

# COLLECTIVE AGREEMENT

BETWEEN

NEXANS CANADA INC.  
Simcoe, Ontario

And

UNITED STEEL WORKERS  
OF AMERICA  
Local 6187

February 20, 2002 - February 19, 2005  
G22 09(08)

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# COLLECTIVE AGREEMENT

## **ARTICLE 1 - DEFINITION**

- 1.01 The term "employee" wherever used in this Agreement shall mean hourly rated employees of the Company employed at the Company's Simcoe Plant, save and except foremen, persons above the rank of foreman, office staff, guards and technicians working in and out of the laboratory, and the operating technician.
- 1.02 Notwithstanding the other provisions of the collective agreement employees hired as summer students, hired for the period of May 1st through September 15th, will be considered probationary employees for the duration of their employment. They will not be eligible to participate in the Company's group insurance program.

## **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 Check-Off

- (a) Union dues will be deducted weekly from all employees, except probationary employees, according to the constitution of the United Steelworkers of America, and forwarded, along with supporting documentation, to:

International Treasurer  
United Steelworkers of America  
P.O. **Box** 13083, Postal Station " A  
Toronto, Ontario **M5W 1V7**

- (b) 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 (a) above.

Such absence will be noted on the list of names submitted to the Union each month at the time the deductions are forwarded.

Deductions will also be made from the annual vacation pay to ensure 52 deductions annually under normal circumstances.

- (c) As a condition of employment, all employees shall be required to sign an authorization of dues deduction. 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 for amounts deducted from earnings as herein provided.

2.03 Persons employed by the Company who are not members of the bargaining unit, shall not perform work on any jobs which are included in the bargaining unit, except in cases of instruction, investigation, experimentation and emergency situations. In case of emergency situations the company shall first attempt to use bargaining members on an overtime basis. If the required number(s) of overtime personnel are not achieved the Company may have the work performed by the most efficient means.

### **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 it's employees;
- (b) Hire, discharge, demote and discipline for just cause, lay-off, classify, transfer and promote it's 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. Management will give one week's notice to employees prior to shift transfer unless the employee agrees to said transfer without required notice.
- (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 it's 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 it's employees and make and alter rules of procedure and conduct for it's employees.

- (d) The Company will consult with the Union in the development or amendment of plant rules and policies, prior to their release. Failure to consult will render the policy null and void.

Either party may initiate the review of a policy or procedure.

This clause shall in no way limit the rights of management as laid out in Article 3.

#### **ARTICLE 4 - NO DISCRIMINATION**

- 4.01 (a) The Company agrees that it will not discriminate against, coerce, restrain or influence any employee because of his or her activity in or in respect of, any trade union or employee's organization, or because of race, colour or religious creed.

- (b) The Union agrees that neither it nor its members will discriminate against, coerce, restrain or influence any employee because of his or her activity or lack of activity, in or in respect of, any trade union or employee's organization, or because of race, colour or religious creed.
- (c) 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.

The Company and Union agree that the terms and conditions of this agreement shall be interpreted and administered by both parties without discrimination and/or harassment against any employee, contrary to the human rights code of Ontario.

## **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 A attached hereto or as revised from time to time by mutual consent.
- 5.02 The Grievance Committee shall be composed of three (3) - the President of the Local, the Chief Steward and the Steward of the department involved.

- 5.03 The Union will certify in writing to the Company the names of their Steward's Committee authorized to act hereunder from time to time, and the Company will not be required to recognize them until so certified.
- 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 foreman. Such authority shall be granted automatically except at times or in cases where the foreman 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 will supply to the Union bi-weekly a list of any new employees hired during the previous two (2) weeks.

### Employee Rights

- 1) Employees will have a representative from the union during any disciplinary action.
- 2) An employee may request union representation for meetings regarding weekly indemnity and W.S.I.B.
- 3) Employees will have a representative from the union during weekly indemnity or W.S.I.B. meetings where there is a dispute or denial.



