

COMMUNICATIONS, ENERGY
AND
PAPERWORKERS UNION
OF CANADA

and

NORTHERN TELECOM CANADA
LIMITED

COLLECTIVE LABOUR
AGREEMENT
(SHOP AND WAREHOUSE)

EFFECTIVE
MAY 3, 1993 to MAY 2, 1995

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

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

COLLECTIVE LABOUR AGREEMENT

MEMORANDUM OF AGREEMENT made this 12th day of
March, 1993

BETWEEN:

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

Hereinafter called the **“Company”**

OF THE FIRST PART,

AND:

**R COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION OF CANADA**, on
behalf of Local No. 9, a non-incorporated union of
employees representing the employees of the Com-
pany as defined in Article 1.

Hereinafter referred to as the **“Union”**

OF THE SECOND PART.

ARTICLE 1 - RECOGNITION AND SCOPE

- R 1.01 The Company recognizes the Union as the sole and exclusive bargaining agency with respect to wages, hours and working conditions for employees of the Multimedia Communication Systems Shops and Warehouses located in the County of York, who are employed in connection with the repair and distribution of communications and related equipment, save and except office staff and supervisors.

ARTICLE 2 - PURPOSE

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

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 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 right of the employee concerned to lodge a grievance in accordance with the grievance procedure.
- R 3.02 The Union acknowledges the exclusive right of the Company to operate and manage its business in all respects in accordance with its obligations and generally to manage the enterprise in which the Company is engaged and, without restricting the generality of the foregoing, 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, warehousing and installing and the control of material and parts to be used.

ARTICLE 4 • RELATIONSHIP

- 4.01 The Union agrees to furnish the Company with the names of the personnel authorized to represent it (the Union) in its relations with the Company. The Local covered by this Agreement agrees to keep the Company currently advised of their officers and stewards.
- 4.02 The Company agrees that there shall be no discrimination by the Company, or any of its agents, against any employee or group of employees because of membership or non-membership in the Union. Employees shall not be subject to prejudice or discrimination solely because of presenting grievances for themselves or other employees. The Company and the Union agree that there shall be no discrimination against any employee because of age, marital status, sex, sexual orientation, race, creed, colour or national origin.
- 4.03 The Union agrees that neither its officers nor its members will intimidate, discriminate against or coerce any employee or group of employees, for the reason that they are or are not members of the Union.
- 4.04 The Union agrees that there will be no Union activities during working hours except those which are necessary in connection with the handling of grievances and the enforcement of this Agreement.
- 4.05 (a) The Company and the Union will meet two (2) times each year to review subjects of concern to either Party. The Union and the Company will submit items for the agenda at least two (2) weeks in advance of the meeting date.
- (b) Special meetings between the Company and the Executive and Grievance Committee of the Union shall be held as required, either on the request of the Company or the Union. These meetings will be held

within four (4) weeks following receipt of the submitted agenda by either party. This time limit may be extended where required, upon mutual agreement of the parties.

- 4.06 The Company agrees to permit representatives of the Communications, Energy and Paperworkers Union of Canada to enter the Company's property for the purpose of transacting business arising out of this Agreement, provided said representatives are accompanied through the plant by a representative of Management, and with the understanding that this will not interfere with the Company's business. If the work location of the employee or employees is on other than the Company's property, the Company agrees to co-operate with the Union in endeavouring to obtain permission to enter said property for the purpose hereinbefore set forth in this section.
- 4.07 Bargaining Committee members will be paid for all time lost from work due to attendance at negotiations.
- 4.08 In this Collective Agreement words using the masculine gender include the feminine and neuter; the singular includes the plural, and the plural singular, where the text so indicates.

ARTICLE 5 - STRIKES AND LOCKOUTS

- 5.01 During the term of this Agreement the Company agrees that there shall be no lockouts and the Union agrees that there shall be no slowdown, strike or any other stoppage of or interference with work which would cause any interruption in work.

ARTICLE 6 - SENIORITY

- 6.01 Seniority shall commence on the date of entry into the bargaining unit, except that the seniority of those employees in the bargaining unit on the commencement date of this Agreement shall be their continuous service on that

date. Seniority shall accumulate for the full period of employment in the bargaining unit subject to the following conditions:

6.01.01 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 or more consecutive working days without the Company being notified. It is considered in such circumstances that the employee has resigned voluntarily unless a satisfactory reason is provided.
- (d) Inability to return to work within two (2) years after sick benefits (if any) have expired.
- (e) Failure to return to work from lay-off within one (1) week after having been notified to report; or within two (2) weeks after having been notified and 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) Failure to return from lay-off within the "Seniority Maintains" times outlined in 6.01.03.
- (g) A laid-off employee who is recalled to work and is unable to return due to sickness, accident or mater-

nity shall not lose his/her recall rights. A laid off employee who is recalled to work and is unable to return as a result of being in attendance in a full time education program at a recognized university/college at the time of recall shall not **lose** recall rights but will be required to return immediately following completion of the current semester. Appropriate proof of registration must be provided.

6.01.02 Deductions from seniority 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 up to one (1) month only, in any consecutive twelve (12) month period, will be granted upon return to work.
- (b) Any period of leave of absence in excess of one (1) month in any consecutive twelve (12) months for which approval is granted without credit for continuous service.

6.01.03 An employee will accumulate and/or maintain seniority during lay-off as follows:

<u>Seniority at Date of Lay-off</u>	<u>Seniority Accumulates</u>	<u>Seniority Maintains</u>
Less than 1 year	* 12 months	24 months
One year but less than five years	* 15 months	36 months
Five years or more	* 18 months	60 months

*Note: If an employee returns from lay-off within above Periods.

6.01.04 An employee, whose employment with the Company terminated while employed in this bargaining unit and

who is subsequently reemployed, shall be credited with previous seniority in the bargaining unit after accumulating a further five consecutive years of seniority in the bargaining unit, provided that the employee had six months or more of previous continuous service when the employment was terminated.

6.02 Seniority List

6.02.01 A seniority list shall be compiled and posted monthly. The list shall show the employee's continuous service date, seniority, grade and job analysis number.

The Union shall be furnished with four (4) copies of the monthly seniority list.

This listing will be provided to the union not later than the 15th of each month.

6.02.02 New employees shall be considered as probationary employees and shall hold no seniority rights under this Agreement for the first sixty (60) calendar days. This sixty day period may be extended by the total number of full working days of absence due to vacations, bereavement leave, illness or approved leave of absence. Probationary employees are eligible to become members of the Union and are covered by all the provisions of the Agreement except that, where the employee's service is terminated during the probationary period, such termination of employment shall not be subject to the grievance procedure. After the expiration of the probationary period, their names shall be placed on the seniority list and they shall acquire seniority rights.

6.03 Transfers

6.03.01 The seniority of an employee transferred into the bargaining unit who has never worked in the unit before will commence on the date of entry into the bargaining unit.

After accumulating five (5) consecutive years of seniority in the unit, the employee will be credited with all previous Company continuous service as seniority.

In cases of transfer between the North York Shop and North York Office bargaining units, seniority accumulated in the previous unit will be credited immediately as seniority in the new unit.

- 6.03.02 Employees transferred to a non-supervisory position outside the bargaining unit for a period up to 3 consecutive months and who subsequently return shall be credited with their previous seniority plus the time spent outside the bargaining unit.
- 6.03.03 **An** employee transferred to a non-supervisory position outside the bargaining unit for a period in excess of three (3) consecutive months and who subsequently returns will be credited upon return with previous seniority in the bargaining unit. The time spent outside the bargaining unit will be credited as seniority after the employee accumulates a further five consecutive years of seniority in the bargaining unit. In cases of transfer between the North York Shop and the North York Office bargaining units, the time spent in the other unit will be credited as seniority immediately upon return.
- 6.03.04 An employee transferred outside the bargaining unit to a supervisory position upon return to the bargaining unit will receive credit for all previous seniority plus time spent in a supervisory capacity.

Any return of an employee to the bargaining unit from a supervisory position will not result in the downgrade of any existing employee in the bargaining unit.

The supervisor shall be returned to a vacancy in the grade he held when he left the bargaining unit or in a lower grade. If he is placed in a vacancy in a grade lower than the grade

he last held in the unit, he shall be entitled to rate protection in the same manner as if he were being downgraded due to a lack of work.

In the event of a surplus within 3 months of the employee's return to the bargaining unit the following will apply:

- (a) if the employee has been out of the bargaining unit for **24** months or more and a surplus develops in the grade to which he was assigned, he will be declared surplus first and his bumping rights will commence in the next lower grade.
- (b) if the employee has been out of the bargaining unit for **less than 24** months and a surplus develops in the job analysis to which he was assigned, he will be declared surplus first and his bumping rights will commence in the next lower grade.

6.03.05 Except as provided in **6.03.04**, an employee who is transferred back into the bargaining unit shall return to the job he held at time of transfer out of the unit, if the job still exists, and shall have the right to bump a junior employee on that job. If he cannot be placed on his former job, he shall be declared surplus at the grade level of his former job in the bargaining unit and allowed bumping rights from that grade level.

6.03.06 Nothing in this article shall restrict the Company with respect to transfer of employees between Company locations, included or not included in this Agreement.

6.04 Promotions and Vacancies

6.04.01 All vacancies within the bargaining unit will, whenever possible, be filled by selecting qualified employees from within the bargaining unit.

6.04.02 Job vacancies will be posted on the bulletin boards for a period of three (3) working days for shop jobs listed below:

- (a) All Grade 27 and higher jobs
- (b) **All** Grade **26** jobs in Teletype, Switchboard and Electronics
- (c) Buffing jobs
- (d) Skilled Trades jobs

An employeemay at any time make a written request to the Human Resources Department expressing a desire to fill a particular job analysis. When a vacancy in this job analysis is posted, the written request will be considered as an application for the job posting. Any such written request on file will become cancelled after a period of six (6) months or when a vacancy for this job analysis is filled, whichever occurs first.

Applicants for the above vacancies who have held the job, as defined by analysis number, during the twelve (12) months prior to the date of the posting, will be selected by seniority over other applicants notwithstanding the seniority of these other applicants. Otherwise, vacancies will be filled by the most senior applicant from among those qualified. The name of the employee who gets the job will be posted immediately.

- 6.04.03** (a) Except for jobs covered in paragraphs **6.04.02** and **6.04.07**, promotions and lateral transfers to jobs which are made for the purpose of gaining experience to qualify for advancement will be made on the basis of seniority from among those qualified and willing to accept the job. In the event that no employee from among those qualified is willing to accept the job, the junior employee from among this group of qualified employees will be required to take the job.

- (b) **As** vacancies are filled, the Company shall provide to the Union a list of employees who have refused to accept a job in accordance with 6.04.03(a). This list will contain the date of the request, the analysis number of the vacancy and will be initialled by those employees refusing to accept the job. This list will be provided with the associated employee job change form.
- (c) When an employee refuses to accept a job in accordance with 6.04.03(a) the Company shall not be required to consider him/her for a period of six (6) months for the same job analysis number, unless the employee signifies in writing to the Human Resources Department that he/she is now willing to accept the job.

- 6.04.04
- (a) Lateral transfers on a temporary basis (not to exceed one month) will be made at the Company's option and the employee(s) will not have the right to refuse.
 - (b) In those cases where employees have previously requested a lateral transfer in writing to their supervisor or to the Human Resources Department, these requests will be considered in the following order:
 - (i) Employees who were declared surplus or bumped from the job as defined by analysis number during the twelve (12) months prior to the vacancy occurring shall on the basis of seniority have the option of returning to the job, provided he/she has more seniority than any other employee who is eligible for an upgrade.
 - (ii) If the job is not filled per (i) above then an employee who has made a written request and who has been on his or her present assignment for twelve (12) months or more will be given the job provided he/she has more seniority than

any other qualified employee who has applied and has been on his/her present assignment for twelve (12) months or more or is eligible for an upgrade.

- (iii) Employees who are declared surplus or are bumped from a job, as defined by analysis number, and return to their last former job analysis number within a 6 month period will have the ability to lateral provided they previously completed 12 consecutive months or more on the last former job and they have made a request for a lateral in writing.

If an employee is transferred laterally in accordance with 6.04.04(b)(ii), the Company will not be required to transfer him/her laterally again under this clause for a period of two (2) years.

- (c) Buffers with more than two years in buffering and unable to obtain a lateral transfer shall have the option of taking a downgrade to a vacancy provided he has more seniority than any other person eligible to fill the vacancy. Not more than 25% or one (1) of the buffers, whichever is greater, shall have the right to exercise this option in a three (3) month period.

