

SOURCE COLLECTIVE LABOUR AGREEMENT	10.	
	94	02/26
TERM.	97	02/25
ENTERED INTO BY No. OF EMPLOYEES	900	
	NOMBRE D'EMPLOYÉS 500	

NORTHERN TELECOM
CANADA **LIMITED**

AND

**THE NATIONAL AUTOMOBILE, AEROSPACE
AND AGRICULTURAL, IMPLEMENT WORKERS
UNION OF CANADA, (CAW-CANADA)
AND ITS LOCALS**
LOCAL **1525** LONDON, ONTARIO;
LOCAL **1530 BELLEVILLE**, ONTARIO;
LOCAL **1535, BRAMALEA**, ONTARIO;
AND LOCAL **1837**, KINGSTON, ONTARIO (OFFICE UNIT)

EFFECTIVE
FEBRUARY 26/94 to FEBRUARY 25/97

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* See Letters of Understanding

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, 1994,

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 AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS UNION
OF CANADA, (CAW-CANADA)

Hereinafter called the "Union",

AND ITS LOCALS

CANADIAN AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS LOCAL
1525, London, Ontario; LOCAL 1530, Belleville, Ontario;
LOCAL 1535, Bramalea, Ontario; AND LOCAL 1837,
Kingston, Ontario [Office Unit].

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 Appendix "A" annexed to this Agreement.

ARTICLE 2 • GENERAL PURPOSE

- 2.1 The general purpose of this Agreement is to establish mutually satisfactory relations between the Company and the employees covered by this Agreement, and to provide a more formal procedure for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and salaries.

ARTICLE 3 • MANAGEMENT RIGHTS

- 3.1 The Union acknowledges that it has been and still 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 further 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.
- 3.3 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 in the least degree by any action taken by them in good faith in their representative capacity.

Employees shall not be subject to prejudice or discrimination because of presenting complaints or grievances for themselves or other employees.

- 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.

- R 4.4 There shall be no discrimination against any employee because of age, race, religious creed, sex, marital status, colour, national origin or sexual orientation.

* ARTICLE 5 - REPRESENTATION

- 5.1 The Local Union will be represented by a Committee of not less than three (3) members, one of whom will be the Local Union President/Chairperson.
- 5.2 The number of committeepersons will change at the rate of one committeeperson per one hundred (100) eligible employees, or major portion thereof. in excess of two hundred (200) eligible employees.
- 5.3 The Local Union agrees to notify the Company in writing of the names of the members of the Committee and other Local Union officers thereof, and the effective date of their selection.

* See Letter #15

5.4 The Union acknowledges that themembers of the Committee will continue to perform their duties on behalf of the Company and that:

- a) such committeepersons will not leave their regular duties without obtaining permission from their managers: such permission will be granted without unreasonable delay;
- b) when resuming regular duties after engaging in duties on behalf of the Local Union, the committeeperson(s) will advise Management of their return;
- c) any committeeperson dealing with a complaint or grievance in any department other than their own will notify the manager of that department of the general purpose of their presence.

5.5 The Company will pay for a reasonable amount of time spent by committeepersons away from their regular jobs for the following purposes:

- a) to handle complaints or grievances of employees,
- b) to attend meetings arranged by Management respecting problems relating to this Agreement,
- c) to deal with incidental matters that Management agrees are a necessary part of the administration of this Agreement.

N 5.6 The Union agrees that if, in the Company's opinion, any committeeperson is alleged to be abusing the Company's concept of "reasonable time" spent in the administration of the agreement, a meeting will be arranged between the Company and the representatives of the Local Union and the National Union to correct such abuse.

R 5.7 In the event of lay-offs, so that employees will have representation, the committeepersons will be retained on jobs within

the bargaining unit, regardless of seniority, provided they are capable of doing the available work.

R 5.8 New or transferred-in employees will be introduced to the Union President/Chairperson or nominee by Human Resources, during the induction process. Such meetings shall not exceed fifteen (15) minutes per hiring session.

U31D
R 5.9 The Local Union bargaining committee representation will consist of four (4) representatives from Bramalea and two (2) each from London, Belleville and Kingston respectively, for which the Company will absorb the bargaining time costs based on the employee's equivalent daily straight time rate.

R 5.10 The rate of pay for a Chairperson or alternate shall be no less than the maximum of Grade 60.

R 5.11 The rate of pay for a Committeeperson shall be no less than the maximum of Grade 58.

ARTICLE 6 - INFORMATION TO THE LOCAL UNION *

6.1 The Company agrees to furnish the Local Union the following lists on a monthly basis:

- a) employees each month who become eligible for membership in the Local Union,
- b) employees who become ineligible for membership in the Local Union,
- c) employees proceeding on maternity leave or personal leave of absence,
- d) internal transfers of eligible employees,
- e) downgrades and upgrades with temporary upgrades identified.

Lists to show the effective date, the department and employee numbers and the grades of the employees affected.

* See Letter #31

- 6.2 The Company agrees to furnish to the Local Union during the first week of each month:
- a) a list by unit seniority date, by department, showing name, initials, employee number, grade, company continuous service date, and analysis number of all employees covered by this Agreement.
 - b) a list by unit seniority date, by grade, showing name, initials, employee number, department number, salary rate, company continuous service date and analysis number of all employees covered by this Agreement.
- R 6.3 The Company agrees to furnish to the Local Union, quarterly, an alphabetical list of names, showing address, postal code, telephone number, date of birth, S.I.N. number, and marital status of all employees, including employees on LTD, covered by this Agreement. As address changes are reported, they will be forwarded to the Local Union. The update memo shall indicate name, employee number, department number, new address, postal code, and telephone number.
- 6.4 Once per month, the Company agrees to provide the Local Union with a list, organized by department, showing name and overtime hours worked during the preceding month. In addition, a cumulative listing will be provided on a quarterly basis.
- 6.5 On a quarterly basis the Company will provide the Local Union with a list of all laid-off employees eligible for recall.

R **ARTICLE 7 - COMPLAINTS AND GRIEVANCES**

7.1 COMPLAINTS

It is mutually desired by the parties hereto that complaints shall be adjusted as quickly as possible. Both parties recognize that the employee's manager should be informed as quickly as possible of the employee's complaint and be given an opportunity to adjust the complaint.

7.2 Any employee having a complaint shall take the matter up with his/her immediate manager. If the employee so desires, such employee may have their committee person accompany him/her during such discussion.

7.3 GRIEVANCE PROCEDURE

A grievance may only be initiated in accordance with the grievance procedure within twenty (20) working days from the date the employee might reasonably have been aware of the alleged unjust action.

7.4 The Company agrees that it will not attempt to settle any grievance directly with the employee involved if the grievance has already been discussed with the Company by a committee person pursuant to the regular grievance procedure.

7.5 The Local Union President/Chairperson, or his/her designated delegate, may intercede on behalf of their constituents at any time on a policy matter which, in their 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. Grievances arising from such matters shall be presented at the First Step. The Union agrees that the right to process policy grievances will not be abused.

7.6 It is agreed that any retroactive payment by the Company in settlement of a grievance shall be limited to the period ninety (90) working days prior to the date of filing of the grievance.

7.7 FIRST STEP

After an employee has discussed a complaint with his/her manager and has failed to obtain satisfaction, within five (5) working days, the Local Union may refer the matter to the employee's next higher level of management or delegate, as appropriate, as a written and dated grievance.

The grievance shall set forth the nature of the complaint, the date of occurrence of the cause of the complaint, the name(s)

of the employee(s) involved, and the provisions of the Agreement, if any, which are claimed to have been violated.

Within ten (10) working days the manager will arrange a meeting for discussion of the grievance, to be attended by three (3) representatives of the Local Union and by the manager, together with other management representatives as appropriate.

The senior manager, or his/her delegate, will answer the grievance within ten (10) working days from the date of such meeting. In cases of denial, the grievance response will include facts substantiating the decision.

In addition to the Local Union representatives, the National Representative may attend such meeting.

At this step of the procedure the parties agree to furnish each other with all facts and information then available with respect to the grievance.

7.8 ARBITRATION REFERRAL

Failing satisfactory adjustment at the First Step, the Local Union may refer the matter to the National Union. The representatives of the National Union will review the matter and if it is one which is within the power and authority of the Impartial Arbitrator, they may, within thirty (30) days from the date of the answer from the senior manager or his/her delegate refer the matter to Impartial Arbitration, in accordance with Article 8.

The referral to the selected arbitrator, shall be made within ten (10) working days of such selection. A copy of the letter requesting the designated arbitrator's services shall be sent to the Regional Industrial Relations representative.

7.9 PRE-ARBITRATION

Prior to the actual submission of the grievance to the Arbitrator, the parties may, by agreement, arrange a further meeting in a final attempt to adjust the matter. Any such meeting shall

be without prejudice to the rights of either party under the grievance procedure and shall not affect the times prescribed in which appeals may be lodged.

In attendance at this meeting will be the full committee, the Regional Industrial Relations representative or delegate and the representative of the National Union.

7.10 Upon prior notice to the Regional Industrial Relations representative or delegate, a member of the National Union may visit the plant to review the specific grievance or grievances.

7.11 Such plant entry visits shall be reasonable in duration, confined to the specific issue and non-restricted areas. The Local Union President/Chairperson shall accompany the National Union staff member during the investigation.

7.12 REPRESENTATIVE GRIEVANCES

Whenever one or more grievances involve a similar issue such grievances may be withdrawn without prejudice pending the final disposition of a representative case. In such event, the withdrawal without prejudice will not affect any financial liability requested in the grievances.

7.13 EXTENSION OF TIME LIMITS

Any period of time specified in the Grievance Procedure clause may be extended by mutual agreement confirmed by letter from the requesting party.

In the event the Company has not responded to the complaint or grievance steps within the time limit and no extension has been agreed upon, the Union may proceed to the next step in the procedure.

7.14 WITHDRAWAL OF GRIEVANCES

Failure of the grievor or the Local Union to process a grievance to the next step in the Grievance Procedure within the time limits specified shall not be deemed to have prejudiced the Union on any future similar grievance.

7.15 JOB POSTING GRIEVANCES

- a) An employee who feels he/she has a grievance related to Job Bidding and Promotions (Article 19) shall so advise his/her immediate manager within five (5) working days of the posting on the Office Notice Boards of the name of the employee selected for the job.

An employee who feels he/she has a grievance under Article 31 or Article 37 shall so advise his/her immediate manager. Referral of the grievance will be made to a Human Resources representative, who will ensure the grievance is forwarded to appropriate management within the selecting organization.

- b) The grievance shall then be immediately processed, commencing at the First Step of the Grievance Procedure.
- c) The right to grieve shall be restricted to employees who have applied for the vacancy.

7.16 SURPLUS, LAY-OFF AND RECALL GRIEVANCES

Grievances arising out of alleged violation of Article 11 or 12 shall be submitted directly to a Human Resources representative within ten (10) working days from the date of notice of lay-off or recall, and will be answered by the Company within the time limits provided in the Grievance Procedure, First Step.

7.17 DISCIPLINARY GRIEVANCES

Grievances concerning suspensions or discharges shall be submitted at the First Step within five (5) working days of the occurrence and will be answered by the Company within the time limits provided in the Grievance Procedure, First Step.

- 7.18 The Company will advise the Union of the date and amount of redress.

ARTICLE 8 - ARBITRATION

8.1 Selection of an Arbitrator.

8.1.1 The parties will endeavour to agree upon a mutually satisfactory Arbitrator. In the event that they cannot agree upon an Arbitrator within twenty (20) working days, from among three (3) names supplied by both the Union and the Company, then the Minister of Labour of the Province of Ontario shall be requested to appoint an Arbitrator.

8.1.2 In the event that either party elects to appeal the decision of the Arbitrator to the courts, each party will pay its own costs.

8.2 Power of Arbitrator

The power and authority of the Arbitrator shall be limited to:

- a) Matters involving the interpretation or alleged violation of this Agreement, or
- b) Upholding, modifying or rescinding penalties assessed by the Company against an employee.

8.3 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.

8.4 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.

8.5 The parties agree to share equally the expense of the Arbitrator and such other expenses as may be mutually agreed upon.

8.6 Arbitrator's Decision.

The Arbitrator shall render his/her decision within thirty (30) days following the hearing. Decisions of the Arbitrator shall be final and binding upon both parties.

ARTICLE 9 - CONTINUOUS SERVICE

- 9.1 Company continuous service begins on the date of hiring and accumulates for the full period of employment with the Company subject to the following conditions:
- 9.1.1 Continuous credited service shall terminate for the following reasons:
- a)* voluntary resignation,
 - b) discharge for just cause if not reversed through the Grievance Procedure,
 - c) absence from work for three or more consecutive working days without the Company being notified. It is considered in such circumstances that the employee has resigned voluntarily unless exceptional conditions, recognized by the Company as such, are involved,
 - d) failure to return from lay-off within the periods shown under 9.3
 - e) inability to return to work within two (2) years after sickness disability benefits (if any) have expired, or Long Term Disability benefits (if any) have expired, or inability to return to work within two (2) years after normal Workers' Compensation Board benefits fall below the level of 75%.

* Sec Letter #16

- 9.2 Deductions from continuous service shall be made for the following reasons:
- a) When an employee with less than three (3) months continuous service is absent without pay due to sickness, that period of absence in excess of one (1) month in any consecutive twelve-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-month period for which approval is granted without credit for continuous service.

9.3 An employee shall maintain recall rights following layoff in accordance with provisions set out below. Credited service will be accumulated and/or maintained as follows:

<u>Seniority at Date of lay off</u>	<u>Recall Rights</u>	<u>Continuous Service Accumulates</u>	<u>Continuous Service Maintains</u>
Less than one (1) year	12 months	** 6 months	12 months
One (1) year but less than five (5) years	48 months	** 9 months	48 months
Five (5) years or more	60 months	** 18 months <i>29/60</i>	60 months

** NOTE: If employee returns from lay-off within above periods

Refusal to accept recall to a lower graded job than held at the time of lay-off or recall of short duration shall not invalidate rights as outlined above.

9.4 An employee whose service has terminated under 9.1.1 above and who is subsequently re-employed shall be credited with previous continuous service in the following manner, provided that the employee had six (6) months or more of previous continuous service when term of employment was broken:

<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 continuous service equivalent to the period for which service was broken
1 year or more	after completing 1 year of C.S.

- 9.5 Employees who have had previous continuous service of six months or more with Associated Companies shall receive credit for such service.
- 9.6 Where benefits in the Agreement are affected by service, such service shall be the greater of an employee's seniority or Company continuous service except in the following instances.
- a) Service with respect to - Employees Pension, Death Benefit, Sickness Benefit Plan and Rate Protection, shall mean Company Continuous Service.
 - b) Service with respect to Surplus, Lay-off and Recall, and Article 19 Job Bidding and Promotions shall mean seniority.

ARTICLE 10 - SENIORITY**

- 10.1 Seniority for the purpose of Article 19 - Job Bidding and Promotions and Surplus, Lay-off, and Recall shall be established as the date of entry into the unit and shall accumulate, terminate or be modified as provided hereunder.

10.1.1

Seniority shall terminate for the following reasons:

- a)* voluntary resignation,
- 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 in such circumstances that the employee has resigned voluntarily unless exceptional conditions, recognized by the Company as such, are involved,

* See Letter #16

** See Letter #21

- d) failure to return from lay-off within the periods shown under IO. 1.2,
- e) failure to return to work from lay-off 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 seniority. 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,
- f) inability to return to work within two (2) years after sickness disability benefits (if any) have expired, or Long Term Disability benefits (if any) have expired, or inability to return to work within two (2) years after normal Workers' Compensation Board benefits fall below level of 75%.

10.1.2

An employee shall accumulate seniority and maintain recall rights following lay-off in accordance with the provisions set out below:

<u>Seniority at Date of Lay-off</u>	<u>Recall Rights</u>	<u>Seniority Accumulates</u>
Less than one (1) year	12 months	12 months
One (1) year but less than five (5) years	48 months	48 months
Five (5) years or more	60 months	60 months

Refusal to accept recall to a lower graded job than held at time of lay-off or recall of short duration shall not invalidate rights as outlined above.

10.1.3

- R Newly hired employees shall be considered as probationary employees and shall hold no seniority rights under this agreement for the first seventy-five (75) calendar days at which time they shall acquire seniority status from date of hiring.

10.1.4

- a) Employees transferred from the hourly bargaining unit into the salaried bargaining unit, in the same location, 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 office bargaining unit. After three (3) years in the office bargaining unit the seniority of employees so affected will be adjusted on the basis of full Company Continuous Service. Should such an employee be declared surplus during the initial period of three (3) years, and having exhausted his/her office bumping rights, he/she shall, subject to the terms of the local Collective Labour Agreement, return to his/her former bargaining unit. In such case the lay-off allowance provisions shall not apply.
- b) Employees covered by this Agreement who transfer to the hourly bargaining unit and are subsequently declared surplus within three (3) years shall, having exhausted his/her hourly bumping rights, return to the salaried unit and bump the most junior employee whose job he/she is qualified to perform based on the total seniority acquired in both units.