## ARTICLE 6 - GRIEVANCE PROCEDURE

6.01 The parties hereto are agreed that complaints of employees be dealt with as quickly as possible. If an employee (or employees) has any complaint, it shall first be presented verbally to his Foreman. The employee may have the assistance of his or her Steward if he or she wishes. If the complaint is not settled to the satisfaction of the employee (or employees) concerned within twenty-four (24) hours, or within any longer period that may be mutually agreed upon at the time, then the following grievance procedure shall apply:

### 6.02 Stage One

The employee (or employees) shall present such grievance to the Department Foreman 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. The Supervisor will supply a written reply using the grievance form within 72 hours. If a satisfactory settlement to the employee (or employees) concerned is not reached within seventy two (72) 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 Department Manager who will not be called upon to meet with more than three (3) Grievance Committee members,

together with the employee involved, if necessary. If a satisfactory settlement 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 Plant Manager (or Operations Manager) be given in three (3) 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 Plant Manager (or Operations Manager) 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 three (3) days after such request has been received by the Plant Manager (or Operations Manager).

The Plant Manager (or Operations Manager) will give a decision in writing five (5) days after the meeting has been held. The Plant Manager (or Operations Manager) will not be called upon to meet with more than three (3) Grievance Committee members together with 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. A full time representative of the Union or its designated alternate, may be present at Stage Three. The Staff Representative will attend by request.

- 6.06 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 either by the Company or the Union to the other, with a written request for a meeting between the Grievance Committee 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 full time representative of the Union to discuss the matter. The decision of the Company shall be given within fourteen (14) days after the giving of such written notice.
- 6.07 Should there be any 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 ten (10) days after the decision of the management at Stage Three, or the decision of the Company in the preceding paragraph, was given or should have been given if none was given.
- 6.08 The time limits of preceding to Stage Two, Stage Three and Arbitration above set forth, shall be observed or the grievance shall be deemed to have been abandoned by the Union or conceded by the Company.

- 6.09 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.
- 6.10 In the event that the Department Manager or designated member of management 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.
- 6.11 Nothing in this Agreement shall be construed to limit or impair the right of any employee to present any grievance complaint directly to any representative of the Company, or to restrict the Company from making settlement in respect of any such complaints or grievances, so long as the terms of any such settlement do not conflict with other provisions of this Agreement. Such settlement shall not be considered as a precedent for the settlement of future grievances.
- 6.12 Time spent 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. In no case shall pay be allowed for such time spent other than during such employee's regularly scheduled shift.
- 6.13 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 Foreman of the department in which the investigation is to be made.

- 6.14 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 or Article 7 hereafter.

## **ARTICLE 7 - ARBITRATION**

- 7.01 In any case in which Arbitration shall be required under this Agreement, the party initiating the Arbitration shall advise the other party in writing as required in Article 6.07.
- 7.02 The Union and the Company shall attempt to agree upon an Arbitrator within fifteen (15) days from the date of receipt of Notice of Arbitration.
- 7.03 Should the Union and the Company fail to agree upon the appointment of an Arbitrator, then the Minister of Labour of Ontario shall be requested to appoint an Arbitrator.
- 7.04 Arbitration's shall be heard at a place designated by the Arbitrator and the decision will be sought within fourteen (14) days after the close of hearings.
- 7.05 It will be the intention of the Union and the Company that they meet with the Arbitrator as soon as practical after his/her appointment.

- 7.06 It is agreed that any and all time limits fixed by this Article for the rendering of a decision by the Arbitrator, may at any time be extended by agreement in writing, signed by a representative of the Company and a representative of the Union.
- 7.07 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 Arbitrator and the award of the Arbitrator shall be confined to determining the issues therein set out.
- 7.08 The findings of the Arbitrator, as to the facts and as to the interpretation or violation or non-violation of this Agreement, shall be conclusive and binding upon the parties concerned, but in no case shall the Arbitrator be authorized to alter, modify or amend any part of this Agreement.
- 7.09 The expenses of the Arbitrator shall be borne in equal shares by the Company and the Union. No costs of Arbitration shall be awarded to or against any party.
- 7.10 Witness fees and allowances shall be paid by the party calling the witnesses.
- 7.11 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 Arbitrator, a copy shall at the same time be sent to the other party.