6.04.05 Vacancies which the Company believes will last for less than one (1) month will not be posted.

Posting of temporary vacancies, lasting more than one (1) month will state that the vacancy is temporary and the reason for such vacancy.

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

The temporary designation will only apply to the original jobvacancy andthe job from which thereplacement came.

6.04.06 An employee who is placed on a job per paragraphs 6.04.02, 6.04.03, 6.04.04 or 6.04.05, will be allowed the normal familiarization periodand will be given the normal instructions for such job during the familiarization period. In the event that the employee fails to meet the job requirements during the familiarization period he shall be returned to his previous job or a comparable job at the same grade level as his previous job.

6.04.07 The Company will post notices of first line supervisory jobs and non-supervisory jobs outside the bargainingunit in the North York Plant. Written applications from the bargaining unit employees will be considered before an appointment is made.

Grievances originating in connection with this clause shall only be subject to the grievance procedure up to and inclusive of the third step.

6.04.08 When qualifications for a job are determined by written tests, the following shall apply:

- (a) The Union will be advised upon request of the name of any employee(s) taking the test.
- (b) The employee and the Union will be advised of the required pass mark.
- (c) If there is any complaint following the taking of any test, the test and results shall be shown to and discussed with the employee alone or with the steward present if the employee so requests. In addition the test and results will be shown to and discussed with the Union upon request.

- (d) If no employee within the bargaining unit achieves a passing mark, the Company will discuss with the Union the possibility of filling the job, by providing additional training to someone within the bargaining unit, prior to hiring from outside.
- (e) In the interest of assisting employees wishing to further their technical knowledge, the company will provide the following on request:
 - (i) a general outline of the technical areas to be covered by the test, eg, theory, troubleshooting and analysis of analogue amplifiers and micro-processor-based circuits; digital logic, etc., and a list of textbooks or other publications covering the content of the test.
 - (ii) feedback to employees that have failed tests regarding general areas requiring improvement.
 - (iii) access to technical reference materials related to areas to be tested, subject to availability. Preference in supplying copies of this material will be given to applicants for a job requiring the test or to employees who have failed the test.

6.05 Effect of Lack of Work

6.05.01 When lack of work necessitates decreasing the number of employees assigned to a job analysis number, the junior employee from the affected job and grade will be declared surplus and will have bumping rights in accordance with the following procedures.

6.05.02 When lack of work necessitates that a surplus employee bump in grade 26 or in a higher grade, such surplus employee will have the right to bump a junior employee on the same or lower grades in order down to grade 25 provided he has previously performed the work being done by the junior employee or provided the work he has

performed in previous assignments makes him qualified to perform the junior employee's assignment satisfactorily within the normal familiarization period. If he cannot be placed in grade 25 or higher, then he will exercise bumping rights in accordance with 6.05.04.

6.05.03 When lack of work necessitates that a surplus grade 25 employee bump, he/she shall displace a junior employee in the following order:

- (1) The surplus employee will bump a junior employee on the last former job analysis he/she held in grade 25.
- (2) If the surplus employee can not be placed per (1) above, then he/she will bump a junior employee in the next former job analysis he/she held in grade 25 provided this job analysis was held during the previous five (5) year period.
- (3) If the surplus employee cannot be placed per (2) above, the process of (2) above will be repeated in each former job analysis he/she held in this grade in order provided the job analysis was held during the previous five (5) year period.
- (4) The surplus employee will have the right to refuse to be placed in a former job he/she held when being placed per (1) (2) or (3) above. In the event of a refusal to accept placement in the first job that the surplus employee could bump, his/her bumping rights will then move directly to the provisions of (5) below.
- (5) If the surplus employee cannot be placed per (1) (2) or (3) above, he/she will have the choice of bumping:
 - (i) The junior employee in grade 25, provided he/she is capable of performing the work, or
 - (ii) Choose to exercise bumping rights in grade 24 in accordance with 6.05.04.

6.05.04 When lack of work necessitates that a surplus employee bump from a higher grade to grade 24 or 23 or bump as a surplus employee in grade 24 or 23, he/she shall displace a junior employee in the following order:

- (1) The surplus employee will bump a junior employee on the last former job analysis he/she held in the grade where he/she was declared surplus.
- (2) If the surplus employee cannot be placed per (1) above, then he/she will bump a junior employee in the next former job analysis he/she held in the grade where he/she was declared surplus provided this job analysis was held during the previous five (5) year period.
- (3) If the surplus employee cannot be placed per (2) above, the process of (2) above will be repeated in each former job analysis he/she held in this grade in order provided this job analysis was held during the previous five (5) year period.
- (4) A surplus employee will not be required to bump into a buffering job if the bumping takes place more than twelve (12) months after the surplus employee last held this job.
- (5) If the surplus employee cannot be placed per (1) (2) or (3) above, he/she will have the choice of bumping:
 - (i) The junior employee in the same grade on a non-buffering job, provided he/she is capable of performing the work, or
 - (ii) A junior employee in the same grade on a buffering job, or
 - (iii) Choose to exercise bumping rights in the next lower grade, in accordance with 6.05.04 or 6.05.05.

- 6.05.05 When lack of work necessitates that a surplus employee bump from a higher grade to grade 22 or as a surplus grade 22 employee, he/she, starting with the most senior employee affected, will have the option to select from the available open job vacancies at the grade 22 level which will be created through the bumping of junior grade 22 employees who shall be laid off.
- 6.05.06 Carpenters, painters and skilled trades will not be subject to bumping by other shop employees who have not previously performed the job and will in turn be restricted to bumping junior shop employees on jobs they have previously performed or junior shop employees at grade 24 and lower levels.
- 6.05.07 **An** employee who has not performed the buffing job during the previous twelve (12) months and who chooses not to bump into this job will not lose rate protection.
- 6.05.08 Except as provided in 6.05.07, an employee who chooses not to bump into a job he is capable of performing but bumps into a lower grade, will not be entitled to rate protection.
- 6.05.09 If the surplus employee cannot be placed on a job in accordance with the above paragraphs 6.05.02, 6.05.03, 6.05.04 and 6.05.05 he/she shall be laid off.
- 6.05.10 The Company will give the employee(s) affected and the Union notice of lay-off in writing as follows, or notice of lay-off as provided in the appropriate government legislation, whichever is greater:
- (a) Two (2) weeks notice for service of less than five (5) years.
 - (b) Four (4) weeks notice for service of five (5) years but less than ten (10) years.

(c) Eight (8) weeks notice for service of ten (10) years or more.

6.05.11 Prior to hiring new employees, the Company will recall laid-off employees as follows:

<u>Seniority Standing At Date of Lay-off</u>	<u>Recall Period After Date of Lay-off</u>
Less than 1 year	*24 months
One year but less than five years	*36 months
Five years or more	*60 months

*Note: Recalls will be in accordance with paragraph 6.05.12.

A laid-off employee will be given an additional twenty-four (24) month period of preferred hiring consideration if, prior to the end of the applicable recall period, the employee makes application in writing to the Company and presents himself for employment when required by the Company.

Failure to accept any offer of employment will terminate the above rights subject to the provisions of 6.01.01(e). However, refusal to accept recall to a buffing job will not terminate recall rights, except in cases where an employee who has been laid-off from a buffing job is recalled to fill an opening in buffing.

6.05.12 Laid-off employees will be recalled in order of their seniority at time of lay-off provided such employees are able to meet the normal requirements of the available job vacancies within the normal familiarization period and provided they have kept the Company informed of any change of address and have not refused an opportunity for employment when called by the Company. The Company agrees that it will send a registered notice to the last recorded address. The Company will provide the local

Union with a list of all employees who refuse recall as well as a list of those employees that the Company is attempting to contact via registered notice.

- 6.05.13 Notwithstanding seniority on a group basis, an employee with five (5) or more years of service with the Company, who has been laid off for a period of thirty (30) days, may apply for work in the office group and, if there is official evidence of previously acquired skill and experience applicable to the job or experience on a similar type of work indicating that he is capable of doing the job efficiently, he may displace an employee with less seniority with the Company. Seniority shall prevail on all such displacements where two or more employees apply for the same job, provided the applicants can perform the work capably and with efficiency.

ARTICLE 7 - CONTINUOUS SERVICE

- 7.01 Continuous service begins on the date of hiring in the Company and accumulates for the full period of employment with the Company subject to the following conditions:
- 7.01.01 Continuous 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 a satisfactory reason is provided.
 - (d) Inability to return to work within two (2) years after sick benefits (if any) have expired.

- (e) Failure to return to work from lay-off within one (1) week after having been notified to report; or within two (2) weeks after having been notified and 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 continuous service.

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) Failure to return from lay-off within the "Continuous Service Maintains" times outlined in 7.01.03.
- (g) A laid-off employee who is recalled to work and is unable to return due to sickness, accident or maternity shall not lose his/her recall rights. A laid off employee who is recalled to work and is unable to return as a result of being in attendance in a full time education program at a recognized university/college at the time of recall shall not lose recall rights but will be required to return immediately following completion of the current semester. Appropriate proof of registration must be provided.

7.01.02 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 up to one (1) month only, in any consecutive twelve (12) month period, will be granted upon return to work.
- (b) Any period of leave of absence in excess of one (1) month in any consecutive twelve (12) months for

which approval is granted without credit for continuous service.

7.01.03 An employee will accumulate and/or maintain continuous service during lay-off as follows:

Continuous Service at <u>Date of Layoff</u>	Continuous Service <u>Accumulates</u>	Continuous Service <u>Maintains</u>
Less than 1 year	* 6 months	12 months
1 year but less than 5 years	* 9 months	36 months
5 years or more	*18 months	60 months

*Note: If an employee returns from lay-off within above periods.

7.01.04 Continuous service shall be bridged for the following reasons:

- (a) An employee whose term of employment has been broken 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>Period of Service Break</u>	<u>Previous Continuous Service Credited</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 of service break
1 year or more	after completing 1 year of Continuous Service

- (b) Employees who have had previous credited service of six (6) months or more with associated companies

shall receive credit for such service, in the same manner as paragraph (a) above.

**ARTICLE 8 • PROTECTION FOR EMPLOYEES ON
TRANSFER OF WORK FROM UNIT OR PHASE-OUT OF
OPERATIONS**

- 8.01 In the event that the Company moves an operation or a job to another Company location or ceases to perform an operation or job due to a phase-out of such operation or job, the following procedures will apply:
- (a) **An** employee on an affected job will exercise bumping rights in accordance with the Collective Agreement.
 - (b) If the employee is unable to maintain his grade under (a) above, he may request to be transferred at the same or to another Company location to a vacancy at the same grade level as his job which was affected by the move.

In the event that the exercising of bumping rights referred to in (a) above results in an employee bumping down from his old grade, then that employee may request a transfer at the same or to another Company location, to a vacancy at his resultant grade level or **any grade level up to his grade level prior to the move**. **All** requests for transfer shall be made no later than six (6) months immediately following the date of the *move of the job or operation*. If a vacancy is available during this six (6) month period and local Collective Agreements permit, the Company will transfer the employee.

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.

- R (c) If the Company is unable to find suitable placement for the employee as per (b) above, the employee may elect to be terminated and receive severance pay as follows:

<u>Continuous Service</u>	<u>Severance Pay *</u>
Less than 1 year	0
1 year but less than 2 years	2 weeks
2 years but less than 3 years	3 weeks
3 years but less than 4 years	4 weeks
4 years but less than 5 years	5 weeks
5 years but less than 6 years	6 weeks
6 years but less than 7 years	7 weeks
7 years but less than 8 years	8 weeks
8 years but less than 9 years	9 weeks
9 years but less than 10 years	10 weeks
10 years but less than 11 years	14 weeks
11 years but less than 12 years	16 weeks
12 years but less than 13 years	18 weeks
13 years but less than 14 years	20 weeks
14 years but less than 15 years	22 weeks

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

- * Total monies paid will not be less than if the layoff had occurred under the previous agreement. For comparison purposes the employees service up to May 2, 1993 and their rate under the 1991 agreement will be used.

- (d) If eligible, the employee may request to proceed on pension. The employee will not be entitled to severance pay allowance, if his request is granted by the Company.

- 8.02 **An** employee who is retained on a job in accordance with 8.01 (a) or (b) above and whose rate is adversely affected by the move will have his rate in effect at the time of the move maintained after the change in assignment for twelve

(12) months or as provided in Article 37.04, whichever is the greater period. During the rate 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 assignment.

- 8.03 If, as a result of a transfer request being granted, the employee is required to move to a Company location further than eighty (80) kilometers from his present Company location, the Company will pay reasonable moving costs.
- 8.04 The Company will give sixty (60) days notice, whenever possible, to employees who are to be transferred to a new location.
- 8.05 In the event of a total phase-out of the North York plant operations, the Company will meet with the Union to discuss its decision at least 35 weeks in advance of the date of closure. It is understood that when discussions are conducted or information is given and the Company indicates that such discussions or information is on a confidential basis the Union will strictly maintain the confidentiality of such discussion or information. 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.

