

COLLECTIVE AGREEMENT

Between



ALCATEL CANADA WIRE INC.

and

UNITED ELECTRICAL, RADIO AND
MACHINE WORKERS OF CANADA

and



LOCAL 521

24 SEPT. 1991 - 23 SEPT. 1994

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COLLECTIVE AGREEMENT made
this 24th day of September, 1991

BETWEEN

ALCATEL CANADA WIRE INC.
Leaside, Ontario

incorporated under the laws of the
Dominion of Canada
hereinafter called "the Company"

OF THE FIRST PART

- and -

UNITED ELECTRICAL, RADIO AND MACHINE
WORKERS OF CANADA, AND LOCAL **521 (UE)**

hereinafter called "the Union"

OF THE SECOND PART

WITNESSETH THAT:

ARTICLE 1

DEFINITION

1.01 The term “employees” wherever used in this Agreement shall mean hourly rated employees of the Company employed at the Company’s Leaside Plant excluding Supervisors, Assistant Supervisors, Shift Foremen, and Guards. The term “employee” shall mean one of such employees.

ARTICLE 2

UNION RECOGNITION

2.01 The Company recognizes the Union as the sole bargaining agent for collective bargaining purposes for its employees as defined by Article 1, with reference to rates of pay, hours of work and other working conditions.

2.02 Deduction of Union Dues

1. During the life of this Agreement, the Company will deduct each week from the pay of each present and future employee an amount equal to the regular established dues of the Union.

2. The Company will not be responsible for the collection of any dues where, because of absence from work, the employee has no earnings in the pay period in which Union dues are deducted as stated in 1 above. Deductions will be made from annual vacation pay on the basis of one week’s dues for each week of paid vacation.

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

ARTICLE 3

MANAGEMENT RIGHTS

3.01 The Union acknowledges that it is the exclusive function of the company to:

a) maintain order, discipline and efficiency among its employees;

b) hire, discharge, discipline for just cause, lay-off, classify, transfer, promote and demote its employees, provided that any exercise of these rights in conflict with provisions of this Agreement may be the subject of a grievance and dealt with as hereinafter provided;

(c) generally manage the industrial enterprise in which the company is engaged and, without restricting the generality of the foregoing, to manage the plant, determine the products to be manufactured, methods of manufacturing, schedules of production, kinds and location of machines and tools to be used, processes of manufacturing and assembling, the engineering and designing of its products, the control of materials and operations and materials or parts to be incorporated in the products produced, and, insofar as it is not restricted by the terms and provisions of this Agreement, direct its employees, and make and alter rules of procedure and conduct for its employees.

ARTICLE 4

NO DISCRIMINATION

4.01 The Company and the Union agree that there will be no discrimination by the Company and its representatives or the Union or its members against any employee because of race, colour or religious creed, or because of his activity or lack of activity in or in respect

of any trade union or employees' organization.

4.02 There shall be no activities by or on behalf of the Union on the premises of the Company during an employee's working hours except as permitted by this Agreement. The Union agrees not to hold any meetings on the Company's premises except as permitted by the Company.

ARTICLE 5

UNION REPRESENTATIVES AND COMMITTEES

5.01 The Union shall choose Stewards, who shall be employees other than temporary employees of the Company. The number and distribution of Stewards shall be shown on Schedule "B" attached hereto or as revised from time to time by mutual consent.

5.02 The Grievance Committee shall be composed of five (5) Stewards.

5.03 The Union will certify in writing to the Company the names of their Stewards, elected Local Officers and Grievance Committee authorized to act hereunder from time to time and the Company will not be required to recognize them until so certified. However, the Company acknowledges the right of the Union to temporarily vest any Steward with the authority of a Grievance Committee member for the purpose of acting in the place of any regular Grievance Committee member not available.

5.04 The Union acknowledges that Stewards, like other employees, have regular duties to perform on behalf of the Company and none shall leave his or her regular duties to investigate grievances without obtaining authority from his or her Superintendent or in his absence the

Shift Supervisor. Such authority shall be granted automatically except at times or in cases where the Superintendent or in his absence the Shift Supervisor shall deem it unreasonable. The Steward shall record the time of leaving and returning to work in an approved manner.

5.05 The Company shall give each new employee when hired a printed copy of this Agreement and a slip showing the "Name" and "Clock No." of the Union Steward, of the Department to which the new employee is being assigned, and to whom he will be introduced by his Superintendent or Shift Supervisor.

ARTICLE 6

GRIEVANCE PROCEDURE

6.01 The parties hereto are agreed that complaints or alleged violations of the Agreement shall be dealt with as quickly as possible. If an employee has such a complaint it shall first be presented verbally to his Foremen in company with his Steward. If the complaint is not settled to the satisfaction of the employee concerned within a period of time that is mutually agreed upon at the time, then the following grievance procedure shall apply.

6.02 Stage One

The employee shall present such grievance to his or her Supervisor in writing if a satisfactory answer to the complaint has not been received within the time limit agreed to in 6.01 above. The employee shall have the assistance of his or her Steward if the employee so desires. If a settlement satisfactory to the employee concerned is not reached within forty-eight (48) hours, then:

6.03 Stage Two

The Grievance Committee may, within a period of seventy-two (72) hours after the decision was given or

should have been given if none was given in Stage One, present such grievance to the Personnel Manager who will arrange for the grievance to be heard by the Production Manager and/or the Superintendent concerned. When requested by either party the Foreman will attend.

Any of these (or the equivalent authority specified in this stage) will not be called upon to meet more than two Grievance Committee members together with the Steward and/or employee involved, if necessary. Such meeting shall be held not later than seventy-two (72) hours after such request has been received by the Company representative named. If a settlement satisfactory to the Grievance Committee is not reached within seventy-two (72) hours thereafter, then:

6.04 Stage Three

The Grievance Committee may, by notice in writing to the Management to be given in six (6) days after the decision was given or should have been given if none was given in Stage Two, request a meeting to discuss such grievance.

The Management shall notify the Grievance Committee of the time and place at which the meeting will take place. Such meeting shall be held not later than six (6) days after such request has been received by the Management.

The Plant Manager will give a decision in writing seven (7) days after the meeting has been held. The Plant Manager will not be called upon to meet more than three Grievance Committee members together with the Steward and/or the employee involved, if necessary at any one time.

6.05 Other Officials or representatives of the Company occupying positions lower in authority than the

representatives dealing with any particular stage of the Grievance Procedure may be present if the Company so desires.

6.06 A full-time representative of the National Office, the Local Business Agent of the Union or an elected Local Officer from the Leaside Plant may be present at Stage Three. The Company will be advised which of these will attend at the time the meeting is scheduled.

6.07 When two or more employees in the same zone have a common grievance respecting the interpretation or alleged violation of this Agreement, this shall be a group grievance and be presented to the Supervisor or Supervisors concerned by not more than two of the group accompanied by a **Steward** as provided in Stage One and subsequent stages of the Grievance Procedure.

6.08 When there are any differences directly between the union and the Company respecting the interpretation or alleged violation of this Agreement, they may be presented in writing by either the Company or the Union to the other with a written request for a meeting between the Officers of the Union and representatives selected by the Company for that purpose. Failing settlement within fourteen (14) days after such written request was made, the Company or the Union may give written notice requesting a meeting within seven (7) days between representatives or officials of the Company selected by the Company for such purpose and a National Representative of the Union to discuss the matter.

The decision of the Company or the Union shall be given within fourteen (14) days after the giving of such written notice.

6.09 Should there be a difference concerning the interpretation or alleged violation of this Agreement which

has not been satisfactorily settled under the foregoing provisions, the matter may then be referred to Arbitration as hereinafter provided. Notice of reference to arbitration shall be given in writing by one party to the other within twenty-one (21) days after the decision of the Management at Stage Three, or the decision of the Company or the Union in 6.08 preceding, was given or should have been given if none was given.

6.10 The time limits of proceeding to Stage Two, Stage Three and Arbitration above set forth, shall be observed or the grievance shall be deemed to have been abandoned.

6.11 Any and all time limits fixed by this Article for the taking of action by either party may at any time be extended by agreement in writing signed by a representative of the Company and a representative of the Union.

6.12 In the event that the designated member of Management at any stage is not available for any reason to deal with a grievance it shall be dealt with by another official of the Company who shall be designated and vested with equal authority by the Company for such purpose.

6.13 It is agreed that nothing in this Agreement shall be construed to prevent any employee from presenting any complaints or grievances directly to the Company, or to prevent the Company from making reasonable adjustments in respect to such complaints or grievances. The Company, however, undertakes that it will not attempt to settle any grievance directly with the employee involved if the grievance has already been filed with the Company, pursuant to the formal Grievance Procedure herein.