## **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 this 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 lock out during the life of this Agreement.

## **ARTICLE 9 - SUSPENSION, DISCHARGE AND DISCIPLINE CASES**

- 9.00 No employee may be dismissed or receive any written disciplinary action without union representation, unless a union representative is not available.
- 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 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 money earned by the employee during the time lost.
- 9.03 Upon such reinstatement there shall be deemed to have been no break in the employee's continuous service.
- 9.04 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.
- 9.05 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.

- 9.06 The Company shall provide a copy of any warning, to the shift steward, prior to the warning being given to any employee. A copy will be forwarded to the union president or chief steward.
- 9.07 The Company will not refer to a disciplinary action, other than a suspension, that is more than twelve (12) months old for a similar offense. For matters of suspension the company will not refer to any disciplinary actions of a similar offense past eighteen (18) months.
- 9.08 Any employee whom the company discharges shall be retained at active work until any grievance contesting such discharge is finally resolved through the grievance and arbitration procedure.

However, the employee may be removed from active work without pay if the alleged cause of discharge represents a danger to the safety of the employees, our business or equipment whereby the company provides a prima facie case justifying removal to the union.

This would include but not limited to violence, theft, fraud, harassment or discrimination or concerted refusal to perform assigned work.

## 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 at the Simcoe plant 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 lay-off unless and until seniority is lost as hereinafter provided.
- 10.02 (a) An employee shall attain seniority status under this Agreement on completion of fifty (50) days worked with the Company, and shall there upon have his seniority dated from the beginning of the probationary period. By mutual agreement, the probationary period may be extended by an additional twenty-five (25) working days. 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. Wage increases for employees on probation will take effect after four hundred (400) hours worked.
- (b) The Company and the Union will meet prior to any probationary employee moving into full-time employment within the Simcoe bargaining unit. The meeting is to discuss the affected employees skills and abilities to meet the job demands. The Company will develop criteria

by which hiring decisions are to be made. In cases where a committee member has a conflict of interest he/she shall be replaced on the committee. In case of a committee deadlock management exercises the deciding vote.

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

- (a) Quits; or
- (b) Is discharged; or
- (c) Is laid off by the Company for lack of work for a period of more than six **(6)** months in the case of an employee having attained seniority, but having less than two (2) years seniority; or for a period of more than twelve **(12)** months in the case of an employee having two (2) years, but less than five (5) years seniority; or for a period of more than eighteen **(18)** months in the case of an employee having five (5) years but less than ten **(10)** years seniority; or for a period of more than twenty-four **(24)** months in the case of an employee having ten (10) or more years seniority; or
- (d) Is absent from work more than three **(3)** consecutive working days without furnishing to the Company, either by telephone or letter, a satisfactory explanation for such absence.
- (e) Seniority shall be lost when a bargaining unit employee accepts a position outside of the bargaining unit.

This clause will only affect transfers after date of ratification.

#### 10.04 Lay-Offs and Recalls

In the event of lay-off due to lack of work, the Company agrees to give seven (7) days notice wherever possible, unless otherwise required in accordance with the provisions of the Employment Standards Act R.S.O. 1980 as amended.

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, and the relative abilities, knowledge, training and skills of individuals affected. 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 fifteen (15) working days in any one calendar year, per employee affected.

- 10.05 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.
- 10.06 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.

10.07 When recalling a laid off employee who retains his or her seniority, the Company will notify such laid off employee 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.

10.08 The above notice will be sent to the last address of such laid off employee on record with the Company. Failure to notify the Company in writing within seven (7) 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.