Employees affected may request transfers according to Article 8.01 (b) above or, if eligible, may request to proceed on pension according to Article 8.01 (d).

If the Company is unable to find suitable placement for the employee, he/she may elect to be terminated and to receive severance pay per 8.01(c) above or in the amount provided in applicable legislation, whichever is greater.

ARTICLE 9 • TECHNOLOGICAL CHANGE

- 9.01 Where the Company introduces plant equipment or material different from that in place, or modifies current plant equipment, with the resulting direct displacement or grade reduction of ten (10) or more employees, the Company will notify the Union as soon as planning is sufficiently advanced for definite intentions to be tabled. The Company will update this information if significant new developments or modifications arise. **As** soon as possible, the Company will subsequently meet with the Union to provide information such as:
- the nature of the change
 - the approximate planned date of implementation
 - the estimated number, type, grade and department of employees affected by the change
 - the effects the change may be expected to have on the employees affected.
- 9.02 Employees whose jobs are displaced or whose grade is reduced directly as a result of the above, will have recourse to the options contained in Article 8, Protection For Employees On Transfer Of Work From Unit Or Phase-Out Of Operations.

ARTICLE 10 • HEALTH AND SAFETY

- 10.01 The Company will maintain adequate sanitary arrangements throughout work areas and provide proper safety devices.
- 10.02 No employee shall be required to operate or use any machine, tool, die or other equipment that is not in safe working order.
- 10.03 In case of employees sustaining injury at work or becoming affected by an occupational disease during the course of their employment, and physically handicapped as a

result thereof, every effort will be made to give such suitable employment by the Company as is available.

- 10.04 In case of employees returning from sickness if physically unable to do the same work or work similar to that which they were doing prior to their sick leave, the Company will endeavour to find such suitable work as may be available.
- 10.05 Where the work involved requires the use of safety glasses, they will be supplied by the Company. In cases where prescription glasses are required the Company will supply the initial prescription and subsequent replacement when the prescription changes. Replacement shall not be more frequent than one per year.
- 10.06 Health and Safety Committee
- 10.06.01 There shall be a Health and Safety Committee consisting of four members, two of whom shall be selected by the Union from among the employees in the North York Shop bargaining unit and the North York Office bargaining unit and two to be selected by the Company.
- 10.06.02 The Company shall circulate to the employees and post where appropriate, a notice of the names of each member of the committee and any subsequent changes.
- 10.06.03 The committee shall meet during regular working hours at least once each month and, where meetings are required on an urgent basis as a result of an emergency or other special circumstance, the committee shall meet as required whether or not during regular working hours.
- 10.06.04 A member of the committee shall be entitled to such time from his work as is necessary to attend meetings or to carry out any other functions as a member of the committee, and any time spent by the member while carrying out any of his functions as a member of the committee shall, for the purpose of calculating wages owing to him, be deemed to have been spent at work.

10.06.05 The committee shall keep accurate records of all matters that come before it and shall keep minutes of its meetings.

10.06.06 The duties and functions of the committee shall be:

- (a) The receipt, consideration and expeditious disposition of complaints relating to the health and safety of the employees represented by the committee.
- (b) The establishment and promotion of health and safety programs for the education of the employees represented by the committee.
- (c) Participation in all inquiries and investigations on matters pertaining to occupational health and safety including such consultations as may be necessary with persons who are professionally or technically qualified to advise the committee on such matters.
- (d) Developing, establishing and maintaining programs, measures and procedures for the protection or improvement of the health and safety of employees.
- (e) Monitoring programs, measures and procedures related to the health and safety of employees on a regular basis.
- (f) Requesting from the Company such information as the Committee considers necessary to identify existing or potential hazards with respect to materials, processes or equipment.
- (g) Any other duties and responsibilities assigned to joint health and safety committees by applicable legislation.

ARTICLE 11 - FOREMEN AND SUPERVISORS

11.01 Foremen and Supervisors shall act in a supervisory capacity as in the past, and shall not perform any additional work

or operation regularly performed by workmen and operators, except in cases of emergency or when competent regular employees are not available, or for the purpose of instructing employees, unless they are employed as working foremen or working supervisors.

- 11.02 This article does not apply to foremen or supervisors whose duties as established by precedent involve working on the job.

ARTICLE 12 - BULLETIN BOARDS

- 12.01 The Company will supply Bulletin Boards wherever practicable to be used by the Union for posting notices with respect to Union activities.

- 12.02 Prior Company approval will not be required to post only the following:

- (1) notice of meetings, social events and Union elections and referendum votes.
- (2) results of elections and referendum votes.
- (3) proposed by-law changes.
- (4) lists of local officers, base representatives, stewards and their addresses and telephone numbers.
- (5) local by-laws
- (6) collective agreement.

- 12.03 When Company notices which refer to the Union are to be posted, the Company agrees to advise the Union of the contents thereof before such notices are posted.

ARTICLE 13 - JOB EVALUATION

- 13.01 The classification of employees within the established grades and to the various occupations will be in accordance with the Job Evaluation Plans at present in use in the Company.

- 13.02 A copy of the Job Evaluation Plans will be given to the Union.
- 13.03 The employee involved and a Local Union representative will have the right to review the job write-up to assure that all important duties are included before submission to the Grading Committee for evaluation.
- 13.04 The Company will supply the Union with the same job write-up data which is submitted by supervision to the Company's Job Grading Committee.
- 13.05 When existing jobs are to be re-evaluated, the job write-up and re-evaluation shall be completed within 90 days from the date agreement has been reached to re-evaluate the job.
- 13.06 Substantiation data of evaluated jobs will be supplied to the Union.
- 13.07 In the event that the Union challenges the grading of a job, a local or national union representative designated by the Union will, upon request, be allowed to view the job for a reasonable period of time accompanied by a management representative. Every effort will be made to avoid interference with productive activities.
- 13.08 Job evaluation grievances presented within sixty (60) days of the release of the job substantiation data to the Union may be processed in accordance with the grievance and arbitration provisions of this Agreement. The time limit may be extended by mutual agreement.
- 13.09 In the event that an employee believes his job write-up does not reflect his assignment he may discuss the matter with his supervisor and if the problem is not resolved, a grievance may be processed in accordance with the grievance procedure.
- 13.10 Pay treatment for an upgrade resulting from re-evaluation of a job will be effective thirty (30) days after the date on

which the Company and a local union representative review the job write-up to ensure that all important duties are included or thirty (30) days after the Union presents a grievance with respect to the grading of a job.

R ARTICLE 14 - LAY-OFF ALLOWANCE

14.01 Employees laid-off temporarily in accordance with this agreement, who have applied for and are in receipt of Unemployment Insurance (U.I.) Benefits, shall become eligible to the lay-off allowance.

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

<u>Continuous Service on Date of Lay-Off</u>	<u>Lay-Off * Allowance Entitlement</u>
Less than 1 year	0
1 year but less than 2 years	5 weeks
2 years but less than 3 years	6 weeks
3 years but less than 4 years	7 weeks
4 years but less than 5 years	8 weeks
5 years but less than 6 years	9 weeks
6 years but less than 7 years	10 weeks
7 years but less than 8 years	11 weeks
8 years but less than 9 years	12 weeks
9 years but less than 10 years	13 weeks
10 years but less than 11 years	15 weeks
11 years but less than 12 years	17 weeks
12 years but less than 13 years	19 weeks
13 years but less than 14 years	21 weeks
14 years but less than 15 years	23 weeks

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

* Total monies paid will not be less than if the layoff had occurred under the previous agreement. For comparison

purposes the employees service up to May 2, 1993 and their rate under the 1991 agreement will be used.

14.03 Lay-Off Allowance Plan payments to laid-off employees shall be made as follows:

- (a) At the end of the pay period following the first week of lay-off, the employee will be entitled to an allowance equal to 90% of his regular weekly pay at the end of the first week of lay-off if this week is the second week of the U.I. waiting period. This payment will be made once within a consecutive fifty-two (52) week period.
- (b) Each subsequent week's allowance requires receipt of U.I. benefits and shall be equivalent to 90% of the employee's regular weekly pay less his U.I. weekly benefit rate.
- (c) When U.I. benefits have exhausted, an employee who is still on lay-off and has remaining credits under 14.02 will continue to receive an allowance equal to 60% of his regular weekly salary until his credits exhaust.
- (d) A lay-off allowance will be paid for the first week of recall if the employee has received total monies received for that week is less than 90% of the regular weekly pay at the time of lay-off and if the employee has received a U.I. benefit or did not receive one because they had exhausted.
- (e) Employees have no vested right to the lay-off allowance except for supplementation of U.I. benefits during the unemployment period as specified in this article.

- 14.04** Lay-Off Allowance will cease as follows:
- (a) When lay-off allowance entitlement is used up.
 - (b) At the end of the first week after the employee reports for work subsequent to recall.
 - (c) When the employee fails to report for work after recall; except that lay-off allowance will not cease if an employee does not accept recall because it is to a job classified lower than the one from which the employee was laid off or because the recall is of short duration.
 - (d) An employee is no longer in receipt of U.I. benefits.
 - (e) It is understood that if during any week of lay-off an employee obtains employment at a rate less than his UIC entitlement he will not be disqualified from benefit provided he receives any portion of his UIC entitlement.

14.05 Lay-off allowance payments shall be based on the employee's established weekly schedule of work hours (excluding overtime) in effect as of the date of lay-off.

The rate of pay used in such computations shall be the employee's hourly rate including COLA in effect at the date of lay-off.

14.06 An employee who has been recalled following a period of lay-off and is again laid off prior to completing one year of continuous credited service after the date of return to work shall be granted a lay-off allowance based on his overall continuous credited service after deducting the amount he received from his previous lay-off.

14.07 Lay-off allowance benefits will be fully reinstated after one (1) year of continuous credited service after date of return to work from lay-off.

14.08 (a) The Company agrees to cover the following benefits **for five (5) months** following the month of lay-off so long as laid off employees continue to contribute to those plans which employees are required to make contributions.

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

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

- Extended Health Care Plan
- Group Life Part I

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

ARTICLE 15 - GRIEVANCES

15.01 General:

R 15.01.01 The Company agrees to pay employees (except those on leave-of-absence) who are Communications, Energy and Paperworkers Union of Canada - Local 9 representatives, **for** reasonable time spent in the proper administration of this Agreement during regular working hours. The Union also agrees that stewards as well as other Communications, Energy and Paperworkers Union of Canada - Local 9 officers will not leave their regular duties without obtaining permission from their immediate supervisor and will report back *to* their supervisor on the resumption of their regular duties.

- R 15.01.02 The Union may require the attendance of a Communications, Energy and Paperworkers Union of Canada - Local 9 executive other than a member of the Grievance Committee at any meeting at which grievances are discussed. The Company will not pay such representative for time so spent.
- 15.01.03 The Company undertakes that it will not attempt to settle any grievance directly with an employee if his grievance has already been discussed with the Company by the Union. Nothing in this Agreement shall be interpreted as preventing an employee from taking a complaint or question up through the regular line of Company organization as an individual.
- 15.01.04 **Any** period of time specified in the grievance procedure clauses may be extended by mutual agreement.
- R 15.01.05 At any stage of the grievance procedure the Communications, Energy and Paperworkers Union of Canada - Local 9 may have the assistance of the employee or employees concerned and any necessary witnesses in either case to a maximum of two (2) unless otherwise mutually agreed upon. All reasonable arrangements will be made to permit the conferring parties to have access to work areas to view operations and to confer with the necessary witnesses.
- 15.02 Grievance Committee and Stewards:
- 15.02.01 The number of stewards necessary to carry out this Agreement shall be calculated on the basis of one (1) steward for each group consisting of approximately forty (40) employees, with a minimum of five (5) stewards. The Company agrees to recognize one (1) additional steward as long as the situation with respect to servicing external buildings remains the same.
- 15.02.02 The Company agrees to recognize a Grievance Committee of three (3) members to be chosen by the Local from a panel of the permanent Stewards and Executive of the

Local. The steward in whose group the grievance has arisen, and who is not already a member of the Grievance Committee, may become an additional member when that grievance is discussed.

15.03 Grievance Procedure:

15.03.01 It is the mutual desire of the parties hereto that complaints shall be adjusted as quickly as possible.

If an employee has any complaint, it shall first be presented verbally to the employee's immediate supervisor.

The employee may have the assistance of his steward in presenting the complaint if he so desires.

