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AGREEMENT

Between

BROCK TELECOM LIMITED

and

COMMUNICATIONS AND
ELECTRICAL
WORKERS OF CANADA

CWC
and its

LOCAL 526



May 12, 1992

Union name change
92111 to Comm. / Energy
paper workers

MAY 10 1993

02152(05)

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Between

BROCK TELECOM LIMITED

and

**COMMUNICATIONS AND
ELECTRICAL**

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LOCAL 526



May 12, 1992

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THIS AGREEMENT made the 12th day of May 1992.

BETWEEN:

BROCK TELECOM LIMITED of Brockville, Ontario, Canada, hereinafter referred to as the "Company".

AND

COMMUNICATIONS & ELECTRICAL Workers of Canada, CWC and its Local 526, hereinafter referred to as the "Union".

ARTICLE 1

GENERAL PURPOSE

It is the intent and purpose of the parties hereto that this Agreement will promote harmonious industrial and economic relations between the Union, the employees and the Company. 1.0

ARTICLE 2

RECOGNITION

The term "employee", wherever used in this Agreement means all hourly rated employees of the Company in the Bargaining Unit at its Brockville Plant. Assistant foremen, persons above the rank of assistant foreman, guards, office and sales staff are excluded from the Bargaining Unit. 2.0

The Company recognizes the Union as the sole and exclusive bargaining agency of the employees in respect of wages, hours of work and other working conditions.

ARTICLE 3

MANAGEMENT RIGHTS

The Union recognizes that it is the exclusive function of the Company - 3.01

- (1) To maintain order and efficiency and to discipline employees.
- (2) To hire, discharge, classify, suspend because of lack of work or other cause, direct, transfer, upgrade or downgrade employees within a classification, promote or demote employees from one classification to another, and to increase and decrease working forces, subject to Article 4 (Seniority) of this Agreement. If there is a claim of discriminatory upgrading, downgrading, demotion or transfer or a claim that an employee has been discharged or disciplined without reasonable cause, it may be made the subject of a grievance and be dealt with as provided in this Agreement, provided that such claim must be made within twelve (12) working days after the date the employee has notice of such upgrading, downgrading, demotion, transfer, discharge or other disciplinary action.
- (3) Disciplinary notices or counselling which are more than two (2) years old will not be used as a basis for disciplinary action.

The Company agrees that it will exercise these functions in a manner not inconsistent with the terms of this Agreement. 3.02

All matters concerning the operation of the Company's business not specifically dealt with herein shall be reserved to the Management and be its sole responsibility. 3.03

ARTICLE 4
SENIORITY

An individual's "Seniority" shall mean:

4.0

- (a) **In** the case of an employee in the employment of the Company at the date of **this** Agreement -- **his** length of unbroken service with the Company in the Bargaining Unit as presently established and shown in **his** service record maintained in the Human Resources Department, plus **his** length of unbroken service with the **Company in the Bargaining Unit** which **shall have** accumulated since the **date of this Agreement**.
- (b) **In** the case **of** a new employee or a former employee who has had a break **in** service in excess of one (1) year • **his** length **of** service with the Company **in** the Bargaining Unit which shall have accumulated since the date which is sixty **(60)** working days prior to the date that he completes the probationary period, provided that he has **not** suffered a break in service after the date he completes his probationary period.
- (c) **Notwithstanding the provisions of (a) and (b) no employee now in the service of the Company shall lose credit for seniority accrued to July 9, 1956, on the basis of service with the Company whether or not it was in the Bargaining Unit.**
- (d) A former member of the Bargaining Unit who remains in the service **of** the Company shall not be allowed to transfer

back to the Bargaining Unit after an absence of six (6) months.

Such former member of the Bargaining Unit if returning shall displace in accordance with his seniority, the most junior employee in the plant.

Such former member of the Bargaining Unit shall retain credit for his previously accumulated seniority.

Except that in all cases if, hereafter, there shall be a break or breaks in his service, his seniority date shall be fixed at sixty (60) working days prior to the date he completes his probationary period, after his last break in service, and his seniority shall thereafter mean his length of unbroken service with the Company in the Bargaining Unit which shall have accumulated since such seniority date.

In computing the seniority of an employee, periods of leave of absence shall be included. 4.02

The departments referred to in this Agreement shall be those set out in Schedule "A" hereto, together with such other departments as may be established by the Company from time to time to meet the requirements of operations. The Company agrees to notify the Union prior to introducing any department, and four (4) weeks prior to discontinuing any department. 4.03

(a) Effective May 28, 1968, the expression "probationary employee" wherever used in this Agreement shall mean an employee who, within a period of six consecutive months' in which his last hiring date falls, has accumulated less than sixty (60) days actually worked in 4.04

the employment of the Company at **Brockville**, Ontario. An employee's probationary period is completed on the day **on** which he works the 60th of such days. A probationary employee **shall** have no rights under the seniority provisions of this Agreement and may be discharged by the Company with or without assigned cause, and such discharge **shall** not be open to review under the grievance procedure set out in **this** Agreement.

- (b) Effective May 12, 1975 any individual whose service is broken as set forth in paragraph 4.07 hereof, and is rehired by the Company within one **(1) year of such** break in service, shall not be **required to** serve the probationary period as herein before setforth.

The Company shall publish the following reports every six **(6)** months. 4.0:

- 1) A list showing the seniority and classification of each employee, with a list of employees **on** leave of absence in excess of thirty **(30)** days appended.
- 2) Lists of employees in each department, **according** to their relative seniority.

Copies of these reports shall be provided to the **Union** and a copy of Report #1 shall be posted **on** each plant and **department bulletin** board. Report #2 shall **be posted on the** bulletin board for that department.

These reports **shall** be posted for not less than twenty **(20)** working days. A list setting forth confirmed corrections **shall** be attached following the initial ten **(10)** days of the posting period.

The Company agrees that, for the purposes of the employees' pension plan, employees disability benefits plan, and for vacation purposes, **an** employees' service with the company shall be bridged upon completion of five (5) continuous years of service, following a break in service. 4.06

A break in an employee's service and seniority shall be deemed to have occurred - 4.07

- (a) If he quits;
- (b) If he is discharged;
- (c) If he fails to return to work immediately upon the expiration of any leave of absence granted to him, or if he is absent without leave for three (3) consecutive working days unless in either case he is excused by the Company for just cause;
- (d) If he is laid off for lack of **work** and not recalled within:
 - (1) One (1) year - if at the date of layoff he has less than three (3) years' seniority,
 - (2) **Two** (2) years' - if at the date of layoff he has three (3) years' and less than ten (10) years' seniority,
 - (3) Three (3) years' - if at the date of layoff he has ten (10) or more years' seniority,
- (e) If in any other manner he ceases to be employed by the Company.
- (a) When a vacancy, other than a temporary vacancy occurs in any classification, such vacancy shall be filled from employees 4.08

within the department, who have accumulated ~~six~~ (6) months' seniority, or possessing preferential rights to transfer back to the department, (~~as~~ defined in Paragraph 4.16 hereof) on the basis of seniority subject to the ability to fill such vacancy satisfactorily. Where there is no one in the department, or no one within the plant who has preferential rights for recall to the department, who is able to fill the vacancy satisfactorily, then if such vacancy has resulted from:

- (1) Termination of the employment of an employee,
- (2) A transfer ~~out of the~~ Bargaining Unit,
- (3) ~~An~~ increase in complement in the department,

The Company shall post notice of the vacancy ~~on~~ the plant and departmental bulletin boards for three (3) consecutive working days. Employees shall be entitled ~~within the said three (3) working days to apply in writing to the Employment Manager to fill such vacancy. Such~~ vacancy shall be filled from among such applicants ~~on~~ the basis of their seniority, subject to the ability to fill such vacancy satisfactorily. The Company may, ~~however,~~ fill any vacancy on an interim basis for a period of two (2) weeks pending determination of the person entitled to fill such vacancy.

- (b) Temporary vacancies not expected to exceed two (2) weeks duration shall be filled by those employees most reasonably available.

- (c) Notwithstanding the provisions of Paragraph 4.08(a), the Company may refuse to consider any request by an employee, to change jobs, if that employee has changed jobs as a result of 4.08(a) in the previous nine (9) months, or has refused to fill a vacancy for which he applied under the provisions of Paragraph 4.08(a).

Employees who are hired or recalled to a position may be refused the use of Paragraph 4.08(a) for fifteen (15) months from the date they were hired or recalled. This includes rights under Paragraph 4.16.