10.09 When an employee has been laid off, the Company shall notify the Union to that effect as soon as possible, stating the reason for the lay-off. The Company shall notify the Union when an employee is to be recalled.

#### 10.10 Promotions

In all cases of promotion (except to or in categories outside the bargaining unit), the Company shall consider the following two factors in determining which employees are to be promoted:

- (a) The length of continuous service of the employee, and

- (b) The requirements and efficiency of operations, and the skill and ability of the employee to do the job.

Skill and ability will be defined as having owned the position in question in the preceding 18 months.

Exceptions will be the position of Group Leader and/or any future instance where management and the union mutually agree upon a joint interviewing process as selection criteria.

Prior to awarding a posted job, the Company shall carefully evaluate all applicants for promotion and discuss their assessment of each applicant with the Union President and/or Chief Steward.

When in the judgement of the Company, factor (b) is to all intents and purposes equal as between two or more employees, length of continuous service shall govern.

In cases where promotions must be deferred pending qualifying time required for replacements, prior to releasing employees for job openings, then the Company and the Union will mutually establish the period of time within which the job moves should be completed.

#### 10.12 Absence

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.

10.13 The Company will grant leave of absence without pay to attend Union conventions to not more than two (2) hourly rated employees from any one department, and no more than four (4) in total at any one time, subject to the following conditions:

- (a) That the Union give at least one (1) week's written notice to the Company designating the hourly rated employees for whom leave is desired;
- (b) That such leave granted will not exceed ten (10) working days for any one employee on any one occasion;
- (c) That the total of such leaves granted to all employees will not exceed an accumulated total period of one hundred (100) working days during each year of this Agreement;  
All leaves of absences by the Union President for union business will not be counted against this allowance.
- (d) The company will not unreasonably deny leaves but does maintain the right to properly schedule the plant.

Departments referred to above are defined as follows:

- (1) Bare Wire (dies, anneal, rolling and drawing)
- (2) Enamel (intermediate, heavy and shaped)
- (3) Wrapping and Transposed
- (4) Shipping (spools, finished stock and receiving)
- (5) Maintenance
- (6) Inspection

- 10.14 The Company will, on application from the Union, grant one (1) year's leave of absence without pay to not more than one employee of the Company for full time service with the Union. Termination of this Agreement will cancel such leave of absence.
- 10.15 Employees granted leave of absence under these provisions shall accumulate seniority during their absence.
- 10.16 An employee who is unable to report for work for any reason will notify the Company, if possible, at least 30 minutes before the beginning of his or her shift.
- 10.17 Every permit for absence must be in writing and signed by an authorized Company official. Once signed, a copy will be given to the employee.

10.18 Seniority of Union Officers

The President, Vice-president, Secretary, Treasurer, Financial Secretary and Chief Steward of the local Union, while holding such office, shall be deemed to have greater seniority than the other employees for purposes of lay-off.

10.19 Job Postings

When a vacancy occurs in the bargaining unit, the Company agrees to post such vacancy on all bulletin boards for a period of fifteen (15) consecutive days. The company will post all jobs and will indicate the number of openings



available. The Company reserves the right not to fill all vacancies as described under Article 3.

- 10.20 The Company will not be required to post jobs while there are employees laid off from those jobs who still have recall rights, or if the vacancy is for the position of Industrial Electrician, Machinist or Industrial Mechanic or Millwright.
- 10.21 When a job vacancy occurs which is on a steady day shift basis, provided he can qualify to do the job and accepts the wage rates and conditions which pertain, then the President of the Union, if he applies, will be awarded the job in question without it having to be posted in the normal fashion.
- 10.22 Application for the posted job must be made in writing to the Area Manager within the fifteen (15) day period referred to above. Selection of employees for jobs which are posted will be based on the factors established for promotion, Article 10.10 of the Collective Agreement.
- 10.23 If the job vacancies cannot be filled under the provisions noted above, the Company reserves the right to fill a vacancy under Article 10.10 or from any other source.
- 10.24 An employee shall be given a forty-five (45) day qualifying period in a new position. It is the Company's responsibility to provide an adequate training program. If within the qualifying period such employee does not perform the duties of the new position satisfactorily, as determined jointly by the Union and the Company, or if the employee

chooses not to accept the new position, the employee shall revert to the position formerly held by him/her at the current rate of pay for that position. Other employees affected shall do likewise.