10.1.5

Employees transferred with their jobs into the bargaining unit from other locations, having held that job for a minimum of three (3) months, will hold seniority on the transferred-in function based on total past continuous credited service but will only hold seniority accumulated subsequent to transfer, for other purposes outside the transferred-in function. After three (3) years in the office bargaining unit the seniority of

employees so affected will be adjusted on the basis of full Company Continuous Service.

10.1.6

- a) An employee who was assigned to a job elsewhere in Northern Telecom Canada Limited, not included in the bargaining unit, prior to March 17, 1988, 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 office bargaining unit the seniority of employees so affected will be adjusted on the basis of full Company Continuous Service.

- b) An employee who is assigned to a job elsewhere in Northern Telecom Canada Limited, not included in the bargaining unit, following March 17, 1988, and subsequently returns within three years of leaving, shall be returned in accordance with 10.1.6 a) above.

Such employee may return after three years 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. The employee shall not have his/her seniority restored upon his/her return, but after three (3) years in the office bargaining unit the seniority of employees so affected will be adjusted on the basis of full Company Continuous Service.

10.1.7

Where benefits in the Agreement are affected by service, such service shall be the greater of an employee's seniority

or Company Continuous Service except in the following instances:

- a) Service with respect to Employees Pension, Death Benefit, Sickness Benefit Plan, and Rate Protection shall mean Company Continuous Service.
- b) Service with respect to Surplus, Layoff, and Recall, and Article 19 - Job Bidding and Promotions shall mean seniority.

10.1.8

An employee's seniority shall continue to accumulate during leaves of absence.

R ARTICLE 11 - JOB AND INCOME SECURITY

11.1 In the event that the Company decides to:

*3/0/04
P. 3, 4*

- a) close any of the three ongoing operations described in Appendix A; or, 31
- b) do any or all of the following: 31
 - (i) transfer/workout of a bargaining unit to another Company location, 3 / 1 / M
 - (ii) transfer work out of a Bargaining Unit,
 - (iii) purchase components or parts, currently being produced by employees in a bargaining unit, from sources outside Northern Telecom,
 - (iv) permanently eliminate jobs for reasons other than market fluctuations,

and as a direct result either:

- 10% or more of the employees in such bargaining unit (excluding probationary employees, temporary employees, employees laid off and employees on LTD benefits not engaged in rehabilitation at a Company location), or

10% or more of such employees in a skill group,
but in no case less than a total of 4 employees
are given, during any period of ninety (90) days,
layoff notices; or

- c) do what is set out in Article 29.1 b) - Hourly Agreement and, as a result, employees in the salaried bargaining unit at the same location are given layoff notices within the same ninety (90) day period,

the provisions set out below will apply, as specified.

For the purposes of this Article, the three skill groups will be Grades 57 to 63, Grades 53 to 56 and E.T./Bargaining Unit Specialists.

For the purposes of determining whether the percentages in Article 11.1 b) have been reached all layoff notices, as described above, which have not been cancelled during the operative ninety (90) day period will be counted.

Notices which have been counted in the determination that the percentages in Article 11.1 b) have been reached can not be counted again.

- 11.2 The Company will meet with the Union to discuss its decision at least 35 weeks in advance of the date of closure or at least 18 weeks in advance of layoff occurring as a result of the circumstances set out in Article 11.1 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.

- 11.3 The Company will give the Union and the employees notice of layoff, of at least 16 weeks, or such notice as provided

under legislation, whichever is greater. This obligation will not apply retroactively to the layoffs which did not, at the time notices with respect to them were given, meet the percentages set out in Article 11.1 b) but together with subsequent layoffs, resulted in these percentages being met within the ninety (90) day period.

N Where such notice has been given, and subsequently a market fluctuation causes the giving of additional layoff 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 and the amount of time remaining to the end of the initial notice period.

11.4 In the circumstances set out in Article 11.1 b) and c) above and during the first thirty (30) days of the notice period under the first paragraph of Article 11.3 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 11.8 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.
- b) the total number of those retiring under a) shall not exceed 100% of the number of employees within the skill group within which a surplus has been declared as a result of the circumstance set out in Article 11.1 and 50% of the number of employees within the other affected skill groups:

who have been given such notice(s) in accordance with the first paragraph of Article 11.3,

who have contributed to the percentages in Article 11.1 b) being reached, and

who have received such notices of layoff in the circumstances set out in Article 11.1 b) within the prior portion of the particular ninety (90) day period.

- N 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 11.4 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 layoff notices in that group.
- 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, except in the circumstances set out in Article 11.1 a) when unused vacation credits may be used to reach a pension date.
- e) the affected skill groups will be those included for the purposes of Article 11.1 b) or c) and any skill group affected by notices of layoff given during the remainder of the particular ninety (90) day period as a result of events described in Article 11.1 b)(i), (ii), (iii) and/or (iv) or c).
- N f) Where an employee who has been given notice in accordance with the first paragraph Article 11.3 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 11.8 below. regardless of whether the maximum set out in Article 11.4 b) for his/her skill group has been exceeded.

11.5 In the event the Company moves an operation or a job as per 11.1, the following procedure will apply:

- a) if the employee is unable to maintain his/her grade, and so wishes 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, or
- b) an employee on an affected job will exercise his/her rights in accordance with the Surplus, Lay-off and Recall procedure as laid down in this Collective Agreement.
- c) an employee with less than five (5) years service 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. During the twelve (12) months protection period, general wage adjustments will be applied based on the grade held by the employee immediately prior to the beginning of the protection period.

At the end of the protection period, the employee will be placed on the rate applicable to his/her assignment. Any employee with five years or more service will receive wage protection as per Article 12 of this Agreement.
- 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 CAW Bargaining Unit and are seeking simultaneously to have the benefit of the provisions set out above in connection with the same vacancy, Local Seniority (L.S.) shall determine who will be selected for the vacancy.
 - g) An employee permanently transferred from one group to another, or from one occupation to another within the same group, shall hold seniority except when a reduction in work load occurs in such group or occupation prior to the transferee completing the required training to do the new job. In such circumstances preference may be given to shorter service employee having greater experience and skill in that occupation and, if so, the trainee shall be transferred back to his/her former occupation.
 - h) The Company agrees that it will limit the re-employment or transfer of employees from other Company locations to not more than 2% of the work force at the location affected in the period from July 1st to June 30th. When the influx of employees to a plant location results from increased new work programs, the 2% limitation will not apply. This waiver of the 2% limitation will not be used to circumvent the upgrading of bargaining unit employees. All transfers are subject to the provisions of Article 10.
- 11.6 All employees laid off pursuant to notices given under the first paragraph of Article 11.3 or pursuant to notices as a result of the circumstances set out in Article 11.1 b) and c) within the particular ninety (90) day notice period, will be entitled to choose to take the layoff allowance to which they are entitled under Article 13 or to elect to be terminated and forfeit their recall rights by receiving severance pay allowance in accordance with the following table:

Serviceious

Beverance y

1 year hut 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 hut less than 6 years	7 weeks
6 years hut 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 to years	11 weeks
10 years hut less than 11 years	14 weeks
11 years but less than 12 years	17 weeks

3/2/0

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

3/2/0

In a location closure, the severance table above will be modified to reflect the entitlements contained in the Lay-Off Allowance table in Article 13.1 (1).

N 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 layoff allowance will he subject to the following penalty:

PENALTY TABLE

BENEFIT-GROUPS

Week after expiration of notice period completed	1	2	3	4	5
1	\$630	\$665	\$765	\$865	\$990
2	\$630	\$665	\$765	\$865	\$990
3	\$835	\$905	\$1,105	\$1,285	\$1,530
4	\$1,040	\$1,145	\$1,445	\$1,705	\$2,070
5	\$1,245	\$1,385	\$1,785	\$2,125	\$2,610

Thereafter, each subsequent week's penalty will increase by: \$205 \$240 \$340 \$420 \$540

When the employee's weekly benefit is reduced to 60%, each subsequent week's penalty will increase by: \$420 \$440 \$510 \$575 \$660

Note: The above listed table will be adjusted by the Company each quarter to reflect changes in COLA 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.

N Employees who elect to be terminated and forfeit recall rights will continue to receive coverage provided under Article 13.6 a) for the balance of the period of six (6) months following the month of layoff, so long as such employees continue to contribute to those plans which employees are required to make contributions.

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11.7 In the circumstances of a closure, employees may, if eligible for pension or bridging to pension, proceed on pension/special leave leading to pension, as appropriate prior to the commencement of layoff. They will be entitled to receive a lump sum payment in accordance with the formula referred to in Article 11.8 or equivalent to the severance pay calculated under legislation, whichever is greater. Other employees not so eligible will be treated in accordance with Article 11.6.

11.8 VOLUNTARY RETIREMENT OPTION

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

- a) Employees eligible for Class A, B or C Pensions without bridging will be paid six (6) months of regular weekly wages, except those employees having thirty (30) years or more of Pensionable Service prior to the end of the notice period who will be paid \$27,000 or 6 months of regular weekly wages, whichever is greater.
- b) Employees who qualify to be bridged to any of the above Classes will receive four (4) months of regular weekly wages.

N 11.9 If, in the circumstances described in Article 11.1, at least twenty percent (20%) of the employees in a bargaining unit

or fifteen (15) employees, whichever is greater, have been given notices of layoff, then a Workforce Adjustment Committee will be established, if not already required by legislation. If employees in the Hourly bargaining unit have been given layoff notices at the same time, then each affected bargaining unit will have representation 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 coordinate 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 location closure, the Committee will not continue to be operative for a period greater than one (1) year from the date on which notices of layoff were given. Under the circumstances of a location 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.

- 11.10 This Article is not intended to revise Article 13 in any way nor to discontinue Letter #17 - Preferential Hiring. 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 13.

* ARTICLE 12 - SURPLUS, LAY-OFF, RECALL AND RATE: PROTECTION PROCEDURES

R It is the intent of the Company to minimize any problems which may result due to the displacement of employees. The Company, therefore, agrees to full discussion on the circumstances leading to a surplus condition and at that time will provide the Local Union with confidential details of proposed displacements for the purpose of discussing such moves prior to them taking place.

SURPLUS - CLERICAL

12.1 In the event it is necessary to reduce the clerical workforce on a job analysis number, employees affected will be declared surplus in accordance with the following procedure:

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- a) The junior employee in the affected grade and occupation will be declared surplus. Such employee may ~~displace~~ a more junior employee in the same grade level, provided such employee is qualified to do the job being performed by the junior employee. Whenever employees are notified that they are surplus, the Local Union President/Chairperson will be notified during the same working day.
- b) A senior employee unable to displace a junior employee in the same grade level may bump a more junior employee in a lower grade level, provided the senior employee is qualified to perform the available job.
- R c) After having exhausted bumping rights outlined in 12.1 (a) and (b) and prior to being laid off, an employee will be returned to a formerly held grade and occupation at a higher grade level provided he/she is capable of performing the job and if such job is currently held by a more junior employee.

* See Letter #17

- N d) Subsequent to the application of 12.1 (c), if the employee has previously held a position in the E.T. grades, the employee will be returned to a formerly held grade and job, provided he/she is capable of performing the available work and has the required skills and education to perform the junior employee's job.
- N c) Subsequent to the application of 12.1 (d), if the employee has previously held a position in the B.U.S. grades, the employee will be returned to a formerly held grade and job, provided he/she is capable of performing the available work and has the required skills and education to perform the junior employee's job.
- R f) If the senior employee does not have the qualifications to displace a more junior employee, the senior employee shall be laid off.
- R g) Any employee displaced in the above procedure may likewise exercise similar bumping rights.

12.2 If in the exercise of his/her bumping rights outlined in 12.1 (a) and (b), an employee returns to his/her formerly held grade and occupation, he/she shall be deemed to be qualified.

12.3 The parties agree that qualified means able to perform the work. Employees will be given ten (10) working days to meet the normal job requirements. Employees shall be given the normal instructions for the job during this period.

LAYOFF - CLERICAL

12.4 Employees who cannot be placed in accordance with the above procedures shall be laid off in accordance with the following procedure:

- a) Students and temporary employees will have no bumping rights and will be terminated.
- b) Probationary employees will have no bumping rights and will be terminated before any regular clerical

employees are laid off, provided the remaining employees have the qualifications for the available jobs.

2/00) The Company will give in writing to the employees affected and to the Local Union one weeks notice of lay-off or notice of lay-off as provided in the appropriate Government legislation, whichever is greater.

SURPLUS - E.T.

12.5 In the event it is necessary to reduce the E.T. workforce in a department, employees affected will be treated in accordance with the following procedure:

- a) The junior E.T. in the lowest grade in the department affected will be declared surplus provided that the remaining E.T.'s in that department have the necessary skills and education to perform the remaining work.

The surplus employee will be considered for any available vacancy.

in the event that no suitable vacancy exists, the surplus employee will displace a more junior employee in a formerly held grade and job or may displace a more junior employee in a job at the same grade or lower deemed by the Company to be suitable considering his/her skills and education.

Where the surplus E.T. is unable to be placed as above, he/she will displace the junior E.T. in the bargaining unit provided the remaining E.T.'s in the junior employee's department have the necessary skills and ability to perform the available work and the surplus E.T. has the required skills and education to perform the junior employee's job.

Whenever employees are notified that they are surplus, the Local Union President/Chairperson will be notified during the same working day.

- N b) Subsequent to the application of 12.5 (a), if the employee has previously held a position in the B.U.S. grades, the employee will be returned to a formerly held grade and job, provided he/she is capable of performing the available work and has the required skills and education to perform the junior employee's job.

- R c) Prior to being laid off, an E.T. may displace a junior employee in the clerical ranks provided the E.T. is qualified to do the job being performed by the junior employee, as per the Surplus Clerical clauses.

LAYOFF - E.1

12.6 Employees who cannot be placed in accordance with the above procedures shall be laid off in accordance with the following procedure:

- a) Probationary employees and students will be terminated before any regular E.T. employees are laid off, provided the remaining employees are able to perform the available work.

- b) The Company will give in writing to the employees affected and to the Local Union one weeks notice of lay-off or notice of lay-off as provided in the appropriate Government legislation, whichever is greater.

SURPLUS BARGAINING UNIT SPECIALISTS

12.7 In the event it is necessary to reduce the Bargaining Unit Specialists workforce on a job analysis number, employees affected will be declared surplus in accordance with the following procedure:

- a) The junior Bargaining Unit Specialist in the lowest grade in the department affected will be declared surplus provided that the remaining Bargaining Unit Specialists in that department have the necessary skills and education to perform the remaining work.

The surplus employee will be considered for any available vacancy.

In the event that no suitable vacancy exists, the surplus employee will displace a more junior employee in a formerly held grade and job or may displace a more junior employee in a job at the same grade or lower deemed by the Company to be suitable considering his/her skills and education.

Where the surplus Bargaining Unit Specialist is unable to be placed as above, he/she will displace the junior Bargaining Unit Specialist in the bargaining unit provided the remaining Bargaining Unit Specialists in the junior employee's department have the necessary skills and ability to perform the available work and the surplus Bargaining Unit Specialist has the required skills and education to perform the junior employee's job.

Whenever employees are notified that they are surplus, the Local Union President/Chairperson will be notified during the same working day.

- b) Prior to being laid off, a Bargaining Unit Specialist may displace a junior employee in the clerical or E.T. ranks provided the Bargaining Unit Specialist is qualified to do the job being performed by the junior employee, as per the Surplus Clerical or E.T. clauses.

LAYOFF BARGAINING UNIT SPECIALISTS

12.8 Employees who cannot be placed in accordance with the above procedures shall be laid off in accordance with the following procedure:

- a) Probationary employees and students will be terminated before any regular Bargaining Unit Specialist employees are laid off, provided the remaining employees are able to perform the available work.

- b) The Company will give in writing to the employees affected and to the Local Union one weeks notice of lay-off or notice of lay-off as provided in the appropriate Government legislation, whichever is greater.

RECALL

12.9 The Company will, at all times, endeavour to place any laid off employees on the payroll before engaging new employees. This shall be done by mailing a registered letter to the last known address of the laid off employee, with a copy to the Local Union.

12.10 Recalls to work shall be based on seniority, provided the recalled employee has the qualifications for the available job.

RATE PROTECTION

12.11 An employee with five (5) years or more of service, downgraded due to shortage of work shall maintain the salary rate of pay in effect at the time of downgrade for the life of the Agreement.

In addition to that rate protection, the wage improvement expressed in the Contract Settlement will be applied to his/her former corresponding rate for that grade. 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.

R 12.12 Clerical employees or Bargaining Unit Specialists whose jobs are evaluated and, as a result, are placed in a lower grade, will receive rate protection providing that:

- a) they are capable of performing the job function; and
- b) they remain on that assignment.

R 12.13 In the case of the engineering technicians, the application would be the same as 12.12 with the exception that the downgrade to sustain rate protection would not have been due to inability to perform at the grade level assigned.

- R 12.14 Employees who were downgraded due to shortage of work, protected by 12.11, and who are not on lay-off and who elect not to apply for a vacancy in their former higher graded job, such salary rate protection shall cease.