If, having allowed reasonable time for the adjustment of the complaint, (to a maximum of three days), an employee is dissatisfied with the disposition of the complaint, Step 1 of the Grievance Procedure may then be invoked.

15.03.02 Officers or the Chief Steward of the Local may present a grievance on behalf of an employee or group of employees at any time, 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 as a result of personal observation. Depending upon the nature of the grievance, and by mutual consent, such grievances may be presented verbally to the supervisor affected or at any other appropriate step in the grievance procedure.

15.03.03 Step 1

If a satisfactory adjustment to the complaint of the employee has not been made within the three (3) working days time limit specified in paragraph 15.03.01, the employee shall, within a further period of ten (10) working days state the matter in writing on a grievance form and present it to his immediate supervisor. The employee may

have the assistance of his steward in preparing the grievance and in presenting it to his supervisor. After such discussion as is necessary, the supervisor shall state his decision or refusal to make a decision in writing with appropriate reasons within five (5) working days and deliver a copy to the steward.

15.03.04 Step 2

If the grievance is not settled to the satisfaction of the employee at Step 1, the steward may, within a further period of five (5) working days, take the grievance up at a meeting of the Grievance Committee. After appropriate discussion, the Grievance Committee may within a further period of ten (10) working days, take the matter up at a meeting with the appropriate higher level of management under whose jurisdiction the grievance arose, together with other representatives of the Company as may be required. This meeting shall be convened and chaired by the Human Resources Manager or his delegate. The meeting shall be held within three (3) working days after notice is received by the Company. The Company's answer shall be given in writing within five (5) working days after the date of the meeting.

15.03.05 Step 3

Failing satisfactory adjustment at Step 2, the Union shall within a further period of ten (10) working days request a meeting with the appropriate Manager in whose jurisdiction the grievance arose, together with such representatives of the Company as may be required. This meeting shall be convened and chaired by the Human Resources Manager or his delegate. Such meeting shall be held within three (3) working days after notice is received by the Company. The grievance shall be presented by a representative of the Union together with the Grievance Committee. The Company's final decision in writing shall be given to the Union within a period of ten (10) working days after the date of this meeting.

15.03.06 Step 4

If the grievance has not been settled to the satisfaction of both parties, it shall, if requested by either party to this agreement, be referred to arbitration. The request for arbitration must be made within thirty (30) calendar days after the final decision of the Company has been given. However, when a decision has been reached that the arbitration procedure will not be invoked, the other party shall be notified immediately.

ARTICLE 16 - ARBITRATION

16.01 Should the Company and the Union fail to reach agreement in regard to any differences concerning the interpretation or alleged violation of this Agreement, the matter may on the application of either party be referred to Arbitration.

16.02 When either party requests that a grievance be submitted to arbitration, it shall make such request in writing addressed to the other party to this Agreement. Within ten (10) days thereafter, or such longer period as may be mutually agreed upon, the parties will endeavour to agree upon a single Arbitrator. If agreement cannot be reached on the selection of the Arbitrator, then the appointment of the single Arbitrator will be made by the Minister of Labour upon the request of either party.

The time limit mentioned in this clause is not mandatory but merely discretionary and any breach of this limit shall not result in the dismissal of an arbitration application.

16.03 Each of the parties hereto will jointly bear the expense of the single Arbitrator.

16.04 The Arbitrator will not have jurisdiction to alter or change any of the provisions of this Agreement or to substitute any new provisions in lieu thereof, nor to give any decision

inconsistent with the terms and provisions of this Agreement.

- 16.05 A grievance claiming an employee has been unjustly discharged or otherwise disciplined may be settled by:
- (a) confirming Management's action discharging or disciplining the employee, or
 - (b) re-instating the employee with **full** compensation for time lost, less earnings from other sources, or
 - (c) any other penalty which is just and equitable in the opinion of the arbitrator.
- 16.06 The proceedings of the arbitration will be expedited by the parties hereto and the Arbitrator. The decision of the Arbitrator will be final and binding upon the parties hereto.
- 16.07 The conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties to have access to work areas to view operations and confer with the necessary witnesses.
- 16.08 The Company will not reimburse employees for pay which is lost in connection with arbitration proceedings.

ARTICLE 17 - DISCIPLINARY ACTION

- 17.01 No employee covered by this Agreement shall be disciplined in any manner, demoted, suspended or discharged except for just cause.
- 17.02 An employee who is discharged, suspended, demoted or given a formal warning shall be advised at that time in writing, of the reason for such action. The Local Union shall be given or mailed a copy of this written notice within

five (5) working days of the date on which the action was taken.

17.03 The effect of a formal warning (other than a final warning) shall not extend beyond a period of eighteen (18) months. In the event there are progressive formal warnings on the employee's record when the effect of an earlier warning expires, subsequent formal warnings (other than a final warning) will revert downward on the progressive warning system.

The effect of a final warning shall not extend beyond twelve (12) months.

17.04 When an employee is being suspended, demoted, discharged or given a final warning a steward or local Union officer shall be present as an observer during the final interview. As an observer, the Union steward may ask for clarification of Company statements and the facts related to the disciplinary action.

17.05 In the case of a suspension or a discharge, a grievance may be lodged at Step 2 of the grievance procedure.

17.06 Any employee being sent home pending final resolution to a potentially disciplinary related matter shall have the right, upon request, to speak to a Steward or alternate, if available, prior to leaving the building.

ARTICLE 18 - LEAVE OF ABSENCE FOR UNION DUTIES

18.01 The Company agrees that leave of absence without pay but with maintenance of continuous service, 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 the Agreement or for union educational purposes. Such leave shall not exceed a period of one (1) year but may be subject to renewal at the expiration of one (1) year.

At the expiration of the leave, the employee shall be reinstated in the same job he held with the Company when the leave was originally granted, provided such job still exists. If the job no longer exists the employee will be placed in a job in the same manner as if he were deployed as surplus from his former job.

- 18.02 At the request of the National Union or the Local Union reasonably in advance of the proposed leave of absence date and confirmed in writing, the Company may grant a leave of absence not to exceed one (1) month in any one leave to a member of the Local in connection with arbitration, education or other Union activities. In the case of a Local Officer or Steward, the Company shall grant such a requested leave: however not more than half of this group, except by mutual agreement, shall be off at any one time.
- 18.03 Where an Officer, Steward or member of the Union is granted leave of absence for union activities, upon written authority from the Union or the Local, the Company will pay the employee his regular pay for the time not worked during his regular hours of work, not to exceed one (1) month for anyone (1) leave. The Local shall reimburse the Company for such payments.
- 18.04 The President, Vice-president, Treasurer, Secretary, Educational Director and Chief Steward shall not be moved from Toronto during their term of office without agreement of the Union. If the officer affected agrees to such move, that shall constitute agreement by the Union as used in this section.
- 18.05 The Union agrees to cooperate with the Company in order that disruption of business may be minimized.
- 18.06 Union officers will be assigned to day shift operations.

PAID EDUCATION LEAVE

- 18.07 The Company agrees to pay into a special fund two cent (2¢) per hour per employee for all hours paid, for the purpose of providing paid education leave (P.E.L.). This paid education leave will be for the purpose of upgrading the employee's skills in all aspects of Trade Union functions. Such monies are to be paid on a quarterly basis into a trust fund established by the National Union, CEP and sent by the Company to the Secretary Treasurer, C.E.P., 350 Albert Street, Suite 1900, Ottawa, Ontario, K1R 1A4.

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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 without pay for twenty (20) days of class time, plus travel time where necessary, in any twelve (12) month period from the first day of leave. Employees on paid leave of absence will continue to accrue seniority and benefits during such leave.

Leaves of absence referred to above will be granted providing other employees in the bargaining unit are available and qualified to perform the job being vacated because of the leave. The Company will ensure that employees are not prevented from taking such leaves of absence on an ongoing basis due to the unavailability of qualified replacements.

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

ARTICLE 19 - DEDUCTION OF UNION DUES

- 19.01 As a condition of employment with the Company, all employees covered by this Agreement will pay the regular Union dues, commencing with their first payroll week in the bargaining unit and the Company will deduct weekly, through payroll deductions, an amount equivalent to the regular dues.

- 19.02 Union dues deductions will be made from the balance remaining after all other compulsory deductions and deductions authorized by the employee are made. In the event an insufficient amount remains after all other deductions, no deduction will be made in that pay period, but an additional amount equivalent to such dues deduction will be made in a future pay period to compensate. It is agreed that the Union will keep the Company harmless from any claims which may be made against it by an employee for amounts deducted from wages as provided in this Article.
- 19.03 Dues deductions will not be required to be paid during an employee's absence without pay.
- 19.04 As soon as possible after the end of the month, the Company will remit to the Secretary-Treasurer of the Union by cheque the amount so deducted, together with a list showing the amount deducted from the wages of each employee.
- 19.05 Any change in the amount of monthly Union Dues will be certified to the Company by the Secretary-Treasurer of the Union. A certification in a form acceptable to the Company which changes the dues will become effective on the first pay period of the fiscal month provided such certification has been received by the Company no later than fifteen (15) days prior to the commencement of such pay period.

ARTICLE 20 - UNLISTED PRIVILEGES

- 20.01 The Company agrees that existing privileges not included in this agreement will not be withdrawn or altered during the term of this Agreement without good cause.
- 20.02 The Company undertakes to consult with the Union prior to any contemplated change.

ARTICLE 21 - HOURS OF WORK

- 21.01 The normal hours of work shall be eight (8) hours daily, Monday to Friday, in accordance with the practices set out below:
- a) for single shift operations, the normal day-shift hours shall be 7:45 a.m. to 4:15 p.m.
 - b) for multiple shift operations, the normal hours of work shall be:
 - Dayshift: 7:00 a.m. to 3:30 p.m.
 - Afternoon shift: 3:30 p.m. to Midnight
 - Nightshift: 11:30 p.m. to 8:00 a.m.
- 21.02 The Union recognizes that work requirements are necessarily flexible and agrees that it may be necessary for the Company to alter the starting and stopping hours and to institute additional shifts from time to time, subject to the terms and conditions of this Agreement.
- 21.03 The Company undertakes to notify the Union before making any lay-off and, in the case of a general lay-off, to discuss with the Union the possible alternative of arranging a shorter work week.
- 21.04 Where an employee is required to report for work prior to the commencement of his regular shift, he will be given the opportunity of also working his regular shift.
- 21.05 When an employee's shift is changed with less than two (2) working days advance notice of the shift change or less than sixteen (16) hours off work prior to the commencement of the first shift of the changed shift schedule, he will be paid at the rate of time and one-half (1 1/2) for the eight (8) hours of such first changed shift. The Company will make every effort to avoid such shift changes during a payroll week. This clause will not apply when shift changes are made by the Company at the employee's request.

- 21.06 Employees required to work off-shift shall not be so assigned for a consecutive period in excess of one (1) month unless the employee chooses to remain working off-shift. At the conclusion of this period, employees shall be assigned to a regular day shift for an equivalent period of time.
- 21.07 **An** employee who has worked overtime ending within the eight (8) hour period prior to the commencement of his regular shift may, if he elects, be off work for a period of eight (8) hours prior to reporting for work. In such cases, wherever possible, the employee will be given the opportunity to work forty (40) straight time hours during the same payroll week.

ARTICLE 22 - OVERTIME

- 22.01 Employees shall be paid one and one half (1 1/2) times their hourly rate for overtime, except under the conditions covered in paragraphs 22.06 and 22.07.
- 22.02 The number of straight time hours in any one shift shall not exceed eight (8) hours.
- 22.03 Overtime shall be paid for all time worked in excess of eight (8) hours (not including overtime hours) on any one shift in any twenty-four (24) hours from Monday to Saturday inclusive. When computing hours worked for overtime calculation, casual lates paid by the Company and/or approved absences will be considered as time worked.
- 22.04 Overtime shall be paid for all time worked in excess of forty (40) hours (not including overtime hours) in any payroll week.
- 22.05 The Company agrees that as much advance notice as possible will be given to employees when they are required to work overtime. Except in the case of an emergency where the notice given is less than twenty-four (24)

hours, employees will be excused upon request from working such overtime. Overtime in excess of sixteen (16) hours per month is voluntary. Emergency overtime hours worked will be included in the computation of the monthly quotas. Under all circumstances, emergency overtime is compulsory.

22.06 Employees will be paid twice their hourly rate for all time worked in excess of twelve (12) hours on any one shift in any twenty-four (24) hours.