- 10.25 In order to ensure continuity of production, it may be necessary at times to delay the transfer of an employee awarded a job posting. Such delay, however will not be longer than one month from the date the job posting was granted.
- 10.26 Should an employee choose to return to his/her previous position, or bid on another job, on his/her own accord, he/she shall not be allowed to bid on a new job for a period of six (6) calendar months from the day he/she returned to his/her original position or accepted the new award.
- 10.27 Upon successful completion of the forty-five (45) day assessment period the candidates original position will be posted.
- 10.28 The Company will advise the applicant chosen to fill the job of the date of transfer, within fifteen (15) days (excluding statutory holidays and shutdowns) following the job posting, or will inform all employees who have applied for the job and the Union, if the job is not to be filled. When a job posting has been awarded, every effort will be made to advise the successful applicant prior to the award being posted on the plant bulletin boards for a period of ten (10) consecutive days.
- 10.29 Probationary employees are not eligible to bid on job postings.

For the terms of this section the reference to days shall mean working days.

## **ARTICLE 11 - SENIORITY LISTS**

- 11.01 For the purpose of this Agreement, the departments shall be as set forth in "Schedule A hereto or as may be determined by the Company from time to time.
- 11.02 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 four **(4)** month period, and a copy of each list shall be given to the Union.

## **ARTICLE 12 - VACATIONS WITH PAY**

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

## **ARTICLE 13 - HOURS OF WORK, OVERTIME AND 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 B" shall be maintained

until further notice as given by the Company to the Union and posted on the bulletin boards in the plant. The normal hours of work shall be forty (40) hours per week, eight (8) hours per day, Monday to Friday inclusive, beginning Sunday midnight.

- 13.02 The working day, including statutory holidays, shall be the calendar day, i.e. from 12:00 o'clock midnight to the next following 12:00 o'clock midnight. The Company does not guarantee to provide work for any employee nor to maintain the working week or working hours herein agreed upon.
- 13.03 Overtime shall mean time worked in the periods shown below and shall be paid for as shown.
- 13.04 An employee will be paid one and one-half (1.5) times his/her basic hourly rate for:
- (a) Time worked in excess of the regularly scheduled daily shift as per "Schedule B".
  - (b) Time worked on any day on which one of the statutory holidays listed in Articles 13.08 and 13.09 hereto is observed.
  - (c) Time worked at the request of the Company on an employee's scheduled day or days off.
- 13.05 An employee will be paid two (2) times his/her basic hourly rate For:
- (a) **All hours worked in excess of twelve (12) hours during any day on any shift.**

- (b) Time worked on Sunday, unless this is part of a regularly scheduled shift.
- (c) Time worked in excess of eight (8) hours on a regularly scheduled shift, starting within the period of 12:00 midnight Saturday to and including, 4:00 p.m. Sunday.
- (d) Time worked in excess of eight (8) consecutive hours on Saturday.

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

13.07 Where overtime is necessary, the Company will follow the current jointly agreed upon overtime policy.

13.08 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    |
| Dominion Day   | Boxing Day       |
| Civic Holiday  |                  |

at the employee's base rate of pay, 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. However, payment for such holiday will nevertheless be made if the employee was absent from shift the day before or the day after due to verified illness. death in

the immediate family, jury duty or was laid off for lack of work within the three (3) working days immediately preceding such holiday, or where special permission to be absent has been granted by the Company.

Heritage Day, if declared by the Federal Government as a statutory holiday, will be observed as a paid holiday additional to those provided for in the Collective Agreement.