- (d) It is recognized by the Union and the Company that from time to time it will be necessary for reasons of health or as a result of returning from a leave of absence, to place employees in certain jobs. Accordingly, it is agreed that where such situations arise, the Company and the Union will discuss and attempt to mutually agree on jobs for such employees. Where it is mutually agreed to place such employees in certain jobs, they may be so placed and the provisions of Article 4 shall not apply.
- (e) The Company agrees that when an employee is appointed to fill a vacancy as a result of his application under this paragraph, the employee and the Union will be advised of the appointment at the same time.

(f) Movement within a Cell Classification

- A.1. When there is a change in the complement of the Cell Classification within a Department and:

When a vacancy occurs, in any Cell, such vacancy must be posted within the Department and the senior bidder in the Classification in which the vacancy occurred will be the successful applicant. The successful applicant may be restricted from further movement in the Classification for nine (9) months.

When a reduction occurs, in a Cell, within a Classification, the Company must give the senior employees in that Cell Group the option to displace the junior employees in the Classification. ~~Failing this~~, 4.09 applies.

2. When there is no change in the complement of the Classification within a Department;

Seniority will govern within the Cell which has a surplus of employees and the senior employee who wants to move will be allowed to move to the Cell where a vacancy exists.

- B. If, as a result of 'A' above, a vacancy is created in a different Cell within the Department, then:

This vacancy will be posted, departmentally, under the terms of 4.08. Notwithstanding the provisions of 4.08 employees in that Classification at the time of the posting must be given the vacancy based on seniority, but not

ability. If an employee, presently in the Classification claims the Job, then he/she may be restricted from further movement in the Classification for nine (9) months.

If the vacancy referred to above is filled by a person presently in the Classification, then subsequent positions may also be filled by the senior employees in the Classification, however a Cells position must eventually be filled by following the contract under **4.08**.

If an employee, presently in the Classification claims any subsequent positions then he/she may be restricted from further movement in the Classification for nine (9) months.

When reducing force within a classification within a department, surplus employees within a classification shall be reassigned by seniority, subject to ability to perform the job satisfactorily, in the following sequence: **4.09**

- (A) Employees within Labour grades '3' and above:
1. Displace the junior employee within his Labour Grade within his department.
 2. Failing this displace the junior employee in Labour Grade '3' and above in his department.
 3. Failing this displace the junior employee in Labour Grade '3' and above in the plant.

4. Failing this displace the junior employee in Labour Grade '1' to '2' in his department.
5. Failing this displace the junior employee in Labour Grade '1' to '2' within the plant as per Paragraph 4.13 hereof.

(B) Employees within Labour Grades '1' to '2':

1. Displace the junior employee within his Labour Grade within his department.
2. ~~Failing this~~ displace the junior employee in Labour Grade '1' to '2' within his department.
3. Failing this displace the junior employee in Labour Grade '1' to '2' within the plant as per Paragraph 4.13 hereof.

Notwithstanding the other provisions of this Article, employees may be borrowed by one department from another for a maximum period of two (2) weeks. **4.10**

When a job is moved to another department, and the holder of such job is by reason thereof transferred to such other department, the employee so transferred, shall be entitled to a position on the seniority list in accordance with the provisions of Paragraph 4.05. Such employee shall be deemed to have preferential rights to return to his original department as set forth in Paragraph 4.16 hereof. **4.11**

It is necessary for the successful operation of the Company and the maintenance of **4.12**

employment in the future that the Company train prospective technical and other professional personnel. Notwithstanding the provisions of Article 4, the Company may engage or retain for summer or other short term work, not in excess of four (4) months, a limited number of student trainees, regardless of seniority, provided that the operation of the paragraph does not adversely affect the rights of employees under our Agreement.

- (a) In the case of layoffs for ~~lack~~ of work, 4.13 other than for interruptions of short duration as provided for in Para. 4.14, probationary employees shall be the first to be laid off followed by employees with less than ~~six~~ (6) months seniority who shall be considered to have equal seniority, and thereafter the layoff shall be based upon seniority. Surplus employees will be subject to ability to perform satisfactorily within a four (4) week period any jobs in Labour Grade '3' and above, and maintenance jobs below Labour Grade '3'.

In situations where the senior employee is being trained to replace the junior employee the junior employee may be kept for a maximum of eight (8) weeks after the senior person moves to the job.

- (b) When employees are to be laid off under the provisions of this Paragraph, due to a reduction in force under the provisions of Paragraph 4.09 hereof, the Company shall advise the Union in advance. Classifications to be vacated by such laid off employees, when due to displacement,

will be made available to the employees who are surplus to their departments. The vacated jobs will be offered to the surplus employees based on their seniority, and subject to 4.13 (a).

- (c) Where, as the result of the closing out of his department, an employee is transferred out of his classification, he will receive training to fill a vacancy in a classification which he can fill satisfactorily within a six (6) week period, and to which the Company can transfer him under the provisions of this Agreement. It is agreed that he will receive such training up to six (6) weeks to allow him to perform the job satisfactorily.
- (d) A laid-off employee shall be given three (3) working days notice prior to such layoff, or three (3) days pay in lieu thereof, in conjunction with the operation of this paragraph only.

Temporary layoffs within a department (not expected to exceed five (5) working days) may be made without regard to seniority to those employees having less than eight (8) years seniority with the Company. If the number of laid off employees exceeds the number of employees having less than eight (8) years seniority, the balance will be laid off by seniority within the affected department subject to the ability to perform satisfactorily the remaining jobs. Such layoffs shall not exceed five (5) working days in each calendar quarter for each employee. 4.1 :

A Union Steward who has six (6) or more months' seniority shall be the last to be 4.15

affected by a reduction in force in **his** department, subject to his ability to perform satisfactorily a job within that department. **Six** (6) Union Officers who have **six** (6) or more months' seniority shall be the last to be laid off and the first to be recalled.

- (a) Where, as a result of a reduction in force in any department, an employee who has accumulated **six** (6) months' seniority has been transferred from a department in which he was employed, to another department, he shall be entitled for a period of fifteen **(15)** months and subject to his ability to perform satisfactorily the work available, to be retransferred to the department from which he was **so** transferred (that employee who has the greatest seniority first) before new employees are hired for, **or** other employees are transferred (except transfers under Paragraph **4.11**) into such department. When additional employees are required in the department, former employees eligible under the provisions of this paragraph will be **so** notified (that employee who has the greatest seniority first) and will indicate to the Company if they wish to retransfer to their former department. **4.16**
- (b) The preferential right **to** transfer back shall only apply to the employee's original department for a period of fifteen **(15)** months following the transfer out of the original department, and in any event shall cease when the employee has applied for, and accepted, **two** transfers under the provisions of Paragraph **4.08**

after being transferred out of the department, or has twice refused the opportunity to retransfer to his department, as provided for under the provisions of Paragraph 4.03(a) hereof.

Every employee who is laid off by the Company for lack of work and who was not a probationary employee at the time of layoff, shall have preferential rights for recall in accordance with the provisions of Paragraph 4.19, 4.20 and 4.24 hereof, provided he has not suffered a break in service as defined in Paragraph 4.07 hereof. 4.17

(a) Upon application, an employee is entitled to a leave of absence, due to verified illness or disability, for a period equal to his eligibility for recall as provided for in Paragraph 4.07 hereof. 4.18

(b) As soon as such employee is able to meet the Company's medical standards he shall be entitled to return to work in accordance with his seniority. Wherever reasonable under the circumstances, he shall be allowed to return to the classification he held immediately prior to such leave of absence.

(a) The Company shall maintain a list of laid off individuals who are still entitled to recall rights. When an additional worker is required by the Company it shall examine such list and when the job to be filled is in Labour Grade '2' or lower (excluding maintenance jobs) the Company will select the individual listed thereon who has the greatest seniority. 4.19

The most senior employee who is capable of performing satisfactorily the job available may be recalled for a maximum of eight (8) weeks while the senior person on the recall list is being trained for that job.

When the job to be filled is in Labour Grade '3' or above (including maintenance jobs) the Company will select the individual listed thereon who has the greatest seniority and who is capable of performing satisfactorily the job available.

