Rate	27.06	27.41	27.76

**ARTICLE 39 - MODIFICATION, RENEWAL AND  
TERMINATION**

- R 39.1** This Agreement shall become effective on the 26th day of February 1997 and shall remain in full force and effect up to and including February the 25th, 2000. 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, Belleville 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 C.A.W.

The National President C.A.W. 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: HEALTH AND SAFETY**

N During the current round of negotiations, the Union expressed its concern regarding amendment of the Occupational Health & Safety Act and Regulations that may occur during the life of the current C.L.A. The parties agree that, in the event this legislation is amended during the life of the current C.L.A. affecting employee rights, the parties shall meet within fourteen (14) business days written notice to the other to discuss the impact of such amendment with a view to achieving a mutually satisfactory solution.

The parties acknowledge their satisfaction with the current Act and Regulations, and agree that in fashioning a mutually satisfactory solution that recognizes current, legislated protection of employee rights, they cannot place the employer, supervisors, and workers in the position of possible legislative non-compliance.

**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/her former corresponding rate for that grade.

**LETTER #7**

**RE: TELECOMMUTING**

N During the 1996 negotiations, significant discussions focused on identifying key issues with respect to Telecommuting and its potential impact on C.A.W. members at Northern Telecom.

The parties to this agreement define Telecommuting as:

“Recurring scheduled work during regular working hours that is performed from an employee’s principle residence”.

It is agreed that if potential Telecommuting opportunities arise during the life of the Collective Labour Agreement, the following items, as a minimum, shall be discussed with the goal to achieve mutual agreement.

1. The provisions of the Collective Labour Agreement remain in effect for the employee.
2. Telecommuting will commence and continue based on mutual consent of the company and the employee.
3. The employee retains some form of work space at the main Company location and electronic access to co-workers and Union officials.
4. Equipment necessary to perform the duties of the job shall be provided and installed at Company cost as determined by the Company.

The parties agree that this letter is not authorization to begin offering Telecommuting work to C.A.W. members at Northern Telecom. It provides a basis for discussion of critical areas that would require agreement after fully considering the needs of the employee, the Company, and the Union.

**LETTER #8**

**RE: HEALTH & SAFETY**

Further to the considerable discussions that took place during Negotiations on the subject of Health and 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 workplace 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 Joint 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 shall include:

- workplace safety tours
- review of industrial hygiene reports
- fatality inspections
- review of environmental test results
- 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 Certified Representative**

The Union 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.

The Union Certified Representative shall be assigned to the Day Shift.

The role of the Union Certified Representative shall include the following:

- membership on the local Health and Safety Committee
- provide input and co-operate with the Manager, Health and Safety in the resolution of Health and Safety issues
- input on local Health and Safety Training Programs,

It is recognized that training may be required for the Union Certified Representative in order to achieve certification under the Ontario Occupational Health & Safety Act. 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 N.T.C./C.A.W. Task Force on Health and Safety Training and local Health and Safety Committees will develop appropriate training programs for Health and Safety Committee members. These programs will be provided three (3) times during the life of the Collective Labour Agreement and will be approximately one (1) week in duration.

Health and Safety Committee members who wish to enroll in other Company approved courses of instruction related 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 manufacturing equipment and machinery is properly safeguarded against injury to employees commissioning or operating such equipment. Where specific training is required, safe operating instructions will be given to 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 workplace. 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 and the Union agree to continue to support ergonomic initiatives and the efforts of the local Joint Health and Safety Committee to resolve ergonomic issues.

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

## **Environment**

The Company and Union recognize the importance of environmental awareness. Therefore, during 1994 negotiations, the parties agreed that it would be beneficial to meet annually to discuss Company environmental initiatives.

This meeting will be attended by one (1) representative from the Company, the Hourly Union and the Salaried Union, from each location covered by this Agreement.

## **Health & Safety Training**

The Company and the Union recognize that the various workplaces covered by this Agreement are unique and that employee interests are served best with educational programs specific to the individual needs of each workplace. 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 N.T.C./C.A.W. Task Force on Health and Safety Training. This Task Force shall be co-chaired by designates from the Company and the Union. The Task Force shall be composed of one (1) representative from the Company, the Hourly Union and the Salaried Union, from each location covered by this Agreement. The Task Force may meet periodically to discuss core training programs and common interest issues.

Where there is agreement between the Regional Industrial Relations Representative or delegate and the C.A.W. Health and Safety Director or delegate, the N.T.C./C.A.W. Task Force on Health and Safety Training may meet periodically to discuss Health and Safety issues which have been suggested by the local Health and Safety Committees.

### **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, a minute of silence will be observed on April 28, 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**

The Company and the Union jointly recognize substance abuse to be a serious medical and social problem that can affect employees. It is in the best interests of the employee, the Union and the Company to encourage early treatment and to assist 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 C.A.W. 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.

Any employee who undergoes a prescribed rehabilitative process will be entitled to Sickness and Accident benefits in accordance with the Sickness and Accident plan.



**Substance Abuse Representatives**

The Company and the Union acknowledge the contribution Local C.A.W. Substance Abuse Representatives have made towards workplace education about substance abuse, and counseling and referral in individual substance abuse cases.

- R** To ensure that this level of contribution continues, it is agreed that the Substance Abuse Representatives will be allowed reasonable time off each week to assist in counseling, education and follow-up. Substance Abuse Representatives will not leave their regular duties without obtaining permission from his/her supervisor (such permission shall not be unreasonably denied). It is further agreed that the Belleville and Bramalea locations will each have one (1) Substance Abuse Representative to assist any C.A.W. member in the location.

In addition, it is recognized that Substance Abuse Representatives will be able to deal more effectively with matters related to substance abuse if they are provided with appropriate training. Therefore, the Company will allow reasonable time off to Substance Abuse Representatives to attend courses which form part of the Addiction Intervention Association's Alcoholism and Drug Addiction Counsellor certification program, and will assume instructional fee costs and reasonable accommodation and meal costs associated with the taking of such courses.

**LETTER #10**

**RE: PAID EDUCATION LEAVE (P.E.L.)**

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 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, C.A.W. 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**

**R** Employees who are on notice of lay-off, or on lay-off 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**

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.

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

**LETTER #13**

**RE: EMPLOYMENT EQUITY**

- R** The Company and the Union are committed to ensuring Employment Equity at Northern Telecom. To this end, the Company and the Union have established one (1) Joint Employment Equity Committee in each of Belleville and Bramalea.
- R** Each of these Committees consists of one (1) hourly and one (1) salaried Union representative from within the existing local representation group presently outlined in the Collective Labour Agreement and two (2) local Company representatives. Each of these Committees will carry out responsibilities to develop and implement the joint Employment Equity Plan and coordinate education and communication efforts.
- R** Further to this, the parties have established the position of C.A.W. Employment Equity Coordinator. This Coordinator has been appointed by the C.A.W. National President to address issues in both the Hourly and Salaried Collective Labour Agreements. Complaints, should any arise, relative to the Coordinator's performance may be referred to the President's Office.
- R** In conjunction with location imperatives, the Coordinator's role is to participate in a planned, informed, and consistent approach to Employment Equity in the Belleville and Bramalea locations to which access will be freely given.
- R** The Coordinator works closely with the location Employment Equity Committees and makes recommendations to assist such committees in promoting equity in the workplace. This may involve liaising with community outreach initiatives, assisting location Employment Equity Committees to develop and implement the joint

Employment Equity Plan and coordinating education and communication efforts.

Location management will meet with the Coordinator and the location Employment Equity Committee to discuss their recommendations with a view to implementation. It is understood that the final decision to act upon the recommendations remains that of Management.

In keeping with Employment Equity goals, the parties are committed to ensuring a workplace free of discriminatory harassment. Discriminatory harassment is defined as "a course of vexatious comment or conduct that is known or ought to reasonably be known to be unwelcome" which diminishes individual dignity on the basis of race, colour, sexual orientation, marital or family status, religion, ancestry, place of origin, citizenship, creed, sex, handicap, or age.

- R** Recognizing the Company's Sexual Harassment Policy Guidelines, the parties have developed, in consultation with the C.A.W. Employment Equity Coordinator, location management and Employment Equity Committees, a discriminatory harassment investigation procedure. This procedure incorporates, where internal measures have been exhausted, the employee's right to cease work with no loss of pay if subjected to discriminatory harassment. This statement of intent is subject to a standard of good faith on the part of the Company, the Union and affected employees, and will not be utilized by the parties to circumvent the application of the joint procedure.

**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 impairing 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 on the plant premises.

**LETTER # 15**

**RE: 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 (1) representative from the Company and at least one (1) representative from the Union together with such others as deemed appropriate.

The Company and the Union will co-operate 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/her 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/her 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 L.T.D. 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 (L.T.D.) Benefits, as the case may be. Earnings from such employment will be paid in addition to S&A or L.T.D. benefits up to a level equal to 100% of the base rate plus C.O.L.A. which the employee would have earned had he/she been at work on a full-time basis. If income from all sources exceed such levels, then S&A or L.T.D. benefits will be reduced by the amount of income that exceed such 100% level.

Those employees receiving L.T.D. 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 (3) 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 Rehabilitation Program, the parties will meet to discuss and resolve the problems. This meeting will take place between the Assistant Vice-President, Benefits, Canada and the C.A.W. 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 (\$.01) for each straight time hour worked. Beginning in the second year of this Agreement, the Company will make quarterly contributions to the said fund equal to two cents (\$.02) 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 non-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 non-partisan 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 non-partisan 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 non-profit 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.

**LETTER #17**

**RE: DISCIPLINARY ACTION**

**VIOLENCE AGAINST WOMEN**

The Company and Union discussed the rising incidence of violence or abuse, notably violence against women and how this may affect the employee's attendance or performance at work.

The Company agrees that where there is adequate verification from recognized professionals (e.g. doctor, lawyer, professional counselor) provided to the Company, an employee who is subject to abuse or violence will not be disciplined without first giving full consideration to the circumstances surrounding the incident. Such information



will be treated in a confidential manner by the Company and the Union unless required by law to be produced.

- N It is further agreed that should an employee be absent from work as a result of abuse or violence and provides adequate verification from recognized professionals to the Health Centre, she will receive pay for the first day of absence at a rate equivalent to ninety percent (90%) of her basic earnings plus C.O.L.A.

**LETTER #18**

**RE: SPECIAL CONTINGENCY ALLOWANCE**

- N The Contingency Allowance is a stream of payments made available to employees who have proceeded to lay-off while retaining recall rights, where such lay-off is determined by the Unemployment Insurance Commission as lacking the characteristics of a lay-off to which the Company's registered S.U.B. may apply. In this contingency, the parties agree that said employees may elect in writing to receive, in lieu of entitlement under Article 8.1 of the C.L.A., the Contingency Allowance, subject to the following:

- 1) An employee's maximum entitlement ("Maximum Entitlement") shall be based on his/her service at the date of lay-off as indicated in the following Contingency Allowance Table:

Contingency Allowance Table

<u>Service on Date of Lay-off</u>	<u>Contingency Allowance 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	19 weeks
11 years but less than 12	21 weeks
12 years but less than 13	23 weeks
13 years but less than 14	25 weeks
14 years but less than 15	27 weeks

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

- 2) Regardless of whether or not the employee receives Unemployment Insurance Benefits from the date of lay-off, or must wait two (2) weeks for Unemployment Insurance Benefits to commence ("the waiting period"), the laid off employee will begin receiving the Contingency Allowance of one hundred dollars (\$100.00) per week, starting with the pay period following the first week of lay-off.
- 3) Subsequent payments are dependent upon proof of receipt of Unemployment Insurance Benefits by the employee and shall be one hundred dollars (\$100.00) per week. In documented exceptional circumstances, the employee may request to receive payment of an amount less than one hundred dollars (\$100.00) per week.
- 4) An employee whose eligibility for Unemployment Insurance is exhausted is entitled to accelerated payment of the Contingency Allowance, resulting in payments equal to sixty (60) per cent of the employee's regular weekly pay until such time as the employee's "Maximum Entitlement" has been exhausted.
- 5) In the event that an employee in receipt of the Contingency Allowance elects to be terminated, forfeit recall rights and receive a severance payment in accordance with Article 8.8 of the C.L.A., the Contingency Allowance will terminate and the employee's severance payment shall be reduced by the sum of Contingency Allowance payments received.

**LETTER #19**

**RE: INFORMATION TO THE UNION (REF.ART.6)**

- N This letter is written to clarify the transition process from manual to electronic transfer of information to the Local Union.

The Company will continue to provide the Union with a hard copy of each of the reports until such time as the Company is able to provide the Union with electronic transfer of information. At such time as the company is able to provide access to each report by electronic means, a three (3) month transition period will ensue where both hard copy and electronic information transfer will occur, after which the Company will discontinue the practice of providing hard copy reports. The Union will then assume responsibility to run such reports as they require. The Company will endeavor to provide the Union with electronic access to most reports by November 1, 1997.

The Company will provide a training session for the appropriate Local Union representatives at each location for the purpose of accessing the reports using the appropriate software tool, and will ensure the Union has the computer hardware and software required.