6.14 It is further agreed that any individual not availing himself of the Grievance Procedure herein provided and having elected to present his or her own case before the Company and not being satisfied with the Company decision then in such event the Grievance Committee shall not be obligated to reopen that grievance under the Grievance Procedure.

6.15 All times expended by a Steward and/or a Grievance Committee member during working hours in the execution of his or her duties under various stages of the Grievance Procedure shall be paid for by the Company at such employee's base rate of pay.

6.16 A Grievance Committee member who is investigating a complaint under the Grievance Procedure in any Department other than the one in which he or she is employed, or a Steward under similar circumstances within his or her zone, must first contact the Supervisor of the Department in which the investigation is to be made.

6.17 Saturdays, Sundays, Statutory Holidays, and Plant shutdowns, shall not be counted in determining the time within which any action is to be taken under this Article 6 and Article 7 hereafter.

ARTICLE 7

ARBITRATION

7.01 In any case in which a Board of Arbitration shall be required under this Agreement, the Board shall consist of three (3) members.

7.02 Within ten (10) days from the date of receipt of notice of Arbitration the Company and the Union shall each appoint an Arbitrator and the two so appointed shall

appoint the third Arbitrator but should they fail to agree within five (5) days upon the appointment of the third Arbitrator, the Minister of Labour shall be asked to appoint such third Arbitrator. In any case, the third Arbitrator shall be the Chairman of the Board.

7.03 Arbitrations shall be heard at the Company's Leaside Plant or at such other place as the parties shall mutually agree upon in writing, and the decision shall be made within twenty-one (21) days after the close of hearings.

7.04 It is agreed that any and all time limits fixed by this Article for the rendering of a decision by the Arbitrators may at any time be extended by agreement in writing signed by a representative of the Company and a representative of the Union.

7.05 In any Arbitration the written representations of the employee and the decision of the Company, or in the case of a difference directly between the Company and the Union, a written representation by the applicant for the Arbitration and the reply thereto by the other party shall be presented to the Arbitrators and the award of the Arbitrators shall be confined to determining the issues therein set out.

7.06 The findings of the majority of the Board of Arbitrators as to the facts and as to the interpretation or violation or non-violation of the provisions of this Agreement shall be conclusive and binding upon all parties concerned, but in no case shall the Arbitrators be authorized to alter, modify, or amend any part of this Agreement.

7.07 The Company and the Union shall respectively pay the expenses of the Arbitrators appointed by each; the expenses of the third Arbitrator shall be borne in equal shares by the Company and the Union.

7.08 No costs of Arbitration shall be awarded to or against any party.

7.09 Each party to an Arbitration shall be entitled to be represented by counsel or otherwise and to present evidence, to cross-examine the witnesses of the other party and to present argument orally and/or in writing. When written arguments are submitted each party may reply once to the argument of the other party. Where any written argument or brief is filed by a party with the Board of Arbitrators a copy shall at the same time be sent to the other party.

7.10 Witness fees and allowances shall be paid by the party calling the witnesses.

ARTICLE 8

NO CESSATION OF WORK

8.01 In view of the orderly procedure set out in the Agreement for settling differences respecting the interpretation, or alleged violation of the Agreement, the Union agrees that there shall be no strike, stoppage, slow-down or restriction of output by the employees during the life of this Agreement and that any or all employees taking part in or instigating any such strike, stoppage, slow-down or restriction of output shall be subject to discharge or other discipline by the Company.

8.02 On the other hand and for the same reason the Company agrees that there shall be no lockout during the life of this Agreement.

ARTICLE 9

SUSPENSION, DISCHARGE AND DISCIPLINE CASES

9.01 Employees are to be suspended or discharged

only for just cause. If a suspended or discharged employee believes that the suspension or discharge is in violation of the provisions of this Agreement, the matter may be presented in writing as a grievance under the Grievance Procedure at Stage Two within five (5) calendar days after such suspension or discharge and not otherwise. Notwithstanding anything to the contrary herein contained every grievance concerning a suspension or discharge shall be covered by this Article 9.

9.02 In the exercise of its rights to discharge for cause, the Company agrees that no employee shall be peremptorily discharged. In all instances in which the Company may conclude that an employee's conduct may justify discharge, the President or Chief Steward of the Union will be informed prior to such action being taken.

9.03 The Company, on reaching a decision will, at the time of suspension or discharge advise the Union President or Chief Steward of the reasons when an employee has been suspended or discharged.

9.04 An employee who has been given notice of discharge on the Company premises, will be permitted to meet a Steward in the Personnel Department prior to leaving the premises, unless the employee declines such a meeting. Those Management representatives concerned will be available to the Steward at that same time.

9.05 If it be finally decided that the suspension or discharge of any employee was in violation of the provisions of this Agreement, such employee shall be reinstated and shall receive wages for the time lost after such suspension or discharge, calculated at the rate of the employee's average weekly earnings during the pay period immediately preceding any such suspension or discharge, less amounts of Unemployment Insurance benefits, if any,

received by the employee, provided that the Company undertakes to refund the Unemployment Insurance Commission the amount of benefits received between the dates of discharge and reinstatement.

9.06 Upon such reinstatement there shall be deemed to have been no break in the employee's continuous service.

9.07 If it is agreed at any stage of the Grievance Procedure or decided by a Board of Arbitration that an employee has been discharged without just cause, the Company will reinstate him without loss of seniority and will reimburse him as outlined above or will apply any penalty agreed upon by the parties or decided by the Board of Arbitration.

9.08 If as a result of disciplinary measures, other than suspension or discharge, an employee suffers some loss in pay and if the employee believes such discipline was administered in violation of the provisions of this Agreement, the matter may be presented in writing as a grievance under the Grievance Procedure at Stage Two within five (5) calendar days after such discipline and not otherwise.

9.09 If it be finally decided that such discipline was imposed in violation of the provisions of this Agreement the disciplinary measure will be revoked and the loss of pay suffered made good to such employee.

9.10 After twelve (12) months, warning notices and suspensions will be automatically rescinded, provided no other warning notice has been issued for the same or a similar offence within that twelve (12) month period.

ARTICLE 10

SENIORITY

10.01 “Seniority” where used in this Agreement, shall mean the relative status of persons employed by the Company in accordance with the length of continuous (i.e. unbroken) service since the date of last hiring as shown by the Company’s records, subject to correction of errors and omissions; and for the purposes of this Agreement service shall not be deemed broken by a layoff unless and until seniority is lost as hereinafter provided.

10.02 An employee shall attain seniority status under this Agreement on completion of fifty (50) days worked with the Company and shall thereupon have his seniority dated from the beginning of the probationary period. Prior to the expiration of this probationary period, an employee shall be considered temporary. There shall be no responsibility on the part of the Company to re-employ temporary employees who are laid off or discharged. The discharge or laying off of a temporary employee shall not be made the subject of a grievance under this Agreement. However, when a temporary employee is discharged or laid off, the Local President or Chief Steward will be advised of the reason for the discharge or lay-off.

10.03 Seniority shall be lost if a person employed by the Company:

- i) quits; or
- ii) is discharged; or
- iii) is laid off by the Company for lack of work, for a period of more than six months in the case of an employee having attained seniority but having less than one year seniority; or for a period of more than twelve months in the case of an employee having one year or more but less than five years’ seniority; or for a period of

more than 24 months in the case of an employee having five years' or more but less than ten years' seniority; or for a period of more than thirty months in the case of an employee having ten or more years' seniority or

iv) is absent from work more than three consecutive working days without furnishing to the Company either by telephone or letter a satisfactory explanation for such absence, unless it can be established that he was prevented from notifying the Company for reasons beyond his control.

Lay-Offs and Recalls

10.04 In the event of lay-off due to lack of work, the Company agrees to give seven (7) days notice to the employee and the Union wherever possible.

10.05 In all cases of lay-off and/or recall (except lay-offs of not more than five (5) working days duration) seniority shall govern provided that the Company may give effect in what it considers proper cases to the requirements and efficiency of operations in determining which employees are to be retained or recalled.

10.06 The lay-off of not more than five (5) working days duration referred to above shall not apply for more than five (5) such days in any calendar month nor for more than a total of ten (10) working days in any one calendar year, per employee affected.

10.07 If additional employees are needed for work in any department, any laid-off employee possessing seniority status, capable of doing such work, shall be recalled in order of seniority, unless it seems probable that the laid-off employee will be recalled to his or her regular department within a week.

10.08 No employee possessing seniority shall be laid off until all temporary employees in the plant have been laid off, provided that the said employee possessing seniority is willing to be transferred under the conditions pertaining to the job and is capable of performing satisfactorily the work being done by the temporary employee.