ARTICLE 13 - LAY-OFF ALLOWANCE:

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

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

<u>Service on Date of Lay-off</u>	<u>Lay-off Allowance Entitlement</u>
Less than 1 year	0 weeks
1 year but less than 2	5 weeks
2 years but less than 3	6 weeks
3 years but less than 4	7 weeks
4 years but less than 5	8 weeks
5 years but less than 6	11 weeks
6 years but less than 7	12 weeks
7 years but less than 8	13 weeks
8 years but less than 9	14 weeks
9 years but less than 10	15 weeks
10 years but less than 11	18 weeks
11 years but less than 12	20 weeks
12 years but less than 13	22 weeks
13 years but less than 14	24 weeks
14 years but less than 15	26 weeks

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

- R 2) At the end of the pay period following the first week of layoff 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 UI

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

- R 3) Each subsequent week's entitlement requires receipt of UI benefits and shall be equivalent to 90% of the employee's regular weekly pay less his/her UI weekly benefit rate.

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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 13.1.1 is exhausted.

- N 5) Employees have no vested right to the layoff allowance except for supplementation of UI benefits during the employment period as specified in this article.

13.2 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 13.1 and provided benefits have not expired per 13.2(b) above.
- d) An employee refuses to report for work after recall. (In accordance with Article 10.1.1(e).)
- R e) An employee is no longer in receipt of UI benefits.
- f) A laid off employee with ten (10) or more years of service, receiving lay-off allowance after U.I.C. payments have been exhausted, obtains suitable employment.

13.3 Lay-off Allowance payments shall be based on the employee's regular work week hours (excluding overtime).

- 13.4 The rate of pay used in such computations shall be the employee's equivalent weekly rate, including C.O.L.A., in effect at date of lay-off.
- 13.5 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 Company 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.
- 13.6 a) The Company agrees to cover the following benefits for six (6) months following the month of lay-off so long as laid off employees continue to contribute to those plans which employees are required to make contributions.
- Supplementary Hospital Plan
 - Extended Health Care Plan
 - Vision Care Plan
 - Denial Plan
 - Group Insurance Plan - Part I
 - Group Insurance Plan - Part II
 - Dependent Life Plan
 - Survivor Transition Benefit Plan
- b) Laid off employees with ten (10) or more years of service will continue to receive the following benefits for the remaining lay-off allowance payment periods:
- Extended Health Care Plan
 - Group Life Part I
- The cost of this extended coverage will be deducted from lay-off allowance entitlement.
- *13.7 An employee with fifteen (15) or more years of continuous service may elect to receive his/her lay-off allowance in a single payment as outlined in Letter #25. The lay-off

allowance shall be based on his/her overall service after deducting the amount received as a result of previous lay-off(s). Should this individual be later recalled within a time interval shorter than that covered by the number of weeks of lay-off allowance granted, the amount of lay-off allowance paid the employee for the excess number of weeks shall be considered as an advance in pay by the Company and repayable through payroll deduction at the rate of 10% of such employee's wages per pay period.

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

Alternatively, an employee who elects to receive a weekly benefit shall forfeit selection of a single payment on any subsequent lay-off.

" See Letter #25

ARTICLE 14 - NOTICE BOARDS

- R 14.1 The Company will provide bulletin boards for the exclusive use of the Local Union for the posting of notices pertaining to Union business. It is understood that all notices shall be subject to the approval of the designated Human Resources representative at the location, before they are posted.
- 14.2 Approval will not be unreasonably denied

ARTICLE 15 - UNINTERRUPTED PRODUCTION

- 15.1 During the term of this Agreement and during the period when negotiations for a further agreement are in progress, the Company agrees that there shall be no lockouts, and the Union agrees that there shall be no slowdown, strike or any other stoppages or interference with work which would cause any interruption to Company operations.

ARTICLE 16 - DEDUCTION OF REGULAR DUES

- 16.1 During the term of this agreement and any extension or renewal thereof, the Company will deduct the regular monthly

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Union dues from the salaries of all employees covered by this agreement, in accordance with the Constitution of the Union.

- R 16.2 The Company will deduct the equivalent of one (1) hour and ten (10) minutes pay for Union dues from each of the employee's first two (2) bi-weekly pays in each month
- 16.3 An employee shall be required to pay Union dues for the current month provided he/she has worked or received pay for one full week in that month.
- 16.4 When sufficient pay is not available for all other deductions during the period when deductions are made, no deduction shall be made for Union dues.
- R 16.5 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. Upon written direction, the Company will recover unpaid dues.
- 16.6 The Union agrees to keep the Company harmless from any claims against it by an employee. which arise out of deduction under this article.
- R 16.7 After receipt of written notification from the Local Union of alleged discrepancies in the matter of dues deduction, the appropriate Human Resources Department will investigate any omitted deduction and make any necessary adjustments in a succeeding month. If the Company remits dues in error, the Local Union agrees to reimburse any affected employee. The Company will not take it upon itself to make adjustments for dues remitted in error.
- 16.8 On receipt of written authorization from an employee, the Company will deduct the authorized initiation fee.
- 16.9 Amounts deducted for dues and initiation fees shall be remitted to the Local Union as soon as possible after the end of each fiscal month.

- 16.10 Any changes in the amount of monthly Union dues will be certified to the Company by an authorized officer of the Local. A certification in a form acceptable to the Compaq which changes the dues shall become effective the month following certification providing it is received by the Company on or prior to the tenth (10th) of the month.
- R 16.1 I The Company will include the amount of dues deductions, made by the Company, on the T4 slips issued by the Company to employees covered by this Collective Agreement.

ARTICLE 17 - DISCIPLINARY ACTION

- 17.1 No employee covered by this Agreement will be disciplined, demoted, suspended or discharged except for just cause. Without limiting the foregoing, discipline is defined as a formal warning to the employee in the form of a written notice from the Company to the employee with a copy to the Local Union.
- 17.2 The Company will notify the Local Union in writing within twenty-four (24) hours of any action involving demotion, discharge or suspension.
- 17.3 Any given written warning will remain against the employee's record for a period of twenty-four (24) calendar months. However, should such warning be followed by eighteen (18) calendar months of discipline free performance the warning shall be removed from his/her record. ^{9/1}
- 17.4 An employee who is being suspended or discharged will have the Local Union President/Chairperson and the employee's Committeeperson in attendance during the disciplinary interview.

ARTICLE 18 - ACCESS TO PERSONNEL AND ATTENDANCE RECORD CARDS

- 18.1 Any employee upon request, will have the right to review his/her own personnel file and/or attendance record card either individually, or jointly with his/her committeeperson in the

presence of the employee's manager or a representative of the Human Resources Department.

- 18.2 In the case of a complaint or grievance, the profile and/or attendance record card of any eligible employee directly involved in a grievance will be made available to a Local Union committeeperson, upon request, for review in the presence of the employee's manager or a representative of the Human Resources Department.
- 18.3 For the purpose of processing a grievance, the grievor and/or committeeperson shall, upon request, receive a copy of his/her profile and/or attendance record card.

**ARTICLE 19 - JOB BIDDING AND PROMOTIONS
CLERICAL JOBS**

- R 19.1 The Company agrees that notices shall be posted for a period of three (3) working days on Office Notice Boards for all new Jobs or vacancies in clerical job grades 54 to 63, which are not filled in accordance with 19.1.1 or clause 10.1.6 of Article 10 - Seniority, or clause 30.8 of Article 30 - Maternity Leaves or placement of surplus employees into vacancies under the provisions of Article 12 - Surplus 12.1, 12.2 and 12.3.

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19.1.1

The Company reserves the right to move bargaining unit employees laterally in the interest of the efficient operation of the business, however, the number of employees moved laterally by the Company in the twelve (12) month period, July 1 to June 30, will not exceed four (4) percent of the number of clerical bargaining unit employees at the location.

19.1.2

- a) Employees may apply for a lateral transfer to a posting for a new job or a vacancy provided such employees have been assigned continuously to their current job for a period of eighteen (18) months.

- b) An employee may apply for a lower graded vacancy. If selected, no further application for a downgrade will be considered from such employee for an eighteen (18) month period.
- c) Only one such request for transfer or downgrade will be granted in any chain of moves associated with the filling of the original posting.

19.2 Such notices shall include an abbreviated description of job duties and qualifications, Dept. No., pay range, grade and analysis number.

~~19.3~~ Selection shall be made on the basis of seniority, ability, skill and experience.

19.4 After all applications from bargaining unit office employees have been reviewed and it is determined that none possesses the necessary qualifications and before the vacancy is filled from outside the clerical group or by hiring:

- a) For Grades 54 and 55, the senior applicant will be selected providing he/she has the necessary basic skills to perform the job.
- b) For Grades 56 to 63, the senior applicant with related experience will be considered for the vacancy. In every instance, all applications will be reviewed with the necessary consideration for seniority to determine whether an employee possesses sufficient related experience and/or specific skills or education that would permit him/her to perform the job with normal job instruction within a reasonable period of time.

N 19.5 Selection will normally be made within fifteen (15) working days of the end of the posting period. In the event the manager is unable to meet the deadline, he/she will advise the Union.

When the selection is made, the Company will post within five (5) working days the name of the employee selected for the job on Office Notice Boards, and furnish the Local Union

a copy of the notice and the name of the selected employee. On request, the Local Union may review the list of applicants for the posting.

- 19.6 Employees who were downgraded due to shortage of work, will receive preference in the selection from applicants for a posted vacancy provided they have previously held such job.
- R 19.7 Exceptions to the above mentioned posting requirements may be made in medical cases, which the Company agrees to discuss with the Local Union. Arrangements made under this clause will be confirmed in writing.
- 19.8 A temporarily recalled employee will have no posting rights during the period of assignment.

ARTICLE 20 - PLANT HOLIDAYS

20.1 Employees who are not required to work on the under noted Plant Holidays will receive their normal pay provided that these Plant Holidays are officially observed on a day on which an employee would normally work, and provided that the employee receives pay for the working day preceding or the working day following a Plant 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.

R In 1994, the Plant Holidays will be as follows:

- S/S*
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- 1 April (Good Friday)
 - ** 4 April (Easter Monday)
 - 23 May (Victoria Day)
 - 1 July (Canada Day)
 - 1 August (Civic Holiday)
 - ** 2 September
 - 5 September (Labour Day)
 - 10 October (Thanksgiving Day)

December 23, 26, 27, 28, 29, 30, January 2, 1995.

* February 13, 1995

R In 1995, the Plant Holidays will be as follows:

14 April	(Good Friday)
** 17 April	(Easter Monday)
22 May	(Victoria Day)
3 July	(Canada Day)
7 August	(Civic Holiday)
** 1 September	
4 September	(Labour Day)
9 October	(Thanksgiving Day)

December 25, 26, 27, 28, 29, January 1, 2, 1996

* February 12, 1996

R In 1996, the Plant Holidays will be as follows:

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

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 the indicated day.

** The Kingston plant holidays represented by Easter Monday and the Friday before Labour Day will be scheduled locally at the Kingston location.

20.2 When a Plant Holiday occurs on a regular working day during an employee's vacation, the employee shall be entitled to one extra day as vacation with pay.

(3)B.C

R ARTICLE 21 - JURY DUTY OR COURT ATTENDANCE

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

ARTICLE 22 - BEREAVEMENT

R 22.1 At the time a death occurs in the immediate family of an employee such employee shall, on request, be granted a leave of absence not to exceed five (5) consecutive regular scheduled working days. During the period from the date of the death through the day after the funeral inclusive, and 631A provided the employee attends the funeral, the Company will grant a bereavement pay allowance of up to a maximum of three (3) days during the employee's regular working schedule and at the employee's regular rate of pay. An employee's immediate family shall be considered as spouse, son, daughter, step-child, mother, father, step-parent, foster parents, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister, step-sister, brother, step-brother, brother-in-law, sister-in-law, grandparent or grandchild. Other relatives residing with the employee shall also be considered as immediate family.

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.

22.2 In the event the employee is unable to attend the funeral of a member of his/her immediate family as described in 22.1 and a Memorial Service is held he/she shall be granted a one day leave-of-absence with pay to attend the Memorial Service.

22.3 Extensions to the leave-of-absence may be granted when an employee has difficult travel arrangements, long distances to travel, or all of the responsibility for funeral arrangements.

ARTICLE 23 TEMPORARY HELP

The parties agree that resources required to respond to less than full time assignments and/or to provide backfill for regular full time employees absent from work, will be acquired under 23.1 or 23.2.

23.1 The Company agrees to establish a regular full time utility analysis number at each location to be utilized should the Company determine a requirement. The job grade will be established at each location under existing job evaluation procedures. Employees assigned to this analysis number will be moved from assignment to assignment at the discretion of the Company, without regard to Article 19 -Job Bidding and Promotions Clerical Jobs.

23.2 The Company agrees not to use temporary help while bargaining unit employees willing and qualified to perform the available work are on lay-off.

23.2.1 Prior to employing temporary help for more than one (1) week the Human Resources Department agrees to discuss the nature and expected duration of such help with, and provide a list to, the Local Union. Should the nature or expected duration change, the union will be advised.

23.2.2 Use of temporary help will be limited to ninety (90) calendar days duration, but may be extended by mutual agreement.

ARTICLE 24 - JOB EVALUATION

24.1 The following provisions with respect to JOB EVALUATION will apply:

a) The Company agrees to supply the Local Union with a copy of the Evaluation Plans pertaining to employees covered by this Agreement, copies of all Clerical Job Descriptions, and all supporting data associated with any clerical job, within two (2) weeks.

- b) In the event of any significant change in an existing clerical job or any alleged error in evaluation of a clerical job, the Local Union or an employee may request, in writing, a review of the job. Any grade increase resulting from the evaluation, shall be retroactive to date of receipt of the written request.
- c) Any dispute relative to Clerical Evaluation shall be subject to the Grievance Procedure.
- d) Prior to a clerical job being evaluated, the incumbent employee will be allowed to review his/her job description for the purpose of ensuring that essential duties are included.

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ARTICLE 25 - LEAVE OF ABSENCE FOR UNION DUTIES

25.1 The Company agrees that leave of absence without pay, but with maintenance of seniority and pension rights, to which they would otherwise be entitled, shall be granted to a limited number of employees in order to carry out the proper administration of this Agreement. Such leave shall not exceed a period of one (1) year but may be subject to renewal at the expiration of one (1) year.

25.2 The Company agrees that leave of absence without pay, but with maintenance of seniority and pension rights, will be granted to an employee who is elected or appointed to a full-time Union office, provided the Union and the employee make application for such leave. Such leave shall not exceed a period of one (1) year, but may be subject to renewal at the expiration of one (1) year. The Company reserves the right to limit the number of employees to whom such leaves of absence will apply.

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25.3 Where an officer, representative or member of the Union is granted leave of absence in connection with conciliation, arbitration or other Union activities, upon written authority from the Local Union, the Company will pay the employee regular pay for time not worked during the employee's regular hours of work, not to exceed one (1) month for any

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one leave. The Local Union shall reimburse the Company for such payments.

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25.4 At the written request of the Local Union, officers and representatives shall be allowed time off for Union educational purposes. Not more than one-half of this group, except by mutual agreement, shall be off under this provision at any one time and the length of time any one employee may be off under this provision shall not exceed two (2) consecutive weeks. Each period of absence shall be separately requested. Upon written authority from the Local Union, the Company will pay the employee's regular pay for the absence and the Local Union will reimburse the Company for such payments.

25.5 The Union agrees to co-operate with the Company in order that disruption of business may be minimized.

ARTICLE 26 - OVERTIME PROVISIONS

26.1 Overtime shall mean "authorized overtime" and shall not include time worked which is less than one-half (1/2) hour.

26.2 Payments for periods worked in excess of one-half (1/2) hour will be paid for, to the last full half hour worked.

26.3 Employees shall be paid at one and one-half (1 1/2) times their equivalent hourly rate for all hours worked in excess of seven and one-half (7 1/2) hours during the twenty-four (24) hour period commencing with the regular morning starting time on any day.

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26.4 Employees shall be paid at two (2) times their equivalent hourly rate for all hours worked in excess of eleven and one-half (11 1/2) hours during the twenty-four (24) hour period commencing with the regular morning starting time on any day.

37 1/4 26.5

Employees shall be paid overtime for all time worked on Saturday commencing from their regular morning starting time on the basis of one and one half (1 1/2) times for the first eleven and one half (11 1/2) hours and two (2) times for hours worked in excess of eleven and one half (11 1/2) hours, and for all approved time worked on Sunday.

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Employees shall be paid at two (2) times their equivalent hourly rate for all approved time worked on Plant Holidays in addition to their regular Plant Holiday pay.

26.7

Except in the case of emergency, employees may request to be excused from working overtime provided that such employees have a legitimate reason for being excused. Such legitimate request shall not be unreasonably denied. The Company agrees that except in cases of emergency, employees who are required to work overtime shall be advised at least twenty-four (24) hours before the overtime is to be worked. Overtime in excess of six (6) hours per week is voluntary.

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26.8

The parties agree that there shall be no make-up time except in the following case, which requires the signatures of any two authorized executive officers of the Local Union and the Manager, Labour Relations.

a) When, by mutual agreement, working conditions are changed so that there shall be an extended shutdown of operations in conjunction with a Plant Holiday, it is understood and agreed that no overtime shall be paid for all time worked to provide for loss of production as a result of the shutdown, irrespective of any other paragraph in this Article.

26.9

The opportunity for overtime work shall be equalized among employees normally engaged on the work, insofar as it is practicable.