**LETTER #20**

**RE: LUMP SUM PAYMENT FOR SUBSTANCE ABUSE REPRESENTATIVE AND BENEFITS REPRESENTATIVE**

- N The Company agrees to provide the Local Union Financial Secretary with monies for the Benefits Representative and the Substance Abuse Representative in the amount of \$150.00 each per annum for the life of the Collective Labour Agreement. These monies are to assist in compensating for costs incurred relative to the performance of their respective roles.

**RE: BONA FIDE RELIGIOUS HOLIDAYS**

N The Company shall endeavour to provide to employees, upon request, time off from work for the purpose of recognizing a bona fide religious holiday.

Such request will be submitted to the employee's manager at the commencement of the calendar year, and will be granted subject to operational requirements and not unreasonably denied.

**FOR THE CAW**

**LOCAL 1915**

V. Robson  
M. Martin  
M. Cann  
D. Weedon  
J. Fitzgerald

**LOCAL 1839**

B. Carson  
S. Williams  
R. Harrison  
D. O'Brien-Harry

**NATIONAL REPRESENTATIVE**

S. Spratt

**DATE:** February 26, 1997

**FOR THE COMPANY**

**BRAMALEA**

T. McDonald  
B. Lane-Heer  
B. Reid  
D. Muro

**BELLEVILLE**

T. Beatty  
W. McAlpine  
G. Ferguson

**SPOKESPERSON**

K. Breedon

**EMPLOYEE AND LABOUR RELATIONS**

L. Evans

**DATE:** February 26, 1997

**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 job vacancy 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.

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.

- 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.

- 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.
  - 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/she 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

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.

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 changes 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 Article 4.

#### 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, employ-

ees 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.
  - 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 skilled 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 day shift jobs before junior surplus employees are assigned to such jobs.
- 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.
- 1.7 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 first 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 downgrade 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.
- 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.

### **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**

At the time of a lay-off, 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 shiftjobs identified in 1 and 2 above.

#### **LETTER #4 - WORKING CONDITIONS**

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**

Skilled Trades Journeymen listed in Article 32.1 and Set-up and Layout Operators, Grade 26 and higher, will be entitled to a meal allowance of seven dollars and twenty-five cents (\$7.25), increasing to seven dollars and seventy-five cents (\$7.75) in 1995 and increasing to eight dollars and twenty-five cents (\$8.25) in 1996 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 (90% of their regular net pay), 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 31.
2. Those employees who are being paid W.C.B. benefits at a level below 90% of their regular net pay (but not less than 50% of their regular net pay) 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 90% of regular net pay), the difference 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 Toolroom, 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/she is assigned, both the Union and the Company will co-operate in endeavouring to place such an employee on a job he/she is capable of performing.
- B. The parties agree to each identify one (1) 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/she 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.
  - 3) failing placement as described in 1) or 2) as outlined above, placement at one (1) 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 employees 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 be 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.
- 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/she was removed from in the event his medical restrictions are altered such that he/she may be considered for that job. If, while actively at work, the employee fails to post for the job he/she has gained job ownership rights to, he/she 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 Committeeperson 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 Committeeperson 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.

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 or delegate.

**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**

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.

**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 only within their own classification.

**FOR THE CAW LOCAL 27**

**LONDON WORKS**

S. Spratt

**FOR THE COMPANY**

K. Breedon

**DATE:** February 25, 1997

**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 accordance with the procedure outlined in Article 9, Appendix "B".
- b) When the Company believes vacancies will last for less than one (1) 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 (1) 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 ten (10) working 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 (1) 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 (1) of the jobs he/she 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/she 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".

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/she meets the requirements outlined in Article 2.2, Appendix "B".

- 2.2 a) All grades up to and including Grade 25 on the basis of seniority from among those who apply.
- b) For all Grade 26 vacancies the Company will select the senior applicant where the Company records indicate that he/she has the required qualifications.



Should none of the applicants have the qualifications required, the senior applicant will be trained.

- c) 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.

- d) 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 c) above. Such time is not to exceed twelve (12) working days.
- e) 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.

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

- 2.3 When the vacancy is filled, (other than in accordance with Article 2.2 e), by an applicant from the same or a higher grade than that of the vacancy, only one (1) such transfer

or downgrade will be allowed in any chain of moves associated with the filling of the original vacancy.

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/she 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/her rights to lateral or downgrade to a permanent vacancy as set out in paragraph 2.3.

R Temporary postings shall not last in excess of one ( 1) year. When this does occur, it shall be posted on a "permanent" basis.

Where it is necessary to decrease the number of employ-

ees 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/she is replacing. The permanent employee, upon return will displace the employee on the temporary vacancy.

In a loaning situation, an employee will be treated on the basis of their own seniority within the affected analysis number.

In the event of a lay-off, 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/her permanent job if, in the normal course of the bumping procedure he/she would have been displaced. However, he/she 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 person 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 Article 4, Appendix "B".

**ARTICLE 4 - OVERTIME**

- 4.1 The number of straight time hours in any one (1) 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 (1 1/2) times their hourly rate for hours worked in excess of eight (8) but not in excess of twelve (12) hours on any one (1) shift.
  - b) Twice their hourly rate for hours worked in excess of twelve (12) hours on any one (1) 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 :00p.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/her regularly scheduled shift he/she 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 (1) 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/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 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/her 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 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.

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.

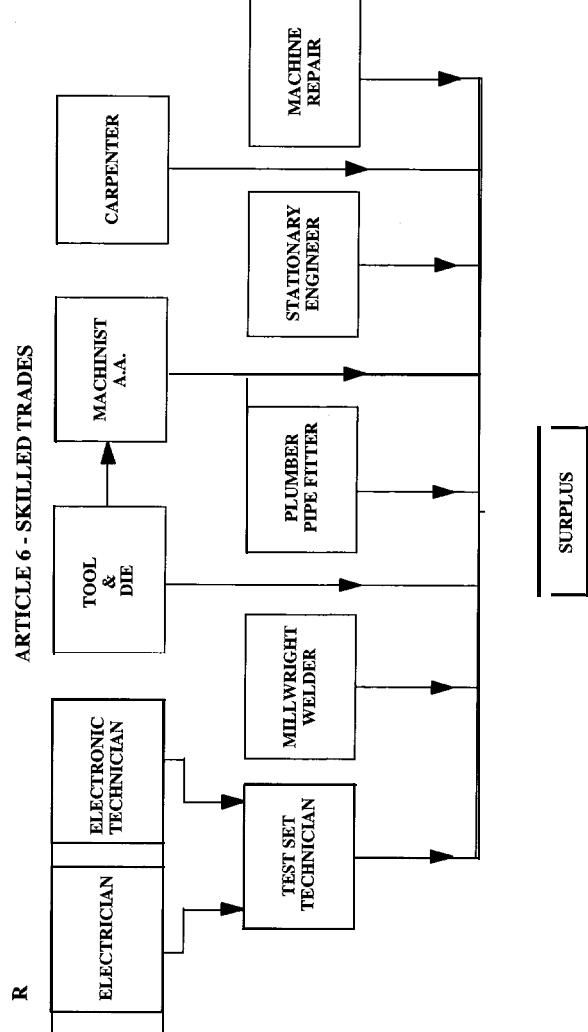
The Union will be provided with a list of employees scheduled to work the standard vacation period two (2) weeks prior to such period.



A finalized list of employees who worked the standard vacation and the hours that they worked will be provided to the Union.

**ARTICLE 6 - SKILLED TRADES**

- R 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. Prior to bumping into the production or non production group a tradesperson will, if qualified, displace a junior tradesperson.
- R 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

LAY-OFF, RECALL, AND RETURN TO BARGAINING UNIT

SECTION A

LAY-OFF

- 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.
- R 7.2 In the event of a lay-off, the Zone Committeeperson shall have top seniority in the zone he/she represents. In addition, in the event of a lay-off, the Skilled Trades Representative shall have top seniority within the Skilled Trades population which he/she represents. Therefore, so long as other employees remain at work within his/her zone, a Zone Committeeperson or Skilled Trades representative shall not be laid off provided he/she is qualified and willing to do the job available. Both the Plant Chairperson and the Health and Safety Specialist/Certified Representative shall have top seniority in the plant on the same basis.
- N 7.3 The Company will provide advance notice to employees, and to the Local Union, prior to a proposed lay-off. Such advance notice shall be provided as outlined below:

<u>C.S. as at effective date of lay-off</u>	<u>Length of notice of lay-off</u>
Less than 3 years	2 weeks
3 years but less than 4	3 weeks
4 years but less than 5	4 weeks
5 years but less than 6	5 weeks
6 years but less than 7	6 weeks
7 years but less than 8	7 weeks
8 years or more	8 weeks

or, notice of lay-off as provided in the appropriate government legislation, whichever is greater. 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

- R 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.
- N A laid off employee shall be given an additional two (2) year period of hiring preference after the expiration date of their recall rights if he/she makes an application in writing to the company and presents himself/herself for employment. Copies of the applications will be provided to the Union, Failure to accept an offer of employment shall terminate this preference. The company retains the right to make the final selection.
- N It is understood by the parties that this preference will only be exercised after preference under Letter #11 of the Master Agreement has been exhausted.
- 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 Arti-

**EMPLOYEES RETURNING TO BARGAINING UNIT**

- R 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/she is qualified in which case the vacancy will not be posted.
- R 1.7** An employee who is assigned to a job not included in the bargaining unit and subsequently returns shall have his/her previous seniority in the bargaining unit restored. Such employee shall return to an available vacancy at the same grade level or lower than he/she held prior to his/her transfer out of the bargaining unit, provided he/she is qualified to perform the available work and provided also, that no bargaining unit employee is downgraded.
- R 7.8** A Belleville hourly/skilled trades employee who transfers to the salaried bargaining unit and is subsequently declared surplus within the three (3) years shall, having exhausted his/her salaried bumping rights, return to the hourly unit and bump the most junior employee whose job he/she is qualified to perform based on total seniority acquired in both units.

**SECTION B**

**SURPLUS**

- R 7.9** 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 7.10** 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.

**R 7.11** A surplus employee who cannot be placed according to clause 7.10 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 clause 7.11, the same procedure will be applied to subsequent lower grades in descending order.

**R 7.12** With regards to out of seniority lay-off, 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, displace an employee with less seniority in a higher graded job. For the purpose of bumping up only, qualifications will be waived for Grade 24, Grade 25 and Grade 26 jobs, subject to the following:

- i) an employee bumping up to the Grade 25 level will not be permitted to post off the position to which he/she has bumped for a period of six (6) months after the date on which he/she bumped to that position.
- ii) an employee bumping up to the Grade 26 level will not be permitted to post off the position to which he/she has bumped for a period of nine (9) months

after the date on which he/she bumped to that position.

- R 7.13 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.

#### FLUCTUATIONS

- R 7.14**
- 1) The Company agrees that when employees are moved due to fluctuations in work load the most junior employee qualified shall be moved, except where such fluctuations are for a period of three (3) working days or less. In such circumstances, employees may be moved out of line of seniority, provided that they are in agreement with being moved. Should a more senior employee in the analysis number express an interest and can be readily accommodated, they will be given the opportunity to move. If the accommodation is not convenient, then normal loaning rules will apply.
  - 2) It is agreed by the parties that should it be necessary to move employees as per Article 7.14 1) above, and such move would result in an upgrade, the senior qualified employee will be provided the first opportunity to move.
  - 3) 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.

#### COMPANY INITIATED PENSIONS

- N 7.15 In the event of a lay-off, employees within each affected

skill group will be offered the opportunity to retire early under Company initiated pension criteria, in accordance with the following:

- a) employees eligible to retire with a Company initiated Class B 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 for a Class C pension will be offered, in the same way, the remaining opportunity, if any. Employees must advise the Company of their acceptance of the pension offer within eight (8) working days of receipt of said offer.
- b) the total number of those retiring under 7.15 shall not exceed 100% of the number of surplus employees within the skill group (as defined in Article 29.1) within which a surplus has been declared.
- c) where the number of employees within an affected skill group who accept the above early retirement opportunities is less than the maximum set out in Article 7.15, the difference will be added to the maximum of any of the other affected skill groups, so long as the addition does not cause the total number of retirements for that group to exceed the number of lay-off notices in that group.
- d) pension dates shall be no later than the end of the notice period. Notwithstanding the above, employees may utilize unused vacation credits, as determined by the Company, to reach a pension date provided that the first day of vacation is no later than the first working day after the end of the notice period. The employee's pension date shall be the date, as determined by the Company, that he/she becomes eligible to proceed to pension. It is understood that during the utilization of unused vacation credits, employees will not have access to the Sickness and Accident plan, nor accrue service for vacation purposes.



- e) where an employee who has been given notice of lay-off and is also eligible to retire with a Company initiated class B or C pension within such notice period, he/she shall be offered the opportunity to retire regardless of whether the maximum set out in Article 7.15 for his/her skill group has been exceeded.