10.09 When recalling a laid-off employee who retains his seniority the Company will notify such laid-off employee first by a telephone call to the employee's last known telephone number, then by registered mail stating the job available and the time of starting, which shall not be less than seven (7) days from the date of such mailing. The above notice will be sent to last address of such laid-off employee on record with the Company. Failure to notify the Company in writing within five (5) days following the mailing of such notice by the Company that such laid-off employee will report for work at the time specified or having so notified the Company failure to report at the time stated in the notice, shall constitute a break in service and his or her seniority shall consequently be lost.

10.10 However, if within the five days following the mailing of the recall notice an employee gives the Company an acceptable explanation for not being able to report on the date stated in the notice, a later date for reporting will be set which will be equally binding.

10.11 The Company shall notify the Union when an employee is to be recalled.

Transfers

10.12 Nothing in this Agreement shall be construed to preclude the Company from transferring any person who is not in the bargaining unit to a category within

the bargaining unit and the seniority of any such person shall be determined as follows:

(1) Should the employee be returned to the bargaining unit within one (1) year, he/she will be returned with full seniority credits.

(2) Should the employee be returned to the bargaining unit after an absence of at least one (1) year he/she shall be returned without seniority. However, the Company agrees that for the purpose of vacation and benefit credits, the employee in question will retain his service credits with the Company.

(3) Notwithstanding the above, an employee who left the bargaining unit prior to January 1, 1988 will return to the bargaining unit with seniority determined by combining his total prior service within the bargaining unit with one half (50%) of his/her continuous service at the Leaside Plant outside the bargaining unit, as shown by the Company records. In no case will the employee's seniority exceed twice his bargaining unit seniority.

10.13 When such a person had no prior service in the bargaining unit then his or her seniority in the department and in the Plant shall date from the date of transfer to the Bargaining Unit.

10.14 An employee being transferred to another department due to lay-off because of lack of work, when displacing a junior employee or filling a vacancy, with due regard to his or her seniority and ability will be given every possible consideration for remaining in or as close as possible to the same labour grade he or she had previously held.

Absence

10.15 The Company will grant leave of absence without pay to an employee for a reasonable time, for good cause, if he or she can be spared.

10.16 Employees requesting leave of absence without pay are to request such leave of absence 90 days before required, wherever possible. The Company will advise such employees within 60 days, if possible, whether such leave of absence will be approved.

10.17 Leave of absence application forms will be supplied by the Company.

10.18 The approving of such applications by the Company will be based on whether production, service and maintenance requirements can be met.

10.19 The Company will grant leave of absence without pay to attend Union conventions to not more than nine (9) hourly rated employees at any one time subject to the following conditions;

i) that the Union indicate convention dates and those employees designated to attend as early as possible, with at least three (3) week's written notice to the Company naming the hourly rated employee for whom leave is desired;

ii) that such leave granted will not exceed five (5) days for any one employee on any one occasion;

iii) that the total of such leaves granted to all employees will not exceed an accumulated total period of five (5) man-weeks during each contract year;

iv) that such hourly rated employees can be spared.

10.20 The Company will, on application from the Union, grant up to one (1) year's leave of absence without pay to not more than one employee at any one time for

full-time service with the Union. Termination of this Agreement will cancel such leave of absence.

10.21 Employees granted leave of absence under these provisions shall accumulate seniority during their absence.

10.22 An employee who is unable to report for work for any reason will notify the Company, if possible before the beginning of his shift.

10.23 Every permit for absence must be in writing and signed by an authorized Company official.

Special Training

10.24 It is agreed that the Company shall have the right from time to time, as the need arises, to designate in writing to the Union certain persons who are to be given special training or experience in preparing them or trying out their capabilities for other or broader assignments with the Company outside of this bargaining unit, or for future service other than with the Company. Such persons while so employed shall be considered outside of the bargaining unit. It is understood that any such designated person shall not replace or displace in any way, a member of the bargaining unit.

Seniority of Steward

10.25 A Union Steward while holding such office shall be deemed to have greater seniority in his department than other employees therein for purposes of lay-off.

ARTICLE 11

DEPARTMENTS AND SENIORITY LISTS

11.01 For the purpose of this Agreement the department shall be as set forth in Schedule "A" hereto or as may be determined by the Company from time to time.

11.02 Plant and department seniority lists of employees shall be prepared and maintained by the Company and shall be posted on the respective department Bulletin Boards. The lists shall be revised and brought up to date at least once during each six (6) month period and a copy of each list shall be given to the Union.

11.03 The Company will, in the first week of each month, provide the Union with a list showing those employees who have been hired, terminated, transferred or who have attained seniority in the month preceding.

ARTICLE 12

VACATIONS WITH PAY

12.01 Subject to the conditions set forth in Schedule "C" hereto, an employee when so qualified shall be entitled to an annual vacation with pay for the appropriate period therein provided. Such vacation will be paid or made available to the employee prior to the vacation period.

ARTICLE 13

HOURS OF WORK, OVERTIME & STATUTORY HOLIDAYS

13.01 There shall be a standard week as hereinafter provided for the purposes of calculating overtime. The Schedule of Hours attached hereto as Schedule "E" shall be maintained until further notice is given by the Company to the Union and posted on the Bulletin Boards in the Plant.

13.02 The normal hours of work shall be 40 hours per week, 8 hours per day, Monday to Friday inclusive, beginning Sunday midnight.

13.03 The working day, including Statutory Holidays, shall be the calendar day, i.e. from 12:00 o'clock mid-

night to the next following 12:00 o'clock midnight.

13.04 The Company does not guarantee to provide work for any employee nor to maintain the working week or working hours herein agreed upon, subject however, that if the necessity arises of reducing the scheduled hours of work below a forty (40) hour week the Union shall be consulted prior to affecting such change.

13.05 "Overtime" shall mean time worked in the periods shown below and shall be paid for as shown.

13.06 An employee will be paid one and one-half (1½) times his regular hourly rate for:

i) Time worked in excess of eight (8) hours, at the request of the Company, during the period of twenty-four hours from and after commencement of employee's regular shift.

ii) Time worked in the period between 12:00 midnight Friday and 12:00 midnight of the immediately following Saturday.

13.07 An employee will be paid two (2) times his regular hourly rate for:

i) Time worked in excess of twelve (12) hours in any 24 hour period.

ii) Time worked on Sunday, unless this is part of a regularly scheduled shift.

iii) Time worked on Sunday by an employee who works on a seven (7) day continuous shift arrangement provided the employee has worked 40 hours in the preceding work week.

iv) Time worked on any day on which a Statutory Holiday listed in 13.12 hereof is observed, in addition to his holiday pay.

v) Time worked in excess of eight (8) consecutive hours on Saturday.

13.08 In computing overtime pay under the provisions listed above, no time shall be taken into account more than once.

13.09 Where overtime is necessary the Company will make every effort to see that such overtime is distributed on a fair and equitable basis among employees performing a similar class of work.

13.10 Notice of overtime will be given as far in advance as possible.

13.11 When an employee does not work on a shift because of observance of one of the Statutory Holidays listed in 13.12 hereof, the number of hours, up to but not exceeding eight (8) such an employee would ordinarily have worked on such shift shall nevertheless be treated as time worked solely for the purposes of calculating overtime.

13.12 An employee shall be paid for the day officially proclaimed for observance of each of the following nine (9) Statutory Holidays:

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

at the employee's base rate of pay for normal number of hours such employee would have worked on such day but for it being a holiday, provided that such employee works his or her regular shift on the working day which immediately precedes and the working day which immediately succeeds such day of official observance.

13.13 However, payment for such holiday will nevertheless be made if:

i) The employee was absent from shift either the working day before or the working day after (but not both days) such holiday due to verified illness, death in the immediate family, jury duty or with Company permission.

ii) The employee has been laid off for lack of work within the three working days immediately preceding such holiday.

iii) The employee works at least six hours of the shift preceding and succeeding such holiday, provided that an employee is not permitted to leave the plant prior to the regular quitting time without permission of the Company.

13.14 In addition to the nine (9) Statutory Holidays listed in 13.12, three (3) further floating holidays will be observed in each calendar year which will be selected by the Company and normally related to a weekend. If, during the life of this Agreement, the Provincial or Federal government declares any day other than those listed in 13.12 as an additional Statutory Holiday, such declared holiday shall replace a floating holiday described above so as to provide for a total of not more than twelve (12) paid holidays in the calendar year.

13.15 Employees who work on a seven (7) day continuous shift arrangement will be paid for such holiday even though it falls on a day which is not a normal work day for such employees provided it be observed on any day Monday to Friday inclusive and provided the conditions outlined in 13.13 above have been fulfilled.