An employee who is absent from work for a total of no more than four (4) days which fall wholly within the period extending from two (2) days before to two (2) days after a statutory holiday, due solely to personal illness verified to the satisfaction of the Company shall be paid for that statutory holiday.

13.09 In addition to the nine (9) statutory holidays listed above, two (2) further holidays will be observed at the time of the Christmas or summer shutdown each year. These floating holidays will not be supplemental to any additional provincial or federal holiday which might be declared.

13.10 The company and the union will meet no later than fifteen days before a statutory holiday that falls on a weekend. They will attempt to reach a mutual agreement on whether the holiday will be observed on a Monday or a Friday

Failure to reach agreement on this will result in the following: When a statutory holiday falls on the 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.

13.11 If an employee works on the day on which any of the above holidays is observed, he/she shall be paid at the rate of time and one-half (1.5) his/her regular basic hourly rate for the hours worked in addition to his/her holiday pay.

13.12 Definition of Shift

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

13.13 An employee working two (2) hours or more beyond his/her regular quitting time, unless he/she is notified of such overtime at least on the previous working day, will be provided with a meal allowance of \$6.00. Payment of the meal allowance will be made at the time such overtime is worked, either in cash or by cheque.

13.14 Employees working overtime will have the opportunity of banking overtime hours, to be taken as time off work at a later date in lieu of receiving the usual overtime premium pay. The overtime worked must be within their own designation of direct or indirect labour. For the purpose of this article, Maintenance and service job classifications are indirect labour.

If banking time, the requested time off later will be subject to supervisory approval and will be provided on the basis of one (1) hour off work for each actual hour worked.

All banked time must be utilized within a three (3) month period from the day(s) worked.

## 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 C shall be in effect as shown during 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 in 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 Nothing contained herein shall restrict the right of the Company to adjust the wage rate of any employee upwards from time to time within the ranges of rates set forth in the said "Wage Schedule".
- 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 to his/her shift when no work is available, will be credited four (4) hours pay at his/her basic rate of pay unless he/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.



Wherever possible the company agrees to notify all employees not to report at least six (6) hours prior to the start of the shift.

Employees not opting for reasonable alternative work will not be counted as casual absence and forfeit the four (4) hours pay.

- 14.04 An employee who is required to report back to work outside of his/her regular working hours, shall be guaranteed three (3) hours work, or at the Company's option, shall be allowed a minimum of three (3) hours pay at such employee's basic rate. Only time actually worked will be considered in calculating overtime premiums under Article 13.
- 14.05 When an employee is formally transferred to another job and reclassified because of lack of work, or at his/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".
- 14.06 An employee on the 3-shift continuous operation whose regularly scheduled shift calls for him/her to be on duty on a Saturday or Sunday, will be paid a premium rate of time and one-half (1.5) for such hours worked on each or either of these days.
- 14.07 A premium per hour will be allowed to an employee on shift #3 and shift #1, but in neither case shall the premium be considered as part of the employee's base rate.

	<u>Shift 1</u>	<u>Shift 3</u>
February 20, 2002	\$0.48	\$0.43
February 20, 2003	\$0.51	\$0.46
February 20, 2004	\$0.54	\$0.49

#### **14.08** Temporary Transfers

- (a) When an employee has been temporarily transferred to a different classification, for a period of **four(4)** consecutive hours or more, will be paid **\$0.25** an hour for such hours worked.
- (b) When a qualified employee who has been reclassified downward to a lower rated job due to lack of work, is asked to work in his/her former job classification for a period of **four (4)** consecutive hours in any one shift, or a total of **sixteen (16)** non-consecutive hours in any one pay period, then he/she will be paid for all such hours worked at the rate he/she had formerly received while working full time in this job.
- (c) When an employee on a lower rated job is asked to work on a higher rated job for a period of **four (4)** consecutive hours in any one shift, or a total of **sixteen (16)** non-consecutive hours in any one pay period, then he/she will be paid a rate no **less** than the minimum of the range of the higher rated job for all such hours worked. An employee who has attained seniority, who is already working in the section or who had worked in the section previously, shall be paid a rate no less than one-third of the difference between the top and the bottom of the range below the maximum of the higher rated job on which he or she is asked to work.