26.10

When employees are required to report prior to their morning shift start time, overtime rates will be paid for time worked prior to such shift start time.

***ARTICLE 27 - VACATIONS**

27.1

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

* See Letter #10

27.1.1

One (1) full working month but less than two (2) full working months	=	1 day
Two (2) full working months but less than three (3) full working months	=	2 days
Three (3) full working months but less than four (4) full working months	=	3 days
Four (4) full working months but less than five (5) full working months	=	4 days
Five (5) full working months but less than six (6) full working months	=	5 days
Six (6) full working months but less than seven (7) full working months;	=	6 days
Seven (7) full working months but less than eight (8) full working months	=	7 days
Eight (8) full working months but less than nine (9) full working months	=	8 days
Nine (9) full working months but less than ten (10) full working months	=	9 days
Ten (10) full working months but less than eleven (11) full working months	=	10 days
Eleven (11) full working months but less than twelve (12) full working months	=	10 days
Twelve (12) full working months but less than three (3) years	=	10 days

If vacation is taken prior to July 1st, the length of vacation shall be based on the number of days to which the employee is entitled at the time of taking such vacation. any remaining days to which the employee may be entitled shall be taken subsequent to June 30th.

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27.1.2

Vacation Entitlement 03-03

After continuous service of three (3) years but less than ten (10) years - three (3) weeks. 0-04

After continuous service of ten (10) years but less than nineteen (19) years - four (4) weeks. 10-05

After continuous service of nineteen (19) years but less than twenty-nine (29) years five (5) weeks. 20-06

After continuous service of twenty-nine (29) years six (6) weeks.

27.2 When an employee is transferred from a salary to an hourly job, or from an hourly to a salary job, the vacation period shall be based on his/her status as of June 30th in the current year.

27.3 When an employee has been absent without pay for an accumulated period in excess of sixty (60) days in any one year, 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>Reduction In Vacation Credit</u>
Twelve (12) 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 or more	3 days

- **27.4 Wherever practicable vacation will be given during the last two (2) weeks in July and the first two (2) weeks in August. 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.
- 27.5 Employees who will complete the years of continuous service as prescribed in Clause 27.1.2 after June 30th in the calendar year shall be entitled to vacation in accordance with the schedule.
- 27.6 Vacations shall not be accumulative and shall be completed by May 31st of the following year.

** See Letter #8

ARTICLE 28 - HOURS OF WORK

- 28.1 The regular hours of work for office employees will be seven and one half (7 1/2) per day, Monday to Friday, with a total of thirty-seven and one-half (37 1/2) hours for the week.
- 28.2 In cases in which the use of certain special facilities in shop or office are needed, Saturday and Sunday may form part of the thirty-seven and one-half (37 1/2) hour work week, with overtime rates being paid for such two days.
- 28.3 The Company reserves the right to change from time to time the starting and stopping time; it is, however, agreed to discuss this with the Local Union before putting any such change into effect.

ARTICLE 29 - OFF-SHIFT DIFFERENTIAL

- 29.1 The off-schedule differential will be \$5.45 per shift for the second shift and the third shift, and will be paid to employees working on a schedule of hours commencing on or after 3:00 p.m.

ARTICLE 30 - MATERNITY, ADOPTION AND
PARENTAL LEAVES

MATERNITY LEAVE

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

- 1) Applicable to employees with thirteen (13) weeks or more of service prior to the date of leave or in accordance with legislation.
- 2) Employee states her intention to return to work and makes a formal application for Leave of Absence at least two weeks prior to leaving. Such application must be accompanied by a certificate from a legally qualified medical practitioner stating the expected date of birth. Formal application will be waived in the case of an employee who stops work because of birth that happens earlier than the date upon which the employee was expected to give birth.
- 3) Leave of Absence may begin no earlier than seventeen (17) weeks before the expected birth date unless an employee stops work because of complications or earlier delivery date as described in 2) above.
- 4) Leave of Absence will be granted under the following options:

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- a) Option 1 Period up to 17 weeks for Maternity Leave (Legislation) and period up to 18 weeks for Parental Leave (Legislation).

The period of leave under this option is up to 35 weeks duration.

- b) Option 2 -Comprised of the period in excess of the combined Maternity Leave and Parental Leave (Legislation).

Leave granted under this option shall not result in the employee being away from work in excess of fifty-two (52) weeks from the date of commencement of the Maternity Leave.

Only one option may be selected.

- 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 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

30.2 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 for an adoption leave of absence at least two (2) weeks prior to date of leaving.
- 3) Leave will be for a period of up to eighteen (18) weeks. Such leave may be extended only where the Adoption Agency requires a period in excess of eighteen (18) weeks.
- 4) Leave must begin no more than thirty-five (35) weeks after the child comes into custody, care and control of the employee for the first time.

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

PARENTAL LEAVES OTHER THAN ADOPTION LEAVE

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

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

- 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

- 30.4 a) Maternity leave allowance will only be paid to those employees who have Continuous Service (C.S.) of thirteen (13) weeks or more.
- b) *57
115-075* The employee who provides proof that she is receiving unemployment insurance benefits shall be paid for up to 15 weeks maternity leave allowance equivalent to 75% of the employee's weekly base rate less unemployment insurance benefits received by the employee. Payment of this allowance will cease after the employee ceases to qualify for unemployment insurance benefits.
- c) The employee who is not entitled to receive unemployment insurance benefits for all or a portion of the fifteen (15) weeks of maternity benefits, due to having been previously laid off by the Company shall be paid maternity leave allowance during Maternity Leave for up to fifteen (15) weeks at a rate equivalent to 75% of the employee's weekly base rate, less any unemployment insurance benefits received.
- d) The employee who, while employed by the Company, has received unemployment insurance benefits in connection with maternity and/or parental leaves and who is subsequently laid off by the Company without having worked sufficient time to permit maximum entitlement to unemployment insurance benefits while on layoff shall be paid, an amount equivalent to the difference between the remaining amount of unemployment insurance benefit payable in the 52 week unemployment insurance entitlement period, and the maximum amount of unemployment

insurance benefit entitlement had the employee not collected unemployment insurance benefits while on maternity and/or parental leave, plus layoff allowance top up.

ADOPTION LEAVE ALLOWANCE

30.5 a) Adoption Leave Allowance will only be paid to employees who have Continuous Service (C.S.) of nine (9) months or more.

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b) The employee who provides proof of receiving unemployment insurance benefits shall be paid adoption allowance for up to 10 weeks equivalent to 75% of the employee's weekly base rate less unemployment insurance benefits received by the employee. Payment of this allowance will cease after the employee ceases to qualify for unemployment insurance benefits.

c) The employee who is not entitled to receive unemployment insurance benefits for all or portion of the ten (10) weeks of parental benefits (for adoption), due to having been previously laid off by the Company, shall be paid adoption leave allowance during Adoption Leave for up to ten weeks at a rate equivalent to 75% of the employee's weekly base rate, less any unemployment insurance benefits received.

d) The employee who, while employed by the Company, has received unemployment insurance benefits in connection with parental leave (for adoption) and who is subsequently laid off by the Company without having worked sufficient time to permit maximum entitlement to unemployment insurance benefits shall be paid, an amount equivalent to the difference between the remaining amount of unemployment insurance benefit payable in the 52 week unemployment insurance entitlement period, and the maximum amount of unemployment insurance benefit entitlement had the employee not collected unemployment

insurance benefits while on adoption leave, plus layoff allowance top up.

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

PARENTAL LEAVE ALLOWANCE OTHER THAN ADOPTION

- 30.6 a) The following provisions apply to parental leaves, pursuant to Article 30.3, 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 a 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.
- R e) The employee who, while employed by the Company, has received unemployment insurance benefits in connection with maternity and/or parental leaves and who is subsequently laid off by the Company without having worked sufficient time to permit

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

RETURN TO WORK FOLLOWING MATERNITY, ADOPTION OR PARENTAL LEAVE

- 30.7 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 "C".
- 30.8 When an employee is ready to return from an Option 1 Maternity Leave, Adoption or other Parental Leaves, reinstatement will be to the position most recently held with the Company, if such position exists and seniority permitting, or to a comparable position, if such position does not exist and so long as seniority permits. The employee who does not have the seniority to be retained on either will be retained on an existing vacancy. If no vacancy exists, the employee will have the right to bump a junior employee on a job for which he/she is qualified, seniority permitting. The Company agrees to maintain his/her former salary rate of pay until there occurs a vacancy for which he/she is qualified in his/her original grade classification or for a period of twenty-four (24) months, whichever occurs earlier.
- 30.9 When an employee is ready to return from an Option 2 Maternity Leave, reinstatement will be to an existing vacancy. If no vacancy exists she will have the right to bump a junior employee, on a job for which she is qualified, seniority permitting.

**ARTICLE 31 - JOB POSTING BARGAINING UNIT
SPECIALISTS**

- 31.1 The Company will post jobs as needed, indicating its requirements for Bargaining Unit Specialists prior to hiring or transferring employees from outside the Bargaining Unit.
- 31.2 Prior to posting per 31.1, any former Bargaining Unit Specialists, surplused out of the Bargaining Unit Specialists ranks, will be given preferred consideration in filling such requirement, provided they have the skills and ability to perform the job.
- 31.3 Employees new to the Bargaining Unit Specialists ranks will be evaluated by their Manager after the first ninety (90) working days. At this time the performance of the job should be at a satisfactory level. In the event that the employee's performance does not meet this expected level, he/she will be returned to the job formerly held.

ARTICLE 32 - PENSION PLAN AND OTHER BENEFITS

- 32.1 The Company will provide a pension plan and other benefits as fully described in Appendix "C" to this Agreement.
- 32.2 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 "C" of this agreement.

ARTICLE: 33 - LEAVE OF ABSENCE

- 33.1 When a leave of absence is requested for personal reasons, such leave will be considered by the Company taking into consideration the employee's reason for the leave, the seniority of the employee, and the job requirements of the Company. Whenever possible, the leave will be granted. The Company will notify the employee of its decision as soon as possible.

- 33.2 Request for leave of absence *in* conjunction with vacation shall be submitted no later than eighty (80) calendar days prior to the employee's approved scheduled vacation. Such request will be answered no later than seventy (70) calendar days prior to commencement of the scheduled vacation.
- 33.3 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. On request, this leave of absence may be extended by mutual agreement. Only one (1) such leave shall be granted for the life of the agreement.
- 33.4 When the leave granted is for thirty (30) days or less, the employee shall accumulate service during such leave.
- N 33.5 EDUCATION LEAVE
- a) On request, and subject to the provisions of Article 33, 1, an employee shall be granted a leave of absence without pay for a period up to twelve (12) months for educational purposes.
- b) If upon return to work after expiry of his/her education leave, there is no vacancy for which he/she is qualified, the employee will return to his/her formerly held job and grade level and will exercise seniority under Article 12.

ARTICLE 34 - COST OF LIVING ALLOWANCE

- R 34.1 The Statistics Canada January 1994 Consumer Price Index (1986 base) published in February 1994 (131.3) will be the base for all calculations of the Cost of Living Allowance.
- R 34.2 The amount of the Cost of Living Allowance will be calculated on changes, upward or downward, in the Consumer Price Index (1986 base).

<u>CPI INDEX FOR THE MONTH OF</u>	<u>PUBLISHED IN (AND) PAYABLE IN THE FIRST PAY PERIOD THEREAFTER</u>	<u>COLA FORMULA</u>
1994 April July October	May August November	\$0.01 for each .087 change in the CPI. (1986 base)
1995 January	February	
1995 April July October	May August November	
1996 January	February	
1996 April July October	May August November	
1997 January	February	

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 (131.3) 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.

34.3 A portion of the Cost of Living Allowance (\$0.75 of \$0.82) payable under the prior Agreement has been folded into all wage schedules in Article 38 as follows:

- a) Effective February 26, 1994, \$0.25 of the \$0.82 has been folded into all schedule rates and the remaining \$0.57 per hour shall continue to be paid in addition to wage rates.
- b) Effective February 27, 1995, an additional \$0.25 of the \$0.82 has been folded into all schedule rates and

the remaining \$0.32 per hour shall continue to be paid in addition to wage rates.

- c) Effective February 26, 1996, an additional \$0.25 of the \$0.82 has been folded into all schedule rates and the remaining \$0.07 per hour shall continue to be paid in addition to wage rates.

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

R ARTICLE 35 - HEALTH AND SAFETY

35.1 The Company will continue to make reasonable provisions for the health and safety 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.

35.2 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. The Local Union may appoint one (1) member from the bargaining unit to the Joint Health and Safety Committee at each location designated as Certified Representative. The Local Union shall advise the Manager, Health and Safety in writing, of the name of the Union representative appointed by the Union to the Health and Safety Committee.

N 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.

35.3 The Company agrees that unresolved problems or concerns brought out at the local Joint Health and Safety Committee meetings will be fully evaluated and, if mutually agreed upon, rectified.

N 35.4 The Union Certified Representative will be provided with a copy of each Workers' Compensation Form 7 and a copy of each Company Accident Investigation Form (32.004 Form or equivalent) and their attachments.

N 35.5 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 responsibility 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

N 35.6 The Union Certified Representative and/or Committee will be invited to accompany management on periodic workplace safety tours.

N 35.7 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.

N 35.8 The Company, upon request from the employee, will make available to him/her the results of any test given for health and safety purposes.

N 35.9 The Company will continue its practice in providing such protective devices and apparel as are presently provided, subject to the changing requirements for such devices or apparel:

N 35.10 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 Joint 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.

ARTICLE 36 - SPECIAL CONFERENCES

- R 36.1 It is agreed that meetings may be arranged from time to time between the Company and the Union to discuss matters of mutual interest. The requesting party will provide a written agenda for the proposed meeting a minimum of two (2) weeks prior to the established date for said meeting. The appropriate party will reply in writing to items on the agenda within one (1) month of the meeting. A National Representative may attend the meeting.
- R 36.2 Local conferences may be arranged as required with the requesting party providing a written agenda for the conference. The appropriate party will reply in writing to items on the agenda within one (1) month of the meeting.
- N 36.3 The parties acknowledge that it is undesirable to address agenda items tabled for local and master special conferences in an expedient manner. Special conferences will be scheduled by mutual agreement and normally not later than six (6) weeks from the date of a written request.

ARTICLE 37 - JOB POSTING ENGINEERING TECHNICIANS

- R 37.1 The Company will post job notices, indicating its requirements for E.T.'s prior to hiring or transferring E.T.'s into the Bargaining Unit. Existing E.T.'s who express an interest, by submitting a resumé to the hiring manager, will be considered.
- 37.2 Prior to posting per 37.1, any former E.T.'s, downgraded into the clerical ranks, will be given preferred consideration in filling such requirement, provided they have the skills and ability to perform the job.

- 37.3 A committee of senior managers will review open requests for transfers or career needs including those expressed during the E.T. evaluation process. Requirements will be reviewed and where practicable such requests will be accommodated.
- 37.4 The employee will receive senior committee feedback concerning his/her outstanding requests for transfer on an annual basis through his/her immediate manager.
- N 37.5 Interviews will be extended to E.T.'s who have the appropriate skills, education and experience for the job posted under 37. I. An E.T. interviewed, but not selected, will have the opportunity to discuss development requirements with the hiring manager in order to enhance his/her career development.