22.07 Employees will be paid twice their hourly rate for all time worked on a Sunday.

22.08 Employees whose regular work week is Monday to Friday inclusive shall be paid overtime for all time worked on Saturday as follows: time and one-half for all time worked on a Saturday up to 8 hours and double time for all time worked on a Saturday in excess of 8 hours. Those employees whose regular schedule includes a Saturday or part thereof, shall not be paid overtime on the Saturday, except for hours worked in excess of eight (8) hours, but shall be paid overtime on a 6th shift as follows: time and one-half (1 1/2) for all time worked up to 8 hours and double time for all time worked in excess of 8 hours.

22.09 When by mutual agreement working conditions are changed so that there shall be an extended shutdown of operations in conjunction with a Statutory Holiday or for some other special reason, it is understood and agreed that all time worked to provide for loss of production as a result of such shutdown shall be at straight time rates and that no overtime shall be paid irrespective of any agreement as contained in all other paragraphs of this Article. The signatures of an authorized officer of the Communications, Energy and Paperworkers Union of Canada Local 9 and the Human Resources Manager on the Company notice announcing such change, shall constitute agreement in accordance with the above.

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R ARTICLE 23 - OFF-SHIFT DIFFERENTIAL

- 23.01 **An** off-shift differential of 10% of the employees' basic rate will be paid to employees working on shifts commencing at or after 3:00 p.m. The basis for all calculations will be the basic rates of pay in effect on March 19, 1991.
- 23.02 Should any additional shifts be instituted which commence between the hours of 12:00 noon and 3:00 p.m. terms and conditions of such shifts will be negotiated with the Union.
- 23.03 In the event that a new product line is introduced at the North York Plant, the off-shift differential for any employees assigned to work on the new product line shall be \$1.00 per hour.

ARTICLE 24 - STATUTORY HOLIDAYS

- R 24.01** Employees who are not required to work on the undernoted statutory holidays will receive their normal pay provided such employees receive pay for either the working day preceding or the working day following a holiday, provided, however, that the Union may bring to the attention of Management any case which in their opinion warrants special consideration; in such cases the Company will not unreasonably deny statutory holiday pay.

For the period from May 3, 1993 to May 2, 1994, the holidays shall be as follows:

- May 24, 1993
- July 2, 1993
- August 2, 1993
- September 6, 1993
- October 11, 1993.
- December 24, 27, 28, 29, 30, 31, 1993
- April 1, 1994

For the period from May 3, 1994 to May 2, 1995, the holidays shall be as follows:

May 23, 1994
July 1, 1994
August 1, 1994
September 5, 1994
October 10, 1994
December 26, 27, 28, 29, 30, 1994
January 2, 1995
April 14, 1995

If the Federal or Provincial Government introduces a new statutory holiday (e.g. Heritage Day) such day will supplant one of the above days

24.02 Employees who work on any of the above statutory holidays officially observed on a day on which an employee would normally **work** will be paid their holiday pay and, in addition, will be paid double time for all time worked.

24.03 When a statutory holiday occurs during an employee's vacation, the employee shall be entitled to one (1) extra day as vacation with pay.

ARTICLE 25 - VACATION WITH PAY

R 25.01 Employees will become eligible for vacation with pay each year based on their continuous service with the Company as of June 30th of the current year as follows:

For employees with a continuous service date prior to May 3, 1974:

Length of
Vacation Weeks

Nineteen (19) years but less than twenty-nine years (29)	5
Twenty-nine (29) years and over	6

R 25.02 For employees with a continuous service date on or after May 3, 1974:

Vacation	Length of	
	<u>Weeks</u>	<u>Days</u>
One full calendar month but less than two months	1	
Two full calendar months but less than three months	2	
Three full calendar months but less than four months	3	
Four full calendar months but less than five months	4	
Five full calendar months but less than six months	5	
Six full calendar months but less than seven months	6	
Seven full calendar months but less than eight months	7	
Eight full calendar months but less than nine months	8	
Nine full calendar months but less than ten months	9	
Ten full calendar months but less than twelve months	2	
One (1) year but less than three (3) years	2	
Three (3) years but less than nineteen (19) years	3	
Nineteen (19) years but less than twenty-five (25) years	4	
Twenty-five (25) years but less than twenty-nine (29) years	5	
Twenty-nine (29) years service and over	6	

25.03 Employees who will complete required years of continuous service after June 30th in any calendar year as follows as per 25.01 or 25.02 shall be entitled to vacation that year on the same basis as if they had attained such continuous service by June 30th.

25.04 Vacation pay for employees with less than ten (10) full calendar months of service shall be paid on the basis of eight (8) hours at the employee's regular rate plus COLA for each day of vacation to which they are entitled.

25.05 Vacation pay for employees with ten (10) or more full calendar months of service shall be paid on the basis of 2% of earnings from the previous July 1st to June 30th, or 40 hours at their regular rate plus COLA, whichever is greater for each of the first two weeks of vacation to which they are entitled.

For each week of vacation after the second week, employees shall be paid vacation pay on the basis of forty (40) hours at their regular rate plus COLA.

- R 25.06 (a) When an employee has been absent without pay for an accumulated period in excess of sixty (60) days, his vacation shall be reduced in accordance with the following table for each thirty (30) days absence in excess of sixty (60) days:

<u>Week's Entitlement</u>	<u>Reduction in Vacation Credit</u>
Two (2) weeks or less	1 day
Three (3) weeks	1 1/2 days
Four (4) weeks	2 days
Five (5) weeks	2 1/2 days
Six (6) weeks	3 days

- (b) Pay for the purpose of Article 25.05(a) shall include WCB, Lay-off Allowance and Maternity Allowance and shall exclude any payment under any Long Term Disability Plan.
- (c) In the case of Lay-off Allowance, the employee must have been actively at work at some time during the vacation year (July 1st to June 30th) to be considered as having received pay for the purpose of vacation entitlement.
- (d) Employees returning to work from lay-off, maternity leave or WCB shall be paid vacation pay less any vacation pay already received for that year.

- 25.07 When a weekly or monthly rated employee is transferred to an hourly rate, the vacation period shall be based on his status as of June 30th in the current year.
- 25.08 Wherever practicable vacations will be given during the two (2) weeks immediately preceding Civic Holiday, during which two weeks, operations will be suspended insofar as possible but wherever practicable the Company will provide work for those employees who are not eligible for vacation under this plan. Employees who are entitled to vacation in excess of two (2) weeks may take their additional days immediately prior or subsequent to the Standard Vacation Period. 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 mutually arranged.
- 25.09 Employees shall be notified of their vacation dates on or before May 1st of each year, subject to reasonable change in dates which the Company may find it necessary to make.
- 25.10 Vacations are not cumulative and must be completed by the week of April 30th following the vacation year.

**ARTICLE 26 - VACATION ALLOWANCE TO
EMPLOYEES ON TERMINATION OF SERVICE,
MATERNITY/ADOPTION LEAVE OF ABSENCE AND
AT TIME OF LAY-OFF**

- R 26.01 Vacation allowance to employees will be calculated as follows:

Weeks of Vacation Entitlement per 25.01, on termination of service, maternity/adoption, leave of absence and at time of layoff.

Two (2) weeks or less 4% of pay for hours worked including
Three (3) weeks 6% overtime, offshift differential and

Four (4) weeks	8% COLA from 1st July
Five (5) weeks	10% at inclusive to date service terminates, or
Six (6) weeks	12% employee proceeds on leave or lay-off.

26.02 An employee proceeding on maternity or adoption leave may choose to be paid vacation allowance entitlement at time of commencement of the leave or as part of vacation pay entitlement after return to work. In the event the employee chooses the latter option, and subsequently terminates service, the employee shall be paid vacation allowance entitlement upon termination of service.

26.03 An employee proceeding on lay-off may choose to be paid vacation allowance entitlement at time of lay-off or as part of vacation pay entitlement after returning to work. Payment will be made not later than the Standard Vacation period for employees still on lay-off at that time. In the event the employee chooses the latter option and subsequently terminates service the employee shall be paid vacation allowance entitlement upon termination of service.

ARTICLE 27 - MINIMUM COMPENSATION

27.01 When an employee is called during his off-time to report for a work assignment outside his standard daily or weekly work schedule, it shall be considered a "called-in" emergency.

27.02 When an employee is required to make extra trips from his residence to place of work and return as a result of a "called-in" emergency he shall be paid for two (2) hours travelling time at straight time rates and shall receive overtime for any time worked.

The total pay for travelling and work time shall not be less than four (4) hours at straight time rates.

- 27.03 When the “called-in” emergency does not require extra trips but does involve reporting earlier than the starting time of his standard daily work schedule, one (1) hour travelling time shall be paid and the employee shall receive overtime for time worked prior to his standard starting time.
- 27.04 Any employee who reports for work as usual and is sent home because no work is available shall be paid the equivalent of four (4) hours work at his daywork rate providing such lack of work is not caused by power failure or any other event beyond the control of the Company.
- 27.05 Any employee required to work on Northern Telecom or Bell annual inventories shall be guaranteed four (4) hours of work.
- 27.06 **An** employee who is injured while at work and is sent home because of such injury shall receive pay up to the end of the shift on which he was injured.
- 27.07 Employees who are authorized to work additional time immediately following the regular stopping time shall be given a minimum of one-half (1/2) hours pay or shall receive payment at overtime rates, whichever is the greater.

ARTICLE 28 - ABSENCES FROM WORK

- 28.01 **Quarantine**
- Unavoidable absence due to contagious disease or quarantine in an employee’s immediate household, or unavoidable quarantine elsewhere where an employee is living, is treated as absence due to personal sickness.
- 28.02 **Jury Duty or Court Attendance**
- Leaves of absence with pay shall be granted by the Company to employees summoned for jury duty or court

attendance (not as plaintiffs, defendants, or voluntary witnesses). Employees shall report **for regular** duties while temporarily excused from attendance at court.

28.03 Bereavement

When a death occurs in the immediate family of an employee and the employee attends the funeral, such employee shall, on request, be granted leave of absence not to exceed five (5) regular working days.

An employee's immediate family shall be considered as spouse (including common law), child (including child of common law spouse), mother, father, legal guardian, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister and brother, foster parent, brother or sister of employee's spouse, and spouses of employee's brothers or sisters, grandparent and grandchild. Other relatives who reside in the same permanent residence as does the employee shall also be considered as immediate family.

The Company shall pay such employee up to a maximum of three (3) day's pay from the date of the death through and including the day after the funeral.

In the case of a memorial service, leave of absence shall be three (3) regular working days. The Company shall pay one (1) days pay provided the employee attends the memorial service.

28.04 Leave of Absence for Personal Reasons

When leave of absence is requested for personal reasons, such leave will be considered by the Company, taking into consideration the employee's reasons for such leave, the seniority of the employee, and the production requirements of the Company. Wherever possible, such leave will be granted.

28.05 Leave of Absence for Political Candidates

The Company will grant a leave of absence without pay for up to four (4) weeks for employees who are candidates for office in a municipal, provincial or federal election.

ARTICLE 29 - WELFARE PLAN

29.01 The Company will provide a pension plan and other benefits as fully described in the pension/benefits Appendix "A" to this Agreement.

29.02 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 paragraph 13 of the pension/benefits appendix to this Agreement.

ARTICLE 30 - EMPLOYEE TRAINING

30.01 The Company will provide opportunities for employees to update their technical skills. Employees whose jobs are displaced due to technological change will be given the opportunity for retraining by the Company for other employment.

30.02 The Company and the Union will meet annually (not during regular negotiations) to review training and technological change.

ARTICLE 31 - MATERNITY, ADOPTION AND PARENTAL LEAVES

MATERNITY LEAVE

31.01 Maternity Leave of Absence shall be granted, subject to the following:

- a) Applicable to employees with thirteen (13) weeks or more of service prior to the date of leave or in accordance with legislation.

- b) 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.
- c) Leave of Absence may begin no earlier than seventeen (17) weeks before the expected birth date unless an employee stops work because of complications or earlier delivery date as described in Article 31.01 - b) above.
- d) Leave of Absence will be granted under the following options:
 - (i) Option 1 - Period up to 17 weeks for combined 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.
 - (ii) 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.
- e) Employees on Option 1 Maternity Leave will be credited with Continuous Service (C.S.) and Local Seniority (L.S.) for the whole leave.
- f) 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.