- (d) Time worked and paid for under (a), (b) and (c) **above**, must constitute the **hours** worked requirements as indicated, and will not include casual hours worked on occasion as relief or substitute.
- (e) An employee who is transferred to a lower rated job for the convenience of the Company will retain his/her present hourly rate while so employed.
- (f) A temporary work assignment shall not exceed a period of six (6) consecutive weeks without being discussed with the Union. The six (6) week period can be extended by mutual agreement between the parties. In the event the parties can not reach agreement to extend the temporary work assignment, the Company shall post the job for permanent assignment.
- (g) The Company agrees to discuss temporary assignments at monthly union/management meetings.

When the company requires a temporary transfer the most junior qualified employee(s) in the job classification of management's choice shall be transferred.

#### 14.09 Cost of Living Allowance

There shall be a "Cost of Living Allowance" based on the Statistics Canada Consumer Index (1971=100). The C.O.L.A. shall be calculated on every percentage increase in excess of 4% should there be one.

For example; **the** January 2003 Consumer Price Index shall be compared to the Consumer Price Index for January 2002 to provide a C.O.L.A. payment which shall be implemented in the earliest practical pay period following release of the Consumer Price Index for January 2003.

Any resulting percentage increase in excess of 4%, maximum fifty (50) cents per hour, shall be applied so the weighted average for the maximum **of** the labour grades as established for February 20, 2002; such C.O.L.A will be paid only for actual hours worked. It will not be part of the basic hourly rate and will not therefore, be included in the calculation of overtime or paid-for statutory holidays.

## **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/her 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, common-law spouse, son, daughter, father, mother, sister, brother, grandparent, grandchild, 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 or her regularly scheduled hours on the following basis:

Payment will be made on the basis of the employee's hourly wage rate for the employee's regularly scheduled shift, up to twelve (12) hours per day exclusive of overtime and other forms of premium pay for up to three (3) days absence.

Effective February 20, 2000 premium pay will be paid for bereavement.

- (b) The time to be paid for may be any three (3) consecutive working days from the day of death through two (2) days after the funeral inclusive.
- (c) One (1) day absent with pay will be granted to an employee attending the funeral of a brother-in-law, sister-in-law, aunt, uncle, niece or nephew on a day the employee had been scheduled to work.
- (d) When requested by the Company, the employee will furnish satisfactory proof of death of the deceased.

15.05 An employee will not be eligible to receive payments under this Agreement for any period in which he/she is receiving other payments in the form of vacation pay, specified holiday pay, disability benefit or W.S.I.B.

15.06 The above provision applies if the employee attends the funeral, however, if because of the distance involved, the employee does not attend the funeral, then one (1) days' paid absence will be granted on the day of the funeral.

## **ARTICLE 16 - JURY DUTY**

16.01 No employee who is called for jury duty or subpoenaed as a witness will lose pay as a result of this service.

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, the company will reimburse the difference between the normal shifts pay and the amount received.

An employee called must notify the Company as soon as he/she receives his/her notice to serve or appear.

## **ARTICLE 17 - BULLETIN BOARDS**

17.01 There shall be no distribution of Union literature on Company premises. The Company will provide four (4) bulletin boards for Union notices. All notices only which the Union wish to have posted on the bulletin boards shall be submitted to the Company for approval and posting.

## **ARTICLE 18 - NOTICES**

18.01 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: Nexans Canada Inc.  
P.O. Box 490, Gilbertson Drive  
Simcoe, Ontario  
N3Y 4L5

To the Union:           Recording Secretary  
                                  Local #6187

- 18.02 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.
- 18.03 Either party may change it's address for service of notices at any time by notice as above mentioned.