R

ARTICLE 38 RATES OF PAY

A/D/S

38.1 The rate of pay and job grades shall be as set forth hereunder. All rates are monthly rates.

38.11 CLERICAL SALARY SCHEDULE - BELLEVILLE, LONDON, BRAMALEA AND KINGSTON

Effective Date of Ratification

GRADE	MINIMUM RATE	PROGRESSION SCHEDULE IN MONTHS						MAXIMUM RATE
		3	6	12	18	24	36	
	\$	\$	\$	\$	\$	\$	\$	\$
53	2,863.10	2,879.90	2,896.80	2,913.80	2,932.60	2,951.30	2,970.10	2,989.45
54	2,887.75	2,907.95	2,928.20	2,948.25	2,968.45	2,990.40	3,012.45	3,034.80
55	2,950.35	2,972.00	2,995.65	3,019.35	3,042.90	3,066.50	3,089.95	3,113.40
56	2,976.75	3,000.25	3,023.95	3,047.85	3,071.55	3,096.85	3,122.30	3,146.55
57	3,026.10	3,052.30	3,078.70	3,105.10	3,131.45	3,157.80	3,184.05	3,212.80
58	3,124.80	3,151.20	3,179.25	3,207.10	3,235.90	3,263.20	3,291.10	3,318.55
59	3,331.80	3,358.30	3,384.50	3,410.90	3,437.10	3,463.60	3,491.60	3,519.40
60	3,531.80	3,558.20	3,584.60	3,610.85	3,640.30	3,665.25	3,693.30	3,722.50
61	3,679.10	3,707.50	3,736.00	3,764.35	3,792.85	3,821.30	3,849.85	3,878.40
62	3,937.80	3,966.15	3,994.70	4,023.10	4,051.55	4,079.95	4,108.45	4,136.95
63	4,067.20	4,096.70	4,126.35	4,156.05	4,185.70	4,215.45	4,244.90	4,274.60

38.1.2 CLERICAL SALARY SCHEDULE - BELLEVILLE, LONDON, BRAMALEA AND KINGSTON
 Effective February 27, 1995

GRADE	MINIMUM RATE	PROGRESSION SCHEDULE IN MONTHS								MAXIMUM RATE
		3	6	12	18	24	36	48		
53	\$ 2,935.95	\$ 2,952.75	\$ 2,969.65	\$ 2,986.65	\$ 3,005.45	\$ 3,024.15	\$ 3,042.95	\$ 3,062.30	\$ 3,085.80	\$ 3,108.15
54	2,961.10	2,981.30 2,981.30	3,001.55	3,021.60	3,041.80	3,063.75	3,085.80	3,108.15	3,130.65	3,153.10
55	3,023.05	3,044.70	3,068.35	3,092.05	3,115.60	3,139.20	3,162.65	3,186.10	3,209.35	3,231.55
56	3,049.80	3,073.30	3,097.00	3,120.90	3,144.60	3,169.90	3,195.35	3,219.60	3,243.55	3,266.55
57	3,099.85	3,126.05	3,152.45	3,178.85	3,205.20	3,231.55	3,257.80	3,286.55	3,311.80	3,336.45
58	3,198.05	3,224.45	3,252.50	3,280.35	3,309.15	3,336.45	3,364.35	3,391.80	3,418.50	3,445.00
59	3,430.90	3,457.40	3,483.60	3,510.00	3,536.20	3,562.70	3,590.70	3,618.50	3,645.00	3,671.50
60	3,634.30	3,660.70	3,687.10	3,713.35	3,742.80	3,771.75	3,801.40	3,831.50	3,861.50	3,891.50
61	3,784.20	3,812.60	3,841.10	3,869.45	3,897.95	3,926.40	3,954.95	3,983.50	4,012.05	4,040.35
62	4,043.20	4,071.55	4,100.10	4,128.50	4,156.95	4,185.35	4,213.85	4,242.35	4,270.85	4,299.30
63	4,174.80	4,204.30	4,233.95	4,263.65	4,293.30	4,323.05	4,352.50	4,382.20	4,411.50	4,440.50

38.1.3 CLERICAL SALARY SCHEDULE - BELLEVILLE, LONDON, BRAMALEA AND KINGSTON

Effective February 26, 1996

GRADE	MINIMUM RATE	PROGRESSION SCHEDULE IN MONTHS							MAXIMUM RATE
		3	6	12	18	24	36	48	
	\$	\$	\$	\$	\$	\$	\$	\$	
53	3,023.40	3,040.20	3,057.10	3,074.10	3,092.90	3,111.60	3,130.40	3,149.75	
54	3,049.25	3,069.45	3,089.70	3,109.75	3,129.95	3,151.90	3,173.95	3,196.30	
55	3,110.95	3,132.60	3,156.25	3,179.95	3,203.50	3,227.10	3,250.55	3,274.00	
56	3,138.20	3,161.70	3,185.40	3,209.30	3,233.00	3,258.30	3,283.75	3,308.00	
57	3,189.30	3,215.50	3,241.90	3,268.30	3,294.65	3,321.00	3,347.25	3,376.00	
58	3,287.50	3,313.90	3,341.95	3,369.80	3,398.60	3,425.90	3,453.80	3,481.25	
59	3,547.10	3,573.60	3,599.80	3,626.20	3,652.40	3,678.90	3,706.90	3,734.70	
60	3,754.90	3,781.30	3,807.70	3,833.95	3,863.40	3,888.35	3,916.40	3,945.60	
61	3,908.20	3,936.60	3,965.10	3,993.45	4,021.95	4,050.40	4,078.95	4,107.50	
62	4,168.80	4,197.15	4,225.70	4,254.10	4,282.55	4,310.95	4,339.45	4,367.95	
63	4,303.25	4,332.75	4,362.40	4,392.10	4,421.75	4,451.50	4,480.95	4,510.65	

GRADES 53 - 63

BELLEVILLE, LONDON, BRAMALEA AND KINGSTON

- 38.1.4.1 HIRING AND PROGRESSION SCHEDULES:
- a) An inexperienced employee is started at the minimum rate for the assigned grade and rerated at the schedule intervals shown.
 - b) When hiring an employee the Company may, if it deems necessary, give an employee credit for his/her qualifications and/or his/her previous experience and assign such an employee to an appropriate step in the Progression Schedule above the minimum rate.
 - c) All progression rerates will be effective at the beginning of the payroll period in which the completion of the required schedule intervals, at the rate on the grade assigned, occurs.
 - d) Progression rerates may be withheld for just cause for a period of three (3) months. The period of deferment shall be reflected in the subsequent steps of the schedule.
 - e) In the case of continuous absence of over one month on the part of an employee, the normal time interval until the next scheduled progression increase shall be deferred by as many pay periods as the number of such complete pay periods of absence beyond the first month, and the period of deferment will be reflected in the subsequent steps of the schedule.
- 38.1.4.2 RECLASSIFICATION TO GRADES 53-63 SALARY SCHEDULE:
- When an employee is transferred to the 53-63 salary schedule from an hourly rated job, the Company will assign a step rate within the range of the appropriate

grade, giving consideration to the employee's qualifications and to the prevailing rates paid other employees on similar or related work. The assignment to such rate will take effect on the date of transfer.

38.1.4.3 **RERATING AFTER UPGRADING:**

- a) An employee who is "upgraded will be rerated to the step in the higher grade immediately preceding the step currently held at the beginning of the payroll period in which the date of the upgrade occurs. (e.g. from the 6 month progression step in grade 56 to the 3 month progression step in grade 57).
 - b) An employee who is *upgraded two grades will be rerated to the rate in the higher grade two steps preceding the step currently held at the beginning of the payroll period in which the date of the upgrade occurs.
 - c) An employee upgraded to fill a temporary vacancy caused through vacation, emergency requirements or temporary fluctuations in workload, will be rerated in accordance with paragraphs (a) or (b) of 38.1.4.3 except that the revised rate will become effective at the beginning of the payroll period in which the date of the temporary assignment occurs. When the temporary assignment is completed, the employee shall be downgraded and given rate treatment in keeping with paragraph 38.1.4.4 (b).
 - d) Employees reinstated to a former job or grade will be rerated as follows, if it is preferable to treatment under (a) or (b) of 38.1.4.3.
- * In those cases in which a notice is posted in accordance with Article 19 and filled by promotion, the date of the upgrade is the day on which the selected applicant's name is posted on the notice board.

- 1) If the former rate or its present equivalent^{***} in the higher grade is below the current 48 month progression step rate, the employee's former rate or its present equivalent shall be restored at the beginning of the payroll period in which the date of reinstatement occurs. The employee will be rerated to the next step in the progression schedule of the higher grade after bearing the rate or its present equivalent for the specified interval.

*** For the purpose of this Salary Administration Plan "present equivalent" is defined as former rate held plus intervening general adjustments.

38.1.4.4 **RERATING AFTER DOWNGRADING:**

- a) In the case of downgrading, an employee will be derated to a rate within the range of the assigned lower grade giving consideration to the ability to perform the work and the prevailing rates of other employees on similar or related work. If an employee is downgraded to a job that he/she had previously held, his/her rate shall not be reduced below his/her former rate on such job or its present equivalent at the time of downgrading. The new rate shall become effective at the beginning of the payroll period one month after the date of downgrading.
- b) An employee downgraded following a temporary assignment shall be derated to his/her former rate or to its present equivalent in the lower grade, at the beginning of the payroll period immediately subsequent to the date of downgrading.

38.1.4.5 No employee will be assigned to a job without a grade.

38.2 The rate of pay and labour grades shall be as set forth hereunder. All rates are monthly rates.

38.2.1 TECHNICAL SALARY SCHEDULES - BELLEVILLE, LONDON, BRAMALEA AND KINGSTON

Effective Date of Ratification

GRADE SEE NOTES			MINIMUM RATE	PROGRESSION SCHEDULE IN MONTHS						MAXIMUM RATE
(A)	(B)	(C)		6	12	18	24	30	42	54
			\$	\$	\$	\$	\$	\$	\$	\$
GTS3	TS3	ATS3	4,888.70	4,922.20	4,955.60	4,989.05	5,022.50	5,055.95	5,089.35	5,122.75
GTS2	TS2	ATS2	4,683.90	4,717.35	4,750.75	4,784.20	4,817.65	4,851.05	4,884.50	4,917.95
GTS1	TS1	ATS1	4,479.10	4,512.55	4,546.00	4,579.35	4,612.80	4,646.25	4,679.70	4,713.15
GTSA	TSA	ETA	4,124.20	4,157.65	4,191.10	4,224.55	4,258.00	4,291.40	4,324.80	4,358.25
GTSA	TSB	ETB	3,924.75	3,958.15	3,991.55	4,025.00	4,058.45	4,091.90	4,125.30	4,158.75
GTSC	TSC	ETC	3,652.70	3,682.10	3,711.50	3,741.15	3,770.60	3,800.10	3,829.50	3,859.00
GTSD	TSD	ETD	3,528.85	3,554.25	3,579.70	3,605.20	3,630.65	3,656.10	3,681.55	3,707.00
GTSE	TSE	ETE	3,413.25	3,438.70	3,464.15	3,489.60	3,515.05	3,540.50	3,565.95	3,591.40
	ETT		2,806.45	Incremental Step			38.80			

NOTES: (A) GRADUATE TECHNOLOGICAL SPECIALISTS
(B) TECHNOLOGICAL SPECIALISTS
(C) ENGINEERING TECHNICIANS

Assignments to Categories (A), (B), & (C) shall be in accordance with the Technical Salary Administration Plan.

C.A.W. #1525, #1530, #1535, 1837

38.2.2 TECHNICAL SALARY SCHEDULES - BELLEVILLE, LONDON, BRAMALEA AND KINGSTON

Effective February 27, 1995

GRADE SEE NOTES			MINIMUM RATE		PROGRESSION SCHEDULE IN MONTHS					MAXIMUM RATE
(A)	(B)	(C)			12	18	24	30	42	54
			\$	\$	\$	\$	\$	\$	\$	\$
GTS3	TS3	ATS3	5,004.70	5,038.20	5,071.60	5,105.05	5,138.50	5,171.95	5,205.35	5,238.75
GTS2	TS2	ATS2	4,796.85	4,830.30	4,863.70	4,897.15	4,930.60	4,964.00	4,997.45	5,030.90
GTS1	TS1	ATS 1	4,589.05	4,622.50	4,655.95	4,689.30	4,722.75	4,756.20	4,789.65	4,823.10
GTSA	TSA	ETA	4,233.10	4,266.55	4,300.00	4,333.45	4,366.90	4,400.30	4,433.70	4,467.15
GTSB	TSB	ETB	4,030.50	4,063.90	4,097.30	4,130.75	4,164.20	4,197.65	4,231.05	4,264.50
GTSC	TSC	ETC	3,757.45	3,786.85	3,816.35	3,845.90	3,875.35	3,904.85	3,934.25	3,963.75
GTSD	TSD	ETD	3,631.05	3,656.45	3,681.90	3,707.40	3,732.85	3,758.30	3,783.75	3,809.20
GTSE	TSE	ETE	3,513.55	3,539.00	3,564.45	3,589.90	3,615.35	3,640.80	3,666.25	3,691.70
	ETT		2,874.60	Incremental Step			39.20			

NOTES: (A) GRADUATE TECHNOLOGICAL SPECIALISTS
 (B) TECHNOLOGICAL SPECIALISTS
 (C) ENGINEERING TECHNICIANS

Assignments to Categories (A), (B), & (C) shall be in accordance with the Technical Salary Administration Plan.

38.2.3 ~~TECHNICAL SALARY SCHEDULES - BELLEVILLE, LONDON, BRAMALEA AND KINGSTON~~

Effective February 26, 1996

GRADE SEE NOTES			MINIMUM RATE	PROGRESSION SCHEDULE IN MONTHS						MAXIMUM RATE	
(A)	(B)	(C)		6	12	18	24	30	42	54	
			\$	\$	\$	\$	\$	\$	\$	\$	
GTS3	TS3	ATS3	5,145.75	5,179.25	5,212.65	5,246.10	5,279.55	5,313.00	5,346.40	5,379.80	
GTS2	TS2	ATS2	4,933.90	4,967.35	5,000.75	5,034.20	5,067.65	5,101.05	5,134.50	5,167.95	
GTS1	TS1	ATS1	4,722.05	4,755.50	4,788.95	4,822.30	4,855.75	4,889.20	4,922.65	4,956.10	
G TSA	TSA	E T A		4,363.30	4,396.75	4,430.20	4,463.65	4,497.10	4,530.50	4,563.90	4,597.35
G TSB	TSB	ETB	4,156.55	4,189.95	4,223.35	4,256.80	4,290.25	4,323.70	4,357.10	4,390.55	
G TSC	TSC	ETC	3,881.05	3,910.45	3,939.95	3,969.50	3,998.95	4,028.45	4,057.85	4,087.35	
G TSD	TSD	ETD	3,751.35	3,776.75	3,802.20	3,827.70	3,853.15	3,878.60	3,904.05	3,929.50	
G TSE	TSE	ETE	3,631.35	3,656.80	3,682.25	3,707.70	3,733.15	3,758.60	3,784.05	3,809.50	
	ETT		2,956.45	Incremental Step			39.80				

NOTES (A) GRADUATE TECHNOLOGICAL SPECIALISTS
(B) TECHNOLOGICAL SPECIALISTS
(C) ENGINEERING TECHNICIANS

Assignments to Categories (A), (B), & (C) shall be in accordance with the Technical Salary Administration Plan.

R 38.3 The rates of pay and labour grades shall be as set forth hereunder. All rates are monthly rates.

38.3.1 TECHNICAL TRAINEE SALARY SCHEDULES
BELLEVILLE, LONDON, BRAMALEA AND KINGSTON

Effective Date of Ratification

Grade	Minimum	Incremental Step
ETT	\$2,806.45	\$38.80

38.3.2 TECHNICAL TRAINEE SALARY SCHEDULES
BELLEVILLE, LONDON, BRAMALEA AND KINGSTON

Effective February 27, 1995

Grade	Minimum	Incremental Step
ETT	\$2,874.60	\$39.20

Effective February 27, 1995 Salary Schedule adjusted by 1.00% of 1993 Schedule plus COLA Fold-in.

38.3.3 TECHNICAL TRAINEE SALARY SCHEDULES
BELLEVILLE, LONDON, BRAMALEA AND KINGSTON

Effective February 26, 1996

Grade	Minimum	Incremental step
ETT	\$2,956.45	\$39.80

Effective February 26, 1996 Salary Schedule adjusted by 1.00% of 1993 Schedule plus COLA Fold-in.

38.4 TECHNICAL SALARY ADMINISTRATION PLAN
BELLEVILLE, LONDON, BRAMALEA AND KINGSTON
WORKS

38.4.1 HIRING:

- a) The Company will classify employees hired for assignments covered by the Technical Salary Schedules as Technical Trainees, Grade ETT, or if it deems necessary assign such employees to a tentative grade in the published Technical Salary Schedule.
- b) The Company will establish starting salaries within the range of the assigned grade giving consideration to the newly hired employee's education, experience and other qualifications.

38.4.2 RECLASSIFICATION TO TECHNICAL RANKS:

- a) In reclassifying employees from other salaried or hourly rated occupations to assignments covered by the Technical Salary Schedules the Company will classify such employees as Technical Trainees, grade ETT, or if it deems necessary assign such employees to a tentative grade in the published Technical Salary Schedule.
- b) The Company will establish starting salaries in accordance with 38.4.1 (b) above. Such salaries will take effect coincidental with the date of reclassification.

38.4.3 PROGRESSION INCREASES:

- a) Salary treatment shall be in accordance with the current issue of the Technical Salary Schedule and in keeping with the established grade to which each individual technical employee has been assigned.
- b) Progression incremental increases will be granted at the beginning of the pay periods nearest to June 1st and December 1st in each year.

- c) Progression increases may be withheld for just cause.

38.4.4 UPGRADING AND DOWNGRADING:

- * a) Evaluation of employees assigned to the Technical Salary Schedule will take place once each year during the months of March and April.
- b) UPGRADING When an employee is upgraded from ETE or higher, he/she will receive a salary increase equal to the incremental step of the newly assigned grade at the beginning of the payroll period nearest to June 1st.
- c) DOWNGRADING - In the event of downgrading, the Company will assign the employee to a rate within the salary range of the lower grade, in keeping with his/her technical contribution, his/her ability to perform the job functions, and with consideration being given to the salaries of employees performing similar work.

* See Letter #5

38.4.5 TECHNICAL TRAINEES "ETT":

- a) Progression incremental increases will be granted at the beginning of the pay periods nearest to June 1st and December 1st in each year, provided the employee meets all the performance requirements of the assignment. Failure to meet these requirements could result in reclassification to a non-technical assignment or separation from the Company.
- b) No employee will remain on the Technical Trainee Salary Schedule for a period longer than the elapsed time between date of hiring and/or reclassification and the third subsequent major evaluation period. At any of the major evaluation periods (which occurs in the months of March and April of each year), an employee may be proposed for review and possible reclassification to the Technical Salary Schedule.