- g) 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

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

- a) Applicable to employees with thirteen (13) weeks or more of service prior to the date of leave or in accordance with legislation.
- b) Employee states his/her intention to return to work and makes a formal application of an adoption leave of absence at least two (2) weeks prior to date of leaving.
- c) 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.
- d) Leave must begin no more than thirty-five (35) weeks after the child comes into the custody, care and control of the employee for the first time.
- e) 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

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

- a) 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:

- i) 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
 - ii) 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.
- b) 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.
- c) Parental Leave may begin:
- i) in the case of an employee who has taken Maternity Leave, immediately following 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
 - ii) in the case of an employee who is not entitled to take Maternity Leave, no more than thirty-five (35) weeks after the child is born or comes into the custody, care and control of the employee for the first time.
- d) Parental Leave will be for a period of up to eighteen (18) weeks.
- e) 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

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

ADOPTION LEAVE ALLOWANCE

- 31.05
- a) Adoption Leave Allowance will only be paid to employees who have Continuous Service (C.S.) of nine (9) months or more.
 - b) The employee who provides proof of receiving unemployment insurance benefits shall be paid adoption allowance for up to 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

- 31.06
- a) The following provisions apply to parental leaves, pursuant to Article 31.03, for the period of such leave on or after April 28, 1991.
 - b) Parental leave allowance will only be paid to those employees who have Continuous Service (C.S.) of nine (9) months or more.
 - c) The employee who provides proof that he/she is receiving unemployment insurance benefits shall be paid for up to ten (10) weeks parental leave allowance equivalent to 75% of the employee's weekly base rate less unemployment insurance benefits received by the employee. Payment of this allowance will cease after the employee ceases to qualify for unemployment insurance benefits.
 - d) The employee who is not entitled to receive unemployment insurance benefits for all or portion of the ten (10) weeks of parental benefits due to having been previously laid off by the Company, shall be paid parental leave allowance during parental leave for up to ten (10) weeks at a rate equivalent to 75% of the employee's weekly base rate, less any unemployment insurance benefits received.
 - e) The employee who, while employed by the Company, has received unemployment insurance benefits in connection with maternity and/or parental leaves and who is subsequently laid off by the Company without having worked sufficient time to permit maximum entitlement to unemployment insurance

benefits while on layoff shall be paid, an amount equivalent to the difference between the remaining amount of unemployment insurance benefit payable in the 52 week unemployment insurance entitlement period and the maximum amount of unemployment insurance benefit while on maternity and/or parental leave, plus layoff allowance top up.

**RETURN TO WORK FOLLOWING MATERNITY, ADOPTION
OR PARENTAL LEAVE**

- 31.07 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 "A".
- 31.08 When an employee is ready to return from Maternity Leave, Adoption or other Parental Leave reinstatement will be in accordance with the appropriate following procedure:
- a) Employees with a planned date of return up to thirty-five (35) full weeks will be retained on the job held on the date of proceeding on leave, seniority permitting. Should the employee not have the seniority to be retained she/he will be placed on an existing vacancy. If no vacancy exists, she/he will have the right to bump a junior employee seniority permitting.
 - b) Employees with a planned date of return in excess of thirty-five (35) weeks to fifty-two (52) weeks will be placed on an existing vacancy. If no vacancy exists she/he will have the right to bump a junior employee seniority permitting.
- 31.09 If upon return from Maternity Leave, Adoption or other Parental Leave, an employee is assigned to a lower grade classification than that held immediately prior to such

leave, the Company agrees to maintain her/his former rate of pay for a maximum period of twelve (12) months. This rate maintenance will be discontinued prior to the expiry of the twelve (12) month period in the following instances:

- a) Failure of the employee with rate protection to apply for vacancy in the job she/he held prior to leaving;
- b) A shortage of work situation which would have resulted in the protected employee's downgrade except when employee would have been protected per Article 37.04.

BENEFITS CONTINUATION DURING LEAVES

31.10 **An** employee electing to return to work from Maternity (Legislation), Adoption or Parental Leaves (Legislation) will receive the following benefits:

- Supplementary Hospital (unless the employee fails to pay the required premiums)
- Extended Health Care
- Vision Care
- Dental Care
- Group Life Insurance - Parts I and II (unless the employee fails to pay the required premiums)
- Dependent Life Insurance (unless the employee fails to pay the required premiums)
- Retiring Allowance Plan
- Survivor transition Plan
- Pension Plan

Full premium cost, if any, necessary to provide such continuing coverage will be paid by Northern Telecom Canada Limited. Should such an employee fail to return to work, the premium cost attributable to the period of the leave will be deducted from any monies then still owed such individual.

ARTICLE 32 - INFORMATION TO THE UNION

- 32.01 The Company agrees to furnish to the Union during the months of February, May, **August** and November, a **list (4 copies)** of the names, employee numbers, department numbers, home addresses, telephone numbers (if available) and marital status of all employees in the bargaining unit and will supply on a monthly basis the changes which take place thereafter.
- 32.02 The Company agrees to furnish the Union as soon as possible after the end of each month, but not later than the 15th of each month with the names, employee numbers, department numbers, telephone numbers (if available), marital status, and addresses of employees who were hired or transferred into the bargaining unit during the previous calendar month and the names and employee numbers of employees who terminated service or transferred out of the bargaining unit during the previous calendar month.
- 32.03 The Company will furnish the Union with the Job Analysis Number that each employee is assigned to at time of hiring. Subsequent changes in employee analysis ~~num~~bers will be supplied as the changes occur.
- 32.04 During the months of February, May, August and November the Company will furnish to the Union a list of the number of employees at each wage rate in each grade.
- 32.05 The Company agrees to furnish the Union, on a monthly basis, the total overtime hours of bargaining unit work in each work centre. Such listing shall be provided not later than the 15th of the following month.

ARTICLE 33 - MISCELLANEOUS

- 33.01 The Company agrees to pay employees reasonable living and travelling expenses when they are sent by the Company on training courses outside of Metropolitan Toronto and to pay a ten dollar (\$10.00) per day flat rate to

employees on course in Metropolitan Toronto but outside of 30 Norelco Drive for employees normally working there.

- 33.02 The Company agrees to give employees as diversified work as is possible in order that they may receive experience to qualify themselves for advancement.
- 33.03 "Casual Labour" may be hired by the Company on a day-to-day basis and must not be retained beyond the termination date of the job for which such labour has been engaged.

ARTICLE 34 - VALIDITY

- 34.01 If for any reason any portion of this Agreement shall be held to be void and unlawful, it shall not affect the validity of the rest of the Agreement.

ARTICLE 35 - PRODUCTION STANDARDS

- 35.01 The Union agrees that in recognition of the fact that efficient and economic production is in the interest of both parties, it will promote good workmanship and efficiency among its members. When new or revised work standards are established by the Company and an employee fails to meet such standards after normal training, the Company practice of adjusting its staff and re-examining layout, methods, etc. will be followed in an attempt to correct the problem. If the problem persists, the Company will discuss the matter with the Union and supply the pertinent data relating to the standards to the Union, before any further action is taken by the Company.

R ARTICLE 36 - COST OF LIVING ALLOWANCE

- 36.01 COLA payable for the life of the Agreement will be \$0.13 per hour.

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

ARTICLE 37 - RATES OF PAY

GRADE	EFFECTIVE MAY 3, 1993
23 (S23)	\$16.77
24 (S24)	\$17.29
25 (S25)	\$17.48
26 (S26)	\$17.93
27 (S27)	\$18.47
28 (S28)	\$18.91
29 (S29)	\$19.04

SKILLED TRADES

Shop Maintenance I	(TC1)	\$22.26
Shop Maintenance II	(TC2)	\$21.91
Test Set Maintenance	(TC1)	\$22.26

- 37.01 In the case of an upgrade, the rerate shall take place at the beginning of the payroll period immediately following the effective date of the upgrade. In the case of a downgrade, the derate shall be made in three (3) equal or approximately equal monthly steps commencing one (1) month after the date of the downgrade.
- 37.02 Employees who do work in more than one (1) grade for a continuous period of thirty (30) days, shall be upgraded or downgraded when they work 50% or more of their time in a higher or lower grade.
- 37.03 No employee shall be on an unassigned job for more than three (3) months.
- 37.04 Employees with (5) five years or more service who are downgraded through no fault of their own will maintain the rate of pay of their former grade in effect at the time of downgrade for the life of the agreement.

During the protection period employees will be granted rate adjustments resulting from contract negotiations based on the grade held prior to the downgrade.

37.05 Rate protection as provided in 37.04 will cease under the following conditions:

- (a) when an employee refuses to accept a vacancy per 6.04.03 or
- (b) when an employee refuses to make application for a posted vacancy per 6.04.02

provided that in either case the vacancy occurs on the analysis number from which the employee was downgraded and for which he is being paid rate protection or on the analysis number from which the employee bumped into the job from which he was downgraded.

Rate protection will not cease for employees who decline to post per 6.04.02 to a buffing or machine-setter job if they have not held these jobs within the preceding twelve (12) months.

37.06 Employees downgraded due to re-evaluation of their job will maintain their rate of pay at the former higher grade level. General wage adjustments will be applied on the basis of the grade held by the employee prior to the re-evaluation. The rate protection at the former grade level will cease upon the re-assignment of the employee to another job at his request, acceptance of a lateral transfer (other than the filling of a temporary vacancy) at his former grade level, a successful application for a posted vacancy or refusal to take a higher graded job for which the employee is qualified up to the protected grade level.

37.07 Employees presently on rate protection which originated prior to May 11, 1979, will have their rate protected at the grade level they held prior to their downgrade for the duration of this agreement, regardless of the provisions of 37.05.

During the protection period employees will be granted rate adjustments resulting from contract negotiations based on the grade level held prior to the downgrade.

- 37.08 When an employee is assigned as a temporary supervisor, he will be paid a premium of 10% over and above his current rate of pay, including C.O.L.A.

ARTICLE 38 - ACCESS TO EMPLOYEE PROFILE AND ATTENDANCE DOCUMENT

- 38.01 An employee may review his own personnel file upon his specific request, either individually or with his local Union steward, in the presence of the employee's immediate manager or Human Resources representative.
- 38.02 In the case of a complaint or grievance, the employee profile and/or attendance document of any employee directly involved in that complaint or grievance will be made available to a local Union steward, upon written authorization of the employee, for review in the presence of the employee's manager or a representative of the Human Resources Department. Following this review, the Company, on written authorization of the employee, will provide a copy of the employee profile and/or attendance document to the local Union.

ARTICLE 39 - MODIFICATION, RENEWAL AND TERMINATION

- R 39.01 This Agreement shall become effective on ~~May 3, 1993~~ and shall remain in full force and effect ~~up to and including~~ May 2, 1995. 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.
- 39.02 Either party may give to the other party notice in writing, at least ninety (90) days prior to the expiration date, of their desire to revise this Agreement. Within ten (10) days

after such notice is given, a conference shall be held to consider such revision.

- 39.03 If notice as contemplated under Paragraph 39.02 is not given, it shall remain binding for a further period of twelve (12) months unless either party gives to the other party written notice of the termination hereof of not more than ninety (90) days nor less than thirty (30) days prior to the date of termination.
- 39.04 In the event of written notice of revision or termination having been given by either party as provided for above and the parties then desiring to negotiate together for a new Agreement or for a revision of the present Agreement, the present Agreement shall be considered as remaining in force during such reasonable time as may elapse, before it is found that the parties are unable to reach an Agreement or until a new or revised Agreement is completed.

IN WITNESS hereof the parties hereto have executed this Agreement on the 12th day of **March**, 1993.

**FOR COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION OF CANADA:**

K. Dale
H. Darmetko
S. Howes
B. Nixon
R. Rowlin

FOR NORTHERN TELECOM CANADA LIMITED:

R.J. Grant
A. Jones
V. Murdoch
C. Power
L.C. Walsh

APPENDIX "A" - 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.
- 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 anew agreement is ratified or until the Union is entitled by law to commence legal strike *or* the Company is permitted to lockout.
- 1.6 For the purposes of this appendix, the following definitions shall prevail:
 - 1.6.1 "Benefit Group" shall mean the categories of job classifications or grades determined as follows:

<u>Benefit Group</u>	<u>Job Classifications</u>
1	23 to 24, 53 to 55
2	25 to 28, 56 to 58

3	29, Trades, 59 to 61, ETE to ETC
4	62 & 63, ETB, ETA
5	ATS1

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 who is legally married to the employee, or a person of the opposite sex who is cohabiting with the employee and who is publicly represented as the spouse of the employee;
- (ii) Unmarried natural or legally adopted, dependent children of the employee or spouse who are:
 - (1) living or deemed to be living with the employee, including those where support for benefit coverage has been dictated by a court order; and
 - (2) (a) under age 21, **or**
(b) over age 21, but not over age 25, and are full-time students at an accredited college or university; and,
 - (3) (a) Canadian citizens, or
(b) landed immigrants;
- (iii) physically or mentally handicapped financially dependent children, regardless of age, provided:
 - (a) they were handicapped and dependent prior to age 21, or
 - (b) they were handicapped and dependent between age 21 and age 25, and were full time students

at an accredited college or university at the time they became handicapped and dependent.