#### **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 re-examining 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/she is assigned, both the Union and the Company will co-operate in endeavouring to place such an employee on a job he/she is capable of performing.
- 9.2 Medically restricted employees will receive written notification of such restrictions.

- 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 -JOB POSTING**

It is agreed that the condition "job must be filled by upgrade" will not apply to Grade 24 jobs for as long as Grade 24 is the lowest grade for jobs in the bargaining unit in Belleville.

#### **LETTERS OF UNDERSTANDING**

##### **LETTER #1 - JOB POSTING**

1. 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 two (2) additional times during the subsequent six (6) month period.
2. Should there be no successful applicants for posted job vacancies, those vacancies will not be re-posted unless the Company and the Union mutually agree to re-post.
3. 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.
4. 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.

2. When there is scheduled overtime on the weekend, the Company will accept, wherever practicable, commitment to work overtime for periods of less than eight (8) hours providing such commitments are not less than four (4) hours.

LETTER #3

RE: - ARTICLE 7 - SURPLUS AND FLUCTUATIONS

- R 1. It is agreed the term qualified as it pertains to Article 7, Appendix "B", of the Collective Agreement will not apply to Grade 24 jobs.
2. After having exhausted all surplus and bumping provisions of the Collective Labour Agreement, employees holding notice of lay-off as per Article 7, Appendix "B" will be assigned to Analysis #09999, Grade 21.

Such employees will be loaned out in accordance with the applicable provisions of the Collective Labour Agreement for the duration of their individual notice periods.

During such periods they shall have full access to the Collective Labour Agreement including the job posting procedure, Article 2, Appendix "B". At the end of their individual notice periods such employees will be laid off provided they have not received a job per Article 2 of Appendix "B".

In no circumstances will employees be assigned to Analysis #09999, for a period exceeding sixty (60) days, or their notice period whichever is greater.

3. For the purposes of bumping and surplus, employees drawing S&A Benefits and employees on Maternity, Adoption or Parental Leave will be treated in the same way as active employees.

**LETTER #4**

It is the intent of the Company to train and utilize employees on all aspects of their jobs as outlined in their job descriptions. Frequency of rotation on various job functions will remain at the manager's discretion, however, employees who wish to rotate will not be unreasonably denied.

**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**

Employees will be provided one (1) pair of static conductive safety shoes free of charge, once per calendar year. Such shoes must be acquired at the corporate approved supplier within the Belleville location.

The Company will maintain a list of approved suppliers and styles.

**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 ten (10) 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 three (3) but less than ten (10) full days in a two (2) week period. Such requests will not be unreasonably denied.

**LETTER #10**

**SIX DAY, 12 HOUR 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.

- (b) 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 3.2 is amended by adding the following:

When an employee is scheduled to a Six Day, 12 Hour shift, he/she 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 3.3 is amended to read as follows:

The payroll week for employees on the Six Day, 12 Hour Schedule will commence at 7:00 p.m. Sunday and terminate at 7:00p.m. on the following Sunday. The days of rest shall be described as: the first days of rest shall be on unscheduled days during the week whereas the second day of rest shall always be on a Sunday.

Article 4.1 is amended to read as follows:

Regular hours scheduled and worked in accordance with the Six Day, 12 Hour Schedule will be paid at straight time rates.

Article 4.2 is amended to read as follows:

For employees on the Six Day, 12 Hour Schedule, over-time shall be paid for all hours worked in excess of twelve

(12) hours during the twenty-four (24) hour interval of time from the beginning of an employee's scheduled shift.

Article 4.3 (a) is amended to read as follows:

For employees on the Six Day, 12 Hour Schedule, over-time shall be paid a rate of time and one-half for the first eight (8) hours worked on a designated first day of rest.

Article 4.3 (b) is amended to read:

For employees on the Six Day, 12 Hour Schedule, over-time shall be paid a rate of double time 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(I) designated second (2nd) day of rest on Sunday each week.
- (c) On a designated Plant Holiday as defined in Master Article 31.
- (d) For all hours worked in excess of eight (8) hours on an employee's designated first (1st) day of rest.

Letter #9 - Administration of Random Days of Vacation

For employees on the Six Day, 12 Hour Schedule, 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.

## MASTER AGREEMENT

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 on plant holidays, but who would otherwise be working should he/she follow his/her normal work schedule, will be paid twelve (12) hours at his/her regular rate, plus C.O.L.A.. It is understood that there will not be a deduction in the Six Day, 12 hour shift pattern allowance for these hours.
2. If an employee on the Six Day, 12 Hour Schedule has a designated first day of rest on a Plant Holiday, he/she will be paid eight (8) hours at his/her regular rate.
3. If an employee on the Six Day, 12 Hour Schedule has a designated first day of rest on a Plant Holiday but during such work week the employee is on the first week of a sickness period as per Appendix "F" below, he/she shall receive eight (8) hours at the regular rate in addition to S & A benefits.

When an employee has started the second week of the sickness period, all Plant Holidays will be treated as if the employee was on a five (5) day, eight (8) hour, forty (40) hour week schedule. Therefore, the employee shall receive eight (8) hours pay at the regular rate for the Plant Holiday and the remainder of the forty (40) hour week shall be paid at the applicable S & A rate.

### 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

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

Article 29 - Workforce Restructuring

29.8 Voluntary Retirement Option 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 7:00 p.m. to 7:00 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.

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 3:00 p.m. and 7:00 a.m. on his/her schedule.

Appendix "F" - Sickness and Accident (S & A) Benefits.

As S &A benefits are paid on the basis of 90% or 66 2/3% of a forty (40) hour week, employees on the Six Day, 12 Hour Schedule who are unable to work due to sickness shall be immediately converted to a five (5) day, eight (8) hour, forty (40) hour week schedule for S & A purposes. The following chart indicates how the first week of sickness will be treated.

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. Should an employee go off sick before the mid-point of the shift (i.e., the fourth hour of the shift), the balance of the shift, up to eight (8) hours, will be the first day of waiting and the remainder of the shift will be paid at the applicable S & A rate.

SICKNESS BENEFITS WHEN AN EMPLOYEE IS SCHEDULED FOR THE SIX DAY, 12 HOUR SCHEDULE

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

ADDITIONAL LANGUAGE

Six Day, 12 Hour Schedule Pattern Allowance

Employees working the Six Day, 12 Hour Schedule shall receive a weekly pattern allowance of \$91.80 for their regular scheduled shifts.

The Six Day, 12 Hour Schedule pattern allowance will be paid when an employee is absent from his/her regular scheduled shifts but is receiving pay for jury duty, bereavement leave, medical passes, union education courses as well as random and full weeks' vacations. For any other absences from an employee's regularly scheduled shifts, a proportional amount of the pattern on allowance will be deducted at a factor of 1/36th of the pattern allowance per hour absent.

Absence Coverage

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

**LETTER #11**

The Company will continue the practice of providing five (5) sets of work clothing to all new tradespersons, and employees who post permanently to non-trades Bargaining Unit positions within the Maintenance Department. All active tradespersons and those currently working in the non-trades positions 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.

**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 as modified in 1996 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 Union will be supplied with a copy of the new job description(s) prior to the affected employee(s) being moved.
2. The new job will assume the analysis number held by the senior employee amongst the analysis numbers involved.
3. 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.
4. For Grades 26 and above, the new job shall be posted. Selections shall be based upon Article 2, Appendix "B".
5. Remaining employees, if any, shall be surplus from the combined grade and analysis number.
6. 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 choose 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 employee 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. The Union will be supplied with a copy of the new job description(s) prior to the affected employee(s) being moved.
2. 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.
3. Employees with insufficient seniority to select an analysis number shall be placed on the remaining analysis number until the required complement is obtained.
4. Remaining employees, if any, shall be surplusd from their original grade and analysis number.
5. 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 committee person 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.

**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 C.A.W. 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**

B. Carson  
D. O'Brien-Harry  
S. Williams  
R. Harrison

**FOR THE COMPANY**

G. Ferguson  
R. Ainsworth  
D. Owen  
M. Handford

**DATE:** February 26, 1997



**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**

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 fifteen (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 lay-off 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.
- 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 among those who previously held the job.
  - d) Employees will lose their right to job ownership in the following instances:
    - 1. Upon recall from lay-off.
    - 2. Failure to post for job to which they had ownership.
- 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 (1) 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.
- 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/her order of preference of the jobs he/she has posted for and will be selected as per his/her preference, subject to Article 2.

Only those employees 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 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.

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

- 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

- a) 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 (1) month, will be posted on the plant bulletin boards for a period of seven (7) calendar days unless the entire plant is on fifteen (15) shift operation in which case three (3) working days will apply. Such postings shall state the vacancy is temporary.
- b) 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.

- c) Selections shall be made in accordance with Article 2.2 of Appendix "C". In the event of no applicants for a temporary posting, it is agreed that the vacancy can be filled indefinitely as per present practice. After one (1) year a permanent posting will take place.
- d) Job ownership will not apply to temporary postings.
- e) Upon expiration of the temporary vacancy, all employees (within the sequence triggered by the original vacancy) will return to their former jobs.
- f) An employee filling 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.
- g) Temporary vacancies will not last in excess of one (1) year. After one (1) year, they shall be posted on a permanent basis. If the employee is later available and cleared to perform the job, he/she can displace the junior employee on the analysis number, seniority permitting.
- h) Records of employees selected to fill such vacancies in Grades 25 and below will reflect the appropriate analysis number after thirty (30) calendar days on the job; all other such vacancies after forty-five (45) 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, Lay-off, Recall in the Master.
- i) 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/her 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/she has sufficient Local Seniority (L.S.).

Lacking such seniority, the returning employee shall have bumping rights as per Article 7.

- j) When a temporary posting is unwound, the employees will return to their previous job and crew and 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 (i.e. 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/she is responsible.
- 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 parties 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.

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 (1) shift;
  - b) on the second (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 third (3rd) night shift.
  - 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. If they refuse however, they will not be charged with the refusal for overtime equalization purposes.

- 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 worked 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/her home department analysis number.

- c) When an employee is not at work for any reason, the employee will continue to be charged with equalization time as if he/she were at work. Employees who are at work, but cannot perform their work due to medical restrictions, will be charged with overtime refusals for the hours they would have been offered had they been able to perform the work.
- d) An employee will not be charged for overtime when the overtime for which he/she was scheduled is subsequently cancelled.
- e) 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/her crew. His/her opportunity to work overtime within his/her new analysis number will be based on this average.

- f) An employee who has been selected on a new job posting will be entitled to participate in overtime in a normal fashion on his/her old job up to but not including the third (3rd) Monday following the removal of the posting from the board. As of the third (3rd) Monday, the employee can participate in overtime in a normal fashion on the new job.
  - g) Students and new employees entering the workforce will be charged with the average overtime of those employees already assigned to the job as above.
  - h) Equalization of opportunity for overtime shall be based on hours paid or hours that would have been paid had he/she worked the overtime requested.
  - i) The period of equalization will be from January 1st to December 31st of the calendar year.
  - j) When jobs or departments are combined, affected employees will have their overtime opportunity hours zeroed immediately.
- 4.5 In the case of a grievance, the Committee person may have access to such records as are available in respect to overtime hours.
- 4.6 Overtime records will be posted in each department on the departmental bulletin boards 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 from among those employees actively at work within the analysis number within the department. 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 will be given as follows:

First, to recently recalled employees, in order of seniority, whose vacation entitlement as outlined in Article 36 is insufficient to cover the Standard Vacation Period, up to their shortfall but excluding any consumed vacation. It is understood that should the company need a full week of work and there is not a senior employee who can work the balance of the week in question, the recently recalled employee will work the full week.

Second, in order of seniority, should additional coverage be required. One month prior to the standard vacation period, 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 standard vacation period.

#### ARTICLE 6 - CHRISTMAS AND EASTER SHUTDOWN

Operations will be shut down during the Christmas season for a period of eleven (11) days

December 23rd to January 2nd inclusive in 1994; nine (9) days  
December 25th to January 2nd inclusive in 1995; and ten (10) days  
December 23rd to January 1st inclusive in 1996.

In 1994 the Plant Holidays will be as follows:

1 April (Good Friday)  
23 May (Victoria Day)  
1 July (Canada Day)  
1 August (Civic Holiday)  
5 September (Labour Day)  
10 October (Thanksgiving Day)  
\*\* 20 June  
\*\* 19 September  
December 23, 26,27,28,29,30, January 2, 1995.  
\*February 13, 1995

Note: For employees on the Six Day, 12 Hour Schedule, Canada Day will be taken on July 2, 1994

In 1995 the Plant Holidays will be as follows:

14 April (Good Friday)  
22 May (Victoria Day)  
3 July (Canada Day)  
7 August (Civic Holiday)  
4 September (Labour Day)  
9 October (Thanksgiving Day)  
\*\* 19 June  
\*\* 25 September  
December 25,26,27, 28,29, January 1,2, 1996.  
\*February 12, 1996

In 1996 the Plant Holidays will be as follows:

5 April (Good Friday)  
20 May (Victoria Day)  
1 July (Canada Day)  
5 August (Civic Holiday)  
2 September (Labour Day)  
14 October (Thanksgiving Day)  
\*\* 24 June  
\*\* 23 September  
December 23, 24,25,26,27,30, \*31, January 1, 1997.