13.16 When a Statutory Holiday falls on a Saturday it is to be observed on the Friday preceding; if it falls on a Sunday, it is to be observed on the Monday following; unless by mutual agreement the parties agree to

observe such holiday on a day other than Friday or Monday.

Definition of Shifts

13.17 The word "shift" in this Agreement shall mean the regular working hours normally required to be worked by an employee in any one day.

13.18 An employee working two hours or more beyond his regular quitting time, unless he is notified of such overtime at least on the previous working day, will be provided with a meal allowance of \$4.00.

ARTICLE 14

WAGES

14.01 The "Schedule of Job Classifications and Wage Rate Ranges" (herein referred to as the "Wage Schedule" and attached hereto as Schedule "D") shall be in effect from the 24th of September 1991, during the first year of this Agreement; from the 25th of September 1992, during the second year of this Agreement, and from the 24th of September, 1993, during the remainder of the life of this Agreement, subject at all times to additions to classifications by the Company from time to time in order to provide for changes in methods of the Company's operations or for new jobs. Such additions to existing classifications or new jobs will be discussed in advance with the Union and may be the subject of a grievance.

14.02 It is agreed that the Wage Incentive Plan in use by the Company at the time of the signing of this Agreement shall continue in effect during the life of this Agreement and that the Company may extend the Wage Incentive Plan to other operations and jobs to which it has

not been applied, including new operations and jobs which may hereafter be added. The Company agrees to discuss with the Union any reasonable aspect of the Wage Incentive Plan aforesaid on which the union may require additional information. It is also agreed that any dispute relating to or arising from alleged incorrect applications of the principles of this plan may be subject to a grievance.

14.03 Except when due to circumstances over which the Company has no control and subject to the terms and conditions of this Agreement, an employee upon reporting for work at the regular starting time of his or her shift when no work is available will be credited four (4) hours' pay at his or her basic rate of pay unless he or she has been notified by the Company not to report for work, it being understood that if such employee's regular work is not available such employee will perform any reasonable alternative work as requested by the Company. Only time actually worked will be considered in calculating overtime premiums under Article 13.

14.04 Employees called in for emergency work shall be guaranteed four (4) hours' work, or at the Company's option shall be allowed a minimum of four (4) hours' pay at such employee's basic rate. Only time actually worked will be considered in calculating overtime premiums under Article 13.

14.05 Effective November 20th, 1991 a premium of 52 cents per hour will be allowed to an employee while working on the 12-8 shift. Effective November 20th, 1991 a premium of 42 cents per hour will be allowed to an employee while working on the 4-12 shift but in neither case shall the premium be considered as part of the employee's base rate.

14.06 Employees shall be allowed a thirty (30) minute lunch period without deduction for such time lost provided he or she works six (6) hours of the shift.

14.07 When an employee is transferred from his or her regular job to other work except when such transfer is made at the request of such employee, the following conditions shall apply;

i) When the transfer is made from a job to which the Wage Incentive Plan has been applied to a job which is not under such plan, the employee will be guaranteed a rate equivalent to one hundred percent (100%) of his or her average hourly earnings exclusive of shift bonus and overtime premiums on the last completed pay period prior to the time of transfer for a maximum of four (4) weeks while working on the new job.

ii) When the transfer is made to a job to which the Wage Incentive Plan has been applied from a job which is not under such plan, the employee will be guaranteed earnings equivalent to his or her basic hourly rate in effect at the time of transfer, for a maximum of four (4) weeks while working on the new job.

iii) When the transfer is made from a job to which the Wage Incentive Plan has not been applied to another job not under such plan, the employee will be guaranteed his or her basic hourly rate in effect at the time of the transfer, for a maximum of four (4) weeks while working on the new job.

iv) When the transfer is made from a job to which the Wage Incentive Plan has been applied to another job under such plan, the employee will be guaranteed earnings equivalent to one hundred percent (100%) of his or her average hourly earnings exclusive of shift bonus and overtime premiums on the last completed pay period prior

to the time of transfer, for a maximum of four (4) weeks while working on the new job.

14.08 Notwithstanding anything to the contrary herein contained, when an employee is transferred to another job because of lack of work or at his or her own request, then commencing with the start of the next pay period following the date of transfer such employee will be paid a rate applicable to the job to which he or she is transferred in accordance with the said wage schedule.

14.09 Cost of Living Allowance
The Consumer Price Index (1971=100) for September 1992 shall be compared to that for September 1991. Any percentage increase in excess of 6% , should there be one, shall be calculated in the same amount as percentage of the average of the Labour Grades as established September 24th, 1991. (\$16.74).

The resulting cents per hour shall be implemented as a Cost of Living Allowance beginning with the pay period commencing 26th October 1992.

The Consumer Price Index (1971= 100) for September 1993 shall be compared to that for September 1992. Any percentage increase in excess of 6%, should there be one, shall be calculated in the same amount as percentage of the average of the Labour Grades as established September 24th, 1991. (\$16.74).

The resulting cents per hour shall be implemented as a Cost of Living Allowance beginning with the pay period commencing 25th October 1993.

The cost of living allowance is capped at a maximum payment of .30 cents per hour.

Such Cost of Living Allowance will be an "add-on", paid only on actual hours worked. It will not be part of the basic hourly rate and shall not therefore be included

in the calculation of overtime, incentive pay or statutory holiday pay.

ARTICLE 15

BEREAVEMENT PAY

15.01 Subject to the following regulations the Company will make payment of wages to an employee who is absent solely due to a death in his immediate family.

15.02 Such employee must have attained seniority status as defined in Article 10.02.

Such employee except for the death and funeral would otherwise be at work.

15.03 Members of the employee's immediate family are defined for the purposes of this Agreement as spouse, son, daughter, father, mother, sister, brother, mother-in-law, father-in-law, son-in-law and daughter-in-law.

15.04 An employee will receive payment for time lost from his regularly scheduled hours on the following basis:

i) Payment will be made on the basis of the employee's hourly wage rate for the employee's regularly scheduled shift up to 8 hours per day, exclusive of overtime and other forms of premium pay, for up to three days' absence;

ii) The time to be paid for may be any three consecutive working days from the day of death through the day after the funeral, inclusive;

iii) In the event of the death of a grandparent, grandchild, brother-in-law or sister-in-law, an employee will be allowed, for the purposes of attending the funeral, one day's paid absence from work.

15.05 When requested by the Company, the employee will furnish satisfactory proof of death of the member of his immediate family.

15.06 An employee will not be eligible to receive payments under this Agreement for any period in which he is receiving other payments in the form of vacation pay, specified holiday pay, disability benefit or Workers' Compensation.

15.07 No extra pay allowance will be granted for multiple or simultaneous deaths occurring within any three day period.

15.08 No pay allowance will be granted in deaths where the funeral of the deceased is not attended. However, if because of the distance involved, when no leave of absence is requested, the employee does not attend the funeral, then one day's paid absence from work will be granted on the day of the funeral. Every attempt will be made to grant a leave of absence requested when distance is a factor.

ARTICLE 16

JURY DUTY

16.01 An employee who is called for jury duty or subpoenaed as a witness will receive for each day of absence from work resulting, the difference between pay lost, computed at 8 times the employee's regular hourly rate, and the amount of jury or witness fee received, provided that the employee furnishes the Company with a certificate of service, showing attendance and the amount of jury or witness fee to be received. An employee so called must notify the Company as soon as he receives his notice to serve or appear.

ARTICLE 17

SAFETY

17.01 Periodically, but not less than once a month, a department steward and a department supervisor or foreman will conduct a safety inspection of the department and will make a joint report to the Safety Coordinator, and the joint Health and Safety Committee. Such safety inspections shall be conducted on the day shift unless otherwise mutually arranged. The department supervisor will initiate the safety inspection no later than the 20th of each month.

17.02 A Safety Committee consisting of four (4) members designated by the Union and four (4) members designated by the Company, shall meet once each month during working hours to discuss matters pertaining to the safety and industrial health of employees and to make appropriate reports to Management.

17.03 The Safety Committee shall function in accordance with the Occupational Health and Safety Act 1978, of the Province of Ontario. All other matters regarding the reporting of alleged unsafe working conditions and the investigation of such complaints by the designated representatives from the Company and the Union and/or the Ministry of Labour inspector or engineer, shall be governed by compliance with the appropriate section of the Act which applies.

17.04 An employee who has made an allegation of unsafe working conditions shall be given any available alternative work which he or she must perform, without any reduction in basic hourly rate, pending the resolution of the complaint.

17.05 Effective November 20th, 1991 the Company contribution towards the cost of Safety Shoes purchased by an employee for his personal use will be \$50.00 per pair.