- (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 either the employee's legally married spouse who was living with the employee at the time of the employee's death or, if the employee so elects, the employee's legally married spouse who was not living with the employee at the time of the employee's death or, if neither of these is applicable, a person of the opposite sex who was publicly represented by the employee as the latter's spouse, and who

1 (a)

was not prohibited from marrying the employee by reason of the marriage of the employee or of such person to another individual, and

1 (b)

had resided with the employee for a period of one year immediately preceding the employee's death, or

2 (a)

was prohibited from marrying the employee by reason of the marriage of the employee or of such person to another individual, and

2 (b)

had resided with the employee for a period of three years immediately preceding the employee's death.

- (ii) Unmarried natural or legally adopted, dependent children of the employee or spouse who are:
 - (1) living or deemed to be living with the employee including those where support for benefit coverage has been dictated by a court order; and
 - (2) (a) under age 21, or
(b) over age 21, but not over age 25, and are full-time students at an accredited college or university; and,
 - (3) (a) Canadian citizens, or
(b) landed immigrants;
- (iii) physically or mentally handicapped financially dependent children, regardless of age, provided
 - (a) they were handicapped and dependent prior to age 21, or
 - (b) they were handicapped and dependent between age 21 and age 25 and were full time students at an accredited college or university at the time they became handicapped and dependent.
- (iv) Dependent parents.

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

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

- (i) A person of the opposite sex who,

is legally married to an employee and not living separate and apart from that employee;

1 (b)

is not married to an employee, but is living with the employee in a conjugal relationship and is publicly represented by the employee as the latter's **spouse**, and who

- (i) if not prohibited from marrying the employee by reason of the marriage of the employee or of such person to another individual, has resided with the employee for a period of one year immediately preceding the employee's death, or
- (ii) if prohibited from marrying the employee by reason of the marriage of the employee or of such person to another individual, has resided with the employee for a period of three years immediately preceding the employee's death; or

1 (c)

such other individual who is required to be recognized as the spouse of the employee pursuant to the Pension Benefits Act, 1987 (Ontario) 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.

1.9 The summary plan descriptions referred to in paragraph 13.3 will, upon completion, form part of and be included in this appendix. Although every effort has been made to ensure that the summary referred to in paragraph 13.3 is accurate, the parties agree that should there be any conflict in meaning the official plan document will govern.

- 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.
- R 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 Effective January 1, 1992, the Extended Health Care Plan will be amended to provide that all drug claims will be reimbursed on a pay direct system through a participating pharmacist only.
 - 3.3 Effective January 1, 1992, the Extended Health Care Plan will be amended to provide coverage of a registered chiropractor, registered masseur, qualified speech therapist, and a registered clinical psychologist, after expiry of provincial health coverage, to a combined annual maximum of \$600 per year.
- R 4. VISION CARE PLAN
 - 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, 1993, the \$115 maximum payment under this Plan will be increased to \$130.
- R 5. DENTAL PLAN
 - 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 on the basis of the 1992 Ontario Dental Association Schedule for General Practitioners for the services covered by such Plan. The cost of this Plan, including any increases during the term of the Agreement, will be paid by the Company.

- 5.2 Effective May 1, 1991 inclusion of payments for costs incurred for crown restorations and fixed bridgework, bridge pontics, retainers, and abutments on a 50% co-sharing basis to a maximum payment of \$2,000 per person per calendar year, with no deductible.
- 5.3 On or after May 1, 1992 recall oral examinations covered under the Basic dental benefits will be on the basis of once every 9 months.
- 5.4 Effective May 1, 1992, the \$1500 maximum for the Periodontic and Endodontic benefit will be increased to \$1750.
- 5.5 Effective May 1, 1993, the \$1500 lifetime maximum for the Orthodontic benefit will be increased to \$1750.

R 6. SICKNESS AND ACCIDENT PLAN

- 6.1 The Company will continue to provide a Sickness and Accident (S&A) Plan as in effect immediately prior to the term of the Agreement.
- 6.2 i) Appendix "B" of the S&A plan will be modified as follows for those eligible employees whose plan benefits, relating to either a new disability claim or relapse claim, commence on or after May 3, 1993.

<u>Service</u>	75% of basic earnings + COLA	66 2/3 of basic earnings + COLA
3 months	2 weeks	50 weeks
12 "	3 "	49 "
18 "	4 "	48 "

2 years	5	“	47	“
3 “	6	“	46	“
4 “	7	“	45	“
5 “	10	“	42	“
6 “	11	“	41	“
7 “	12	“	40	“
8 “	13	“	39	“
9 “	14	“	38	“
10 “	15	“	37	“
11 “	17	“	35	“
12 “	20	“	32	“
13 “	23	“	29	“
14 “	26	“	26	“
15 “	28	“	24	“
16 “	30	“	22	“
17 “	33	“	19	“
18 “	36	“	16	“
19 “	39	..	13	“
20 “	41	“	11	“
21 “	43	“	9	“
22 “	46	“	6	“
23 “	49	“	3	“
24 “ or more	52	“		

ii) Appendix “B” of the S&A plan will be further modified to provide payment of a 75% benefit instead of a 90% benefit for a half-day.

6.3 For employees whose S&A benefits commence on or after May 3, 1993, S&A benefits shall be payable from the first day if the employee is absent due to an illness requiring hospitalization as an in-patient, to an accident which required professional medical treatment, or an occupational illness. Otherwise, benefits are payable from the fifth day of absence regardless of service and regardless of the length of absence.

6.4 No other change will be made in the Plan design except as required by legislation or as mutually agreed.

7. LONG TERM DISABILITY PLAN

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

7.2 Effective May 1, 1991 this Plan will provide monthly income benefits in accordance with the following schedule for those eligible employees whose S&A Plan benefits expire after April 30, 1991.

<u>Benefit Group</u>	<u>Monthly Income</u>
1	\$1475
2	1600
3	1825
4	1925
5	2425

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

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

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

7.4 LTD benefits will be paid, during the continuation of the employee's disability, to age 65, or until the employee elects to retire early with a Class A, B or E pension under the Pension Plan.

7.5 Effective May 1, 1991, for those eligible employees whose S&A Plan benefits expire after April 30, 1991, for the purposes of determining eligibility for the first twelve (12) month period under the LTD Plan, disability shall mean that an employee is unable to perform the duties of any job in the bargaining unit. Following expiry of such period, disability shall mean that an employee is disabled to an extent preventing performance of any job for which the employee is reasonably suited by education, training and experience.

Notwithstanding the above definition, if it is confirmed that an employee is eligible for primary disability benefits under the Canada Pension Plan, this employee will then also be eligible for benefits under the LTD Plan.

7.6 LTD Plan benefits shall not be terminated without at least one (1) month's notice to the recipient unless the employee returns to work.

8. GROUP LIFE INSURANCE PLAN

8.1 The Company will continue to provide, on an optional basis to employees, life insurance through Group Life Insurance Plan - Part I, hereinafter called "Part I", as in effect immediately prior to the term of the Agreement except as indicated in 8.1.1 and 8.1.2 below.

8.1.1 Effective January 1, 1992 the Plan will provide insurance coverage under Part I in accordance with the following schedule for those eligible employees whose insurance coverage is in effect on January 1, 1992.

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

8.1.2 Effective January 1, 1992 the employee cost for Part I shall be \$0.50 per month for each \$1,000 of insurance in excess of \$20,000.

8.2 The Company will continue to provide, on an optional basis to employees, life insurance through Group Life Insurance Plan - Part II, hereinafter called "Part II", as in effect immediately prior to the term of the Agreement. The premium rates in effect may be adjusted if dictated by Plan experience.

8.2.1 The premium rates for Part II for each \$1000 of coverage will continue to be:

<u>Age</u>	<u>Monthly Cost</u>	
	<u>Male</u>	<u>Female</u>
to 35	\$0.11	\$0.05
36-45	0.22	0.11
46-55	0.54	0.27
56-60	1.08	0.54
61-64	1.62	0.81

These rates may be adjusted if dictated by Plan experience.

8.3 The Company will continue to provide, on an optional basis to employees, life insurance through the Dependent Life Plan as in effect immediately prior to the term of the Agreement. The premium rates in effect may be adjusted if dictated by Plan experience.

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

<u>Coverage</u>		<u>Monthly Cost</u>
<u>Spouse</u>	<u>Child</u>	
\$ 5,000	\$2,500	\$1.62
\$10,000	5,000	3.24

These rates may be adjusted if dictated by plan experience.

8.4 The other terms and conditions of this Plan will remain in full force and effect as reflected in the applicable insurance contract.

9. SURVIVOR TRANSITION BENEFIT PLAN

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

9.2 Effective May 1, 1991 this Plan will provide for the payment of a monthly income benefit to eligible dependents of a deceased employee and, in the event of the employee's death from an accident on or after May 1, 1991 while at work for the Company, a lump sum payment as follows:

<u>Benefit Group</u>	<u>Monthly Income</u>	<u>Lump Sum Payment</u>
1	\$525	\$27,000
2	550	28,000
3	625	33,000
4	700	36,500
5	800	38,000

9.3 The monthly income benefit shall be paid for 60 consecutive months commencing the month following the date of death. Notwithstanding the foregoing, such monthly payments shall immediately cease when there are no longer any surviving eligible dependents of the deceased employee.

9.4 Opportunity will be provided for the eligible dependent(s) to participate in, through optional deductions, current coverage under all Company health care plans for the number of months applicable under 9.3 above.

R 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.

- 10.2 The scheduled amounts in effect immediately prior to this agreement will be prorated so that the retirement allowance will be based on completed calendar years and months of service and age.
- 10.3 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.
- 10.4 **An** employee entitled to the Retirement Allowance Plan may elect to receive, either as a lump sum or as monthly payments during any period up to age 71, the present value of the scheduled amount discounted at 10 1/4% (such rate to be constant throughout the term of this agreement).
- 10.5 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.
- 10.6 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.
- R 11. PENSION PLAN
- 11.1 The Company will continue to provide the Northern Telecom Negotiated Pension Plan as in effect immediately prior to the term of the agreement during the applicable term stated in paragraph 1.3 above, and subject to amendment to fulfill the Ontario Pension Benefits Act, 1987.

- 11.2 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 30, 1988 their PSD will be the same as their CSD up to that date.
- 11.2.2 For employees hired after March 30, 1988 shall become eligible to be members of the Pension Plan on the day after completing twenty-four (24) months of Continuous Service.
- 11.2.3 PSD will be assigned on the first day of Pension Plan membership and service will accrue from that day.
- 11.2.4 If an employee receives payout of the commuted value of the deferred pension, the PSD will be forfeited. If this employee subsequently is employed by the Company, membership in the Pension Plan will commence immediately but no credit will be given for any prior service with the Company for any purpose under the Pension Plan.
- 11.3 The following basic benefit rates shall be used to calculate the basic pension benefit for employees retiring with a pension date on or after:

<u>Benefit Group</u>	<u>Jan. 1, 1993</u>
1	\$30
2	32
3	35
4	36
5	39

- 11.4 Effective January 1, 1991, if the employee has a spouse on the date of the employee's death, the pension benefit, as calculated in accordance under the Pension Plan, will be

payable to the employee's spouse. If the employee does not have a spouse on the date of the employee's death, or if the employee and his spouse jointly agree to waive the spouse entitlement as required by legislation, the pension benefit shall be paid to the beneficiary designated by the employee, or in absence of a designated beneficiary, to the employee's estate.

- 11.5 Employees retiring with a pension date on or after January 1, 1991 will receive a normal pension benefit equal to 90% of the amount of basic benefit multiplied by years of pensionable service which will be payable for the life of the retired employee, and upon death, the retired employee's spouse will receive 60% of the monthly pension benefit which had been paid to the retired employee immediately prior to death. If the spouse dies within 52 weeks of the date the employee's pension commenced, the employee will begin receiving payment equal to 100% of the amount of the basic pension which would have been paid as of the pension date if there had been no spouse in the month following the month of the spouse's death, and be payable for the life of the retired employee.
- 11.5.1 Where the employee and the spouse, if any waive the benefits described in paragraph 11.5, the employee shall receive 100% of the amount of the basic benefit multiplied by years of service payable for life, and the eligible dependent shall not be entitled to anything under the Pension Plan.
- 11.6 Effective January 1, 1992 those employees who have retired on or after January 1, 1988 or those employees who have terminated from active service after December 31, 1991, 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 Thereof	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	60% of percentage increase CPI; max. 6% payout;	Monthly - paid in month of the anniversary month of birthday	Folded in annually
Age 65 or over	80% of percentage increase CPI; max. 6% payout	Eff. Jan. 1/92 Monthly - paid in month of the anniversary month of birthday	Folded in annually

Terminated employees will receive no post retirement adjustments in connection with any time prior to commencement of receipt of deferred annuity payments.