The Company shall attempt to communicate with such selected individual to advise him of his selection and, when contacted, the selected individual must immediately advise whether or not he intends to return to work at the scheduled time. In the scheduling of such time of return to work, the Company will give consideration to the circumstances involved in the return of such employee. Should the Company be unsuccessful in so communicating with the selected individual, the Company shall send him a notice by registered mail addressed to the last address which he shall have recorded with the Company, and a copy of this notice shall, at the same time, be provided to the Union. Such notice shall state the title of the job for which such individual has been selected, the proposed time and place of reporting (which shall not be less than seven (7) days from date of mailing of such notice by the Company) and such

notice shall require the individual to notify the Company in writing within seven (7) days of the mailing of such notice whether or not he desires to be recalled for such job.

- (b) Employees who are out of seniority, shall be handled under Article 4.19 rather than 4.08(a), when vacancies **exist**. The “out of seniority” employees will be identified **on** a list. This list will be updated monthly by the Company with **a** copy to the **Union**. It is agreed that **this** list will not be affected by an **employee(s)** who, for unusual reasons, have not been recalled.

In addition, technical and **skilled** trades employees, who are out of seniority, will be administered under 4.19 rather than 4.08(a) should they attempt to move to a job that is not in their field of expertise.

The intent of **this** Agreement is that these employees, who are on the payroll, **will** have **no** greater seniority rights with **respect** to claiming a job than employees **who have** recall rights.

When employees are kept out of seniority for the training purposes listed under Articles 4.13(a) and 4.19 these **individuals will** not gain an advantage **on their recall** rights for **the** time they are out **of seniority**

- (a) The individual to whom such notice is sent, and who reports ready for work at the time and place of **reporting**, **as** set out in **his** notice, if he is then reasonably and physically capable of performing the job satisfactorily, shall be recalled for the job **4.20**

for which he was **so** selected. The Company shall not be required, however, to recall or rehire at any time any individual who fails, on two occasions, to agree to return to work at the scheduled time when first communicated with or who shall have failed to reply within seven (7) days to any notice of recall mailed by the Company (as provided for in Paragraph 4.19), or who has on two occasions refused the opportunity for recall as provided for in any such notice **so** mailed to him. The Company shall be entitled to fill any jobs available on a temporary basis pending recall of those having preferential rights for recall as hereinbefore set out.

- (b) Notwithstanding the above any employee may, upon notice to the Company in writing, designate any job classification to be excluded in the application of the above recall provisions to him. Such employee may, however, withdraw such restriction by further notice to the Company in writing. It is expressly understood and agreed that such modification of the recall provisions by an employee shall be confined only to the designation of **job** classifications for which he may wish to claim exclusion.

LEAVES OF ABSENCE

4.21

The Company shall, on application from the Union grant a leave of absence without pay, of not less than four (4) months and not more than twelve (12) months, to not more than two (2) employees of the Company to be absent at one time, who has been designated

as either National ~~or~~ District representative ~~of~~ the Union; ~~or~~ President, Business Agent ~~or~~ Financial Secretary of Local **526**; subject to the following conditions:

1. That the Union give at least two **(2)** weeks' written notice to the Company designating the employee for whom such leave of absence is requested.
2. That the employee **so** designated may be reasonably replaced.
3. That the employee **so** designated, **as** of the date **his** leave of absence may be granted shall have at least **six** (6) months' service with the Company.

The Company shall also, on **application from** the Union, grant leave of **absence without pay** to ten **(10)** employees to attend a **maximum** of four **(4)** conventions ~~or~~ **conferences per** year, subject to the following conditions:

4.22

1. That the Union give at least two **(2)** weeks' written notice to the Company designating the employees for whom such leave ~~of~~ absence is requested.
2. That the employees **so** designated may be reasonably replaced.
3. Such leave ~~of~~ absence, when granted, shall not exceed ten **(10)** calendar days on any ~~of~~ the above occasions.

Leave ~~of~~ absence in excess ~~of~~ three **(3)** working days shall, when granted, be in writing.

4.2;

A pregnant employee is entitled to at least 17 weeks leave ~~of~~ absence if she **has** been employed with her employer for **at** least 13

4.2

weeks. Per the Employment Standards Act, in addition to the 17 week pregnancy leave the law provides each working parent with 18 weeks of parental leave.

The pregnancy and parental leave provisions of the Employment Standards Act will apply.

ARTICLE 5

GRIEVANCE PROCEDURE 5.01

Should any difference arise between the Company and any employee as to the interpretations, application, administration or alleged violation of the provisions of this Agreement, it is agreed between the Company and the Union that such difference will be settled without undue delay in the following manner:

STAGE ONE 5.02

The employee shall, with reasonable promptness, make his representations to his Foreman, and in doing so the employee may, if he so desires, be accompanied by his designated Steward. If, within two (2) working days after such representations are made, a decision satisfactory to the employee has not been reached, then,

STAGE TWO 5.03

If, within two (2) working days after the decision at stage one has been given, agreement cannot be obtained, then the grievance shall be presented in writing to the Foreman and the Steward will notify the Chief Steward, and the Foreman will notify the **Human** Resource Department. The Chief Steward or his designated representative, and

a Human Resource representative will discuss the case and the Departmental Foreman and the Departmental Steward may be present **if so** requested by either party. The Human Resource representative shall give his decision within ten (10) working days after presentation of the grievance in writing to the Foreman.

STAGE THREE

5.04

The Union may, within three (3) working days after the **decision at stage two** has been given, present **the representations as** set out in writing at stage two, to the Director, Human Resources or his designated representative, who will notify the Chairman of the Union Grievance Committee of the time and place where he will meet the President of the Local and not more than **four (4)** members of the Union Grievance Committee to discuss the difference and endeavor to settle it. The Director, Human Resources or his designated representative, shall give his decision in writing within ten (10) working days after written notification from the Union has been received advancing the grievance to Stage Three.

The National Representative of the Union may be present at this stage if **so requested by either party.**

The aggrieved person may be present at **any stage** in the grievance procedure if **so** requested by either party. 5.05

DISCHARGE CASES

In the event that any employee other than a probationary employee be discharged or suspended from employment after the date hereof, and should he or the Union believe that his discharge or suspension was without reasonable cause, such discharge or suspension shall constitute a matter to be dealt with under this grievance procedure, provided however, that no such grievance shall be dealt with once the employee concerned has advised both the Company and the Union that the grievance is to be dropped. Any such matter, if it is to be dealt with, shall be presented at Stage Two of this grievance procedure within twelve (12) working days after notice to the employee of discharge or suspension and not otherwise and the First Stage of the grievance procedure shall be omitted. The Company agrees that a discharged or suspended employee shall be granted a private interview with the Chief Steward, or his designated representative, in the Human Resource Office prior to leaving the premises. Such interview shall be for ten (10) minutes and this period may be extended by mutual agreement. 5.06

In the event that it should be decided that an employee is to be reinstated after discharge or suspension he shall be reinstated with or without full compensation for time lost as may be just and equitable in the circumstances. Upon such reinstatement there shall be deemed to have been no break in such employee's service. 5.07

COMPANY OR UNION GRIEVANCES

- (a) Should **any difference arise directly** 5.08
between **the Company and the Union (as distinguished from a difference arising between an employee and the Company)** as to the interpretation, application, administration or alleged violation of the provisions of this Agreement, it is agreed between the Company and the Union that instead of following the **procedure herein** set out for the hearing of **representations**, as the case may be, shall be submitted in writing in detail to the other party. **An** opportunity for **oral discussion between** the President and **three (3) other members** of the Local and the **Director, Human Resources** or **his designated** representative, **will be given by the party** to whom such matter was submitted, and failing settlement, the party to whom such matter **was** submitted shall deliver to the other party a reply in writing to such submission within ten (10) days after the receipt of such submission.
- (b) The National Representative of the Union and/or the Local Union's Council may be present at **this** meeting if **so** requested by either party.

ARBITRATION

The foregoing procedure, *if followed in good* 5.09
faith by both parties, should be adequate to reach a fair and expeditious determination of **any** grievance. In the event, however, that any difference arising from the interpretation, application, administration or alleged violation of the provisions of this Agreement shall not have been satisfactorily settled under

the foregoing provisions of this grievance procedure, the matter may then, by notice in writing given to the other party within ten (10) working days after the decision at Stage Three has been or should have been given, whichever is later, (or in the case of a difference arising directly between the Company and **the** Union, within ten (10) working days after the written reply to the submission was or should have been delivered, whichever is later) be referred either by the Company or the Union to arbitration as hereinafter provided.