- c) When an employee is reclassified from the Technical Trainee Schedule (Grade ETT) to the Technical Salary Schedule, he/she will be assigned to an appropriate step in the grade to which he/she is reclassified. The amount to be no less than an incremental step.

38.5 The rate of pay and labour grades shall be as set forth hereunder. All rates are monthly rates

38.5.1 BARGAINING UNIT SPECIALISTS SALARY SCHEDULES - **BELLEVILLE, LONDON, BRAMALEA AND KINGSTON**

GRADE	Effective Date of Ratification						
	MINIMUM RATE	PROGRESSION SCHEDULE IN MONTHS					MAXIMUM RATE
	\$	6 \$	12 \$	18 \$	24 \$	36 \$	48 \$
A	3,636.80	3,689.30	3,742.75	3,797.15	3,852.55	3,908.90	3,966.30
B	3,878.50	3,933.90	3,990.25	4,047.65	4,106.10	4,165.60	4,226.15
C	4,512.50	4,545.95	4,579.30	4,612.75	4,646.20	4,679.65	4,713.10
D	4,922.20	4,955.60	4,989.05	5,022.50	5,055.95	5,089.35	5,122.75

38.5.2 BARGAINING UNIT **SPECIALISTS** SALARY SCHEDULES - **BELLEVILLE, LONDON, BRAMALEA** AND KINGSTON

Effective February **27, 1995**

GRADE	MINIMUM RATE	PROGRESSION SCHEDULE IN MONTHS						MAXIMUM RATE
		6	12	18	24	36	48	
	\$	\$	\$	\$	\$	\$	\$	
A	3,743.35	3,795.85	3,849.30	3,903.70	3,959.10	4,015.45	4,072.85	
B	3,985.35	4,040.75	4,097.10	4,154.50	4,212.95	4,272.45	4,333.00	
C	4,622.45	4,655.90	4,689.25	4,722.70	4,756.15	4,789.60	4,823.05	
D	5,038.20	5,071.60	5,105.05	5,138.50	5,171.95	5,205.35	5,238.75	

38.5.3 BARGAINING UNIT SPECIALISTS SALARY SCHEDULES - **BELLEVILLE, LONDON, BRAMALEA AND KINGSTON**Effective February **26, 1996**

GRADE	MINIMUM RATE		PROGRESSION SCHEDULE IN MONTHS					MAXIMUM RATE
		6	12	18	24	36	48	
	\$	\$	\$	\$	\$	\$	\$	
A	3,869.25	3,921.75	3,975.20	4,029.60	4,085.00	4,141.35	4,198.75	
B	4,112.80	4,168.20	4,224.55	4,281.95	4,340.40	4,399.90	4,460.45	
C	4,755.45	4,788.90	4,822.25	4,855.70	4,889.15	4,922.60	4,956.05	
D	5,179.25	5,212.65	5,246.10	5,279.55	5,313.00	5,346.40	5,379.80	

38.6 BARGAINING UNITS SPECIALISTS ADMINISTRATION
PLAN BELLEVILLE, LONDON, BRAMALEA AND
KINGSTON WORKS

38.6.1 HIRING:

- a) Employees hired for assignments covered by the Bargaining Unit Specialists Salary Schedules will start at the minimum rate for the assigned grade and rerated at the schedule intervals shown.
- b) The Company may, if it deems necessary, start within the range of the assigned grade giving consideration to the newly hired or transferred - in employee's education, experience and other qualifications.

38.6.2 PROGRESSION INCREASES:

- a) All progression rerates will be effective at the beginning of the payroll period in which the completion of the required schedule intervals, at the rate on the grade assigned, occurs.
- b) In the case of continuous absence of over one month on the part of an employee, the normal time interval until the next scheduled progression increase shall be deferred by as many pay periods as the number of such complete pay periods of absence beyond the first month, and the period of deferment will be reflected in the subsequent steps of the schedule.
- c) Progression increases may be withheld for just cause.

38.6. UPGRADING AND DOWNGRADING:

- a) UPGRADING - An employee who is upgraded will be rerated to at least the first progression step in the higher grade which gives the employee an increased rate of pay.
- b) DOWNGRADING - In the event of downgrading, the Company will assign the employee to a rate within the salary range of the lower grade in keeping

with his/her ability to perform the job functions. and with consideration being given to the salaries of employees performing similar work.

ARTICLE 39 - PAID EDUCATIONAL LEAVE (P.E.L.)

- 39.1 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 CAW Canadian Paid Education Leave Program, Administration Office, P.O. Box 897, Port Elgin, Ontario, NOH 2C0.
- 39.2 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.
- 39.3 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.
- 39.4 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.

ARTICLE 40 - CALL-IN AND TRAVEL TIME PAY

- 40.1 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 hours' pay at the employee's base rate whichever is greater.

- 40.2 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.
- 40.3 When an employee is required to travel more than 40 Km away from his/her home plant on a work related assignment, he/she will be paid up to a maximum of seven and one half (7.5) hours travel time at straight time rates for the time spent travelling at the Company's request, between the hours of 6:00 A.M. to 12:00 Noon, 1:00 P.M. to 5:00 P.M., and 6:00 P.M. to 12:00 Midnight. Whenever possible, travel time will be scheduled during working hours.

Travel time will not apply when employees are travelling for training purposes.

ARTICLE 41 - MODIFICATION, RENEWAL AND
TERMINATION

R ~~41.1~~ This Agreement shall become effective on the 26th Day of February, 1994 and shall remain in full force and effect up to ~~and inclusive of February 25th, 1997.~~ This Agreement 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 except that the duration of this Agreement cannot be altered.

41.2 This Agreement shall be renewed automatically from year to year unless either party gives to the other within the ninety (90) days before the expiry date, notice of termination or notice of desire to negotiate amendments hereto. Within ten (10) days after notice to negotiate amendments is given, a conference shall be held to consider such proposed amendments. In the event of such notice, all conditions of this Agreement shall remain in effect until a new agreement is ratified or until the Union is entitled by law to commence a legal strike or the Company is permitted to lock out.

IN WITNESS hereof the parties thereto have executed this Agreement on the 26th day of February, 1994.

NATIONAL AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS UNION OF CANADA, (CAW-CANADA) AND ITS LOCALS 1525, 1530, 1535 and 1837 (OFFICE UNIT)

Local 1525	Bob Pietersma Rod Pederson
Local 1530	Rick Rose Mary Jane MacKinnon
Local 1535	Seth Inglis Penny Cann Ron Corke Don Cushing
Local 1837	Charlie Stock Kevin Arsenault
National	Seth Inglis Peter Kennedy

FOR NORTHERN TELECOM CANADA LIMITED

London	Wayne McAlpine Nancy Gray
Belleville	Bob Tremblay Lorrie Maracle
Bramalea	Joe Stamboulie Pam Jackson Jaana Harkonen
Kingston	Bill Fowler
Central Region	Ken Kellett Carmine Domanico

RECOGNITION - LONDON

The Company recognizes the Union as the sole collective bargaining agency for all technical, office and clerical employees of Northern Telecom Canada Limited, at its manufacturing division in the County of Middlesex, Ontario, save and except section managers, persons above the rank of section managers, engineers, members of the personnel department, nurses, and secretaries reporting to the Director Level and above.

In addition to the above, specialists performing functions in purchasing, business systems, control/accounting, marketing and materials management are also excluded and listed in the Letter of Agreement.

Before the Company excludes from the Bargaining Unit any newly created job, other than those covered by this Appendix, the Company will discuss the new job with the Local Union President and review the work to be performed.

In the event of a dispute, concerning the exclusion of a new job, it will be considered a part of the normal grievance procedure.

In any one year, no more than 5% of the number of eligible technical staff will be classified as engineering associates provided the individual has so requested. The criteria for classification as an engineering associate will be as follows:

Assignment to duties falling in the sphere of engineering activity and responsibility and ability to meet one of the following requirements:

- a) Honours graduate or equivalent in science or mathematics.
- b) Evaluation by A.P.E.O. as requiring three (3) or fewer papers for professional recognition and pursuing studies towards full recognition.

RECOGNITION • BELLEVILLE

The Company recognizes the Union as the sole collective bargaining agency for all technical, office and clerical employees of Northern Telecom Canada Limited, at its manufacturing division in the County of Hastings, Ontario, save and except section managers, persons above the rank of section manager, engineers, members of the personnel department, nurses, secretaries reporting to the Cabinet Director level and above, and those listed in the Letter of Agreement.

In addition to the above, specialists performing functions in purchasing, business systems, control/accounting, and marketing, are also excluded and listed in the letter of Agreement.

Before the Company excludes from the Bargaining Unit any newly created job, other than those covered by this Appendix, the Company will discuss the new job with the Local Union President and review the work to be performed.

In the event of a dispute, concerning the exclusion of a new job, it will be considered as part of the normal grievance procedure.

In any one year, no more than 5% of the number of eligible technical staff will be classified as engineering associates provided the individual has so requested. The criteria for classification as an engineering associate will be as follows:

Assignment to duties falling in the sphere of engineering activity and responsibility and ability to meet one of the following requirements:

- a) Honours graduate or equivalent in science or mathematics.
- b) Evaluation by A.P.E.O. as requiring three (3) or fewer papers for professional recognition and pursuing studies towards full recognition.

RECOGNITION - BRAMALEA

The Company recognizes the Union as the sole collective bargaining agency for all technical, office and clerical employees of Northern Telecom Canada Limited, at its manufacturing divisions and research development branch laboratory in the County of Peel, Ontario, save and except section managers, persons above the rank of section manager, engineers, members of the personnel department, nurses, secretaries reporting to the Director level and above, and those listed in the Letter of Agreement.

In addition to the above, specialists performing functions in purchasing, business systems, control/accounting, marketing, manufacturing, engineering and installation are also excluded and listed in the letter of Agreement.

Before the Company excludes from the Bargaining Unit any newly created job, other than those covered by this Appendix, the Company will discuss the new job with the Local Union President and review the work to be performed.

In the event of a dispute, concerning the exclusion of a new job, it will be considered as part of the normal grievance procedure.

In any one year, no more than 3% of the number of eligible technical staff will be classified as engineering associates provided the individual has so requested. The criteria for classification as an engineering associate will be as follows:

Assignment to duties falling in the sphere of engineering activity and responsibility and ability to meet one of the following requirements:

- a) Honours graduate or equivalent in science or mathematics.
- b) Evaluation by A.P.E.O. as requiring three (3) or fewer papers for professional recognition and pursuing studies towards full recognition.

The Company recognizes the Union as the sole collective bargaining agency for all technical, office and clerical employees of Northern Telecom Canada Limited, at its manufacturing division, Kingston Works, in Kingston Township, Ontario, save and except section managers, persons above the rank of section manager, engineers, members of the personnel department, nurses, secretaries to the Manufacturing Manager or equivalent or higher and secretaries to managers reporting directly to the Manufacturing Manager or equivalent.

In addition to the above, specialists performing functions in purchasing, business systems, control/accounting, and manufacturing are also excluded and listed in the Letter of Agreement.

Before the Company excludes from the Bargaining Unit any newly created job, other than those covered by this Appendix, the Company will discuss the new job with the Local Union Chairperson and review the work to be performed.

In the event of a dispute, concerning the exclusion of a new job, it will be considered as part of the normal grievance procedure.

In any one year, no more than 5% of the number of eligible technical staff will be classified as engineering associates provided the individual has so requested. The criteria for classification as an engineering associate will be as follows:

Assignment to duties falling in the sphere of engineering activity and responsibility and ability to meet one of the following requirements:

- a) Honours graduate or equivalent in science or mathematics.
- b) Evaluation by A.P.E.O. as requiring three (3) or fewer papers for professional recognition and pursuing studies towards full recognition.

APPENDIX "B"

In order to obviate difficulties of application and interpretation of certain provisions of this Agreement, letters of understanding and/or agreement have been exchanged between the parties outlining specific agreements reached; in addition, commitments made by the parties during negotiations have been confirmed by letter.

- R The letters referred to in the previous paragraph have been exchanged between S. Inglis on behalf of the Union and K.W. Kellett on behalf of the Company and are reproduced in this Appendix to the Agreement.

LETTER #1

RE: RECOGNITION - LONDON

This letter is written to clarify Article 1 and Appendix "A" Recognition of the Collective Agreement entered into between the parties. It is agreed that the excluded specialists functions being performed at present are:

Business Systems Analysts
Control/Accounting Analysts
Marketing Analysts - Price Development and Major Quotes
-Forecasting
Product Management
Market Research/Information
Finished Goods and
Operations Planning Analysts Materials Management

It is agreed that persons in these excluded specialist functions as of February 25, 1991 shall continue to be excluded from the bargaining unit so long as they remain in these functions.

Otherwise the determination of whether or not persons performing these functions are excluded from the bargaining unit will be based upon the requirement for a relevant University Degree or Professional Accreditation for the effective performance of these functions. It is agreed that persons in the future performing specialist functions not meeting the above criteria will be considered as falling under the Bargaining Unit Specialists group.

As a position associated with functions listed above becomes available, the requirements of that position will be reviewed to determine whether the position meets the excluded criteria or falls within the new Bargaining Unit Specialist group. The Company will discuss this with the Union prior to that determination. Any Bargaining Unit employee transferred into an excluded function will be discussed with the Union prior to the transfer taking place.

LETTER #2

RE: RECOGNITION - BELLEVILLE

This letter is written to clarify Article 1 and Appendix "A" Recognition of the Collective Agreement entered into between the parties. It is agreed that the excluded specialists functions being performed at present are:

- Business Systems Analysts
- Control/Accounting Analysts
- Marketing Analysts - Quotations
 - Forecasting
 - Price Development
 - Product Management
- Operations Planning Analysts - Materials Management
 - Engineering

It is agreed that persons in these excluded specialist functions as of February 25, 1991 shall continue to be excluded from the bargaining unit so long as they remain in these functions.

Otherwise the determination of whether or not persons performing these functions are excluded from the bargaining unit will be based upon the requirement for a relevant University Degree or Professional Accreditation for the effective performance of these functions. It is agreed that persons in the future performing specialist functions not meeting the above criteria will be considered as falling under the Bargaining Unit Specialists group.

As a position associated with functions listed above becomes available, the requirements of that position will be reviewed to determine whether the position meets the excluded criteria or falls within the new Bargaining Unit Specialist group. The Company will discuss

this with the Union prior to that determination. Any Bargaining Unit employee transferred into an excluded function will be discussed with the Union prior to the transfer taking place.

Annually, the Company agrees to have full discussion on excluded positions falling within the above functions to ensure understanding by the local union. At that time, the number of employees in these functions will be provided.

Organization charts pertaining to the Belleville Plant will be provided to the local union quarterly.

R 2) Confidential Secretaries - 3

LETTER #3

RE: RECOGNITION - BRAMALEA

This letter is written to clarify Article I and Appendix "A" - Recognition of the Collective Agreement entered into between the parties. It is agreed that the excluded specialists functions being performed at present are:

- Business Systems Analysts
- Control/Accounting Analysts
- Marketing Analysts - Quotations
 - Forecasting
 - Price Development
 - Product Management
 - Market Research
- Presentation Specialist
- Customer Service - Field Service Representative
- Operations Planning Analysts - Manufacturing
 - Engineering

It is agreed that persons in these excluded specialist functions as of February 25, 1991 shall continue to be excluded from the bargaining unit so long as they remain in these functions.

Otherwise the determination of whether or not persons performing these functions are excluded from the bargaining unit will be based

upon the requirement for a relevant University Degree or Professional Accreditation for the effective performance of these functions. It is agreed that persons in the future performing specialist functions not meeting the above criteria will be considered as falling under the Bargaining Unit Specialists group.

As a position associated with functions listed above becomes available the requirements of that position will be reviewed to determine whether the position meets the excluded criteria or falls within the new Bargaining Unit Specialist group. The Company will discuss this with the Union prior to that determination. Any Bargaining Unit employee transferred into an excluded function will be discussed with the Union prior to the transfer taking place.

Annually, the Company agrees to have full discussion on excluded positions falling within the above functions to ensure understanding by the local union. At that time, the number of employees in these functions will be provided.

Organization charts pertaining to the Bramalea Plant will be provided to the local union quarterly.

LETTER #4

RE: RECOGNITION - KINGSTON

This letter is written to clarify Article I and Appendix "A" Recognition of the Collective Agreement entered into between the parties. It is agreed that the excluded specialists functions being performed at present are:

Business Systems Analysts
Control/Accounting Analysts
Operations Planning Analysts - Materials Management

It is agreed that persons in these excluded specialist functions as of February 25, 1991 shall continue to be excluded from the bargaining unit so long as they remain in these functions.

Otherwise the determination of whether or not persons performing these functions are excluded from the bargaining unit will be based

upon the requirement for a **relevant** University Degree or Professional Accreditation for the effective performance of these functions. It is agreed that persons in the future performing specialist functions not meeting the above criteria will be considered as falling under the Bargaining Unit Specialists group.

As a position associated with functions listed above becomes available, the requirements of that position will be reviewed to determine whether the position meets the excluded criteria or falls within the new Bargaining Unit Specialist group. The Company will discuss this with the Union prior to that determination. Any Bargaining Unit employee transferred into an excluded function will be discussed with the Union prior to the transfer taking place.