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

\*\* 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 Easter 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/her unused plant holiday credits, he/she shall be paid at the rate applicable to working on a designated plant holiday.

Skilled tradespersons, 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.

#### **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.
- 4) By bumping an employee with less seniority assigned to any job graded 24 and lower and will be trained on such job.
- 5) If there is a temporary posting on any of the analysis numbers which the employee can bump as per Article 7.3.1 and 7.3.3, the temporary position will be unwound to create a vacancy which the surplus employee can fill.

Failing placement in accordance with clauses 7.3.2, 7.3.3, 7.3.4 and 7.3.5 the same procedure will be applied to subsequent lower grades in descending order.

#### FLUCTUATIONS

- 7.4
- 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 employees, in descending order, will be provided the opportunity to move.
  - 3) When an employee is temporarily assigned 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 Master Article 2 1.4.

#### RECALLS

- 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/she makes application in writing to the Company and presents himself/herself 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

##### LETTER #1

##### SIX DAY, 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:

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/she 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 shutdown 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 AGREEMENT

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 undernoted holidays, but who would otherwise be working should he/she follow his/her normal work schedule, will be paid twelve (12) hours at his/her regular rate, plus C.O.L.A.. It is understood that there will not be a deduction in the Six Day, 12 Hour shift pattern allowance for these hours.
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/she shall be paid eight (8) hours at his/her regular rate.
3. If an employee on the Six Day, 12 Hour Schedule has a designated first or second day of rest on a Plant Holiday but during such work week the employee is on the first week of a sickness period as per Appendix "F" below, he/she shall receive eight (8) hours at the regular rate in addition to S & A benefits.

When an employee has started the second week of the sickness period, all Plant Holidays will be treated as if the employee was on a five (5) day, eight (8) hour, forty (40) hour week schedule. Therefore, the employee shall receive eight (8) hours pay at the regular rate for the Plant Holiday and the remainder of the forty (40) hour week shall be paid at the applicable S & A rate.

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 29 - Workforce Restructuring

29.8 Voluntary Retirement Option payments shall be based on the standard, forty (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/her schedule.

Appendix "F" - Sickness and Accident (S & A) Benefits

As S & A benefits are paid on the basis of 90% or 66 2/3% of a forty (40) hour week, employees on the Six Day, 12 Hour Schedule who are unable to work due to sickness shall be immediately converted to a five (5) day, eight (8) hour, forty (40) hour week schedule for S & A purposes. The following chart indicates how the first week of sickness will be treated.

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. Should an employee go off sick before the mid-point of the shift (i.e. the fourth hour of the shift), the balance of the shift, up to eight (8) hours, will be the first day of waiting and the remainder of the shift will be paid at the applicable S & A rate.

**SICKNESS BENEFITS WHEN AN EMPLOYEE IS SCHEDULED FOR THE SIX DAY, 12 HOUR SCHEDULE**

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

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 eleven (11) days December 23rd to January 2nd inclusive in 1994; nine (9) days December 25th to January 2nd inclusive in 1995; and ten (10) days December 23rd to January 1st inclusive in 1996.

C.A.W. #1839, #1915

Six Day Schedule for 1994 - Part 1

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

DAY	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS
E	1 1 1 N N N 2	1 1 1 D D D 2	D D D 1 1 1 2	N N N 1 1 1 2	N N N 1 1 1 2	1 1 1 D D D 2
F	1 1 1 D D D 2	1 1 1 N N N 2	N N N 1 1 1 2	D D D 1 1 1 2	D D D 1 1 1 2	1 1 1 N N N 2
G	N N N 1 1 1 2	N N N 1 1 1 2	1 1 1 D D D 2	1 1 1 D D D 2	1 1 1 N N N 2	N N N 1 1 1 2
H	D D D 1 1 1 2	D D D 1 1 1 2	1 1 1 N N N 2	1 1 1 N N N 2	1 1 1 D D D 2	D D D 1 1 1 2
Overtime						
E	N N N	N D D D	D	D D D N	N N N N	N N N N D D D
F	D D D	D N N N	N	N N N D	D D D D	D D D D N N N
G		N N N N	N N N N D D D	D D D D	D N N N	N
H	D D D D	D D D D	N N N	N N N N	N D D D	D

Overtime will be by Straight Equalization on all Sundays and Holidays

Six Day Schedule for 1994 - Part 2

DAY	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
DEC	20	21	22	23	24	25	26	27	28	29	30	31																														
JAN																																										
FEB																																										
MAR	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31																								
APR																																										
MAY																																										
JUNE	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																	
JULY																																										
AUG	29	30	31																																							
SEPT																																										
OCT																																										
NOV	31	22	23	24	25	26	27	28	29	30																																
DEC																																										
JAN																																										
FEB	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28																										
DAY	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
E	1	1	1	D	D	D	2	1	1	1	N	N	N	2	N	N	N	1	1	1	2	D	D	D	1	1	1	2	D	D	D	1	1	1	2	1	1	1	N	N	N	2
F	1	1	1	N	N	N	2	1	1	1	D	D	D	2	D	D	D	1	1	1	2	N	N	N	1	1	1	2	N	N	N	1	1	1	2	1	1	1	D	D	D	2
G	D	D	D	1	1	1	2	D	D	D	1	1	1	2	1	1	1	N	N	N	2	1	1	1	N	N	N	2	1	1	1	D	D	D	2	D	D	D	1	1	1	2
H	N	N	N	1	1	1	2	N	N	N	1	1	1	2	1	1	1	D	D	D	2	1	1	1	D	D	D	2	1	1	1	N	N	N	2	N	N	N	1	1	1	2
<b>Overtime</b>																																										
E	D	D	D	D	N	N	N	N	N	N	N	D	N	N	N	D	D	D	D	D	D	D	D	D	D	D	D	D	N	N	N	N	N									
F	N	N	N	N	D	D	D	D	D	D	D	N	D	D	D	N	N	N	N	N	N	N	N	N	N	N	N	N	D	D	D	D	D									
G				D	D	D	D	D	D	D	N	N	N	N	N	N	N	N	N	N	N	N	D	D	D	D	D	D	D	D	D	D	D	D	N							
H				N	N	N	N	N	N	N	N	D	D	D	D	D	D	D	D	D	N	N	N	N	N	N	N	N	N	N	N	N	D	D	D	D	N					

Overtime will be by Straight Equalization on all Sundays and Holidays



Six Day Schedule for 1995 - Part 2

DAY	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S																
DEC								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													
JAN																																																			
FEB								14	15	16	17	18	19	20	21	22	23	24	25	26	27	28																													
MAR																			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								8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31																				
JUNE																																																			
JULY								31																																											
AUG								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													
SEPT																																																			
OCT								23	24	25	26	27	28	29	30	31																																			
NOV																		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				
DEC																																																			
JAN								15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31																											
FEB																		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									
DAY	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S									
E	1	1	1	D	D	D	2	1	1	1	N	N	N	2	N	N	N	1	1	1	2	D	D	D	1	1	1	2	D	D	D	1	1	1	2	1	1	1	N	N	N	2	1	1	1	N	N	N	2		
F	1	1	1	N	N	N	2	1	1	1	D	D	D	2	D	D	D	1	1	1	2	N	N	N	1	1	1	2	N	N	N	1	1	1	2	1	1	1	D	D	D	2	D	D	D	1	1	1	2		
G	D	D	D	1	1	1	2	D	D	D	1	1	1	2	1	1	1	N	N	N	2	1	1	1	N	N	N	2	1	1	1	D	D	D	2	D	D	D	1	1	1	2									
H	N	N	N	1	1	1	2	N	N	N	1	1	1	2	1	1	1	D	D	D	2	1	1	1	D	D	D	2	1	1	1	N	N	N	2	N	N	N	1	1	1	2									
Overtime																																																			
E	D	D	D		D	N	N	N				N			N	N	N	D				D	D	D	D				D	D	D	D	N	N	N				N												
F	N	N	N		N	D	D	D				D			D	D	D	N				N	N	N	N				N	N	N	N	D	D	D				D												
G				D	D	D	D				D	D	D	D	N	N	N				N	N	N	N				N	D	D	D	D				D			D	D	D	N									
H				N	N	N	N				N	N	N	N	D	D	D				D	D	D	D				D	D	D	D				D	N	N	N	N		D										

Overtime will be by Straight Equalization on all Sundays and Holidays

Heritage Day will be applied to the Christmas shutdown in 1996.

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 (4), eight (8), or twelve (12) hour lots.

ADDITIONAL LANGUAGE

Six Day, 12 Hour Schedule Pattern Allowance

Employees working the Six Day, 12 Hour Schedule shall receive a weekly pattern allowance of \$91.80 for their regular scheduled shifts.

The Six Day, 12 Hour Schedule pattern allowance will be paid when an employee is absent from his/her regular scheduled shifts but is receiving pay for jury duty, bereavement leave, medical passes, union education courses as well as random(s) and full weeks' vacations.

For any other absences from an employee's regularly scheduled shifts, a proportional amount of the pattern allowance will be deducted at a factor of 1/36th of the pattern allowance per hour absent.

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.





Six Day Schedule for 1996 - Part 2

DAY	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS
DEC						
JAN	15 16 17 18 19 20 21	22 23 24 25 26 27 28	29 30 31			
FEB			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
MAR						
APR	8 9 10 11 12 13 14	15 16 17 18 19 20 21	22 23 24 25 26 27 28	29 30		
MAY				1 2 3 4 5	6 7 8 9 10 11 12	13 14 15 16 17 18 19
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	
AUG					1 2 3 4	5 6 7 8 9 10 11
SEPT	24 25 26 27 28 29 30					
OCT		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
NOV						1 2 3
DEC	16 17 18 19 20 21 22	23 24 25 26 27 28 29 30 31				
JAN			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
FEB						
DAY	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS
E	1 1 1 D D D 2	1 1 1 N N N 2	N N N 1 1 1 2	D D D 1 1 1 2	D D D 1 1 1 2	1 1 1 N N N 2
F	1 1 1 N N N 2	1 1 1 D D D 2	D D D 1 1 1 2	N N N 1 1 1 2	N N N 1 1 1 2	1 1 1 D D D 2
G	D D D 1 1 1 2	D D D 1 1 1 2	1 1 1 N N N 2	1 1 1 N N N 2	1 1 1 D D D 2	D D D 1 1 1 2
H	N N N 1 1 1 2	N N N 1 1 1 2	1 1 1 D D D 2	1 1 1 D D D 2	1 1 1 N N N 2	N N N 1 1 1 2
<b>Overtime</b>						
E	D D D	D N N N	N	N N N D	D D D D	D D D D N N N N
F	N N N	N D D D	D	D D D N	N N N N	N N N N D D D D
G		D D D D	D D D D N N N	N N N N	N D D D	D D D D
H		N N N N	N N N N D D D	D D D D	D N N N	N N N N

Overtime will be by Straight Equalization on all Sundays and Holidays

**LETTER #2**

**SEVEN DAY, 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:

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/she 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 7:30p.m. Sunday and terminate at 7:30p.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/her regular schedule he/she will, in addition to the provision in Article 4.2 of the Local Appendix, be paid twelve (12) hours at his/her regular rate unless these hours are needed

to reimburse him/her for paid days lost during the Easter shutdown period in which case he/she 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/she will be paid eight (8) hours at his/her regular rate unless these hours are needed to reimburse him/her for paid days lost during the Easter shutdown period in which case he/she 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.
3. If an employee on the Seven Day, 12 Hour Schedule has a designated first or second day of rest on a Plant Holiday but during such work week the employee is on the first week of sickness period as per Appendix "F" below, he/she shall receive eight (8) hours at the regular rate in addition to S & A benefits unless these hours are needed to reimburse him/her for paid days lost during the Easter shutdown period in which case he/she 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.

When an employee has started the second week of the sickness period, all Plant Holidays will be treated as if the employee was on a five (5) day, eight (8) hour, forty (40) hour week schedule. Therefore, the employee shall receive eight (8) hours pay at the regular rate for the Plant Holiday and the remainder of the five (5) day, eight (8) hour, forty (40) hour week schedule shall be paid at the applicable S & A rate.

Article 8 - Lay-off Allowance

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

Article 29 - Workforce Restructuring.

29.8 Voluntary Retirement Option payments shall be based on the standard, forty (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 2.5 - 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/her schedule.

Appendix “F” - Sickness and Accident (S & A) Benefits

As S &A benefits are paid on the basis of 90% and 66 2/3% of a forty (40) hour week, employees on the Seven Day, 12 Hour Schedule shall be immediately converted to a five (5) day, eight (8) hour, forty (40) hour week schedule for S &A purposes, except for the first week the employee would have been scheduled to work a forty-eight (48) hour work week. Such an employee shall receive S & A benefits based on a forty-eight (48) hour work week once per individual sickness. The following charts indicate how the first week of sickness will be treated.