Any matter properly referred to arbitration under the provision of this grievance procedure shall be heard by a board of three (3) arbitrators composed of an arbitrator appointed by the Company, an arbitrator appointed by the Union and a third arbitrator who shall be Chairman. 5.10

The Union and the Company shall each, within five (**5**) working days from the date of notice of arbitration, appoint its arbitrator and each party **so** appointing an arbitrator shall forthwith give written notice of such appointment to the other party. The Chairman shall be selected by mutual agreement of the two (2) arbitrators so appointed, or failing agreement within ten (10) working days after their appointment, the Minister of Labour of the Province of Ontario shall be requested, in writing, to appoint the Chairman. Such Chairman should be selected having regard to **his** impartiality, his qualifications in the interpretation of agreements and his familiarity with industrial matters. 5.11

AU steps necessary for the selection of a Chairman of a Board of Arbitration shall be taken by the party referring the matter to arbitration within **twenty-five (25)** working days after the **appointment of** its arbitrator. 5.12

The **Union** and the Company shall respectively pay the expenses of and fees payable to the arbitrator selected by each. The Union and the Company shall each be responsible for one-half ($1/2$) of the expenses of and fees payable to the Chairman to the amount which he may reasonably **require**. 5.13

The finding **of** the majority of the arbitrators as to the facts and as to the interpretation, application, administration or **alleged** violation of the provisions of this **Agreement** shall be conclusive and binding **upon** all parties concerned, the decision **of** the majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman governs, but in no event shall the arbitrators be authorized to alter, modify or amend any part of this Agreement, **to** add thereto or to give any decision inconsistent with the terms or provisions of this Agreement. Where **an Arbitration Board** determines that an **employee has been** discharged or otherwise **disciplined for cause**, the Arbitration Board **may substitute such** other penalty for the **discharge or discipline as** to the Arbitration Board seems just and reasonable in **all** the circumstances. 5.14

GENERAL

Should any employee or party desire to take advantage of the procedure provided for in this grievance procedure for the settlement of differences, each step in such procedure (up to and including the appointment of a Board of Arbitration) required to effect a satisfactory disposition of the matter shall be taken by such employee or party within the time limits herein set forth ~~or~~ the matter will be deemed to have advanced to the succeeding stage, up to and including arbitration. 5.15

Any and all time limits fixed by this grievance procedure for the taking of any action may be extended by written agreement of the Company and the Union. 5.16

Following any interview with a foreman or supervisor, in which an employee's performance has been discussed, the employee concerned may request a second interview at which the employee's designated steward may be present. If a Counselling or Reprimand form, or a formal derogatory notation ~~is~~ to be placed in an employee's file, the employee concerned, and the Union shall be provided with a copy. 5.17

STEWARDS and GRIEVANCE COMMITTEEMEN

The Stewards (including the Chief Steward and Grievance Committeemen) herein referred to, shall be designated in writing from time to time by the Union to the Company, shall be employees and shall consist ~~of~~ an aggregate total of not more than one Steward for each twenty-five (25) employees. The Union shall also, in such designation to the 5.18

Company, state the group of employees for whom each such Steward may act.

In the discretion of the **Union**, any Steward may be the Chief Steward and/or a Grievance Committeeman, but the total number of employees designated by the **Union as Stewards** (including the Chief Steward) shall **in no** event exceed the aggregate total above set forth. 5.19

Grievance Committeemen, the grieving employee, the President **of** the **Union** or his representative, shall be allowed such time off **as** shall be reasonably required to attend such necessary meetings with supervisory and management personnel **as are provided for in** this grievance procedure, **and in addition each** Steward, shall be allowed **time off**. **not in** excess of one (1) hour per week spent by **him** during **his** regular working hours **in** handling grievances **as** provided for in this Agreement, subject, however, to obtaining **permission** (which shall not be unreasonably withheld) from his Foreman. The Chief Steward shall be allowed time off not in excess of five (5) hours per week, spent by **him** during his **regular working** hours in handling grievances **as provided for** in this Agreement, subject, **however to obtaining** permission (which shall not be unreasonably withheld) from **his Foreman**. the period of one (1) hour per **week**, or the period of five (5) hours per **week**, as applicable, however, may be **extended** by mutual agreement, and if **so** extended it must be made a matter of record. 5.20

The Company shall pay Stewards, Grievance Committeemen, the grieving employee and the President **of** the **Union**, for any time **lost** by 5.21

them from their work during their regular working hours in connection with any of their duties herein mentioned. Members of the Union Grievance Committee will be paid at their average rate of earnings (excluding premium pay) for time spent by them at Stage Three meetings called outside their scheduled working hours by the Director, Human Resources or his designated representative. The making of any such payments shall in no manner preclude the Company from discontinuing such payments at any time, if in the opinion of the Company, the time off for such purposes is excessive.

The Union may appoint any member of the Bargaining Unit to act as a designated representative in connection with the administration of this Article. Such designated representative may act in place of any Local Officer, Steward, or Grievance Committee member, and the names of any such designated representatives shall be notified to the Company in writing, in advance of their carrying out any activity in connection with the administration of this Article. 5.22

ARTICLE 6

WAGES

6.01

- (a) The **Union** agrees that the straight time hourly rates, for the various job classifications **shall be as** set out in Schedule "B", attached hereto, to be effective on **May 12, 1992**, and the **Company** agrees that such rates **shall not be** changed during the life of this **Agreement** unless by mutual agreement.
- (b) When the Company establishes a new job classification, or revises an existing job classification, the Company will supply **the Union with the name, number, job description, date of implementation, and Labour Grade. The Labour Grade shall be** subject to negotiations between the Company and the **Union** but, failing agreement before the date of implementation, the Company shall have the right to implement the Labour Grade **as** proposed originally. Should the parties subsequently fail to agree upon the Labour Grade, the **Union** shall have the right to grieve as set out in Paragraph 5.08 hereof.
- (c) **The** Company agrees that prior to the implementation of any new or revised job description, as set out in Paragraph **6.01(b)**, of the Contract, an opportunity for oral discussion shall be provided, upon request, for three (3) employees designated by the **Union** to meet with a Company Committee comprised of the Director, Human Resources, the Director, Manufacturing, and the Manager, Industrial Engineering.

This Company Committee shall be prepared to discuss the functions, job duties, and prerequisites of the classification concerned.

Where an employee is moved from one job classification to another he shall receive the rate of the job classification to which he is moved. An employee may be moved to any job for a period not in excess of two (2) weeks at his personal rate, or the rate of the classification to which he is transferred, whichever is higher. 6.02

Minimum Starting Rates:

	Effective <u>May 12, 1992</u>
Labour Grades 1 and 2:	\$10.87
Labour Grades 3,4,5 & 6:	\$12.02

6.03

New employees may remain at their starting rate during the probationary period but must be given a classification as set out under Schedule "B" and receive the rate for that classification immediately on completion of the probationary period.

- a) Effective May 12, 1992 Schedule "B" Section 2 of the Collective Agreement, dated May 12, 1990 shall be adjusted to include an increase of 2.5% for all Labour Grades. 6.04
- b) Effective May 12, 1992 each employee shall receive a 2.5% increase to his personal rate.

- c) Effective May 12, 1993 Schedule "B" Section 2 of the Collective Agreement, dated May 12, 1992, shall be adjusted to include an increase of 2.5% for all Labour Grades.
- d) Effective May 12, 1993 each employee shall receive a 2.5% increase to his personal rate.

ARTICLE 8

PREMIUM PAY

For the purposes of **this** Agreement the work week shall be deemed to commence immediately after Midnight, Saturday, and to terminate immediately before Midnight Saturday the next following. 8.01

The last five (5) minutes of working time prior to lunch will be granted for washing up. 8.02

For the purpose of interpreting **this** Article, an employee's work day shall be deemed to consist of twenty-four (24) consecutive hours immediately following the commencement of his first scheduled work shift on that calendar day. 8.03

An employee having worked eight (8) hours at his straight time hourly rate in his work day shall be paid for the first four (4) additional hours worked by him in that work day at the rate of one and one-half (1-1/2) times his straight time hourly rate. 8.04

An employee shall be paid at the rate of two (2) times his straight time hourly rate for all consecutive hours so worked by him (with or without a mealtime break) in excess of twelve (12) hours. 8.05

An employee shall be paid for hours worked on Saturday at the rate of one and one-half (1-1/2) times **his** straight time hourly rate. 8.06

An employee shall be paid for hours worked on Sunday at the rate of two (2) times his straight time hourly rate. 8.07

An employee instructed to report for work outside **his** scheduled shift hours, other than immediately before **or** immediately after (with or without a mealtime break) one **of** his scheduled shifts, shall be entitled to a minimum of four (4) hours' pay at his straight time hourly rate. 8.08

An employee who reports for work on time at the commencement of his scheduled shift or within eighteen (18) minutes thereafter, without having been instructed by the Company not to do so, shall be guaranteed a minimum of four (4) consecutive hours work at his straight time hourly rate of pay on such shift, provided that this guarantee **also** shall not apply to any period for which he is late or in the event that the operations of the Company are affected by a labour dispute or in the event of fire, electrical failure, flood, failure of water supply, major mechanical failure or other major catastrophe. **This** guarantee shall also not apply in the case of an employee who has been absent from **his** scheduled work and who has failed to inform the Company of **his** intention to return. 8.09

It is expressly understood and agreed that apart from the guaranteed minimums mentioned in the preceding paragraphs hereof, no employee shall be entitled under the provisions of this Article to be paid at a rate in excess of night shift premium plus two 8.10

(2) times his straight time hourly rate for any hour worked.