ARTICLE 18

JOB POSTING

18.01 When either a vacancy occurs or a new position is created within the bargaining unit, the following procedure will apply:

18.02 The vacancy and the job opening created by filling the vacancy only, will be posted concurrently in the Department and on all plant Bulletin Boards for a period of 3 working days in each case. The third vacancy will also be posted if the job opening is a position in labour grade five (5) or above.

18.03 Applications for either job should be made by employees in the department concerned directly to the Department Supervisor. Once an application has been submitted it can not be withdrawn.

18.04 In selecting employees for jobs which are so posted, the Company shall consider the following two factors in determining which employee is to be awarded the posted job:

- i) the seniority of each employee concerned;
- ii) the requirements and efficiency of operations and the skill and ability of the employee to do the job.

For job classification in labour grades 1 through 4 factor (i) will be the determining factor providing the applicant is medically capable of performing the job. For all other classifications when in the judgement of the Company, which shall not be exercised in an arbitrary

or discriminatory manner, factor (ii) is to all intents and purposes equal as between two or more employees, seniority shall govern.

18.05 When an employee exercising his seniority rights on lay-off displaces a junior employee, the job which the senior employee takes over shall not be considered a vacancy within the meaning of this Job Posting article.

18.06 In order to ensure continuity of production, it may be necessary at times to delay the transfer of an employee awarded a job posting for the purpose of training their replacement and the vacancy to which he/she will be transferred can be manned temporarily for the same period of time. Such delay, from the date the posting was granted, will in no case exceed the training period for his replacement.

18.07 The Company reserves the right to fill a vacancy temporarily (for not more than 20 days) pending the selection of an employee to fill the vacancy on a permanent basis.

18.08 Once an employee has been awarded a position through the job posting provisions, he/she will not be permitted to make another application under the job posting provisions for a period of twelve (12) months from the time he/she is awarded the position.

18.09 Request for Transfer file will be maintained in the Personnel Department for employees seeking consideration for jobs.

18.10 It is understood these job posting provisions apply only to job vacancies within the bargaining unit and applications can be submitted only by employees who have attained seniority.

18.11 If the job vacancies cannot be filled under the provisions noted above, the Company reserves the right to fill a vacancy from any other source.

18.12 Technological Change

For the purpose of this agreement, “technological change” shall mean the introduction of new equipment, the automation of equipment, the mechanization or automation of operations, or the replacement of equipment or machinery, which may result in the displacement of an employee from his regular job.

The displacement of an employee from his regular job will not be considered to have resulted from a technological change if such displacement is caused by depressed business conditions, shortage of raw materials, fault of the employee, strike, slowdown, breakdown, sabotage or an Act of God.

(a) Prior Notice

The Company shall notify the Union in writing as far in advance as possible but within a minimum of thirty (30) days of the proposed technological change and the notice shall indicate:

1. the nature of the change;
2. the date on which the change could take effect;
3. the number of employees who could be affected; and
4. the probable effects of the technological change on the employees concerned.

(b) Company-Union Meetings

Company and Union representatives will meet, at the request of either party, to discuss the probable effects of the technological change on the employees involved and to review the specific applications of the provision.

(c) To be eligible for consideration under this technological change programme, an employee must:

- i) have two (2) years or more of service,
- ii) be permanently displaced from his regular job due to a technological change which directly caused his displacement.

(d) All reasonable efforts shall be made to train eligible employees for positions which are created as a result of technological change. Opportunities for training to newly created positions shall be offered to eligible employees on the basis of seniority. If any vacancies remain after the application of this procedure then Article 18 (Job Posting) shall apply. During such training period, an employee shall be paid in accordance with the Wage Progression Plan. The duration of the training period shall be determined by multiplying one week by the number of the labour grade of the new job. If, at the conclusion of the training period an employee is unable to demonstrate sufficient skill and ability to meet the normal requirements of the job, he or she will be laid off according to the terms of the Collective Agreement.

(e) Nothing in this clause shall be construed to mean that the Company has an obligation to train employees for jobs which do not exist or to maintain employees on its payroll beyond those actually required to perform available work.

ARTICLE 19

BULLETIN BOARDS

19.01 There shall be no distribution of Union literature on Company premises. The Company will provide twelve (12) bulletin boards for Union notices. Notices which the Union wishes to have posted on these

bulletin boards shall be submitted to the Company for approval and posting.

ARTICLE 20

NOTICES

20.01 Any notice in writing which either party desires to give to the other shall be given by registered mail, postage prepaid, addressed as follows:

To the Company: Alcatel Canada Wire Inc.
22 Commercial Road
Toronto, Ontario
M4G 3W1

To the Union: United Electrical, Radio &
Machine Workers of Canada,
UE Local 521
8 Brentcliffe Road
Toronto, Ontario
M4G 3Y2

20.02 Any notice so mailed shall be deemed given as of the next business day after date of mailing. The registration receipt shall establish the date of mailing.

20.03 Either party may change its address for service of notices at any time by notice as above mentioned.

ARTICLE 21

SCHEDULES

21.01 Attached to and forming part of this Agreement are the following schedules:

- “ A ” — Plant Departments
- “B” — Number and distribution of Stewards and Steward Zones
- “C” — Vacation Conditions



- “D” — Job Classification and Wage Rate Ranges
- “E” — Hours of Work
Health and Welfare Plan (Summary)
Pension Plan (Non-Contributory)

ARTICLE 22

TERMINATION

22.01 This Agreement shall become effective as of September 24th, 1991 and shall terminate at the expiration of three (3) years thereafter provided that either party may, on ten (10) days clear notice, require the other party to enter into negotiations for the renewal of the Agreement within the period of ninety (90) days prior to the expiry date.

ALCATEL CANADA WIRE INC.

B. Francis

M. Draganjac

S. Sottile

E. Kunz

L. Cardinal

B. MacKenzie

UNITED ELECTRICAL, RADIO &
MACHINE WORKERS OF CANADA
& LOCAL 521 (UE)

A. Peters

K. Corrigan

J. Kane

D. Kivell

A. Kentros

R. Henderson

J. Raimondo

F. Piserchia

Signed on behalf of U.E.R. & M.W.C.

SCHEDULE "A"

A Schedule Showing Plant Departments

DEPARTMENTS

Accessories	Armoured Cable
Conductors	High Voltage
Inspection	Production Services
Maintenance	Quality Control Test
Shielded Power	

This Schedule is subject to change from time to time by the Company to suit the requirements of its operation. Notice of any change will be promptly given to the Union.

SCHEDULE "B"

Number and Distribution of Stewards and Steward Zones

The number of Stewards in the aggregate at any time and their distribution throughout the plant by geographical zones shall be maintained during the life of this Agreement in accordance with the list of Stewards established as of May 1979.

A copy of this list is on file with each party to this agreement.

SCHEDULE "C"

Conditions Under Which Employees May Be Granted Vacations With Pay

Employees who are on the payroll of the Company at June 30th of any calendar year shall receive vacation with pay subject to the following conditions:

a) Two weeks after one year of continuous service completed by June 30th;

- b)** Three weeks after four (4) years' continuous service completed or to be completed in any calendar year;
- c)** Four weeks after twelve (12) years' continuous service completed or to be completed in any calendar year;
- d)** Five weeks after twenty (20) years' continuous service completed or to be completed in any calendar year;
- e)** For each week of such vacation an employee will receive a Vacation Allowance of two percent of the wages paid by the Company to such employee in the twelve month period ending with the first pay period ending in June of the calendar year, excluding any Worker's Compensation benefits;
- f)** Employees who have completed one year's continuous service by June 30th of any calendar year but who have been absent from work for a period in excess of two weeks but less than eight months during the year ending June 30th, on verified Weekly Indemnity claim or Worker's Compensation benefit, will receive as a minimum weekly vacation allowance an amount equal to 40 hours at the employee's base rate of pay;
- g)** Employees with less than twelve months continuous service as of June 30th will be granted a Vacation Allowance of four percent of the employee's earnings to the end of the first pay period ending in June of the calendar year;
- h)** Vacations will be scheduled to conform to the requirements of the business and shall be taken at such time as the Company may determine. However, every effort will be made to schedule vacations at the time requested by employees;
- i)** Vacations must be taken during the year in which they are earned;
- j)** If one of the statutory holidays listed in 13.12 or 13.14

of the Agreement occurs during the period of a vacation granted hereunder, the employee concerned shall receive in lieu of payment for the statutory holiday, one additional day of paid vacation, payment for such day to be computed on the basis of the number of hours he or she ordinarily works per shift multiplied by his or her hourly rate of pay. This additional day is to be taken as part of the regular vacation.

SCHEDULE "D"

Schedule of Job Classification and Wage Rate Ranges for all Employees covered by this Agreement.