Annually, the Company agrees to have full discussion on excluded positions falling within the above functions to ensure understanding by the local union. At that time, the number of employees in these functions will be provided.

Organization charts pertaining to the Kingston Plant will be provided to the local union quarterly.

LETTER #5

RE: E.T. EVALUATION PLAN (REF. ART. 38)

The Company recognizes the need for knowledge of the evaluation process and clear understanding of E.T. career development opportunities. The Company will conduct information meetings for Engineering Technicians/Technologists to present the evaluation criteria and procedure, consistent with the routine outlined in this letter.

1) **PRE-EVALUATION INTERVIEW:**

Before evaluation takes place, the E.T. will have an interview with his/her immediate manager. At this interview the employee will have the opportunity to ensure that his/her manager is fully aware of his/her achievements during the previous year, express his/her personal desire concerning other assignments within the technical field and outline his/her individual career aspirations and interest.

2) GROUP REVIEW:

R The performance and grade evaluation, as well as expressed career interests, will be presented at group meetings for assessment to ensure equitable treatment. Career development group reviews will be conducted with engineering career development reviews to ensure all technical employees are considered for opportunities that may arise. Each meeting will be chaired by a senior engineering manager and composed of technical managers able to contribute to the evaluation.

3) POST EVALUATION REVIEW:

Subsequent to the group review, the manager will meet with each E.T. to discuss the results of his/her evaluation. The focus of the discussion will be of a constructive nature, covering feedback on the performance and grade evaluation, skills and qualities, expressed career interests and advice regarding development activity which will enhance the individual's ability to achieve his/her expressed career goals.

During the post review interview, the E.T. will have the opportunity to review his/her career development and evaluation forms including the degree scores. Upon request, he/she will be given a copy of the completed evaluation form. The post evaluation will be completed within one (1) month following the effective date of the evaluation.

Should a dispute result from such a review, such dispute will be subject to the grievance procedure.

N Should an E.T. request that the Company provide him with his past three (3) years of point scores and completed evaluation forms, such request will be granted.

LETTER #6

RE: EMPLOYEES DISPLACED THROUGH
TECHNOLOGICAL CHANGE

When the Company introduces new equipment and such introduction has the direct result of:

- a) displacing 10 or more employees in any one bargaining unit, or
- b) changing the immediate jobs of 10 or more employees, in any one bargaining unit, by establishing a different grade classification, the Company will extend an opportunity for training on a vacant job at the same grade classification within the local bargaining unit to such displaced employees, provided they have the potential and education to be so trained.

LETTER #7

R SUPERVISOR'S POLICY MANUAL

This letter will record the Company's agreement to supply the Union locals with any copy of a Company Supervisor's Policy Manual. Such manual will not form part of the collective agreement.

The supply of such manual will in no way give, alter, or take away any rights existing under the collective agreement between the parties.

LETTER #8

RE: VACATIONS (REF. ART. 27)

This letter is written to record that while it is not Company policy to allow employees to work instead of taking vacations, it is agreed that whenever the Company requests an employee to work in place of taking his/her vacation and the employee agrees to perform such work, the employee will be paid at one and one-half (1 1/2) times his/her equivalent hourly rate for all such time worked in addition to his/her regular vacation pay.

LETTER #9

RE: APPENDIX "A"

Discussions during 1994 negotiations led to an acknowledgment by the parties of a need for a forum to have ongoing dialogue in connection with the interlocking responsibilities of management and bargaining unit members. This dialogue is intended as a means for the parties to develop a thorough understanding of each other's viewpoint on issues related to Appendix "A" and Appendix "B", Letters 2 to 4. This forum will provide the opportunity for the parties to explore and construct, if

possible. guidelines which will lead to a common approach to the changing configuration of the workplace. This will also be a forum to raise and openly discuss issues related to the roles that non-bargaining unit employees have within the workplace.

A group consisting of members from the local management committee and Local Union appointees will consider the situations brought forward by either the Company or the Union. This group may consult with other resources, such as the CAW Assistant to the Secretary Treasurer or the Regional Human Resources representative, as it considers necessary. These meetings may be initiated by either party and will be scheduled in a timely manner.

This process is not intended to supplant or augment the grievance and arbitration procedure of the Collective Labour Agreement. In the event the group is unable to reach a satisfactory resolution, the Union will maintain its rights to file a grievance. However, in order to encourage open and frank dialogue between the parties in the above-mentioned forum, the parties agree discussions which occur within the forum will not be used, without the consent of the other party, in any arbitration proceeding.

The parties will arrange a master meeting for March 1995 to review the implementation of this letter and determine the usefulness of this process.

LETTER # 10

RE: ARTICLE 27 - VACATIONS (REF. ART. 27)

Employees who fall into one of the following categories:

- Employees who are terminated or who have resigned
- Employees on maternity leave of absence
- Employees on adoption leave of absence
- Employees on lay-off

will be accorded vacation pay treatment as shown hereunder:

1. **VACATION ALLOWANCE TO EMPLOYEES ON TERMINATION OF SERVICE:**

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

Employees whose service is terminated before June 30th will receive their accrued vacation pay at time of termination of service as follows:

<u>Continuous Service on Date of Termination</u>	<u>*No. Days Accrued Vacation Pay at Rate in Effect on Date Service Terminates</u>	<u>Maximum Payable</u>
Less than three (3) years	1 day	10 days
Three (3) years but less than ten (10) years	1 1/2 days	15 days
Ten (10) years but less than nineteen (19) years	2 days	20 days
Nineteen (19) years but less than twenty-nine (29) years	2 1/2 days	25 days
Twenty-nine (29) years or more	3 days	30 days

* For each full working month of service from 1 July last to date service terminates.

2. EMPLOYEES ON MATERNITY LEAVE OF ABSENCE:

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

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

3. EMPLOYEES ON ADOPTION LEAVE OF ABSENCE:

Employees proceeding on Adoption Leave of Absence may request vacation pay in lieu of vacation at time of leaving or during the leave, after June 30th of the vacation year.

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

4. EMPLOYEES ON LAY-OFF:

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

A laid off employee must have received pay from the Company for hours worked or has received the sickness benefit pay during the vacation year (July 1 to June 30) to qualify for vacation entitlement in accordance with Article 27 of the Agreement.

Employees who are paid vacation pay will be paid at the rate in effect at time of lay-off. Such rate will include COLA.

5. PAYMENT OF VACATION PAY:

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

LETTER #11

N RE: ARTICLE 17 : 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.

LETTER #12

RE: CONSTITUTION AND BY-LAWS

As agreed during recent negotiations the National Union will supply the Company with a copy of its current constitution and subsequent amendments as well as the by-laws for Local Unions 1525, 1530, 1535 and 1837 amendments.

With regard to Local by-laws, they will be supplied at each individual location.

LETTER #13

RE: LONG TERM DISABILITY

Employees who return to active employment within the bargaining unit after receiving long term disability will be credited with Seniority and Continuous Service based on former active employment and pensionable service credited while on Long Term Disability.

Upon return to active employment from Long Term Disability, an employee will be given rate protection in accordance with Article 12.11, provided he/she is capable of performing his/her former job.

It is understood that no vacation entitlement accrues while in receipt of such Long Term Disability benefits.

LETTER # 14

RE: LOCAL LETTERS

The letters of agreement signed during the negotiations concerning local issues shall also form part of this Collective Agreement.

LETTER #15

RE: REPRESENTATION - VACATION PERIOD (REF. ART. 5)

Where major groups of employees are at work during the vacation period, the Company and the Union will identify a representative who will be at work for the purpose of providing representation. The representative will schedule his/her vacation at a later date.

LETTER #16

**RE: WITHDRAWAL OF VOLUNTARY RESIGNATION
(REF. ART. 9 AND 10)**

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 #17

RE: PREFERENTIAL HIRING (REF. ART. 10 AND 12)

Employees on layoff and eligible for recall, shall be afforded hiring preference in the local hourly unit and at other Company locations covered by this Collective Labour Agreement. Such employees must make an application in writing to the hiring location.

- N Employees hired from other company locations covered by this Collective Labour Agreement will have their seniority bridged from the other location after three (3) years of continuous service in the hiring location. At the time the employee's seniority is bridged his/her recall rights and seniority at the former location will be extinguished.

LETTER #18

R **RE: EDUCATION AND TRAINING**

During the course of 1994 Negotiations, much discussion took place concerning the need for continued education and training of bargaining unit employees.

It is agreed that many aspects of employee education and training require the cooperation and commitment of the Company, the Union and bargaining unit employees.

Accordingly, the parties agree to establish a committee in each of the Company's locations covered by this Collective Labour Agreement, comprised of representatives of the Company and the Local Union. The first meeting will be no later than June 30th, 1994.

The objective of the committee will be to:

Identify the current and future knowledge requirements and highlight the training priorities in each location with a view to addressing the necessary activities for employees to achieve their career goals in line with business requirements.

Jointly discuss and develop educational initiatives with various community groups to provide opportunities and reduce barriers for employees to expand their knowledge and improve their employability.

The committee will also publicize and promote these initiatives

LETTER #19

EMPLOYEE REHABILITATION

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

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

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

It is agreed that when opportunities for rehabilitation become apparent, the employee and/or his/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 LTD shall be applicable. If a rehabilitation program involves rehabilitative employment, the employee will continue to draw Sickness and Accident (S&A) or Long Term Disability (LTD) Benefits, as the case may be. Earnings from such employment will be paid in addition to S&A or LTD benefits up to a level equal to 100% of the base rate plus COLA which the employee would have earned had he/she been at work on a full-time basis. If income from all sources exceed such levels, then S&A or LTD benefits will be reduced by the amount of income that exceed such 100% level.

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

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

N 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 CAW National Secretary Treasurer. The meeting will take place within a reasonable time of being requested.

LETTER #20

RE: MEDICAL RESTRICTIONS

In the event a health impediment restricts an employee from assuming a position, the issue shall be reviewed by the Local Benefits Committee and, at that time, a member of the Local Medical Department will be present.

N

LETTER #21

RETURN TO BARGAINING UNIT

The following represents the mutual agreement between the Company and the C.A.W. with respect to the interpretation and application of Article 10.1.6 of the current Collective Agreement.

- 1) An employee who is assigned to a job not included in the Bargaining Unit and subsequently returns in accordance with 2) or 3) below, shall have his/her previous seniority in the Bargaining Unit restored upon return. After three (3) years in the Office Bargaining Unit the seniority of employees so affected will be adjusted on the basis of full Company Continuous Service.
- 2) An excluded employee returning to the clerical ranks shall be placed in a vacancy at the entry level grade of a function in which he/she was formerly assigned and be afforded rate protection based on the grade level from which he/she was transferred out of the Bargaining Unit.
- 3) An excluded employee returning to the technical ranks shall be placed in a vacancy at the lowest grade level in the Technical Salary Schedule (currently ETE), and be afforded rate protection based on the grade level from which he/she was transferred out of the Bargaining Unit.
- 4) An excluded employee who returns to the Bargaining Unit, in the E.T. ranks, in accordance with the above agreement, will be eligible for a maximum upgrade of two (2) grade levels within the first twelve (12) months from the date of return or from the date of this agreement, whichever occurs latest.

- 5) An excluded employee may not return to a vacancy as set out in 2 or 3 above, at a time when a Bargaining Unit employee with greater seniority and qualified is on layoff.
- 6) An employee who is assigned to a job not included in the Bargaining Unit following the date of this agreement, may only return to the Bargaining Unit in accordance with this agreement once in the future. Should he/she again be assigned to a job not included in the Bargaining Unit and subsequently return, he/she will not be given credit any time for any prior seniority for Bargaining Unit purposes, i.e. Re-enter the Bargaining Unit with new employee seniority status.

It is agreed by the parties that the definition of "vacancy" within the context of this letter concerning the application of Article IO. 1.6 of the Collective Agreement shall be:

"an assignment of work (Technical) or Analysis No. (Clerical) which does not specifically result in a surplus condition within a ten (10) week period following the date of commencement of the work, or which has not been specifically caused by a surplus condition within a six (6) week period prior to the date of commencement of the work."

LETTER #22

N STANDBY COMPENSATION

This memorandum outlines the treatment of employees who are required by management to be on standby.

Compensation for standby:

- Outside of regular working hours on scheduled work day One and one-half (1 1/2) hours pay per day (excludes COLA)
- Saturday, Sunday and Plant Holidays Two (2) hours pay per day (excludes COLA)

IN ADDITION

Calls handled at home:

- Overtime pay at regular overtime premium rates (time and one-half outside regular hours and Saturdays; and two times for Sundays and Plant Holidays) for time spent on call with a minimum of one hour's pay per call. Multiple calls handled in the same one (1) hour period will be considered as one call for pay treatment purposes.

Calls necessitating trip to office:

- Overtime pay at regular overtime premium rates for time away from home with a minimum of three hour's pay.

Except in the case of emergency, employees may request to be excused from being on standby provided that such employees have a legitimate reason for being excused. Such legitimate request shall not be unreasonably denied. The Company agrees that except in cases of emergency, employees who are required to be on standby shall be advised at least twenty-four (24) hours before the assignment commences.

LETTER #23

RE: VIDEO DISPLAY TERMINALS (V.D.T.'S)

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 Joint Health & Safety Committee, will continue to review terminal stations 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

W/C

The review, including any modifications required, will continue during the life of the agreement.

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.

LETTER #24

R HEALTH AND SAFETY

During the current negotiations, the Company and the Union discussed certain aspects of health and safety. Further to these discussions, the parties reaffirmed the importance of matters relating to health and safety and recognized the need for a positive cooperative effort in this area.

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 Joint Health and Safety Committee.

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

N 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.

N 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 cooperate 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 Health and Safety Certified Representative in order to achieve certification under the Ontario Occupational Health and Safety Act. The training that may be required, together with any time that is necessary will be provided.

N TRAINING FOR HEALTH AND SAFETY COMMITTEES

The Company in consultation with the joint NTC/CAW Task Force on Health and Safety Training and local Health and Safety Committees will develop appropriate training programs for Health and Safety Committee members. These programs will be provided three times during the life of the Collective Labour Agreement and will be approximately one 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.

N ENVIRONMENT

The Company and the 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 representative from the Company, the Hourly Union and the Salaried Union from each location covered by this Agreement.

N 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.

N 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.

R 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 on April 28th in each year of the Agreement, a minute of silence will be observed at 10:00 a.m. 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.

N 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.

N HAZARDOUS MATERIALS

The Company will continue to evaluate hazardous materials before introducing them into the workplace. As new substances are design-

nated 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.

N 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.

N HEALTH AND 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 and 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, hazardous material control and designated substances.

Core training programs available to all locations will be identified by the *joint NTC/CAW* Task Force on Health and Safety Training. This Task Force shall be co-chaired by designates from the Company and the Union. The Task Force shall be composed of one representative from the Company, the Salaried Union and the Hourly 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 CAW Health and Safety Director or delegate, the NTC/CAW 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.

RE: LAY-OFF ALLOWANCE - SINGLE PAYMENT
(REF. ART. 13.7)

During the 1985 Negotiations there was discussion regarding Article 13 Lay-off Allowance and there was a major change from the provisions in the old contract to the plan provided in the new contract.

The Company agrees to permit an employee proceeding on lay-off to elect to receive a single lump sum payment in lieu of the weekly payments available under the new contract, subject to the following:

- 1) The employee must have fifteen (15) or more years of continuous service.
- 2) If a laid off employee elects to receive a single payment per this letter, he/she cannot again elect a single payment at any subsequent lay-off.
- 3) The lay-off allowance entitlement for this single payment will be as follows:

<u>Continuous Service</u> <u>at date of Lay-off</u>	<u>Lay-off Allowance</u> <u>No. of Weeks Pay</u>
15 years hut less than 16 years	25 weeks

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

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

- 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.

- 5) An employee who has returned to work following receipt of benefits under this Letter will, on a subsequent occasion, be eligible for benefits under Article 13 based on his/her Company service, after deducting the amount he/she received under this Letter. An employee who has used any benefits under this Letter will have his/her benefits under Article 13 fully reinstated after a period of uninterrupted employment of three (3) years following the date of his/her return to work.

LETTER #26

2-1
RE: SUBSTANCE ABUSE

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

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

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

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

LETTER #27

RE: PAYROLL OVERPAYMENTS

During the 1988 negotiations discussion took place related to payroll problems associated with Salaried Bargaining Unit employees.

It was agreed that it was in the interest of both parties to attempt to resolve such pay problems as quickly as possible. The Company therefore agrees that substantial overpayments resulting from payroll errors will be recovered at a rate of \$100.00 per pay.

LETTER #28

RE: EMPLOYEE DEVELOPMENT

- R During the course of 1994 collective bargaining, substantial discussion took place regarding the way in which employees in the salaried bargaining units can attain the qualifications set for particular jobs by the Company.

The following sets out the Company's undertaking in that regard:

The Company places great value upon the skills and experience possessed by the workforce. It is recognized that the evolution of the business and the development of employees requires a commitment to training and education shared by the Company and the employees themselves.

- R To that end, the Company commits to make available a training or education program necessary toward qualification for an employee to advance within his/her job stream.

Training and education may be made available in a variety of ways:

- 1) During working hours wherever practicable
 - 2) Outside of regular working hours
- R 3) At educational institutions and/or in the workplace

The Company will design, select or approve programs in such a manner as best suits the respective needs of the operation and the employee.