A night shift premium of ten percent **(10%)** 8.11 will be paid for night shift work over day shift work. A "night shift" shall mean any shift commencing at ~~or~~ after **3:00** p.m. ~~or~~ before **6:00** a.m. in any calendar day.

(a) When overtime is scheduled in advance in a department, such overtime **will** be distributed equitably among the group of employees who normally perform such work, and the distribution **will** be reviewed on a quarterly **basis**. The Company may **allocate overtime under unusual or emergency conditions, on a short term basis, to those employees most reasonably available. No employee who is required by the Company to work hours outside of his regularly scheduled shift shall be required to take time out of his regular shift to offset such hours.** 8.12

(b) Each foreman shall maintain, on a weekly basis, a record detailing all **overtime** made available and worked **within his area of supervision. Upon request, he shall make this record available** for examination in his **department**, by any employee reporting to **him**.

(c) Whenever an employee is allocated overtime during a regularly scheduled shift, to be worked at the conclusion of that shift, and for a period in excess of one hour, the Company agrees to provide him with a meal ticket, which may be exchanged at the Company cafeteria for a meal to a maximum value of **six** dollars

and twenty-five cents (**\$6.25**) effective May 12, 1992 during its normal hours of operation, at no charge to the employee. Effective May 12, 1993 the meal ticket may be exchanged for a meal to a maximum value of six dollars and fifty cents (**\$6.50**).

- 8.13
- (a) While it is agreed by both parties that overtime is undesirable, it is recognized that a reasonable amount of overtime is necessary for the efficient operation of the Company's business. If emergency conditions arise necessitating overtime, employees will co-operate and the appropriate overtime rates will be paid.
 - (b) Failure to work overtime when requested, unless it constitutes a failure to co-operate, will not be a matter for disciplinary action.
 - (c) There shall be no concerted failure to work overtime.

ARTICLE 9

RECOGNIZED HOLIDAYS

(a) The operations of the Company will not normally be continued on the following days which shall be Recognized Holidays: **9.01**

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
August Civic Holiday	

@) Each year the Company shall declare three (3) additional days as Recognized Holidays. The dates for such additional Recognized Holidays shall be fixed by the Company after consultation with the Union.

(c) If one of the above mentioned holidays falls on Saturday, it shall be observed on the Friday next preceding; and if the holiday falls on Sunday, it shall be observed on the Monday next, succeeding.

Any employee who by reason of the observance of such holiday is not scheduled to work by the Company, when he would otherwise have done so, shall be paid a holiday allowance equal to a day's pay, **subject** to fulfilling all the following **conditions:** **9.02**

1. He must have completed thirty (30) days worked, prior to the observance of the holiday, and

2. He must have worked his scheduled shift commencing on the working day next preceding the observance of such holiday, and his scheduled shift commencing on the first working day succeeding such holiday,

or

If he is absent for either of the two qualifying shifts hereinbefore mentioned due to verified illness, death in his immediate family, jury duty, ~~or~~ because he has been sent home for lack of work, ~~or~~ has obtained prior written permission to be absent, provided that he works during the week in which the holiday is observed by the Company,

or

If he is absent throughout the week in which the holiday is observed by the Company due to verified illness, death in his immediate family, jury duty, or because he has been sent home for lack of work, or has obtained prior written permission to be absent, provided that he works throughout the work week next preceding the week in which the holiday is observed by the Company, or throughout the work week next, succeeding.

Should an employee be required to work a shift, or part thereof commencing on any such holiday he shall be paid for work so performed at the rate of one and one-half (1-1/2) times his straight time hourly rate for the first eight (8) hours and at the rate of two (2) times his straight time hourly rate for all additional hours in addition to any holiday

9.03

allowance to which he may be entitled under the provisions of this Article.

For the purpose of this Article "a day's pay" shall mean an employees straight time hourly rate multiplied by eight, plus night shift premium if otherwise scheduled to work a qualifying shift. 9.04

It is expressly understood and agreed that no employee shall be entitled under the provisions of this Article to be paid at a rate in excess of night shift premium plus two (2) times his straight time hourly rate (apart from any holiday allowance to which he may be entitled) for any hours worked by him on a holiday. 9.05

ARTICLE 10

VACATIONS

Each employee who, at his established service anniversary date, with the Company, has completed eighteen (18) years' or more continuous service with the Company, shall receive for that year five (5) weeks' vacation and vacation pay as provided in Paragraph 10.08. 10.01

Each employee who, at his established service anniversary date, with the Company, has completed ten (10) years' continuous service, but less than eighteen (18) years' continuous service, shall receive for that year four (4) weeks' vacation and vacation pay as provided in Paragraph 10.08. 10.02

Each employee who, at his established service anniversary date, with the Company, has completed five (5) years', and less than ten 10.03

(10) years' continuous service with the Company, shall receive for that year three (3) weeks vacation and vacation pay as provided in Paragraph 10.08.

Each employee who, at his established service anniversary date, with the Company, has completed one (1) year and less than five (5) years' continuous service with the Company, shall receive for that year two (2) weeks vacation, and vacation pay as provided in Paragraph 10.08, or in accordance with the provisions of the Ontario Employment Standards Act. 10.04

Each employee who, as at June 30th of a year has completed less than one (1) year's continuous service, shall receive for that year vacation pay in accordance with the provisions of the Ontario Employment Standards Act. 10.05

Where a holiday as referred to in Article 9 hereof occurs during an employee's vacation period on a normal work day, Monday to Friday, inclusive, on which he would otherwise have worked were it not a holiday or part of his vacation, another day's vacation shall be granted to him immediately before or after his vacation period. 10.06

Subsequent to May 9, 1955, periods in excess of sixty (60) days during which an employee is laid off or on leave of absence (excluding leaves not exceeding one year for sickness or for Union business, or not exceeding seventeen (17) consecutive weeks for approved pregnancy leave) shall be deducted in calculating an employee's continuous service with the Company for the purpose of this Article only, and in the event that an 10.07

employee's service is broken under the provisions of Article 4 hereof and he shall thereafter be rehired, his continuous service with the company for the purposes of this Article shall thereafter be calculated from the date of such rehiring only.

(a) Each employee who has completed one or more years' continuous service at June 30th of a year and has worked eighteen hundred (1800) straight time hours or more in the twelve (12) months ended on that date, shall receive as vacation pay for that year, an amount determined by multiplying his current straight time hourly rate by the number of hours set opposite the years of continuous service completed by him at June 30th of that year as follows:

Continuous Service	Paid Vacation Hours
Less than 1 year or	a
1 year and less than 5 years or	80 hours*
5 years and less than 10 years or	120 hours
10 years and less than 18 years or	160 hours
18 years and over	200 hours

less any vacation pay previously received by him for that year as provided in paragraph 10.11.

* Or in accordance with the provisions of the Ontario Employment Standards Act.

(b) Any employee who has not worked eighteen hundred (1800) straight time hours or more in the vacation year July 1 to June 30, shall have his vacation pay for that year calculated on his earnings for that year in accordance with Paragraph **10.11.**

(c) The expression "eighteen hundred (1800) straight time hours or more" includes actual hours worked (excluding overtime hours); hours covered under the short term disability benefit plan (including waiting period); recognized holidays; vacation hours at 40 hours per week; lost time hours covered under death in the immediate family; civic duty; and paid Union activities.

Pre-arranged, unpaid hours devoted to Union business, with prior approval from the Human Resources Department, and absences due to verified illness, supported by an affidavit acceptable to the Company, shall be included in calculating the '1800 hours' feature.