**GENERAL LABOUR GRADES
JOB RATE**

Labour Grade	Sept.23/91	Sept.21/92	Sept.20/93
1	14.76	15.35	15.96
2	14.98	15.58	16.20
3	15.14	15.75	16.38
4	15.65	16.28	16.93
5	16.22	16.87	17.54
6	16.48	17.14	17.83
7	16.84	17.51	18.21

**PRODUCTION GROUP LEADERS PAID
AN ADDITIONAL \$0.25 (ABOVE THE HIGHEST
LABOUR GRADE THEY LEAD) UPON JOB AWARD
AND AN ADDITIONAL \$0.80 UPON COMPLETION
OF TRAINING — TRAINING PERIOD
NOT TO EXCEED 6 MONTHS.**

TRADES LABOUR GRADES

Labour Grade	Sept. 23/91	Sept. 21/92	Sept. 20/93
T 1	17.93	18.65	19.40
T 2	18.21	18.94	19.70
T 3	21.18	22.03	22.91

GROUP LEADERS PAID AN ADDITIONAL \$0.25 UPON JOB AWARD AND AN ADDITIONAL \$0.80 UPON COMPLETION OF TRAINING — TRAINING PERIOD NOT TO EXCEED 6 MONTHS.

REHABILITATION RATES

14.39	14.97	15.57
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WAGE PROGRESSION

(a) The starting rate for an employee will normally be 15 cents below the job rate for his classification as shown in the applicable labour grade.

The employee's hourly rate will be increased by 5 cents per hour on the completion of the first 50 days worked after his starting date, then 5 cents per hour on the completion of each 40 days worked thereafter, until the job rate of his classification is reached. A tradesman will normally start 20 cents below the job rate of his classification and his hourly rate will increase by 10 cents per hour on the completion of each 50 days worked thereafter until the job rate of his classification is reached. Increases will be effective on the first day of the pay period following or coinciding with the completion of each required period of days worked.

(b) An employee promoted to a job classification in a higher labour grade will be paid as follows:

1. If his hourly rate prior to promotion is below the starting rate for his new labour grade as established in paragraph 1 of (a) above, then it will be increased to that level and normal progression will follow as outlined in (a).

2. If his hourly rate prior to promotion equals or exceeds the established starting rate for his new labour grade, then his rate will be increased to the rate level in his new labour grade progression immediately above his present rate and again normal progression as outlined in (a) will follow.

(c) An employee transferred to a job classification in a lower labour grade due to demotion, lay-off due to lack of work, or at his or her own request, will be paid on the following basis.

1. If the employee concerned had worked in the lower labour grade classification previously or on work in the same labour grade of comparable nature and had attained the job rate for that classification when so employed, then his rate on transfer shall be the job rate of his new classification.

2. If the employee concerned has had no previous or comparable experience in the lower labour grade classification, then he will be paid a rate 5 cents per hour below the job rate for the lower grade classification into which he is transferred and will achieve job rate for that classification upon the completion of 40 days worked following the date of transfer.

(d) It is understood that an employee starting in the classification of Inspector B will be upgraded to the classification of Inspector A when he produces the normal quantity and quality for his entry classification as determined by his Supervisor.

(e) Nothing contained herein shall restrict the right of the Company to set the wage rate of any employee at any time at a higher level within the progression scale for his labour grade.

ACCESSORIES DEPARTMENT

LABOUR GRADE	JOB CLASS	23/9/91	21/9/92	20/9/93
4	001 Receiver/Stockkeeper	15.50-15.65	16.13-16.28	16.78-16.93
5	002 Assembler/Cable Accessor	16.07-16.22	16.72-16.87	17.39-17.54

CONDUCTORS DEPARTMENT

2	101 Helpers	14.83-14.98	15.43-15.58	16.05-16.20
4	102 Tinning	15.50-15.65	16.13-16.28	16.78-16.93
4	103 Checker/Router	”	”	”
4	104 Annealer	”	”	”
4	105 Stranding, (0777,0778,5530,0770) & Cooks Bunchers	”	”	”
5	106 Utilityman, Liquor	16.07-16.22	16.72-16.87	17.39-17.54
5	107 Electro Tin	16.07-16.22	16.72-16.87	17.39-17.54
6	108 Heavy Wire Drawing	16.33-16.48	16.99-17.14	17.68-17.83
5	109 Aluminum Drawing	16.07-16.22	16.72-16.87	17.39-17.54
5	110 Stranding, (0776R/3090/ 8690/0900/8150)	16.07-16.22	16.72-16.87	17.39-17.54

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5	111	Trolrod Operator	”	”	”
5	112	Die Room	”	”	”
7	113	Stranding (0776F, New Watson)	16.69-16.84	17.36-17.51	18.06-18.21
7	114	Utility Operator	”	”	”
-	115	Group Leader			
4	116	Strand Block Operator	15.50-15.65	16.13-16.28	16.78-16.93

MAINTENANCE DEPARTMENT

44	LABOUR GRADE	JOB CLASS	23/9/91	21/9/92	20/9/93
	2	425 Custodians	14.83-14.98	15.43-15.58	16.05-16.20
	2	426 Handling/Cleaning Reels and Machinery (Including Steam Jenny)	14.83-14.98	15.43-15.58	16.05.16.20
		427 Group Leader — Custodians	15.75-15.90	16.38-16.53	17.03-17.18
	5	401 Stock Clerk/Driver	16.07-16.22	16.72-16.87	17.39-17.54
	4	402 Oiler	15.50-15.65	16.13-16.28	16.78-16.93
	T1	403 Maintenance Utilityman	17.73-17.93	18.45-18.65	19.20-19.40
	T1	409 HVAC Mechanic — 4th Class	17.73-17.93	18.45-18.65	19.20-19.40
	T2	410 HVAC Mechanic — 3rd Class	18.01-18.21	18.74-18.94	19.50-19.70

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T3	411	Industrial Mechanic/Millwright	20.98-21.18	21.83-22.03	22.71-22.91
T3	413	Machinist	20.98-21.18	21.83-22.03	22.71-22.91
T3	415	Welder/Millright	"	"	"
T3	416	Electrician	"	"	"
T3	417	Motor Mechanic	"	"	"
T3	418	Plumber/Steamfitter	"	"	"
T3	419	HVAC Mechanic — 2nd Class Equiv.	"	"	"
-	420	Group Leader — Electrician			
-	421	Group Leader — Motor Mechanic			
	422	Group Leader — Plumber/Steamfitter			
	423	Group Leader — Industrial Mechanic/Millwright			
	424	Group Leader — Machinist			

ARMoured CABLE PLANT

LABOUR GRADE	JOB CLASS	23/9/91	21/9/92	20/9/93
3	501 Print Line	14.99-15.14	15.60-15.75	16.23-16.38
3	502 Extruder Helper	"	"	"

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4	505	Granulator	15.50-15.65	16.13-16.28	16.78-16.93
4	506	Rewind and Repair	"	"	"
5	507	Extruder Operator, (1703-5/4800/5640)	16.07-16.22	16.72-16.87	17.39-17.54
5	508	Teck Armouring Operator	"	"	"
5	509	Die Repair	"	"	"
6	510	Extruder Operator, (1706/2760/4100/6750)	16.33-16.48	16.99-17.14	17.68-17.83
6	511	Utility Man/Operator	"	"	"
	512	Set-up, Teck Armouring Operator			
	513	Group Leader — Extrusion			
5	514	Weld Line Operator	16.07-16.22	16.72-16.87	17.39-17.54

HIGH VOLTAGE DEPARTMENT

LABOUR GRADE	JOB CLASS	23/9/91	21/9/92	20/9/93
3	601 General Helper	14.99-15.14	15.60-15.75	16.23-16.38
4	604 Crane Operator	15.50-15.65	16.13-16.28	16.78-16.93
4	605 Rewind and Repair — 1335	"	"	"

4	606 Router/Shipper	''	''	''
5	607 Paper Dryer/Slitter	16.07-16.22	16.72-16.87	17.39-17.54
6	608 Lead Press Setter Operator	16.33-16.48	16.99-17.14	17.68-17.83
5	609 Cabling Machine Operator	16.07-16.22	16.72-16.87	17.39-17.54
5	611 Armour & Sandwich Machine Operator	''	''	''
5	612 Hot Room Operator	''	''	''
5	613 Taping Machine Operator	''	''	''
6	615 Paper Insulating, 4120	16.33-16.48	16.99-17.14	17.68-17.83
7	616 Utility Man	16.69-16.84	17.36-17.51	18.06-18.21
7	617 Aluminum Press Operator	''	''	''
7	619 High Voltage Production Services/Utility	''	''	''
7+	620 Lead Press Co-ordinator/Operator	6.94-17.09	17.61-17.76	18.31-18.46
	621 Aluminum Press Co-ordinator			
	618 Group Leader			
	622 MDCV Cable Maker			