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. Should an employee go off sick before the mid-point of the shift (i.e. the fourth hour of the shift), the balance of the shift, up to eight (8) hours, will be the first day of waiting and the remainder of the shift will be paid at the applicable S & A rate.

**S & A BENEFITS WHEN THE EMPLOYEE IS SCHEDULED TO WORK A THIRTY-SIX (36) HOUR WORK WEEK**

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

**S & A BENEFITS WHEN THE EMPLOYEE IS SCHEDULED TO WORK A FORTY-EIGHT (48) HOUR WORK WEEK**

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 HOUR 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

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 eleven (11) days

December 23rd to January 2nd inclusive in 1994; nine (9) days December 25th to January 2nd inclusive in 1995; and ten (10) days December 23rd to January 1st inclusive in 1996.

Heritage Day will be applied to the Christmas shutdown in 1996.

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>
1994	I	48
		48
	K	76
	L	76
1995	I	72
	J	72
	K	40
	L	40
1996	I	80
	J	80
	K	40
	L	40



Employees 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 (1) week blocks may be taken in four (4), eight (8). or twelve (12) hour lots.

ADDITIONAL LANGUAGE

Seven Day, 12 Hour Schedule Premiums

A Seven Day, 12 Hour Schedule Premium of \$2.55 per hour will be paid for all hours worked by an employee on his/her regular scheduled shifts.

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

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

C.A.W. #1839, #1915

Seven Day Schedule for 1994 - Part 1

DAY	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S												
DEC																																																						
JAN	31																																																					
FEB		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																																																						
APR	25	26	27	28	29	30																																																
MAY								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																
JUNE																																																						
JULY	18	19	20	21	22	23	24	25	26	27	28	29	30	31																																								
AUG																																																						
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DEC																																																						
JAN																																																						
FEB																																																						
DAY	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S					
I	1	2	1	1	N	N	N	1	1	1	D	D	D	D	D	D	D	1	1	1	2	N	N	N	N	1	1	2	N	N	N	N	1	1	1	1	2	1	D	D	D	D												
J	1	2	1	1	D	D	D	1	1	1	N	N	N	N	N	N	N	1	1	2	D	D	D	D	1	1	2	D	D	D	1	1	1	1	2	1	N	N	N	N	N	N	N	1	1	1	2							
K	N	N	N	N	1	1	2	N	N	N	1	1	1	1	2	1	D	D	D	D	1	2	1	D	D	D	D	1	1	1	N	N	N	N	N	N	N	1	1	1	2													
L	D	D	D	D	1	1	2	D	D	D	1	1	1	1	2	1	N	N	N	N	1	2	1	1	N	N	N	1	1	1	D	D	D	D	D	D	D	1	1	1	2													
Overtime																																																						
I	N	N	N	N				N	D	D				D							N	N	N	N				N	N	N	N				N	N	N	N				D	D	D										
J	D	D	D	D				D	N	N				N							N	N	N	D				D	D	D					D	D	D					N	N	N										
K					N	N	N							N	N	N	N	D	D	D	D	D	D	D				D	N	N					N	N	N	D				N	N	N	D									
L					D	D	D							D	D	D	D	N	N	N	N	N	N	N				N	N	N					N	N	N					D	D	D	N									

Overtime will be by Straight Equalization on all Maintenance Sundays

Seven Day Schedule for 1984 - Part 2

DAY	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S											
DEC	20	21	22	23	24	25	26	27	28	29	30	31																											
JAN								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		
FEB																																							
MAR	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31																					
APR															4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24				
MAY																																							
JUNE	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														
JULY																																							
AUG	29	30	31																																				
SEPT				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						
OCT																																							
NOV	21	22	23	24	25	26	27	28	29	30																													
DEC																																							
JAN																																							
FEB	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28																								

DAY	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S										
I	1	2	1	1	DDDD	1	1	1	NNNN	NNN	1	1	1	2	DDDD	1	1	2	DDDD	1	1	1	2	1	2	1	1	1	1	1	1	1	1	1	1	1	1	1
J	1	2	1	1	NNNN	1	1	1	DDDD	DDDD	1	1	1	2	NNNN	1	1	2	NNNN	1	1	1	2	NNNN	1	1	1	1	1	1	1	1	1	1	1	1	1	1
K	DDDD	1	1	2	DDDD	1	1	1	2	1	2	1	NNNN	1	2	1	1	NNNN	1	1	1	DDDD	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
L	NNNN	1	1	2	NNNN	1	1	1	2	1	2	1	DDDD	1	2	1	1	DDDD	1	1	1	NNNN	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

I	DDDD				DNN																																
J	NNNN				NDD																																
K					DDD					DDD					NNNN																						
L					NNN					NNN					DDD																						

Overtime will be by Straight Equalization on all Maintenance Sundays





C.A.W. #1839, #1915

Seven Day Schedule for 1996 - Part 1

DAY	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS
DEC	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		
JAN					1 2 3 4 5 6 7	8 9 10 11 12 13 14
FEB	26 27 28 29					
MAR		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	
APR						1 2 3 4
MAY	21 22 23 24 25 26	27 28 29 30 31				
JUNE			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
JULY						
AUG	12 13 14 15 16 17 18	19 20 21 22 23 24 25	26 27 28 29 30 31			
SEPT				1 2 3 4 5 6 7 8	9 10 11 12 13 14 15	16 17 18 19 20 21 22
OCT						
NOV	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		
DEC					1 2 3 4 5 6 7	8 9 10 11 12 13 14 15
JAN	27 28 29 30 31					
FEB		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	
DAY	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS
I	1 2 1 1 N N N	1 1 1 D D D	2 D D D 1 1 1 2	N N N N 1 1 2	N N N N 1 1 1 2	1 2 1 D D D D
J	1 2 1 1 D D N	1 1 1 N N N	2 N N N 1 1 1 2	D D D D 1 1 2	D D D 1 1 1 2	1 2 1 N N N N
K	N N N N 1 1 2	N N N 1 1 1 2	1 2 1 D D D D	1 2 1 1 D D D	1 1 1 N N N N	N N N 1 1 1 2
L	D D D D 1 1 2	D D D 1 1 1 2	1 2 1 N N N N	1 2 1 1 N N N	1 1 1 D D D	D D D 1 1 1 2
I	N N N N	N D D	D	D D D N	N N N	N N N N D D D
J	D D D D	D N N	N	N N N D	D D D	D D D D N N N
K	N N N	N N N	N D D D	D D D D	D N N	N N N D
L	D D D	D D D	N N N	N N N N	N D D	D D D D

Overtime will be by Straight Equalization on all Maintenance Sundays

Seven Day Schedule for 1996 - Part 2

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

DAY	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS
I	1 2 1 1 D D D	1 1 1 N N N	1 N N N 1 1 1 2	D D D D 1 1 2	D D D 1 1 1 2	1 2 1 N N N N
J	1 2 1 1 N N N	1 1 1 D D D	1 D D D 1 1 1 2	N N N N 1 1 2	N N N 1 1 1 2	1 2 1 D D D D
K	D D D D 1 1 2	D D D 1 1 1 2	1 2 1 N N N N	1 2 1 1 N N N	1 1 1 D D D	D D D 1 1 1 2
L	N N N N 1 1 2	N N N 1 1 1 2	1 2 1 D D D D	1 2 1 1 D D D	1 1 1 N N N	N N N 1 1 1 2
<b>Overtime</b>						
I	D D D D	D N N	N	N N N D	D D D	D D D D N N N
J	N N N N	N D D	D	D D D N	N N N	N N N D D D
K	D D D	D D D	N N N	N N N N	N D D	D D D D
L	N N N	N N N	D D D	D D D D	D N N	N N N D

Overtime will be by Straight Equalization on all Maintenance Sundays



**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 #4**

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/she 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**

**RE: TRADES**

1. 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 Repre-

sentative can present such problem to the Trades Manager, with the intent to arrive at a resolution to the problem.

2. Representation

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

3. Straight Day Shift Tradesperson Filling in on Shift Work

When a tradesperson is required to work on shifts other than straight days, he/she will be allowed the paid lunch break(s) associated with the shift pattern he/she is working.

4. Standard Vacation

Master Article 32.21 will not apply at Kingston. Tradespersons at Kingston will be advised of the need to work during a standard vacation shutdown by April 1st of each year and subject to Article #5, Appendix "C" Kingston.

5. Annual Straight Days Preference - Trades

Before the beginning of a new calendar year, all of the Electrical, Mechanical, and Plumbing groups, will be canvassed by seniority, to identify those who wish to work the preferred straight day shift for the following year.

However, one (1) employee per trade group will be granted the option of selecting shift work as a preference each year. This option will be granted in order of seniority, in descending order, until one (1) employee per trade has selected shift work as his/her preference.

As a result of this, the straight day jobs within each trade group, will be filled such that the senior persons who have indicated a straight day preference will not be by-passed in favour of a junior person.

If additional straight day opportunities arise, the straight days will be given in order of seniority to those who asked for it in the canvassing at the beginning of the calendar year.

6. Machine Repair/Industrial Millwright Mechanic Classification

For the purpose of this Agreement, those tradespersons who have been known as "Machine Repair" shall be referred to as "Machine Repair/Industrial Millwright Mechanic". The "Machine Repair/Industrial Millwright Mechanic" will perform the functions performed within the previous Machine Repair classification and will also be required to perform the functions previously performed by Millwright/Welders.

Training shall be designed in consultation with the Joint Trades Training Committee and will be provided to satisfy the requirements of the job.

7. Declaration of Surplus Electricians

This letter is intended to confirm our understanding of the declaration of surplus in the category of Electricians. Even though currently we have Electricians performing different tours of duties, in the event of surplus declaration, all will be considered equal and the declaration will be by straight seniority. This understanding applies only to those employees on our payroll as of January 11th, 1985.

8. Maintenance Electrician and Construction Electrician Classifications

Effective March 5th 1985, the Electrician classification addressed in Article 32.1 shall become two (2) separate classifications titled Maintenance Electrician and Construction Electrician.

It is understood by the parties that all tradespersons in the Electrician and Electronic Technician classifications, as

of March 5th 1985, shall be deemed to have dual qualifications with respect to the Maintenance Electrician and Construction Electrician classifications.

It is also understood by both parties that, in circumstances where a Construction Electrician is laid off due to lack of work, he/she will not be replaced by any Maintenance Electrician with or without dual classifications unless the only Electricians left in the building were hired prior to March 5, 1985.

#### **LETTER #6**

#### **PROTECTIVE EQUIPMENT**

The Company will make payments of ninety dollars (\$90.00) in 1994, 1995, and ninety-five dollars (\$95.00) in 1996 towards the purchase of safety footwear.

Where the wearing of puncture proof soles is mandatory, (Reel Repair) an additional five dollars (\$5.00) will be paid, once per year.

Employees recalled or hired prior to June 30th of each year will be eligible for these allowances. Employees recalled or hired after June 30th each year will not be eligible for these allowances.

The purchase of such footwear must meet employment safety standards.

During the life of the Agreement, employees assigned to analysis numbers 25 170 (lubrication, utility, battery maintenance repair) and all skilled trades employees will be provided with money (cheque) in lieu of clothing to the sum of one hundred and fifteen dollars (\$115.00) each year.

For employees assigned to analysis numbers 25100 (high speed tandem insul.), 25169 (Inkman/Shipper), 25079 (stup oper. hvy wr drw), 25040 (stockkeeper-tool crib), money (cheque) in lieu of clothing to the sum of fifty-five dollars (\$55.00) will be provided each year.

For each employee on analysis 25098 (jkt line trk) in department 6020 jacketing, a departmental jacket will be provided.

The foregoing amounts will be paid one (1) week after the anniversary date in each year of the contract, by separate cheque.

Disposable coveralls will be provided on an as needed basis to PIC jacketing line personnel who come in contact with the Dussex Campbell C5116 80°C flooding compound when they are running products that include the use of this flooding compound. This will not apply for the normal core filling wax or grease applications.

To address the monetary issue associated with the mandatory wearing of safety glasses in our plant, a procedure has been introduced whereby the cost of purchasing and repairing prescription safety glasses will be covered by the Company. This procedure will be posted in the HR Info area of the Human Resources department. It is understood that this prescription safety glass service could be revoked if abused by employees.

#### **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 reasons only.

#### **LETTER#8**

When 400 Spec. organization schedules a vacation shutdown in excess of two (2) weeks, employees who are entitled to more than two (2) weeks (10 days) of vacation will on request to their manager, be provided work for one (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: MASTER ARTICLE 32.4 (B)**

Master Article 32.4 (b) will not apply at Kingston. Tradespersons at Kingston will not be permitted to bump into production classified jobs under any circumstances.

**LETTER #11**

**TRAINING**

Training Committees

During the 1994 Negotiations it was agreed that the manufacturing departments presently known as Spec. 400.6010 and 6020 will each establish a training committee similar to the one currently in operation in the Trades organization. The committees will consist of representatives from management, methods, production employees and the Union. It is understood that the final training decisions rest with the Company.