In recognition of the investment of employees in their own education, and therefore the development of the business, the Company will, where approved courses are taken on the employee's own time pay to the employee an amount equal to the employee's equivalent base hourly rate including COLA multiplied by the actual classroom hours attended. This payment will not be considered in calculating

any other benefits or premiums. Also this payment will be separate from tuition refund terms and conditions which are outlined in the plan text. Payment will not normally be made more than once for any one course.

- N The above will apply where an employee in a job stream included in the materials matrix, has completed any educational requirement within the context of the materials matrix.

LETTER #29

RE: VACATIONS - REF. ARTICLE 27

As agreed at negotiations, advance notice will be provided to the Union at the earliest possible date of any vacation shutdown beyond the standard vacation period.

LETTER #30

- N **RE: SOCIAL JUSTICE FUND**

During 1991 negotiations the parties discussed the Union plan to establish a Social Justice Fund for the purpose of providing financial assistance to such entities as food banks, registered Canadian charities, and international relief measures to assist the innocent victims of droughts, famines and other dislocations.

In recognition of the Union objective to establish a Social Justice Fund and subject to the conditions set forth *in* the following points (1) to (5), the Company will make quarterly contributions to the said fund equal to one cent (1¢) for each straight time hour worked. Beginning in the second year of this Agreement, the Company will make quarterly contributions to the said fund equal to two cents (2¢) 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.
 - Cl 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, 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 #31

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

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 September 1, 1994.

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 #32

N EMPLOYMENT EQUITY COMMITTEES

The Company and the Union agree to establish one (1) Joint Employment Equity Committee in each of Belleville, Bramalea and Kingston.

Each of these Committees will consist of one (1) hourly and one (1) salaried Union representative from within the existing local representation group presently outlined in the Collective Labour Agree-

ment and two (2) local Company representatives. Each of these Committees will carry out the responsibilities described in Sections 9, 10, 11, and 13 of the Provincial Employment Equity Act.

Each Committee shall be provided with a minimum of one (1) day of joint training in order to accomplish its responsibilities as outlined above.

N  LETTER #33
EMPLOYMENT EQUITY

The Company and the Union are committed to ensuring Employment Equity at Northern Telecom. To this end, the parties agree to establish the position of CAW Employment Equity Coordinator. This Coordinator will be appointed by the CAW 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.

In conjunction with location imperatives, the Coordinator's role will be to participate in a planned, informed, and consistent approach to Employment Equity in the Belleville, Bramalea, and Kingston locations to which access will be freely given.

The Coordinator will work closely with location Employment Equity Committees, when established, and make 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. Dis-

crimnatory harassment is defined as "a course of vexatious con-
mentor conduct that is known or ought to reasonably be known to be
unwelcome" which diminishes individual dignity on the basis of
*ace, colour, sexual orientation, marital or family status, religion,
ancestry, place of origin, citizenship, creed, sex, handicap, or age.

Recognizing the Company's Sexual Harassment Policy Guidelines,
the parties further agree to develop, in consultation with the CAW
Employment Equity Coordinator, location management and Em-
ployment Equity Committees, a discriminatory harassment investi-
gation procedure. This procedure will incorporate, 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 applicaton of the joint
procedure. Details of this process will be established between the
Company and the Union prior to October 31, 1994, and only at that
time would this provision take effect.

APPENDIX "C" - 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.
- 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, 1994 to and including December 31, 1996.
- 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>Classification</u>
	53 to 55
2	56 to 58, ETT
3	59 to 61, ETE to ETC, A
4	62 & 63, ETB, ETA, B
5	ATS 1 to ATS3, C & D

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 cohabiting 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 cohabiting for a period of one 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 1.1 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 cohabiting for a period of one 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 3 months continuous service.

2. SUPPLEMENTARY HOSPITAL PLAN

2.1 The Company will continue to provide a Supplementary Hospital Plan as in effect immediately prior to the term of the Agreement. The cost of this Plan will be paid by the employees, including any increases in premiums during the term of the Agreement.

3. EXTENDED HEALTH CARE PLAN

3.1 The Company will continue to provide an Extended Health Care Plan as in effect immediately prior to the term of the Agreement. The cost of this Plan will be paid by the Company, including any increases during the term of the Agreement relating to the services covered by the Plan.

3.2 The Extended Health Care Plan will be amended to include coverage for one pair of stock item orthopedic shoes, including Straight Last footwear, when required due to abnormal muscular, skeletal, vascular or neurological conditions of the lower extremities to a maximum of \$150 per year for each covered individual, incurred during the prior twelve (12) month period ending on the date the claim was incurred.

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3.3 Effective July 1, 1994, the Extended Health Care Plan will be amended to limit drug coverage to those eligible drugs as of July 1, 1994. Drugs will be added to the list of eligible drugs if they are included in the Ontario Drug Benefit Formulary.

3.4 Effective November 1, 1994, the Extended Health Care Plan will be amended to include travel assistance and medical assurance services provided through MEDEX for each covered individual.

4. VISION CARE PLAN *7016* *01H* *939 8/91*

4.1 The Company will continue to provide a Vision Care Plan as in effect immediately prior to the term of the Agreement. The cost of this Plan will be paid by the Company.

4.2 Effective May 1, 1994, reimbursement will be up to the Plan maximum for eligible expenses for each covered individual incurred during the prior 24 month period ending on the date the eligible expense is incurred.

4.3 Effective January 1, 1996, the \$130 maximum payment under this Plan will be increased to \$140.

5. DENTAL PLAN

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7016/100
5.1 The Company will continue to provide a Dental Plan as in effect immediately prior to the term of the Agreement, with coverage for expenses incurred up to December 31, 1994, on the basis of the 1993 Ontario Dental Association Schedule for General Practitioners for the services covered by such Plan. The cost of this Plan, including any increases during the term of the Agreement, will be paid by the Company.

5.2 Effective January 1, 1995, the 1994 Ontario Dental Association Schedule for General Practitioners will apply.

5.3 Effective January 1, 1996, the 1995 Ontario Dental Association Schedule for General Practitioners will apply.

5.4 Effective January 1, 1997, the 1996 Ontario Dental Association Schedule for General Practitioners will apply.

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5.5 The following recall procedures will be on the basis of once every 9 months; recall oral examination, dental prophylaxis, preventative recall packages, topical application of fluoride and oral hygiene instruction.

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5.6 Effective May 1, 1994, pit and fissure sealant for covered individuals under 19 years of age will be included as an eligible expense under the basic dental provisions.

6. SICKNESS AND ACCIDENT PLAN

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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.

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6.2 For the purpose of determining eligibility for payment under this Plan, hospitalization shall mean treatment as an inpatient or on admission to a Day Surgery Unit for procedures conducted under a general anesthetic or either under intravenous 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

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7.1 The Company will continue to provide the Long Term Disability (LTD) Plan as in effect immediately prior to the term of the Agreement.

7.2 Effective May 1, 1994, this Plan will provide monthly income benefits in accordance with the following schedule for those eligible employees whose S&A Plan benefits expire after April 30, 1994.

<u>Benefit u p</u>	<u>Monthly Income</u>	
1	\$1650	9403
2	\$1775	DEF:
3	\$2050	75
4	\$2300	592800
5	\$2800	

7.3 During the period for which an employee is eligible to receive LTD Plan benefits, participation will continue in the following Plans:

- Supplementary Hospital
- Health Care
- Dependent Life
- Retiring Allowance Plan
- Pension
- Group Life Insurance - Parts I and II
- Survivor Transition Benefit

Coverage for Group Life Insurance - Parts I & II and the Survivor Transition Benefit in effect at the date of disability will prevail during the period for which an employee is eligible to receive LTD Plan benefits.

7.4 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 LTD 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 LTD Plan.

7.5 LTD 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 immedi-

ately prior to the term of the Agreement except as indicated in 8.1.1 and 8.1.2 below.

8.1.1 Effective May 1, 1994, the entire cost of the Plan will be paid by the Company.

8.1.2 Effective January 1, 1995, 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, 1995.

<u>Benefit Group</u>	<u>Insurance Coverage</u>
1	\$29,500
2	\$31,000
3	\$33,500
4	\$37,000
5	\$40,500

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8.1.3 Employees retiring with a pension date on or after January 1, 1995, will continue to have insurance coverage under Part I in accordance with the following schedule:

<u>Benefit Group</u>	<u>Insurance Coverage</u>
1	\$24,500
2	\$26,000
3	\$28,500
4	\$32,000
5	\$35,500

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and will continue to have the reduction formula in effect as of December 31, 1994.

8.2 The Company will continue to provide, on an optional basis to employees, life insurance through Group Life Insurance Plan Part II, hereinafter called "Part II", as in effect immediately prior to the term of the Agreement, except as indicated in 8.2.1 and 8.2.2 below.

8.2.1 Effective July I, 1994, the premium rates for Part II for each \$1000 of coverage will be as follows:

<u>Age</u>	<u>Monthly Cost</u>			
	<u>Male</u>		<u>Female</u>	
	<u>Smoker</u>	<u>Non-Smoker</u>	<u>Smoker</u>	<u>Non-Smoker</u>
to 35	\$0.16	\$0.08	\$0.07	\$0.04
36-45	\$0.32	\$0.16	\$0.15	\$0.09
46-55	\$0.76	\$0.42	\$0.36	\$0.23
56-60	\$1.45	\$0.84	\$0.69	\$0.47
61-64	\$2.20	\$1.29	\$1.02	\$0.71

The smoker rates apply to anyone who has smoked a cigarette or used any tobacco product one time after May I, 1994.

These rates will be adjusted in accordance with Plan experience.

8.2.2 Effective. July 1, 1994, employees will be offered additional coverage options of \$80,000, \$90,000 and \$100,000. Employees currently enrolled in the \$70,000 option under Part II may increase their coverage to \$80,000, \$90,000 or \$100,000. Employees currently in any other options may increase their option a maximum of \$30,000; in both cases a statement of health is not required.

8.3 The Company will continue to provide, on an optional basis to employees, life insurance through the Dependent Life Plan as in effect immediately prior to the term of the Agreement, except as indicated in 8.3.1 and 8.3.2 below.

8.3.1 The premium rates for Dependent Life will continue to be:

<u>Spouse</u>	<u>Child</u>	<u>Monthly Rate</u>
\$5,000	\$2,500	\$1.65
\$10,000	\$5,000	\$3.30

These rates will be adjusted in accordance with Plan experience.

8.3.2 Effective July 1, 1994 employees will be offered an additional coverage option to be:

<u>Spouse</u>	<u>Child</u>	<u>Monthly t e</u>
\$25,000	\$10,000	\$7.65

This rate will be adjusted in accordance with Plan experience. Employees who are currently enrolled in the \$10,000/\$5,000 option may increase their coverage to \$25,000/\$10,000. Employees who are currently enrolled in the \$5,000/\$2,500 option may increase their coverage to \$10,000/\$5,000. In both cases a statement of health is not 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

9.1 The Company will continue to provide a Survivor Transition Benefit Plan as in effect immediately prior to the term of the Agreement subject to paragraph 1.6.3.

9.2 During the period which an eligible dependent is in receipt of STB, 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:

10.1.1 The amounts set out in the schedules in effect immediately prior to this agreement will be increased by ^{3%} on the 1993 schedule on January 1 of each of the years 1995 a n d 1996.

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.

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10.2 Employees will be entitled to payment under the Plan if, as of their pension date, they have at least ten (10) years of continuous service. The amounts set out in the Schedules will be payable monthly commencing with the month in which the pension date falls and continuing until the month age 65 is reached, except that for retirement at age 65 there will be only one payment.

10.3 An employee entitled to the Retirement Allowance Plan may elect to receive, either as a lump sum or as monthly payments during any period up to age 71, the present value of the scheduled amount discounted at 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.

10.4 If a retired employee who is entitled to a retirement allowance dies prior to all payments being made, the remaining payments will be paid monthly on the same basis to eligible dependents.

10.5 Where employees retire with a class E pension and are entitled to a retirement allowance, the amount as set out in the Schedule will be reduced actuarially for each month by which the employee's age is less than 65.

11. PENSION PLAN ⁸⁰/₀₇

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11.1 The Company will continue to provide the Northern Telecom Negotiated Pension Plan in effect on December 31, 1993 during the applicable term stated in paragraph 1.3 above, subject to amendment to provide for the changes specified in 11.2 through 11.6 inclusive below.

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11.2 Notwithstanding Master Article 9.6 (a) for the purpose of service under the Pension Plan all employees will have a Pension Service Date ("PSD") as follows:

11.2.1 For employees hired prior to March 17, 1988 their PSD will be the same as their CSD up to that date.

11.2.2 PSD 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 PSD will be forfeited. If this employee subsequently is employed by the Company, membership in the Pension Plan will commence immediately but no credit will be given for any prior service with the Company for any purpose under the Pension Plan.

11.3 The following basic benefit rates shall be used to calculate the basic pension benefit for employees retiring with a pension date on or after:

Benefit Group	Jan. 1, 1994	Jan. 1, 1995	Jan. 1, 1996
1	\$33.00	\$34.00	\$35.00
2	\$35.00	\$36.00	\$37.00
3	\$38.00	\$39.00	\$40.00
4	\$39.00	\$40.00	\$41.00
5	\$42.00	\$43.00	\$44.00

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11.4 Employees retiring with a pension date on or after January 1, 1994 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, 1994, 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:

Age on Pension Date/Deferred Annuity Payment Date or Anniversary of	Formulae	Payments	Fold into Monthly Benefit
Under Age 60	60% of percentage increase CPI; max. 6% payout;	Annual Lump Sum paid in month of anniversary month of birthday	No
Age 60 or over but under age 65 <i>871A</i> <i>65</i>	60% of percentage increase CPI; max. 6% payout;	Monthly paid in month of the anniversary month of birthday	Folded in annually
Age 65 or over <i>861A</i> <i>0801B</i> <i>860</i> <i>1060</i>	80% of percentage increase CPI; 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 CPI = 1981 (All Canada) and will be in accordance with the following schedule:

Month of Birthday Anniversary	Twelve (12) Month Upward Change* in CPI for the Month of
January	November
February	December
March	January
April	February
May	March
June	April
July	May
August	June
September	July
October	August
November	September
December	October

* Moving average

12. OTHER COMPANY PLANS

12.1 The Company proposes to continue the following during the term of the Agreement.

- Travel Accident Insurance
- Employee Savings Plans
- Registered Retirement Savings Plan

12.2 While the Company will not reduce the level of benefits of the Plans referred to in 12.1 above during the term of the Agreement, it reserves the right to amend the terms and conditions of such Plans in order to conform to existing or future legislation, to ensure that they may best meet the objectives for which they were established, and to enable their administration to be carried out with prudence and economy in the interest of all participants therein.

13. GENERAL

- 13.1 The Company shall furnish the Plan text(s) within 3 months (or as soon as practicable) after signing the Agreement, for review and comment by the Union. The other documents referred to below will be furnished at appropriate times for review and comment by the Union.
- 13.2 The Company will furnish the Union with copies of the administrative procedures, benefit booklets, and approved authorized texts covering the employee benefit Plans referred to in paragraphs 2 to 12 of this appendix.
- 13.3 The Company will provide each employee within 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.
- 13.7 The Union shall be entitled to review pension benefit applications in advance of their effective date. In addition the union committees shall receive copies of pension, long term disability, and survivor benefit calculations with respect to active employees covered by the provisions of this appendix. Other procedures shall be determined on a basis which is mutually acceptable to the Union and the Company.

- 13.8 The Company will furnish the Union with such information with respect to the 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 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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<p>JANUARY</p> <p>S M T W T F S</p> <p style="text-align: right;">1</p> <p>2 3 4 5 6 7 8</p> <p>9 10 11 12 13 14 15</p> <p>16 17 18 19 20 21 22</p> <p>23 24 25 26 27 28 29</p> <p>30 31</p>	<p>FEBRUARY</p> <p>S M T W T F S</p> <p style="text-align: right;">1 2 3 4 5</p> <p>6 7 8 9 10 11 12</p> <p>13 14 15 16 17 18 19</p> <p>20 21 22 23 24 25 26</p> <p>27 28</p>	<p>MARCH</p> <p>S M T W T F S</p> <p style="text-align: right;">1 2 3 4 5</p> <p>6 7 8 9 10 11 12</p> <p>13 14 15 16 17 18 19</p> <p>20 21 22 23 24 25 26</p> <p>27 28 29 30 31</p>
<p>APRIL</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 8</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>MAY</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>JUNE</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>
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<p>OCTOBER</p> <p>S M T W T F S</p> <p style="text-align: right;">1</p> <p>2 3 4 5 6 7 8</p> <p>9 10 11 12 13 14 15</p> <p>16 17 18 19 20 21 22</p> <p>23 24 25 26 27 28 29</p> <p>30 31</p>	<p>NOVEMBER</p> <p>S M T W T F S</p> <p style="text-align: right;">1 2 3 4 5</p> <p>6 7 8 9 10 11 12</p> <p>13 14 15 16 17 18 19</p> <p>20 21 22 23 24 25 26</p> <p>27 28 29 30</p>	<p>DECEMBER</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>