PRODUCTION SERVICES DEPARTMENT

LABOUR GRADE	JOB CLASS	23/9/91	21/9/92	20/9/93
4	704 Material Handlers Central Stores	15.50-15.65	16.13-16.28	16.78-16.93
4	705 Material Handler	"	"	"
4	706 Fork Lift Driver	"	"	"
5	707 Shipper	16.07-16.22	16.72-16.87	17.39-17.54
5	708 Receiver	"	"	"
5	709 Utility Man	"	"	"
	711 Group Leader — Salvage			
	712 Group Leader — Shipping			
	713 Group Leader — Reel Repair			

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SHIELDED POWER PLANT

LABOUR GRADE	JOB CLASS	23/9/91	21/9/92	20/9/93
2	802 Rewind (6154)	14.83-14.98	15.43-15.58	16.05-16.20
5	807 Strander Operator (0771,0804)	16.07-16.22	16.72-16.87	17.39-17.54
	809 Group Leader — Cabling/Rewind			

4	803	Rewind and Repair	15.50-15.65	16.13-16.28	16.78-16.93
4	804	Clean Room Operator	„	„	„
5	805	Material Expeditor	16.07-16.22	16.72-16.87	17.39-17.54
5	806	Tooling and Maintenance	„	„	„
7	808	Multiple C.V. Operator	16.69-16.84	17.36-17.51	18.06-18.21
	810	Group Leader — C.V. Lines			
5	811	Parallel Rewind/Taper	16.07-16.22	16.72-16.87	17.39-17.54

QUALITY CONTROL TEST AND INSPECTION DEPARTMENT

49	LABOUR	JOB			
	GRADE	CLASS	23/9/91	21/9/92	20/9/93
	4	901 Test Floor Man & Shipper	15.50-15.65	16.13-16.28	16.78-16.93
	4	902 Test Floor Helper	„	„	„
	4	903 Inspector “B”	„	„	„
	5	904 Test Floor — Jr. Wiper	16.07-16.22	16.72-16.87	17.39-17.54
	6	905 Test Floor — Sr. Wiper	16.33-16.48	16.99-17.14	17.68-17.83
	7	906 Inspector “A”	16.69-16.84	17.36-17.51	18.06-18.21
		907 Group Leader			

APPRENTICE RATE PROGRESSION

50	Machinist Industrial Mechanic/ Millwright (8000 hours required)	23/9/91	21/9/92	20/9/93
	1st 1600 hour period	15.55	16.17	16.83
	2nd 1600 hour period	15.71	16.34	16.99
	3rd 1600 hour period	15.85	16.48	17.14
	4th 1600 hour period	16.22	16.87	17.54
	5th 1600 hour period	17.93	18.65	19.40
	Electrician, Plumber/Steamfitter (9000 hours required)			
	1st 1800 hour period	15.55	16.17	16.82
	2nd 1800 hour period	15.71	16.34	16.99
	3rd 1800 hour period	15.82	16.48	17.14
	4th 1800 hour period	16.22	16.87	17.54
	5th 1800 hour period	17.93	18.65	19.40

SCHEDULE “E”

The following five shift arrangements will be in effect throughout the contract period.

Type of Shift	Shift No.1	Shift No.2 — Day Shift		Shift No.3 — Afternoon Shift		Shift No.4 — Night Shift	
		Week Day Shift Hours start	Week Day Shift Hours Finish	Saturday Shift Hours Start	Saturday Shift Hours Finish	Sunday Shift Hours Start	Sunday Shift Hours Finish
3 Shifts Rotating	1	12 p.m.	8 a.m.				
	2	8 a.m.	4 p.m.				
	3	4 p.m.	12 p.m.				
2 Shifts	2	8 a.m.	4 p.m.				
	3	4 p.m.	12 p.m.				
4 groups will work progressively over 3 shifts as shown	3 Shifts	1	12 p.m.	8 a.m.	12 p.m.	8 a.m.	12 p.m.
	4 group	2	8 a.m.	4 p.m.	8 a.m.	4 p.m.	8 a.m.
	Progressive arrangement	3	4 p.m.	12 p.m.	4 p.m.	12 p.m.	4 p.m.
Relief arranged for 7 day operations	3 Shifts	1	12 p.m.	8 a.m.	12 p.m.	8 a.m.	12 p.m.
	6 day	2	8 a.m.	4 p.m.	8 a.m.	4 p.m.	8 a.m.
	arrangement	3	4 p.m.	12 p.m.	4 p.m.	12 p.m.	4 p.m.

Other shifts not conforming to above will be set up as required.

NOTE: Each Shift in the above schedule includes a thirty-minute lunch period allowed to the employees plus 5 minute wash-up.

Health and Welfare Plan

This Plan, while not being a part of the Collective Agreement, is nevertheless subject to discussion between the parties from time to time.

With the exception of the Dental Plan as shown below the cost of the Plan is borne by the Company.

Dental Plan:

Employee — 25%

Company — 75% plus cost of administration

Dental Plan

A basic, preventative plan became effective November 1st, 1979 and employees are eligible to enrol on the completion of three (3) months' continuous active service with the Company. Effective December 1, 1991 payments will be based on the 1990 ODA Schedule of Fees; effective October 1, 1992 the 1991 ODA Schedule of Fees; and effective October 1, 1993 the 1992 ODA Schedule of Fees.

Weekly Indemnity Benefit

Effective December 1, 1991 an employee totally disabled as a result of sickness or accident of a non-occupational nature and under the care of a licensed physician is eligible for weekly indemnity benefit of \$325 per week (\$335 effective October 1, 1992; \$350 effective October 1, 1993).

Accident benefit commences on the first day of absence from work.

Sickness benefit commences on the first day of hospitalization or out patient care or the fourth day of absence from work.

Maximum period of payment: 39 weeks.

The above two plans automatically become effective after three (3) months' continuous active service with the Company.

Health and Hospital Care

The Ontario Health Insurance Plan for employees and their eligible dependents provides coverage for basic Surgical — Medical — Diagnostic benefits, basic ward hospital accommodation, and is a condition of employment subject to provincial legislation. Additional semi-private hospital accommodation and major medical benefits are provided as a supplementary benefit.

The supplementary benefits become effective on the first day following the completion of one (1) month's service and employees are expected to enrol for this coverage at time of hiring.

More detailed information on all the above benefits is contained in the booklet which is given each employee and questions of interpretation or policy should be brought to the Personnel Department.

Group Life Insurance

Effective December 1, 1991, coverage provided is \$22,000 plus Accidental Death and Dismemberment coverage of \$22,000. This Plan features a total disability clause and conversion privileges without medical examination of those who leave the Company's employ. (Effective October 1, 1992 Group Life Insurance coverage is \$23,000 and Accidental Death and Dismemberment coverage is \$23,000; Effective October 1, 1993 Group Life Insurance coverage is \$24,000 and Accidental Death and Dismemberment coverage is \$24,000).

Health and Welfare Premiums

The Company will pay the full cost of Health and Insurance coverage for an employee who has attained seniority who is absent in excess of the (10) consecutive working days on verified Weekly Indemnity claim or Worker's Compensation benefit, for a period of 24 months or a period equal to his length of service as established at the time such absence began; whichever is the lesser.

Pension Plan

The Leaside Negotiated Non-Contributory Pension Plan effective September 24th, 1991, established by agreement between the Company and the Union will form a supplement to the Collective Agreement.

MEMORANDUM OF AGREEMENT

The attached Letters of Intent comprise all of the agreements of this nature between the parties hereto and neither party will be required to honor any other agreement not included in this Memorandum of Agreement.

It is further acknowledged that no new agreement nor any amendment to an existing agreement contained in these Letters of Intent, will be valid until it has been agreed to and signed by the Local Union President and the Plant Production Manager and Manager Labour Relations, for the Company.

LETTER OF INTENT

1. Temporary Transfer

When an employee is to be temporarily assigned to a job in another department or to another job in his own department due to lack of work on his own job, wherever possible subject to shift requirements, the most junior employee(s) in the job affected shall be the one(s) subject to such temporary assignment. He shall be told the likely period of time such assignment will last and shall continue to be paid at his regular hourly rate of pay during this period.

2. Work Clothes

The Company will provide at its expense, coveralls or shirt and pants to all employees. Clothes provided must be worn in the workplace. Lost clothing will be replaced at the employees expense.

3. Employees on Negotiating Committee

The Union negotiating committee will consist of 2 members for the first 100 employees and one member for each additional 100 employees or the larger part thereof.