Operator Selecting Training

In the case of a permanent Grade 26 Analysis Number 25100 vacancy, the Company will select up to two (2) 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 two (2) 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 25153

vacancy, the Company will select one (1) 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 two (2) people as per Article 2.2 (b) each year, prior to recall, if the need arises.

Unqualified applicants selected as a result of this letter will not be permitted to exercise any further rights under Article 2 for a period of twelve (12) months from the date of selection and posting notices for these positions will reflect this twelve (12) month restriction.

If Analysis Numbers change during the life of this Agreement, the Union and the Company should meet to review this Letter.

**LETTER #12**

**RE: ARTICLE 7 - RECALL**

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

**LETTER #13**

**JOB COMBINATIONS**

In the event that two (2) or more jobs (analysis numbers) are combined into one (1) job (analysis number), the resultant "new job" will be evaluated, graded and assigned a new analysis number.

If there are no incumbents on any of the original jobs, post the resultant "new job" and select as per Article 2, Appendix "C".

If there are incumbents on any of the original jobs, on a one (1) time basis 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.

bents 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 bumping 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.

All future job vacancies will be filled as per Article 2, Appendix "CT".

#### **LETTER 14**

#### **PLACEMENT OF EMPLOYEES ON MEDICAL RESTRICTION**

During the 1994 negotiations it was agreed that if any new jobs develop out of future restructuring activities, the Company and the Union should review them in an attempt to identify any which could be used for the placement of employees with medical restrictions.



Should an employee become medically unfit and unable to perform the job to which he/she is assigned, it may be decided that he/she will displace an incumbent on an identified job 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/her department and crew if restrictions permit, on a job he/she is capable of performing.

In the event that a skilled trades employee is placed on a medical restriction by the Company Medical Officer, the Company will endeavor to maintain the employee within the skilled trades and will inform the Union when this is not possible.

**FOR THE CAW LOCAL 1837**

**KINGSTON WORKS**

S. Spratt

**FOR THE COMPANY**

K. Breedon

**DATE:** February 25, 1997

**APPENDIX "D" SAINT JOHN**

**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, 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**

S. Spratt

**FOR THE COMPANY**

K. Breedon

**DATE:** February 25, 1997

**APPENDIX "E" BRAMPTON WORKS**

**ARTICLE #1 - RECOGNITION**

**R** 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 cooperative 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 cooperative university program while hourly employees qualified to perform the work are on Jay-off. Students employed under a cooperative university program who are on the payroll prior to a lay-off of hourly employees will continue to be employed in the event of a lay-off until the end of their work term.

\* see Appendix "E", Letter 21 - "Brampton Headquarters (Hourly)"

**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
- 2.2 Posted Vacancies

All job vacancies except those listed in paragraph 2.1 and Article 32 shall be posted on Plant Bulletin Boards, with

a copy to the Union, 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 thirty (30) day period to a maximum of 5% (with a minimum of one (1) person) of any one (I) 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 the mostjunior Grade 3 employee. Where no Grade 3 jobs exist, he/she will be placed on any vacant Grade 4 job or may bump the most junior Grade 4 employee.

The name of the successful applicant(s) and his/her Local Seniority (L.S.) shall be posted within five (5) working days of the closing date of the posting (with the exception of jobs requiring technical tests), for a period of three (3) working days. At the time selections are made the names of the successful applicant(s) will be provided to the Union.

Senior employees who have applied and are by-passed shall have the right to grieve. When a complaint arises over the selection, the Human Resources Dept. or delegate will provide the plant Chairperson, or Committeeperson with a list of all applicants for that posting, with reasons for acceptance or non-acceptance.

Employees who are on notice of lay-off 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.

Where employees apply for more than one (1) posted vacancy and such postings are removed from the posting board the same week, the following will apply:

Where jobs 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.

2.3 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 designated "Trainee" jobs
- (b) All jobs up to and including the Grade 5 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).

It is agreed that no existing jobs will be converted to trainee jobs during the life of this Agreement unless by mutual agreement.

#### 2.4 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 2.2.

- (a) Employees are entitled to one (1) lateral and one (1) downgrade to a different job in each nine (9) month period. The nine (9) month period starts on the date the employee makes the first such move.

R 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 nine (9) 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 nine (9) months,



- (b) An employee moved as a result of surplus or bumping, will have the opportunity to post for one (1) lateral or downgrade for a period of twelve (12) months following the date of such move.
- (c) 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.

R 2.5 Preferred Local Seniority (L.S.)

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.).

2.6 Filling of Temporary Vacancies

All temporary job vacancies 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 on a permanent basis.

Temporary vacancies which the Company believes will last more than three (3) weeks and requires staffing will be posted. The posting shall state the vacancy is temporary and the reasons for such vacancies (e.g. sickness, medical restrictions, 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/she 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/her rights to lateral or downgrade to a permanent vacancy as set out in paragraph 2.4.

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

2.7 During the posting procedure Management will fill vacancies at its discretion limited to a maximum of seven (7) working days.

2.8 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 Tester
- 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 job (analysis number), 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. Subsequent 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 a tester job (analysis number) 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 Skills Training department, 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.

### **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.
- 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.

- 3.4 Employees will be allowed to take random vacation days, such days will be restricted to the vacation entitlement in excess of the standard 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 ten (10) days may be taken in one-half day (four hour) periods.

Where possible, employees must provide twenty-four (24) hours notice of their request for random vacation days, unless emergency situations arise. Such requests will not be unreasonably denied.

#### **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**

Electrician  
Instrument Repair

**Group 4** Refrigeration & Air Conditioning Mechanic

**Group 5** Electronic Technician

**Group 6** Serviceman Commercial Tools

**Group 7** Machinist Test Sets

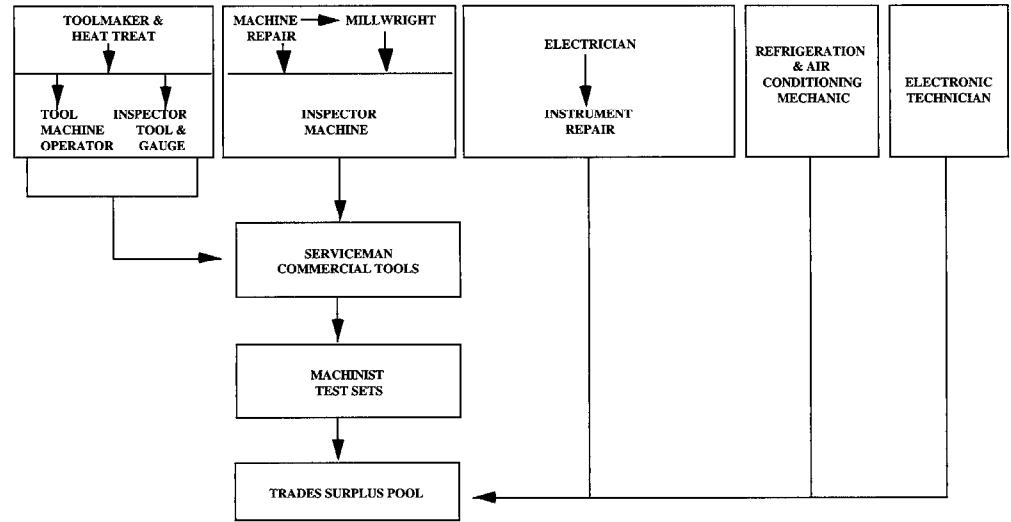
**Group 8** Trades Surplus Pool

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.
- (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 lay-off, his/her recall rights will apply only to a trades vacancy.

### ARTICLE 4.2 - SURPLUS TRADES EMPLOYEE MOVEMENT



**ARTICLE #5 - MEDICAL RESTRICTIONS.**

5.1 Medical Restrictions

In the event that an employee is placed on a medical restriction by the Company Medical Officer, the Company will endeavour to accommodate the employee on his/her job within his/her department. In the event that the employee cannot be so accommodated, he/she will be assigned to a vacant former job compatible with his/her restrictions at the highest possible grade level, otherwise the employee will be accommodated elsewhere in the bargaining unit if possible.

The employee will be paid the assigned rate at the start of the payroll period following completion of one (1) year from the date of assignment.

5.2 The employee may post to job vacancies which are compatible with his/her medical restrictions.

5.3 In the event a Skilled Trades employee is placed by the Company Medical Officer on a medical restriction, the Company will endeavour to maintain the employee within Skilled Trades.

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.

If the medical restriction terminates within one (1) year, the employee will return to his/her own job as per Appendix "E" Article 2.6.

**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.
- (b) A surplus employee shall be notified that he/she is being returned to his/her former job if held by a more junior employee. He/she shall have the right to bump a junior employee at the same grade from which he/she was displaced or next lower grade(s) in order, provided he/she is capable of meeting the normal job requirements within a period of twenty-five (25) working days.

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/she cannot meet the above requirements shall be returned to his/her former job. If his/her former job no longer exists or is held by an employee with greater Local Seniority (L.S.), he/she will be given a comparable job. Comparable job means a job at the same grade level as his/her 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 (2) or more employees have the same Local Seniority (L.S.), the employee(s) with the highest number will be moved first.

- (c) Employees being laid off will be laid off in order of Local Seniority (L.S.). In the case of two (2) 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/she 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/her previous job irrespective of Local Seniority (L.S.).

When the permanent employee returns, efforts will be made to have the employee return to the same or similar position within the same department as that held prior, if the temporary posting no longer exists.

The permanent employee, upon return will, if necessary, displace the mostjunior on that analysis number, provided he/she 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. Prior to such notice to employees, the Company will give the Plant Chairperson a list of employees affected.

6.3 Notice of Lay-off

N The Company will provide advance notice to employees, and to the Local Union, prior to a proposed lay-off. Such advance notice shall be provided as outlined below:

<u>C.S. as at effective date of lay-off</u>	<u>Length of notice of lay-off</u>
Less than 3 years	2 weeks
3 years but less than 4	3 weeks
4 years but less than 5	4 weeks
5 years but less than 6	5 weeks
6 years but less than 7	6 weeks
7 years but less than 8	7 weeks
8 years or more	8 weeks

or, notice of lay-off as provided in the appropriate government legislation, whichever is greater. 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.

6.4 Preferred Local Seniority (L.S.)

**R** In the event of a lay-off, the Zone Committeeperson shall have top Local Seniority (L.S.) in the zone he/she 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/her zone, a Zone Committeeperson (or skilled trades representative) shall not be laid off provided he/she is qualified and willing to do the job available. The Plant Chairperson, President, Vice-President, Financial Secretary, Recording Secretary, Certified Union Representative and Benefit Plans Representative shall have top Local Seniority (L.S.) in the plant on the same basis.

6.5 Recall from Lay-off

- (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/she makes application in writing to the Company and presents himself/herself for employment. Failure to accept an offer of employment shall terminate this preference. The Company retains the right to make the final selection.

It is understood by the parties that this preference will only be exercised after preference under Letter 11 of the Master Agreement has been exhausted.

In the event that the Company is hiring on a permanent basis, it will provide the Union with a list of employees with hiring preference.

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/her 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 af-

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.

N 6.1 Company Initiated Pensions

In the event of a lay-off, employees within each affected skill group will be offered the opportunity to retire early under Company initiated pension criteria, in accordance with the following:

- a) employees eligible to retire with a Company initiated Class B 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 for a Class C pension will be offered, in the same way, the remaining opportunity, if any. Employees must advise the Company of their acceptance of the pension offer within eight (8) working days of receipt of said offer.
- b) the total number of those retiring under 6.7 a) shall not exceed 100% of the number of surplus employees within the skill group (as defined in Article 29.1) within which a surplus has been declared.
- c) where the number of employees within an affected skill group who accept the above early retirement opportunities is less than the maximum set out in Article 6.7 b), the difference will be added to the maximum of any of the other affected skill groups, so long as the addition does not cause the total number of retirements for that group to exceed the number of lay-off notices in that group.
- d) pension dates shall be no later than the end of the notice period. Notwithstanding the above, employees may utilize unused vacation credits, as determined by the Company, to reach a pension date provided that the first day of vacation is no later than

the first working day after the end of the notice period. The employee's pension date shall be the date, as determined by the Company, that he/she becomes eligible to proceed to pension. It is understood that during the utilization of unused vacation credits, employees will not have access to the Sickness and Accident plan, nor accrue service for vacation purposes.

- e) where an employee who has been given notice of lay-off and is also eligible to retire with a Company initiated class B or C pension within such notice period, he/she shall be offered the opportunity to retire regardless of whether the maximum set out in Article 6.7 b) for his/her skill group has been exceeded.

#### **ARTICLE #7 - HOURS OF WORK**

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 (1/2) 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 finishing at 7:00 a.m. shall be paid for the half (1/2) hour lunch period.
- 1.4 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 (1) shift shall not exceed eight (8) hours. The number of straight time hours in any one (1) week shall not exceed forty (40).
- 8.2 Overtime shall be paid for all hours worked in excess of eight (8) hours during the twenty-four (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/her regular shift. In such cases the employee will be paid overtime for the time worked prior to the start of his/her regular shift and he/she will be given the opportunity of also working his/her 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 (1) shift.
  - (b) Twice their hourly rate for hours worked in excess of twelve (12) hours on any one (1) 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 Plant Holidays.