11.6.1 The calculations of post retirement adjustments will use CPI = 1981 (All Canada) and will be in accordance with the following schedule:

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 interests of all participants therein.

13. GENERAL

13.1 The Company shall furnish the Plan text(s) within 3 months (or as soon as practicable) after signing the Agreement, for review and comment by the union. The other documents referred to below will be furnished at appropriate times for review and comment by the Union.

- 13.2 The Company will furnish the Union with copies of the administrative procedures, benefit booklets, and approved authorized texts covering the employee benefit Plans referred to in paragraphs 2 to 12 of this appendix.
- R 13.3 As soon as it is practicable hereafter, the Company will provide each employee with an amendment to the existing benefit booklet outlining changes to existing 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 Local benefit committees will be maintained as an appeal process with respect to the items contained in this appendix, and shall review pension benefit applications in advance of their effective date. Meetings will be held no less than four times in each calendar year. Other procedures shall be determined on a basis which is mutually acceptable to the Union and the Company.
- 13.7 The Company will furnish the Union with such information with respect to the operation of applicable benefit plans as shall be mutually acceptable to the parties or required by legislation, including:
- Copy of Report as set out under section 11(1) of the Ontario Pension Benefits Act, 1987, Regulations.
 - Copy of the annual information return to the province of registration for the Pension Plan.

- 13.8 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 5112th that have been or may be granted to the Company as to the employer's premiums under the Unemployment Insurance Act.
- 13.9 The Company will continue to maintain the present practices with respect to statutory and Company benefits for employees receiving Worker's Compensation benefits and employees receiving disability benefits under the Pension Plan.
- 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.

LETTER #1

March 12, 1993

Mr. Sean Howes
National Representative,
Communications, Energy and
Paperworkers Union of Canada
Ontario Region Office
701 Evans Avenue
Suite 200
Etobicoke, Ontario
M9C 1A3

Dear Sir:

As discussed with you, we confirm that employees who return to active employment within the bargaining unit after receiving Long Term Disability Plan benefits will be credited with Seniority and Continuous Service based on former active employment and pensionable service credited while in receipt of Long Term Disability Plan benefits.

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

Yours very truly,

R.J. Grant,
Director,
Labor Relations Canada

LETTER #2

March 12, 1993

Mr. Sean Howes
National Representative,
Communications, Energy and
Paperworkers Union of Canada
Ontario Region Office
701 Evans Avenue
Suite 200
Etobicoke, Ontario
M9C 1A3

Dear Sir:

As discussed with you, we confirm that if an employee ceases to be entitled to Long Term Disability Plan benefits, and returns to full-time employment with Northern Telecom Canada Limited, but within a period of 90 calendar days again becomes disabled by reason of the same or related causes, such renewed disability will be considered as a continuation of the previous disability and such employee will again be entitled to Long Term Disability Plan benefits.

If such subsequent disability occurs after 90 calendar days, *or* if such subsequent disability is not the result of the same or related causes as the previous disability and the employee has been back at work for at least one full day, such employee will be entitled to full Sickness and Accident Plan and Long Term Disability Plan benefits.

Yours very truly,

R.J. Grant,
Director,
Labor Relations Canada

LETTER #3

March 12, 1993

Mr. R.J. Grant,
Director,
Labor Relations Canada
Northern Telecom Canada Limited,
2920 Matheson Blvd. East
Mississauga, Ontario
LAW 4M7

Dear Sir:

SUBJECT Article 27.05 Shop & Article 26.05 Office

Re: Annual Inventory

This is to confirm the Union's understanding that in Article 27.05 of the Shop Agreement and Article 26.05 of the Office Agreement, the guarantee of four (4) hours of work refers to actual annual inventory-taking and does not refer to preparatory activities for inventory taking.

Yours very truly,

Mr. Sean Howes
National Representative,
Communications, Energy and
Paperworkers Union of Canada
Ontario Region Office

RE: HUMANITY FUND

During the current negotiations the parties discussed the Union plan **to** establish a Humanity 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 Humanity 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 (**1c**) for each straight time hour worked.

The following conditions are applicable:

- (1) The Union incorporates the fund as a non-profit corporation under the Canada Corporations Act and ensures that all necessary steps are taken to maintain the corporation in proper legal standing and that all requirements of the Act are met;
- (2) The Union registers the non-profit corporation as a charity under the Income **Tax** Act of Canada and maintains the registration in good standing;
- (3) The Union obtains and maintains a favourable Income tax Ruling from the Federal Department of National Revenue that all contributions which the Company makes **to** the non-profit corporation are tax deductible;
- (4) The objects, by-laws and resolutions of this non-profit corporation should limit it to making the following types of financial contributions:
 - (a) Contributions to other Canadian non-partisan charities that are registered under the Income Tax Act.

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

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

LETTER #5

RE: OFFICE SPACE FOR ADMINISTRATION OF THE C.L.A.

Further to our discussions with respect to the renewal of the Shop and Office Collective Labour Agreement, the Company agrees to provide the Local with an office at the North York location solely for the administration of the Agreement. The office shall contain an AC outlet and will be provided with a door equipped with a lock.

LETTER # 6

SOCIAL INSURANCE NUMBERS (S.I.N)

The Company agrees that it will not place S.I.N. numbers on Employee Identification Cards issued or re-issued after the March 30, 1988.

N

LETTER #7

RE: EXCELLENCE! PLUS 9

In order to develop a truly empowered workplace, there must be opportunities for employees to participate in decision making process.

To accomplish this the parties agree that the Excellence! Plus 9 Committees will become the main vehicles for employee participation in the North York workplace.

The Excellence! Plus 9 Steering Committee will meet on a regular basis with equal representation from the Union and from the Company. Subordinate committees will be developed as necessary and will meet as required. All subordinate committees will report directly to the Steering Committee.

The Excellence! Plus 9 initiative is based on the following principles:

- Employees are responsible and trustworthy.
- Employees are capable of making proper decisions given the necessary training and information.
- Groups of individuals can **work** together effectively as members of a team.

The goals of Excellence! Plus 9 will include the following:

- To enhance the long term viability of North York Plant.
- To eliminate barriers to participation wherever possible.
- To create a learning culture by providing training which **is** valuable and accessible.
- To develop systems which allow for direct, open and meaningful communications.

- To encourage the early identification of problems and collaboration on solutions.
- To promote equity in the workplace.
- To create an atmosphere which promotes personal growth and advancement.

N

LETTER #8

RE: TRAINING

The Company and the Union agree to jointly participate in a training program for the unionized employees at the North York Plant based upon the following:

1. Employees will be provided with an average of five (5) working days of training in each year of the Collective Agreement.
2. The Company agrees to contribute \$100,000.00 in each year of the Agreement to a Training Fund which will be used for the development of employees business skills. The Training Fund will be used to pay for all aspects of training, which are approved by the Committee including reimbursement for some or all time **lost** while attending training courses.
3. A Joint Workplace Training Committee, composed of equal numbers of employer and employee representatives, will be established.

It will be the responsibility of this committee to manage the Training Fund and to develop, promote and provide for the delivery of business training based upon the needs of employees and the Corporation.

Decisions of this committee will be reached by consensus. Issues which cannot be resolved may be directed to the Excellence! Plus 9 Steering Committee.

4. The Union and the Company agree to join the Sectoral Training Fund of the Canadian Electrical/Electronics Manufacturing Industry.

The Company will contribute the equivalent of 16 cents/hour/employee to the Sectoral Training Fund in each year of the Collective Agreement based upon matched funding by the Federal/Provincial governments.

5. The Company will continue to be responsible for costs associated with on-job training and with training that is mandated by legislation.
6. The Union and the Company will explore the potential for employees who are collecting SUB benefits or WCB benefits to participate in the training programme.
7. The same Joint Workplace Training Committee referred to in point #3 will be responsible for administration of the Sectoral Training Fund.

N

LETTER #9

March 12, 1993

Mr. Sean Howes
National Representative,
Communications, Energy and
Paperworkers Union of Canada
Ontario Region Office
701 Evans Avenue
Suite 200
Etobicoke, Ontario
M9C 1A3

Dear Sir:

SUBJECT: Two (2) Year Guarantee

During the period from May 3, 1993 until May 2, 1995 inclusive the Company will not transfer or subcontract work currently being done in the North York Plant. The existing arrangements by way of subcontracting will not be affected.

Yours very truly,

R.J. Grant,
Director,
Labor Relations Canada

R

LETTER #10

RE: NOTIFICATION OF ABSENCE OF THIRD SHIFT

This letter will serve to clarify the mutual concern of both parties in striving to ensure the ongoing safety and welfare of employees. In this regard, the Company agrees that, in cases where employees are absent from work without notifying the Company, a Local Union representative will be verbally notified of such absences prior to the commencement of the absent employee's third shift.

R

LETTER #11

RE: PROTECTIVE CLOTHING

The Company will supply special coats for Junk and Salvage workers, overalls for painters and employees who are required to maintain the final pack machine, and protective clothing for machine setter layout operator Analysis Number 17004, maintenance employees and janitors working in the North York Plant.

The Company will provide shirts and pants to maintenance employees.

R

LETTER #12

RE: CASUAL LATES

The company agrees to pay for casual lates up to one-half hours duration. Company records will continue to be kept relating to lates and absenteeism to ensure adequate control of these matters.

R

LETTER #13

RE: MACHINE SETTER

In the event that the Auto Buff operation is reinstated at the North York Plant, the Company agrees that all rights afforded to the Machine Setter, Analysis Number 16791, as outlined in the 1985 Collective Labour Agreement, will be reinstated.

R

LETTER # 14

RE: ARTICLE 21 - HOURS OF WORK

The parties agree that the premium pay referred to in Article 21.05 will not apply in the following situations:

1. An employee's shift changes as a result of a vote or revote.
2. After having been given notice the employee proceeds on vacation or a random day(s) vacation. In such cases the vacation or the random day(s) of vacation will form part of the notice period.

R

LETTER #15

RE: RATE PROTECTION

This will confirm agreement reached during contract negotiations. Employees who are on rate protection on March 12, 1993 (excluding those mentioned in Article 37.07) will continue their rate protection at the grade level they held prior to their downgrade in keeping with the provisions outlined in Articles 37.04 and 37.05.

March 12, 1993

Mr. R.J. Grant,
Director,
Labor Relations Canada
Northern Telecom Canada Limited,
2920 Matheson Blvd. East
Mississauga, Ontario
LAW 4M7

Dear Sir:

SUBJECT: Upgrading of Employees on Rate Protection

During recent discussions it was agreed that the Union would encourage employees who are receiving rate protection to wherever possible accept upgrading with a view to returning to their protected grade level.

Yours very truly,

Sean Howes
National Representative,
Communications, Energy and
Paperworkers Union of Canada

RE: MODIFIED WORK

During negotiations there was considerable discussion with respect to the rehabilitation of medically restricted employees through placement on modified work. This letter will serve to clarify the shared concern of the parties in this regard. Both the parties agree that they will work together with the objective of ensuring that employees have rehabilitation opportunities through placement in modified work. It is further understood that employees assigned restrictions while at work or employees able to return to work with restrictions will not be placed on modified work at a higher grade. No senior employee will be displaced as a result of the placement of a medically restricted employee.

March 10, 1993

Mr. R.J. Grant,
Director,
Labor Relations Canada
Northern Telecom Canada Limited,
2920 Matheson Blvd. East
Mississauga, Ontario
LAW 4M7

Dear Sir:

SUBJECT: Job Rotation

Studies show that employees who rotate through several different job functions during a working day have less tendency to develop repetitive strain injuries.

In order to advance the health and safety of the employees at North York Plant the Union agrees to help find ways to encourage those employees who are physically able to do so to rotate jobs throughout the day.

Yours very truly,

Sean Howes
National Representative,
Communications, Energy and
Paperworkers Union of Canada

November 8, 1993

Mr. Sean Howes
National Representative
Communications, Energy and
Paperworkers Union of Canada
Ontario Region Office
701 Evans Avenue
Suite 200
Etobicoke, Ontario
M9C 1A3

Dear Sir:

Subject: Lay-Off Allowance

As we discussed, it is our view the wording modifications in Article 14 of the Collective Labour Agreement between Northern Telecom, North York Plant and the Shop and Warehouse employees in Local #9 of your Union required by Employment and Immigration, Canada does not result in any substantive change in the application of these provisions. In particular the provisions of Article 14.04(d) are applicable except as provided for in Article 14.03. As in the past, these lay-off allowance provisions will be applied in a manner that is consistent with the regulations of Employment and Immigration, Canada.

Yours truly,

C.J. Stridde
Director, Employee and Labor Relations

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1994

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