Employees on the Union Negotiating committee, while attending direct negotiating meetings with the Company representatives, will be paid for time away from work while attending such meetings up to a maximum of 8 hours at their regular hourly rate (or 12 hours at their regular hourly rate if scheduled on a 7 day 12 hour operation) if the meeting begins and ends at such time as to make working any part of that shift or reporting for a shift scheduled to start later that day, unreasonable.

An employee on the #1 shift (nights) who attends such a meeting scheduled to begin before noon will be excused

from working the shift immediately preceding the meeting and will be paid for 8 hours at his regular hourly rate.

The Company's wishes with respect to working the balance of the current shift or reporting for work on a later shift on the day of the meeting, will be made known when the meeting ends.

The Union will advise the Company at least 24 hours in advance of such meeting as to which employees will be attending.

No payment will be made for time away from work for employees to attend Union committee meetings or where both Union and Company meet with a conciliation or mediation officer.

4. Wage Incentive Plan

Notwithstanding Article 14.02 of the Collective Agreement the parties hereto agree that, effective January 1, 1984, the Wage Incentive Plan will apply only to the heavy wire drawing machines in the Bare Wire Department.

5. Life Insurance-Retiring Employees

From and after September 24th, 1988, retiring employees will be provided with \$3,000.00 Life Insurance at no cost to them.

6. Payment of Vacation Pay

The union and management agree that the regular method for payment of vacation pay is to match the payment to the actual weeks of vacation to be taken by the employee. However, an exception will be made for employees who make written requests prior to April 30th of each year. These employees will receive their vacation pay in a lump sum prior to the annual shut-down. If an annual shutdown is not planned the vacation payment will be made on or before July 15th.

7. Tool Allowance for Tradesmen

Each Tradesmen, with the exception of Motor Mechanics, will be reimbursed upon positive proof of purchase (personalized descriptive receipt and tool) an amount not to exceed One Hundred and Fifty dollars (\$150.00) per year.

Each Tradesman will provide a inventory of his tools and this inventory will be kept in his file and be updated on an annual basis as tools are added or replaced.

If the Company feels that a particular individual does not have sufficient tools to allow him to function properly in his classification then the Company will ask that the annual allowance be put towards bringing the inventory to an acceptable level.

8. Non Trades Tool Allowance

The company will supply at its expense all tools it deems necessary for employees to perform their work. Tools will be itemized and each employee will acknowledge their receipt in writing. Once received it will be the responsibility of the employee to maintain and use the appropriate tools. Broken tools can be returned and will be replaced at the Company's expense. Lost tools will be replaced by the Company at the employee's expense. The tools will remain the property of the company and must be returned upon transfer or termination.

9. Joint Training Steering Committee

The parties agree to establish a Joint Training Committee to enhance employee skills. The committee will consist of four (4) members designated by the Union and four (4) members designated by the Company which shall meet as required.

The function of the committee is to identify training needs, develop training plans, and when approved administer them. The committee will monitor the effectiveness of the training programs and redefine needs as required. The committee will recommend a training budget and where appropriate pursue outside funding.

The work of this committee will be in compliance with the current Collective Agreement.

10. Maintenance Training Steering Committee

During 1991 the parties agreed to establish a maintenance Steering Committee. This Committee will work in conjunction with the Joint Training Committee, to increase the flexibility of our tradesmen, more effectively utilize (related) skills which they possess and to develop additional skills as required.

The Committee will consist of three Union and three Company representatives. It's purpose will be to oversee and upgrade skills levels through development of training programs and scheduling of training. This committee will also develop a recommendation relative to how new hires should be handled in terms of orientations, training and pay progression.

The increased requirements have been reflected in Trade 3 rate.

11. Manpower Adjustment

The Company and the Union agree to the following in the event of a layoff or job displacement and the parties agree and understand that such procedure shall not be construed to preclude any terms of the Collective Agreement:

i) In the event of layoff, the Company shall inform the Union of the number of employees affected.

ii) In the event of job redundancies which do not result in layoff, steps (a) and (b) outlined below shall apply:

(a) An Employee whose job becomes redundant will be given the choice in order of seniority of filling the vacancy available at the time of redundancy. Training will be provided.

(b) In the event the Employee in (a) above elects not to choose an existing vacancy within 48 hour period, he or she may displace the most Junior Employee in the department, provided he or she can do the job of the displaced Employee.

(c) Those positions which are normally scheduled as a day shift operation will be excluded from consideration under 2(a) unless the position can not be filled through the regular job posting procedure.

iii) In the event of a layoff, vacancies created by displacement of Junior Employees with the least plant-wide seniority shall then be filled by (a) or (b) outlined in step #2 above.

iv) Normally, Employees to be laid off shall be Employees with least plant-wide seniority. The Company and the union mutually agree to review and discuss individual situations in an effort to resolve differences and it is understood that failure to reach a satisfactory settlement may be processed through the normal grievance procedure.

12. Use of Contractors for Capital Installations, Maintenance Items and Tooling.

The parties agree it is preferable to use our own skilled trades people. However, when the work involved is beyond our technical capabilities or capacity to meet

completion requirements, the Company will advise the union of the need to use outside contractors.

13. 7 Day 12 Hour Shift Arrangement

The Union and Company agree that capacity imbalances can exist at the Leaside Plant. Should a capacity problem arise the parties agree to implement a 7 day 12 hour shift schedule.

i) The standard work week will be as outlined in the attached schedule. The work week will commence Sunday at 8:00 a.m.

ii) An employee will be paid one and one half times his regular hourly rate for:

a) Time worked in excess of twelve (12) hours, at the request of the Company, during the period of twenty-four (24) hours from and after commencement of the employee's regular shift;

b) Time worked on any day which a Statutory Holiday listed in 13.12 is observed, in addition to his holiday pay

c) Time worked on a regularly scheduled day off.

d) Time worked on the employee's regularly scheduled shift Saturday and Sunday.

iii) An employee will be paid two (2) times his regular hourly rate for:

a) Time worked in excess of fourteen (14) hours in any twenty-four (24) hour period;

b) Time worked on a Sunday unless part of his regular scheduled shift.

iv) A vacancy created by implementing a 7 day 12 hour shift arrangement will be filled through the seniority provisions of the collective agreement. When the Com-

pany believes that the 7 day 12 hour shift will be required in the future the resulting vacancy may be posted in advance.

v) An employee working the 7 day 12 hour shift arrangement will be permitted two (2) paid twenty (20) minute break periods during the twelve (12) hour shift.

vi) Provisions of the collective agreement regarding probation period and progression periods are amended for employees working the non-standard work week to convert the daily references to equal hourly references.

vii) Employees working the non-standard work week will be paid eight (8) hours at their base rate of pay for each statutory holiday provided they meet the qualifying provisions of the collective agreement.

viii) Employees will be given fourteen (14) days notice before being scheduled to the 7 day 12 hour shift arrangement.

ix) Employees being removed from the 7 day 12 hour shift arrangement due to lack of work will be removed under the seniority provisions of the Collective Agreement.

x) BEREAVEMENT PAY — An employee working the 7 day 12 hour shift arrangement will receive payments for time lost for the employee's regularly scheduled shift up to twelve (12) hours per day, exclusive of overtime and other forms of premium pay to a maximum of twenty-four (24) hours.

xi) Employees will receive shift premiums as per the Collective Agreement.

EXAMPLE SCHEDULE

(7 Day Operation)

	S	M	T	W	T	F	S	S	M	T	W	T	F	S
Shift 1	OFF	20-8	20-8	OFF	OFF	20-8	20-8	20-8	OFF	OFF	20-8	20-8	OFF	OFF
Shift 2	OFF	8-20	8-20	OFF	OFF	8-20	8-20	8-20	OFF	OFF	8-20	8-20	OFF	OFF
8 Shift 3	20-8	OFF	OFF	20-8	20-8	OFF	OFF	OFF	20-8	20-8	OFF	OFF	20-8	20-8
Shift 4	8-20	OFF	OFF	8-20	8-20	OFF	OFF	OFF	8-20	8-20	OFF	OFF	8-20	8-20

14. Job Progression

During the 1991 contract negotiations a sub committee was established to consider a progression system within the Leaside plant.

The parties agreed that this committee would continue to develop a plant wide progression system for recommendation to their respective parties.

15. E.H.V. Cablemaker

It is agreed that the labour grade of this job classification will be such that the requirements and efficiency of operations and the skill and ability of the employee to do the job will be the governing factor unless this factor is equal as between two or more employees, in which case, seniority will govern.

The E.H.V. Cable Maker shall be paid \$1.05 above Labour Grade 7. This rate is to reflect the developmental nature of the position.