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.

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

(b) When employees have been given twenty-four (24) hours' notice or more 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 con-

ditions 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. Employees will be loaned on this basis in accordance with overtime equalization within the lending department. Overtime hours worked by such employees shall be recorded in the employees home department 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.
  - (h) When an employee has been selected to a posting, his/her equalization 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.
- 8.11 When jobs (or departments) are combined, affected employees will have their overtime opportunity hours zeroed immediately.

**ARTICLE #9 - HEALTH AND SAFETY**

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** - Four (4) members from the local Union, one of which will be the Union Certified Representative.
- N** - The Company ensures that these four (4) members will be provided with the necessary training required in order to achieve certification under the Ontario Occupational Health and Safety Act. Should any of these members voluntarily remove him/herself from the committee following certification, no further members will be certified during the life of the agreement.

R - Four (4) members from the Company, one (1) of which will be the Manager of Health and Safety, or his/her delegate.

R - The Co-chairpersons shall be the Manager of Health and Safety or his/her delegate and the Union Certified Representative. The Co-chairpersons shall each chair the meeting on a rotating basis.

The Chairperson of the meeting shall issue minutes.

R - The Manager of Health and Safety shall be prime on follow-up.

The Committee shall meet at least once per month.

When necessary alternates may be designated.

N - In the event that the population of Local 1915 increases beyond the number of bargaining unit employees that exists on the date of ratification, one (1) committee member will be added from both the Union and the Company for each increase of two hundred (200) employees. The maximum committee representation for both the Company and the Union shall be six (6) members. The additional Union committee members will not receive certification training.

N **LETTER #1 - INACTIVE SKILLED TRADES**

This letter will confirm that the trade of toolroom welder is inactive and has been removed from Appendix "E".

Should this Skilled Trade be subsequently required, it will be re-instituted as a Skilled Trades classification as before.

It is further agreed that should a Toolroom Electrical Discharge Machine be re-installed and training be required, that such training will be offered to fully qualified tool makers in order of seniority, with the most senior having the first opportunity.

**R LETTER #2 - COMBINING OF JOBS**

The following will summarize the practice of the Company when combining two (2) 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. In the event that an incumbent employee, assigned to the combined job, is unable to successfully complete cross-training on the combined job, the Company and Union will discuss the issue with a view to resolution.
2. Such combined jobs shall be considered "former jobs" where the predecessor jobs were considered as "former jobs".
3. For the first year of such assignment to the combined job, all incumbent employees will have the opportunity to post for one (1) additional lateral or downgrade.

**R LETTER #3 - GRIEVANCES**

Employees will have the right to grieve on classifications and claims of discriminatory transfers between departments.

**R LETTER #4 - 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 (3) shifts shall rotate on a weekly basis.

When there are several employees on a given job on each shift, rotation of all three (3) shifts shall be limited to the positions on the job on the third shift where 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 (3) 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 (3) shifts shall rotate on a weekly basis. A steady third shift may be established at any time in accordance with Section (b) above.

**R LETTER #5 - SAFETY AND/OR E.S.D. FOOTWEAR**

In areas where safety footwear is mandatory, employees will be

required to wear static conductive safety shoes manufactured by an approved supplier. Employees will be provided with one (1) pair of static conductive safety shoes, at no cost to the employee once per calendar year.

- i) The Company will establish the list of approved suppliers and styles.
- ii) Employees in the Skilled Trades classification of Electricians, Electronic Technicians and Refrigeration and Air Conditioning Mechanic, will not be required to wear conductive safety footwear. However, these employees will qualify for this level of subsidy should they purchase safety or static conductive safety shoes.

**R LETTER #6 - APPENDIX "E", ARTICLE 6**

In order to clarify the intent of the four (4) week period referred to in Article 6. I, the following interpretation is agreed to:

The period shall commence the day the employee physically moves from his job.

**R LETTER #7 - 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 19 15.

**R LETTER #8 - 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.

**R LETTER #9**

**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.

R

**LETTER #10 - 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.

**R LETTER #11 - 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/she shall be notified that he/she is being returned to his/her 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/her bumping rights in accordance with Article 6, Appendix '2' to a job where an existing requirement as defined before exists, he/she will be placed into the vacancy with training.

The local Union will be advised in writing within one (1) week of such moves taking place.

**R LETTER #12 - 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 trade classification, and at the same time there are surplus trades employees, or there is to be a reduction in a 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 will be allowed to apply for the vacancies in writing.
- 3) The Trades Department Manager and the Trades Union Representative *will* form the Selection Committee, and will meet to review the applications in order to make a selection based on related skills and experience. If agreement on the selection cannot be reached, the vacancy shall be posted in accordance with Article 32.3 of the Collective Labour Agreement.
- 4) When the Committee makes the determination into which trades classification a selected employee will be placed, he/she 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/she will continue to hold his/her seniority (L.S.) in his/her original trade, but will have date of entry seniority (L.S.) only in the trade to which he/she is transferred, and this same date of entry seniority (L.S.) in any subsequent transfer or posting within the same trades group.

**R LETTER #13 - TESTER TECHNICAL TRAINING**

**R** During the course of 1994 Negotiations, the Company and the Union discussed the technical development path for technical testers, specifically that certain selected Company courses, must be successfully completed in order to qualify for the technical tester function at Grade Levels 8 and 9. The specific courses necessary to meet the qualifications at the Grade levels identified are as follows:

**R** Courses from Grade 6 to Grade 8:

**R** Must complete Digital Electronics Fundamentals in order to qualify for Analysis H27323 (Grade 8).

**R** Courses from Grade 8 to Grade 9:



Must complete Microprocessor Concepts and Interfacing Techniques in order to qualify for Analysis H27324 (Grade 9).

In recognition of the technical development necessary for employees within the Technical Tester job path, it is agreed that if it is necessary for employees incumbent on Analysis Numbers H27321 and H27323 to take the identified courses, outside of their normal working hours, they will be compensated at their straight time hourly rate, including C.O.L.A., for each classroom hour attended. This payment will not be considered in calculating any other benefits and premiums. Payment will not normally be made more than once for any one (1) course.

**R LETTER #14 - 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 "E", Article 6.1 (b).

**R LETTER #15 - TESTER CERTIFICATION**

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 6) 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.

**R LETTER #16 - 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 (1) application of this program at one (1) 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 Regional Industrial Relations Representative or delegate and the C.A.W. 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.

**R LETTER #17 - 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).

**R** In the event that two (2) employees on equal job functions have mutually agreed to trade shift assignments, on a short term basis (two (2) weeks), such arrangement shall be communicated to the respective managers prior, and shall not be unreasonably denied.

**R** An employee requiring a long term change (more than two (2) weeks) in shift assignment must request such change from his/her manager. His/her manager shall endeavor to accommodate such shift change request by equitably adjusting the shift rotation amongst remaining employees in the department.

**R LETTER #18 - 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 ten (10) 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.

**R LETTER #19- 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 19 15 will reimburse the Company for the full payment of such wages. The Company will invoice the Union on a monthly basis on these arrangements.

All benefit payments for the period of Leave will be borne by the Company.

**N LETTER #20 - RE: MASTER ARTICLE 12**

This letter will record the understanding reached at negotiations regarding the rates of pay for certain Union representatives.

The rate of pay for a full time Chairperson or alternate shall be no less than the maximum of Grade 8.

The rate of pay for a Committeeperson in a bargaining unit of more than 500 shall be no less than the maximum of Grade 6. An alternate will be paid this same rate for the actual hours spent replacing a Committeeperson.

The rate of pay for the Certified Representative shall be no less than the maximum of Grade 7. An alternate will be paid this same rate for the actual hours spent replacing the Certified Representative.

## LETTER #21- BRAMPTON HEADQUARTERS

- N The C.A.W. and its Brampton Hourly bargaining unit ("the Union") agree to withdraw all grievances listed in Brampton Works - Outside Letter of Understanding #23, dated October 10, 1996, and to abandon permanently any claims whatsoever to an extension of application of the Collective Labour Agreement to persons who have moved or will move from other company locations to be located in the Brampton headquarters, and to the work performed by personnel in the Brampton headquarters.

The Union also agrees that it shall not file further grievance(s) of a similar kind to those listed in Brampton Works Outside Letter of Understanding #23, dated October 10, 1996, nor shall it assert in any other way, any claim, or pursue a remedy of any kind in any forum asserting that it is the bargaining agent of persons who have moved or will move to be located in the Brampton headquarters or who perform work in the Brampton headquarters.

Brampton Works - Outside Letter of Understanding #23, dated October 10, 1996, is a comprehensive list of all grievances filed.

## LETTER #22 - EMPLOYMENT STABILITY LETTER

- N All active employees ("Active Employees") in the Brampton Hourly bargaining unit as of the effective date of commencement of the Collective Labour Agreement ("the Effective Date") shall have Employment Stability. Active Employees means employees listed in Brampton Works - Outside Letter of Understanding #24, dated October 10, 1996, who, on the Effective Date, are at work and not in receipt of notice of lay-off, and employees listed in Brampton Works - Outside Letter of Understanding #25, dated October 10, 1996, who are not at work but on an approved absence which has not exceeded one (1) year as of the Effective Date.

Employment Stability means that the Active Employees shall continue to be employed until February 25, 2000 unless Employment Stability ends. Employment Stability shall end for an Active Employee if he/she transfers out of the Brampton Hourly bargaining unit, or if his/her employment is terminated or ends, including but not

limited to employment ending where L.S. and C.S. terminate pursuant to Article 5.2.

Active Employees may be displaced by an employee pursuant to the exercise of bumping rights in accordance with this Collective Labour Agreement. In the circumstance where an Active Employee with Employment Stability is displaced as a result of the exercise of bumping rights by an employee not listed in Brampton Works - Outside Letter of Understanding #24 or Brampton Works - Outside Letter of Understanding #25 and, as a result, an Active Employee with Employment Stability proceeds to lay-off, the displacing employee shall be considered thereafter as an Active Employee with Employment Stability equal to the Active Employee who proceeds to lay-off, as above, and the appropriate Outside Letter of Understanding will be amended to add his/her name in lieu of the Active Employee who proceeds to lay-off.

In the interests of providing work to Active Employees with Employment Stability, the Company may assign work to these Active Employees in the Brampton headquarters and the Union agrees that such assignment shall not constitute an extension of application of the Collective Labour Agreement to such work.

#### **LETTER #23 - THE "MOVE" LETTER**

N In the event that the Company moves employees in the Brampton Hourly bargaining unit to a new location(s) prior to February 25, 2000, the Company shall locate such employees within either the Regional Municipality of Peel, or the Regional Municipality of Halton and will recognize the Union as the bargaining agent of such employees at the new location(s), consistent with Article 1 of Appendix "E".

In the event that such move occurs within the period of time as identified above, the Company will provide the Union with language that reflects the commitment pertaining to recognition as the bargaining agent as outlined above.

**FOR THE CAW LOCAL 1915**

**BRAMPTON**

V. Robson  
M. Cann  
M. Martin  
J. Fitzgerald  
D. Weedon

**FOR THE COMPANY**

B. Lane-Heer  
G. Gunter  
D. Muro  
J. Braddock

**DATE:** February 25, 1997

APPENDIX "F" - PENSION/BENEFITS

1. PREAMBLE

- 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.
- 1.2 The effective dates of amendments of these plans, where applicable, are noted in the relevant paragraphs hereafter.
- R 1.3 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, 1997 to and including December 31, 1999.
- 1.4 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 Group</u>	<u>Job Classification</u>
1	23 to 24; 03 to 04
2	25 to 28; 05 to 08
3	29 & 30; 09; 15V; 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:

- (i) the person of the opposite sex or same sex who:
  - a) is legally married to the employee, or
  - b) is not married to the employee, but is an individual with whom the employee is co-habiting and who is publicly represented as the domestic partner of the employee; and,
- (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, and
- c)
  - i) they are Canadian citizens, or
  - ii) they are landed immigrants;
- (iv) any child who is in the custody of the employee pursuant to a valid and existing custody order and who meets 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 the individual of the opposite sex or same sex who is legally married to the employee and not living separate and apart from the employee or, if the employee so elects, who is not living with the employee at the time of the employee's death; or if neither of these is applicable a person of opposite sex or same sex who is not married to the employee, but is an individual with whom the employee has been co-habiting for a period of one (1) year immediately preceding the employee's death and who had been publicly represented as the domestic partner 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 handicapped and dependent.

c) (i) they are Canadian citizens, or

(ii) they are landed immigrants;

(iv) Dependent parents.

The above eligible dependents shall be ranked in descending order of priority.

1.7 "Spouse" shall mean, for the purpose of paragraph 11 of this appendix:

a) the person of the opposite sex who is legally married to the employee or, if the employee so elects, is not living with the employee at the time of the employee's death; or

b) the individual of the opposite sex who is not married to the employee, but is an individual with whom the employee has been co-habiting for a period of one (1) year immediately preceding the employee's death and who had been publicly represented as the domestic partner of the employee; or

- c) such other individual who is required to be recognized as the spouse of the employee pursuant to the Pension Benefits Act, 1987 (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 three (3) months' continuous service.