Time lost while on long term disability, unpaid Union activities and unpaid lost time are not included.

The periods allotted to employees for vacations will be established by the Management, and vacation periods will be such as to cause the minimum of interference with the plant operations, but will be, whenever possible, between June 1st and September 30th. 10.09

Every eligible employee will be, on request, notified of his vacation pay and period as far in advance as possible, but the right is reserved to make changes in vacation periods **at any time** when such action is considered **necessary**. 10.10

Normally all vacations will be taken before the end of the calendar year and a temporary shutdown for any reason **may be designated** for vacation, provided that such designation is made at least seven (7) days in advance.

No employee shall be considered as laid off for such period designated for vacation by reason of such shutdown.

Each employee who ceases active employment **with' the** Company, (other than those whose employment was terminated for reasonable cause) including without limitation protracted layoff for lack of work, will be paid as vacation pay for the period since the preceding July 1st. an **amount** calculated on his individual earnings during such period as follows: 10.11

Continuous Service	Pay as % of Earnings From Preceding July 1
-------------------------------	---

Less than 5 years	4%*
or	
5 years and less than 10 years	6%
or	
10 years and less than 18 years	8%
or	
18 years and over	10%

less any vacation pay previously received by him for that year as provided in Paragraph 10.11.

* Or in accordance with the provisions of the Ontario Employment Standards Act.

Employees whose employment has been terminated for reasonable cause will be paid vacation pay in accordance with the provisions of the Province of Ontario Employment Standards Act, in lieu of any vacation and vacation pay otherwise provided for in this Article. 10.12

Vacations may not be postponed by an employee after the end of the calendar year and any vacation not taken by the end of that time will be forfeited. However, where mutually agreed upon by both the Company and the employee a maximum of one weeks vacation may be carried by an employee past the end of the calendar year. This one weeks vacation must be used by the end of April of the succeeding calendar year or the time will be forfeited. 10.13

No employee shall be entitled to continue ^{10.14} work during his vacation period.

ARTICLE 11

HEALTH CARE

- (a) The Company will pay and maintain the full cost of the Ontario Health Insurance Plan. 11.01
- (b) The Company will pay and maintain the benefits for the Ontario Blue Cross Extended Health Care Plan \$10/\$20 deductible option and for the Ontario Blue Cross SemiPrivate Hospital insurance Plan that are currently in effect.
- (c) The Company will pay and maintain the benefits for the Great West Life Assurance Dental Plan that is currently in effect.

Effective May 12, 1992, the 1991 Ontario Dental Association fee schedule will apply.

Effective May 12, 1993, the 1992 Ontario Dental Association fee schedule will apply.

Dependents must be in fact wholly dependent on the employee for the full month to qualify the employee for a payment on his behalf, if he is otherwise eligible, of an amount greater than that provided for single employees. 11.02

An employee who works less than ten (10) working days in any month shall not be entitled to have a payment made for him for that month, unless such failure to work ten (10) days was specifically due to either: 11.03

- (a) Disability resulting from verified illness or accident arising directly from his employment with the Company, with compensation for loss of earnings provided under Ontario Workers' Compensation legislation, **or,**
- (b) Causes for which compensation for loss of earnings was provided on a discretionary basis by the Company.

ARTICLE 12

JURY SERVICE

12.01

The Company shall pay an employee serving as a juror, or called as a Crown Witness, on the basis of a day's pay or fraction thereof as defined in Paragraph 9.04 of this Agreement, for each normal working day lost while on jury duty, or acting as a Crown Witness, at the usual pay periods, provided the employee agrees to endorse to the Company all cheques received for such service, rendered on such normal working days.

ARTICLE 13
DEATH IN THE
IMMEDIATE FAMILY

In the event of the death **of** the wife, 13.01
husband, child, parent, common-law spouse,
brother or ~~sister~~ of an employee, the employee
shall be allowed three (3) days off **with** pay
on a per diem basis as defined in Paragraph
9.04 **of** this agreement for funeral purposes.

In the event of the death **of** a parent-in-law, 13.02
brother or sister-in-law, grandparent or
~~grandchild~~ **of** an employee, the employee
shall be allowed two (2) days off with pay on
a per diem basis **as** defined in Paragraph 9.04
of this agreement for funeral purposes.

In the event of the death **of a son-in-law or** 13.03
daughter-in-law **of** an **employee, the**
employee shall be allowed one (1) day off
with pay on a per diem basis as defined in
Paragraph 9.04 of this agreement for funeral
purposes.

In the event any employee's vacation is 13.04
interrupted due to bereavement **as** set forth
above, he shall be allowed additional vacation
days immediately following such vacation,
equal to the appropriate number of days set
forth in either 13.01, 13.02 or 13.03 above.

ARTICLE 14

SAFETY

The Company shall continue to make reasonable provision for the safety of its employees at the plant during the hours of their employment. 14.01

The Company agrees that subsidies shall be provided for approved personal safety equipment, for the exclusive use of the employee, as follows: 14.02

1. Safety Footwear - Effective May 12, 1992 a subsidy of fifty (\$50.00) or fifty percent (50%) of the cost, whichever is less shall be provided for each pair of safety footwear, to a maximum of two (2) pairs within any twelve (12) month period, purchased by an employee in an approved manner.

Effective May 12, 1993 a subsidy of fifty-two (\$52.00) or fifty percent (50%) of the cost, whichever is less shall be provided for each pair of safety footwear, to a maximum of two (2) pairs within any twelve (12) month period, purchased by an employee in an approved manner.

2. Safety Glasses - Effective May 12, 1992 a subsidy of sixty-five (\$65.00) plus the full fitting cost as required, shall be provided for approved, prescription-ground safety glasses, purchased by an employee in an approved manner.

Effective May 12, 1993 a subsidy of seventy (\$70.00) plus the full fitting cost as required, shall be provided for approved, prescription-ground safety

glasses, purchased by an employee in an approved manner.

ARTICLE 15

NO DISCRIMINATION OR COERCION

The Union agrees that it will not, ~~nor~~ will it **15.01** permit its agents or members **to** engage in intimidation or coercion **to** obtain members or to discriminate against or **to** intimidate employees who are not members of the Union. The Union agrees **to** refrain from soliciting membership **on** the Company's ~~time~~. The Union agrees to refrain from conducting any business or other activity **on** the Company's time or property except as provided for under the terms of this Agreement.

The Company agrees that there **will** be ~~no~~ **15.02** discrimination against or intimidation of any employee.

ARTICLE 16

NO STRIKES OR LOCKOUTS

~~The Company agrees that there shall be no lockout and the Union agrees that there shall be no slow-down, sit-down, strike or other~~ **16.01** stoppage of or interference with work during the **term** of this Agreement.

ARTICLE 17

BULLETIN BOARDS

The Company agrees that the Union may use 17.01
bulletin boards designated for the purpose,
provided that the use by the Union of the
bulletin boards shall be restricted to the
posting thereon only of such notices as have
received the approval of the Management
prior to posting and that the subject matter of
the notices shall be restricted to matters
pertaining to recreational or social activities.
Notices of meetings or notices of the results of
elections in regard to the affairs of this plant
may be posted without prior Management
approval. All notices must be signed by an
authorized representative of the Union.

Use of the bulletin boards by the Union or its 17.02
representatives will be continued so long as
the boards are used in the manner provided
above, and material posted thereon is not
considered by the Company to be offensive.

The Union agrees that it will not distribute 17.03
pamphlets or other publications on the
premises of the Company without the
Company's prior approval.