2. SUPPLEMENTARY HOSPITAL PLAN

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

R 3.1 The Company will continue to provide an Extended Health Care Plan as in effect immediately prior to the term of the Agreement except as indicated in 3.2,3.3,3.5,3.6, and 3.7 below. 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.

R 3.2 The Extended Health Care Plan will be amended to include coverage for one pair of stock item orthopaedic shoes, including Straight Last footwear, when required due to abnormal muscular, skeletal, vascular or neurological conditions of the lower extremities, and "pes planus" (flatfeet), to a maximum of \$160 per year for each covered individual, incurred during the prior twelve (12) month period ending on the date the claim was incurred.

R 3.3 Effective March 1, 1997, the Extended Health Care Plan will be amended to provide for drug claims reimbursement as follows:

Schedule of Eligible Coverage:

Coverage for eligible drugs as per drug plan in effect as at June 30, 1994, in Appendix "F" (Pension/Benefits Appendix) and in accordance with the following limitations:

a) A maximum \$7.00 dispensing fee will be applied to all claims that are reimbursed. This dispensing fee is subject to an annual adjustment based on any upward adjustment in Greenshield's average dispensing fee of \$9.80. Any increase in Greenshield's average dispensing fee will result in an equivalent cents increase in the \$7.00 dispensing fee maximum described herein.

b) A deductible will not be applied to any prescriptions purchased from the Company approved mail order pharmacy. Any prescriptions purchased other than through the Company approved mail order pharmacy will be subject to the following deductible:

\$10 - single    \$20 - family

c) For reimbursement of eligible "over the counter drugs" (OTC's), if the prescribed drug has not been purchased from the Company approved mail order pharmacy, no dispensing fee will be paid.

**R 3.4**    The Company will continue to provide for travel assistance and medical assurance services provided through MEDEX for each covered individual as in effect immediately prior to the term of the Agreement.

N 3.5    Effective January 1, 1997, the Extended Health Care Plan will be amended to provide for synthetic wigs, when required as a result of chemotherapy, to an annual calendar year maximum of \$150 and a lifetime maximum of \$1500.

N 3.6    Effective January 1, 1997, the Extended Health Care Plan

will be amended to provide for 50% reimbursement for the cost of electric wheelchairs in excess of the Assistive Devices Program (A.D.P.) approved coverage (up to a lifetime maximum of \$1,000), after A.D.P. has approved the use of, and made payment for, such wheelchair.

N 3.7 Effective January 1, 1997, the Extended Health Care Plan will be amended to provide for up to a \$10.00 per visit reimbursement for each of the following health care services after provincial health care insurance coverage has made reimbursement:

- registered chiropractor
- registered masseur
- registered clinical psychologist
- qualified speech therapist

Once annual provincial health care insurance coverage has expired, coverage will continue at 100% of reasonable and customary charges for each service. The above health care services will be limited to a combined maximum of \$750 per calendar year.

4. VISION CARE PLAN

R 4.1 The Company will continue to provide a Vision Care Plan as in effect immediately prior to the term of the Agreement except as indicated in 4.2 and 4.3 below. The cost of this Plan will be paid by the Company.

R 4.2 Effective January 1, 1997, reimbursement will be up to the Plan maximum for eligible expenses for each covered individual incurred every two (2) calendar years.

R 4.3 Effective March 1, 1997, the maximum payment under this Plan will be increased to \$150.

Effective March 1, 1998, the maximum payment under this Plan will be increased to \$160.

**5. DENTAL PLAN**

- R 5.1** The Company will continue to provide a Dental Plan as in effect immediately prior to the term of the Agreement except as indicated in 5.5 and 5.7 below, with coverage for expenses incurred up to December 31, 1997, on the basis of the 1996 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.
- R 5.2** Effective January 1, 1998, the 1997 Ontario Dental Association Schedule for General Practitioners will apply.
- R 5.3** Effective January 1, 1999, the 1998 Ontario Dental Association Schedule for General Practitioners will apply.
- R 5.4** Effective January 1, 2000, the 1999 Ontario Dental Association Schedule for General Practitioners will apply.
- R 5.5** Effective March 1, 1997, the following recall procedures will be on the basis of once every six (6) months; recall oral examination, dental prophylaxis, preventative recall packages, topical application of fluoride and oral hygiene instruction.
- R 5.6** Pit and fissure sealant for covered individuals under 19 years of age will continue to be included as an eligible expense under the basic dental provisions as in effect immediately prior to the term of the Agreement.
- N 5.7** Effective January 1, 1997, the Plan will cover 50% of necessary dental treatment which has as its objective the correction of malocclusion of the teeth, to a maximum reimbursement of \$2,000 for the lifetime of each individual for claims incurred on or after January 1, 1997. Effective March 1, 1999, the maximum reimbursement under this Plan will be increased to \$2,150.

6. SICKNESS AND ACCIDENT PLAN

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.

6.2 For the purpose of determining eligibility for payment under this Plan, hospitalization shall mean treatment as an in-patient or on admission to a Day Surgery Unit for procedures conducted under a general anesthetic or either under intra-venous anesthetic or local anesthetic where such procedures had been formerly required to be done under general anesthetic.

6.3 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 (L.T.D.) Plan as in effect immediately prior to the term of the Agreement.

R 7.2 Effective January 1, 1997, this Plan will provide monthly income benefits in accordance with the following schedule for those eligible employees whose S&A Plan benefits expire after December 31, 1996.

<u>Benefit Group</u>	<u>Monthly Income</u>
1	\$1750
2	\$1875
3	\$2150

7.3 During the period for which an employee is eligible to receive L.T.D. 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 L.T.D. Plan benefits.

- 1.4 For those eligible employees whose S&A Plan benefits expire after date of ratification, for the purposes of determining eligibility for the first twelve (12) month period under the L.T.D. Plan, disability shall mean that an employee is unable to perform the duties of any job in the bargaining unit on a full-time basis. 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 L.T.D. Plan.

- 1.5 L.T.D. Plan benefits shall not be terminated without at least one (1) month's notice to the recipient and the Union 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.

- R** 8.1.1 Effective January 1, 1997, 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, 1997.

<u>Benefit Grow</u>	<u>Insurance Coverage</u>
1	<b>\$32,500</b>
2	<b>\$34,000</b>
3	<b>\$36,500</b>

R 8.1.2 Employees retiring with a pension date on or after January 1, 1997, will have insurance coverage under Part I in accordance with the above schedule and will continue to have the 5% reduction formula in effect as of December 31, 1996.

R 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.

The smoker rates apply to anyone who has smoked a cigarette or used any tobacco product one (1) time within the previous 12 month period.

These rates will be adjusted in accordance with Plan experience.

R 8.3 The Company will continue to provide, on an optional basis to employees, life insurance through the Dependent Life Insurance Plan.

Effective January 1, 1997, coverage for a spouse and dependent children may be purchased separately as outlined in 8.3.1.

Effective January 1, 1997, employees will be offered an additional coverage option of \$40,000 for spousal coverage.

R 8.3.1 Effective January 1, 1997, the premium rates for Dependent Life Insurance will be:

Spouse	<u>Monthly Rate</u>
\$5,000	\$ 1.40
\$10,000	\$2.80
\$25,000	\$6.95
\$40,000	\$11.20

<u>Child(ren)</u>	<u>Monthly Rate</u>
\$2,500	\$0.25
\$5,000	\$0.50
\$10,000	\$ 1.00

These rates will be adjusted in accordance with Plan experience. The child(ren) monthly rate applies to any number of eligible dependent children.

For any increases in spousal coverage, a statement of health is required.

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

R 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 except as indicated in 9.II below.

N 9.1.1 Effective January 1, 1997, this Plan will provide for the payment of a income benefit to eligible dependents of a deceased employee and, in the event of the employee's death from an accident on or after January 1, 1997, while at work for the Company, a lump sum payment as follows:

Benefit Group	Monthly Income	Lump Sum Payment
1	\$550	\$28,000
2	\$575	\$29,000
3	\$650	\$34,000

9.2 During the period which an eligible dependent is in receipt of S.T.B., participation will continue in the following Plans but the cost will be paid by the Company:

- Extended Health Care Plan
- Dental Plan
- Vision Care Plan

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:

R 10.1.1 The amounts set out in the schedules in effect immediately prior to this Agreement will be increased by 3% on the 1996 schedule on January 1, 1997; increased by 2% on the 1996 schedule on January 1, 1998; and increased by 2% on the 1996 schedule on January 1, 1999.

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 (1) 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 the rate prescribed for the first fifteen (15) years for non-indexed pensions, for the month in which the payment of the benefits commences under the Canadian Institute of Actuaries Recommendations for the computation of transfer values from registered pension plans effective September 1, 1993.
- R 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 or the employee's estate.
- 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
- R 11.1 The Company will continue to provide the Northern Telecom Negotiated Pension Plan in effect on December 31, 1996 during the applicable term stated in paragraph 1.3 above, subject to amendment to provide for the changes specified in 11.2 through 11.5 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 ("P.S.D.") as follows:

- 11.2.1 For employees hired prior to March 17, 1988 their P.S.D. will be the same as their C.S.D. up to that date.
- 11.2.2 P.S.D. will be assigned on the first day of Pension Plan membership and service will accrue from that day.
- 11.2.3 If an employee received payout of the commuted value of the deferred pension, the P.S.D. 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.

R 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, 1997	Jan. 1, 1998	Jan. 1, 1999
1	\$39.00	\$41.00	\$42.00
2	\$41.00	\$43.00	\$44.00
3	\$44.00	\$46.00	\$47.00

11.4 Employees retiring with a pension date on or after January 1, 1997 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. Effective January 1, 1997, if the spouse dies within 60 months 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.

11.4.1 Where the employee and the spouse, if any, waive the benefits described in paragraph 11.4, the employee shall receive 100% of the amount of the basic benefit multiplied by years of service payable for life.

11.5 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 C.P.I.: max. 6% payout;	Annual Lump Sum No paid in month of anniversary month of birthday	
Age 60 or over but under age 65	60% of percentage increase C.P.I.: max. 6% payout;	Monthly - paid in month of the anniversary month of birthday	Folded in annually
Age 65 or over	80% of percentage increase C.P.I.: max. 6% payout	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.

11.5.1 The calculations of post retirement adjustments will use C.P.I. = 198 1 (All Canada) and will be in accordance with the following schedule:

<u>Month of Birthday Anniversary</u>	Twelve (12) Month Upward Change* in C.P.I. for the <u>Month of</u>
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 interest of all participants therein.

13. GENERAL

- 13.1 The Company shall furnish the Plan text(s) within three (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 The Company will provide each employee within three (3) months after receiving the final input from the union, 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.

- R 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.
- R 13.8 The Company will furnish the Union (National and local) with such information with respect to the operations 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 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 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 (3) 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.

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<b>APRIL</b> S M T W T F S 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	<b>MAY</b> S M T W T F S 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	<b>JUNE</b> S M T W T F S 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
<b>JULY</b> S M T W T F S 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	<b>AUGUST</b> S M T W T F S 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	<b>SEPTEMBER</b> S M T W T F S 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
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<p><b>JULY</b></p> <p>S M T W T F S</p> <p style="text-align: right;">1 2 3</p> <p>4 5 6 7 8 9 10</p> <p>11 12 13 14 15 16 17</p> <p>18 19 20 21 22 23 24</p> <p>25 26 27 28 29 30 31</p>	<p><b>AUGUST</b></p> <p>S M T W T F S</p> <p style="text-align: right;">1 2 3 4 5 6 7</p> <p>8 9 10 11 12 13 14</p> <p>15 16 17 18 19 20 21</p> <p>22 23 24 25 26 27 28</p> <p>29 30 31</p>	<p><b>SEPTEMBER</b></p> <p>S M T W T F S</p> <p style="text-align: right;">1 2 3 4</p> <p>5 6 7 8 9 10 11</p> <p>12 13 14 15 16 17 18</p> <p>19 20 21 22 23 24 25</p> <p>26 27 28 29 30</p>
<p><b>OCTOBER</b></p> <p>S M T W T F S</p> <p style="text-align: right;">1 2</p> <p>3 4 5 6 7 8 9</p> <p>10 11 12 13 14 15 16</p> <p>17 18 19 20 21 22 23</p> <p>24 25 26 27 28 29 30</p> <p>31</p>	<p><b>NOVEMBER</b></p> <p>S M T W T F S</p> <p style="text-align: right;">1 2 3 4 5 6</p> <p>7 8 9 10 11 12 13</p> <p>14 15 16 17 18 19 20</p> <p>21 22 23 24 25 26 27</p> <p>28 29 30</p>	<p><b>DECEMBER</b></p> <p>S M T W T F S</p> <p style="text-align: right;">1 2 3 4</p> <p>5 6 7 8 9 10 11</p> <p>12 13 14 15 16 17 18</p> <p>19 20 21 22 23 24 25</p> <p>26 27 28 29 30 31</p>

## NOTES

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