ARTICLE 18

UNION SECURITY

Each month, during the life of this Agreement, the Company shall as a condition of each employee's continued employment, deduct from the earnings accumulated to the credit of such employee an amount equal to the current dues of the Local. The amount to be deducted by the Company will be certified by the President of the Local to the Company in writing and shall be stated in a uniform amount in dollars and cents for each employee. The Company shall, together with a detailed list of such collections, remit same by cheque payable to the order of the Union before the 29th of each month. The said amounts shall be accepted by the Union as the current monthly dues of those employees who are or shall be members of the Union, and the amount so deducted from non-members of the Union shall be treated as their contribution toward the expenses of maintaining the Union. 18.01

On written authority from an employee upon the requisite form obtained from the Union, the Company shall deduct from the earnings accumulated to the credit of such employee an initiation fee as certified by the President of the Local to the Company in writing and shall remit same as set forth above. 18.02

It is understood and agreed that the Union will save the Company harmless from any and all claims which may be made against it by an employee or employees for amounts deducted from earnings as herein provided. 18.03

ARTICLE 19

RULES AND REGULATIONS

The Union recognizes that it is the exclusive function of the Company to make or alter from time to time rules and regulations to be complied with by its employees, provided that such rules and regulations are not contrary to the provisions of this Agreement. The Company agrees to furnish the Union with a copy of any new or altered Company rule or regulation two (2) days in advance of posting whenever possible. 19.01

ARTICLE 20

GOVERNMENT SECURITY REGULATIONS

The Union recognizes that the Company may have certain obligations in its contracts with the Government pertaining to security, and agrees that nothing contained in this Agreement is intended to place the Company in violation of any Security Agreement with the Government. 20.01

Therefore, in the event that any Government agency concerned with security regulations, advises the Company that any employee is restricted from work on, or access to, classified information or material, the Union will not contest any reasonable action the Company may take to comply with its security obligations to the Government. 20.02

ARTICLE 21

WORKING HOURS

The following paragraph is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week. 21.01

The normal work week shall, apart from overtime, consist of forty hours per week, comprised of five eight-hour days, Monday to Friday, inclusive. 21.02

Employees working on continuous shifts will be granted a 25-minute paid lunch period. 21.03

The Company agrees that any pay adjustment due to an employee reporting late shall reflect only the actual extent of the lateness, as indicated on the employee's time card. 21.04

Upon request, the President, Vice Resident, Chief Steward, and the Chairman of the Grievance Committee of the Local will be assigned to a permanent day shift, provided that, in the opinion of the Company, this arrangement can be reasonably made. The Union agrees to save the Company harmless from any and all claims which may be made against it by any employee who may be adversely affected by this provision. 21.05

The Company shall provide an employee with at least forty-eight (48) hours notice of any unscheduled change in shift, except under emergency conditions when the opportunity to provide such notice is not reasonably available to the Company. 21.06

Where it is mutually agreed to by the employee and the Company, a shift change can take place without forty-eight (48) hours notice and premium payments as a result of the number of hours worked in a day under Article 8, will not apply.

The Company shall make every reasonable effort to assign shift work within a department on the basis of seniority subject to ability to perform the job satisfactorily. 21.07

ARTICLE 22 EMPLOYEES' WORK

Employees of the Company not in the Bargaining Unit will not do work ordinarily performed by employees in the Bargaining Unit except for: 22.01

- (a) Instruction and training of employees, and
- (b) Emergency work when employees are absent or not reasonably available as required.

ARTICLE 23 UNION AND COMPANY REPRESENTATIVES

The Union agrees to furnish the Company with the names of its duly elected officers and representatives appointed to perform any act in connection with the carrying out of this Agreement and undertakes to promptly notify the Company of any change in these officers or appointed representatives. 23.01

The' Company agrees to furnish **the Union** 23.02 with a list of names of the **officers** and supervisory personnel with whom **the Union** may have transactions in connection with the administration of this Agreement and undertakes to promptly notify the Union of any change in these officers or supervisory personnel.

ARTICLE 24

INFORMATION TO THE UNION

Copies of **all** general notices which are posted 24.01 on the plant bulletin boards which deal with hours of work, wages or **working conditions**, will be sent to the President of **the Local Union**.

Each month the President of the Local Union 24.02 shall be sent **a** list, showing department, seniority dates, clock numbers and rates of pay of the employees who, during the month have:

- (a) **Been** recalled, laid off or terminated, and
- (b) Been granted leave of absence (the period of leave **to** be shown).

The Company agrees to advise the Union 24.03 **when an employee has been subject to a disciplinary suspension. Such information will provide** a brief outline of the circumstances **and the** action taken by the Company.

Each month the Company will **provide** the 24.04 **Union with a list of the classification changes and changes** in rates of pay, **within** the Bargaining Unit, for the preceding month.

ARTICLE 25

GROUP LIFE INSURANCE

The Company agrees that the benefit provisions of the contributory and non-contributory Group Life Insurance Plans, as they apply to members of the Bargaining Unit, shall not be reduced during the life of the Collective Agreement. 25.01

The Group Life Insurance Plan has been expanded as follows: 25.02

1. The insurance benefit shall be rounded to the next higher \$1,000.00.
2. Employees may purchase coverage equal to twice their basic annual earnings.
3. Employees may insure their spouse for \$5,000.00 and each dependent child for \$1,000.00 (eligibility for dependent life insurance equivalent to eligibility for medical benefits). at plan effective date the employee contribution will be \$1.00 per month.
4. Additional children will be covered automatically from birth.
5. Following any change excluding a dependent from further coverage, conversion to an individual life insurance policy is available under the same rules applying to employee life insurance.

ARTICLE 26

EMPLOYEE PENSION PLAN

(a) Effective May 12, 1992 the Pension Plan shall provide that the monthly pension for each full year of service (as defined in the Pension Plan) shall be \$28.00 and a pro-rata amount for a partial year of service. 26.01

(b) Effective May 12, 1993 the Pension Plan shall provide that the monthly pension for each full year of service (as defined in the Pension Plan) shall be \$28.50 and a pro-rata amount for a partial year of service.

The above are modifications to the Pension Plan as they apply to members of the Bargaining Unit and full details of the Pension Plan are provided therein. 26.02

The Company agrees that the benefit provisions of the Pension Plan, as they apply to members of the Bargaining Unit, shall not be reduced during the life of the Collective Agreement. 26.03

The Company agrees to modify the Company Pension Plan, to provide the surviving spouse of an employee with a sixty percent (60%) pension, on an actuarially reduced basis, if the employee at the time of death is eligible for a pension under the "Rule of 78" provisions of the Pension Plan. 26.04

Guaranteed Pension - an employee who qualifies for a service pension may elect to receive a reduced service pension payable during their life, with payments guaranteed for a period of not less than five (5) years nor more than ten (10) years. 26.05

The Company agrees to modify the Company Pension Plan in accordance with the Income Tax Regulations ITR **8503(3) (c)** and ITR **8509(2)(b)**, whereby a member of a pension plan can retire with an unreduced pension when the sum of the member's age plus service equals 80. Effective January 1, 1992 for plan members who retire under the Rule of 78 prior to attaining Rule of 80, a 3% early retirement reduction is then required, unless the member has already attained age 60 or completed **30** years of service Full details are provided in the Pension Plan.

26.06

Extended Health Care Benefits

26.07

on Retirement:

The company will provide Extended Health Care Benefits to employees retiring after May 12, 1992 for a period of five **(5)** years or to age 65, whichever comes first.

The Extended Health Care plan for retirees will be the Blue Cross Formulary **3** Drug Plan and excludes coverage for hospitalization and over-the-counter drugs.

The Company will pay the full cost of the premiums for the plan which will reimburse 100% of the covered expenses in excess of the deductible which will be \$25 single and \$50 family.

Benefits provided under this plan are in accordance with the Ontario Blue Cross Formulary **3** Drug Plan guidelines.

ARTICLE 27

EMPLOYEE DISABILITY BENEFIT PLANS

The Company agrees **that the benefit** 27.01
provisions of the Employee **Disability Benefit**
Plans, as they apply to members **of** the
Bargaining Unit shall not be reduced during
the **life of** the Collective Agreement.

SHORT TERM

27.02

DISABILITY BENEFITS

If you are disabled due to a **verified** accidental
injury arising out of and in the course **of** your
employment, you **will be compensated by the**
Ontario Workers' Compensation **Board.**

If you are unable to work due **to verified**
sickness not covered by the Ontario **Workers'**
Compensation Act you will receive the
following benefits according to your length of
service commencing on the fourth working
day of said absence.

If you are unable to work **due to verified**
accidental injury not arising **out of and in the**
course of your employment **you will receive**
the following benefits according to your length
of service commencing on the first working
day of said absence.

If you are committed **to a public** hospital, you
will receive the following benefits according to
your length of service commencing on the first
day of said commitment.

- a) With 3 months to 2 years service -- 75%
of normal **weekly** earnings up to a
maximum **of** 16 weeks.

- b) With 2 to 10 years service - 75% of normal weekly earnings up to a maximum of 16 weeks; 50% of normal weekly earnings for the succeeding 10 weeks.
- c) With 10 years or more service - 75% of normal weekly earnings up to a maximum of 26 weeks.

Employees will not be required to sign a specific waiver of benefits and all existing waivers will be cancelled.

Employees would again qualify for benefits after returning to work for a one-month period.

The expression "normal weekly earnings" wherever used in calculating short term benefit pay shall mean the straight time hourly rate at the time of sickness multiplied by forty.

Employees qualified to receive a vacation with pay and who are receiving benefits at the time their vacation is scheduled to take place shall, unless they request otherwise, be reinstated on the payroll of the Company and shall receive the vacation pay for which they are qualified, and during such vacation period benefits shall be suspended; and if upon expiration of such vacation period the disability continues benefits shall be resumed, and the period for which vacation pay was effective shall not be treated as part of the term of such disability.

**LONG-TERM
DISABILITY BENEFITS**

27.03

Eligibility - Employees under age **64 1/2** who have completed both a service waiting period of three months and their probationary period.

Qualifying Period - a period of **26** weeks of total disability after the employee's eligibility date.

Total Disability - an employee will be considered totally disabled if, during the qualifying period and the next **12 months**, he is continuously unable to perform **each and** every duty of **his** occupation or **alternate** occupation at similar earnings potential, and is not engaged in another occupation. Thereafter, he will be considered totally disabled only if he is unable **to** engage in any occupation for which he either **is** or becomes reasonably qualified by training, education or experience.

Disabilities Not Covered -

- (a) **When** not under the care and treatment of a duly qualified physician.
- (b) Pregnancy, childbirth or miscarriage.
- (c) Disability due to intentionally self-inflicted injuries.
- (d) Disabilities resulting from the commission (or attempted commission) of a felony by the employee.
- (e) Disability as a result of war or an act of **war**.

Definition of Earnings - Benefits and contributions will be based on normal monthly earnings. Normal monthly earnings under the long-term disability plan will be equal to 4.3 times normal weekly earnings as defined under the Employees' Disability Benefits Plan (short-term).

Contributions - Premiums for the Plan shall be one dollar and thirty cents (\$1.30) for each one hundred dollars of normal monthly earnings, of which thirty-five cents (\$0.35) for each one hundred dollars of normal monthly earnings shall be paid by each employee through payroll deduction, and ninety five cents (\$0.95) for each one hundred dollars of normal monthly earnings to be paid by the Company in accordance with the provisions of Paragraph 11.04 hereof.

Benefits - Employees who qualify for disability benefits under this plan will receive a monthly disability income equal to 50% of normal monthly earnings, less any benefit entitlement under the following:

- (a) Any income continuation
- (b) Workers Compensation
- (c) Unemployment Insurance
- (d) Canada/Quebec Pension Plan(s)
- (e) Pension Benefits
- (f) Any other plan or Government program which provides income benefits and for which the Company contributes or makes payroll deductions.



The Company agrees that any member of the Bargaining Unit **as** at May 12, 1972 shall not be required to sign a waiver of Long Term Disability Benefits **so long** as he does **not** suffer a break in service **as** defined in Paragraph 4.07 of the Collective Agreement.

(N.B. This **summary** is extracted from the Long-Term Disability Plan, and full details of the plan **are** provided therein),

ARTICLE 28
INTERPRETATION

In interpreting **this** Agreement **unless** the **28.01** context **otherwise** requires the masculine shall **include** the feminine.

ARTICLE 29
TERMINATION OR RENEWAL

This Agreement shall be deemed **to have 29.01** come into effect **on May 12, 1992 and shall** **remain** in force for a period of two **(2)** years from that date.

Following completion of the term provided for **29.02** **in** Paragraph **29.01** this Agreement shall be automatically renewed from year **to** year **unless** notice by registered mail is given by **either party to the** other for amendment or **termination within** the period **of** three (3) months, but in **no** event less than one (1) month, before the termination date of this Agreement or any anniversary thereof and **so on** from time **to** time.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives on the day and year first above mentioned.

BROCK TELECOM LIMITED

[Signature]
Betty Salmon
John Alexander
Anne Hodgson
[Signature]
[Signature]

**COMMUNICATIONS AND ELECTRICAL
WORKERS OF CANADA CWC AND ITS
LOCAL 526.**

[Signature]
Nancy E. Marshall
Robert E. Robinson
[Signature]
[Signature]
[Signature]

SCHEDULE "A"
DEPARTMENT NUMBERS

300	Ironwork, Machining, Plating
350	Physical Distribution
440	Final Assembly and Test
445	P.W.C. and Hybrid Assembly
605	Electronic Inspection
700	Maintenance, Tooling and Test Equipment
720	Factory Services

SCHEDULE "B" - SECTION 1
 JOB CLASSIFICATIONS &
 LABOUR GRADES

Class	Description	Labour Grade
127	Metal Work Operator	2
128	Metal Work Set-Up and Operator	2
217	Work Cell Group Assembler	2
218	Final Assembly Operator	2
232	P. W. C. Insertion Mach. Opr. & Set-Up	3
250	Assembler	1
266	Miscellaneous Backplane & Frame Wiring Opr.	2
274	Automatic Wrg. Mach. Opr.	2
275	Inspector for Military High Reliability	2
276	Solder Operator for Military High Reliability	2
305	Punch Press Set-Up & Opr.	3
320	Set-Up - Magnetics	2
323	Backplane Insertion M/C Opr and Setup	2
333	Wave Solder Set-up & Opr.	2
336	Statistical Process Control (SPC) Co-ord.	2
423	Elec. Rec. Insp. Lead Hand	3
426	Shipping Lead Hand	2
442	Toolroom Lead Hand	6
443	Factory Service Lead Hand	2
446	Assembly Lead Hand	3
451	Receiving Lead Hand	3

452	Metal Fabrication - Lead Hand	3
453	Metal Fabrication - Operating Lead Hand	3
460	P.W.B. Fab Insp. Lead Hand & Instructor	3
525	Electronic Technician	3
530	Wire Verif. Insp.	3
551	Insp. Assem. & Electrical	2
615	Test Equip. Builder	3
616	Test Equip. Builder	3
619	Mechanical Calibration	2
620	Electronic Calibration	3
650	Insp. P.W.B. Fabrication	2
652	Incoming Mat'l Inspector Elec/Mech	2
710	Tool and Die Maker	5
725	Maintenance Mech.	5
729	Maintenance Machinist	5
732	Maintenance Office Equip.	3
735	Maintenance Electrician	5
737	Maintenance Electronic	5
739	Maintenance PAX Telephones	3
740	Maintenance Painter	2
800	Factory Service	2
802	Factory Service	1
803	Groundskeeper	2
860	Material Handler	2
905	Shop Clerk	2
919	Attend. Service Crib	2

SCHEDULE "B" - SECTION 2

RATES OF PAY

LABOUR GRADE	EFFECTIVE	
	MAY 12, 1992	MAY 12, 1993
1	\$13.82	\$14.17
2	14.25	14.61
3	15.36	15.75
4	17.40	17.84
5	18.71	19.18
6	19.17	19.65

Brock Telecom Limited

May 12, 1992

Local 526
CWC
Brockville, Ontario

Attention: Mr. A. McDougall

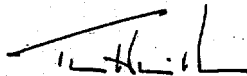
Subject: Employment Equity

Dear Mr. McDougall:

The Company and the Union affirm their intent to further the aims of Employment Equity in the workplace.

The parties agree that the employees' rights under the Collective Agreement will not be affected by any Employment Equity initiative.

Yours very truly,



T. V. Hamilton
Director
Human Resources

#1

Brock Telecom Limited

May 12, 1992

Local 526 CWC

Brockville, Ontario

Attention: Mr. A. McDougall

Dear Mr. McDougall:

The Company and the Union have agreed that Members of Local 526 C.W.C. shall not be displaced by transfer or relocations from other plants.

Yours very truly,

A handwritten signature in black ink, appearing to read 'T. V. Hamilton', written over a horizontal line.

T. V. Hamilton
Director
Human Resources

#2

Brock Telecom Limited

May 12, 1992

Local 526 CWC

Brockville, Ontario

Attention: Mr. A. McDougall

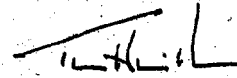
Dear Mr. McDougall:

The Company and the Union have agreed that in the event of a significant shift in the production load, they will work together to allow the required changes to take place with a minimum of disruption to the facility.

In order to facilitate these changes both parties agreed that certain provisions of Article 4 of the collective agreement may be temporarily suspended.

Any changes that are being contemplated with respect to this letter must be mutually agreed upon by both parties. Failing mutual agreement, Article 4 of the Collective Agreement will apply.

Yours very truly,



T. V. Hamilton
Director
Human Resources

#3

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