## **ARTICLE 19 - SAFETY**

- 19.01 In accordance with the provisions of the Ontario Occupational Health and Safety Act, the Company and the Union acknowledge that the safe operation of the plant is the objective of both the Company and the employees. Both parties agree to work co-operatively towards improving workplace health and safety through measures including, but not limited to, the following:
- (a) A union JHSC member will participate in safety related training, risk analysis and other health and safety related activities.
  - (b) As a minimum the Joint Health & Safety Committee will consist of the following. One union health and safety representative per shift, one office representative and two company representatives. The company and union agree to discuss all options in order to maintain this balance of one union representative per shift.

This committee is to tour the plant monthly and to meet and discuss matters relating to safety and industrial health of employees, and safety related reports, and make recommendations to management when required.

- (c) Sharing the cost of Union sponsored health and safety training where deemed appropriate by the Company. Such cost sharing will not be unreasonably denied.
- (d) The company will provide one (1) man day per month for a union JHSC member to work on health and safety related issues. The company will attempt to schedule JHSC meetings during the last week of each month.
- (e) The JHSC will propose items for the following years normal plant budget. This will begin in the summer for the year 2000 budget.
- (f) The maintenance supervisor will be a member of the JHSC and will provide a monthly report on maintenance health and safety items.
- (g) When an employee is injured, requiring medical attention, or a near miss, a JHSC union member and the shift co-ordinator will conduct an investigation immediately. The results of the investigation will be forwarded in writing to the JHSC co-chairs and the union president. If a corrective action plan is deemed necessary, the plan shall be completed within two (2) weeks from the accident date.
- (h) Safe working practices must be observed by all employees at all times. If an employee feels that a job they are asked to perform is unsafe,



they have the right to refuse. The union health and safety representative on shift and the shift co-ordinator are to investigate. If for any reason there is not a union health and safety representative on shift at that time, one of the other health and safety representatives is to be called in to investigate. Until such investigation is complete and a safe report from the investigators has been given, no other employee is to be asked to do the job in question. If a dispute arises, the JHSC co-chairs will be contacted to further investigate and attempt to resolve the problem.

19.03 (a) A union health and safety member will be present during any type of chemical or biological testing in it's entirety. This member has the authority to keep everyone safe who may be affected by the testing either during the testing period or by any lingering after affects in the area.

(b) The Company agrees to provide the Union with a copy of all Workers' Compensation Form 7's and any documentation attached to the Form 7.

For W.S.I.B cases, the company will forward to the Compensation Representative, a copy of the modified work restriction form, unless the employee denies it in writing.

(c) A modified work committee is to be established. This committee will be equally represented by both the union and the company. This committee will develop a policy which will outline work hardening and modified work programs.

## MODIFIED WORK PROGRAM

The parties agree that the objective of the program is to provide meaningful work opportunities to assist in the rehabilitation of employees who are considered medically to be permanently disabled or temporarily disabled as a result of occupational or non- occupational injury or illness. The primary aim is to return employees to their regular work functions without physical restrictions. Failing this, the secondary aim is to explore the availability of other work function and/or initiatives that will permit disabled employees to return to work with the company.

The union shall designate two (2) of its members who shall be permitted to participate in any meetings held to resolve disputes in determining the suitability of any work functions within the workplace for disabled employees.

The company shall provide the modified work committee and the shift co-ordinators information of any notices or correspondence it receives with respect to an employees fitness to return to work and/or ability to participate in a rehabilitation program, if restrictions apply

- 19.04 During the life of this Agreement, the Company contribution towards the cost of safety shoes purchased for his/her personal use by an employee who has attained seniority, will be; \$85.00 per pair

The company will pay 100% of the cost of lenses and up to \$75.00 of the costs for frames and dispensing fees for safety glasses.

- 19.05 (a) If an employee has a disabling injury which will not allow him/her to return to his/her normal job, the union and the company will explore all reasonable possibilities for finding suitable work within the collective bargaining unit that the employee is capable of performing that is not financially prohibitive to the company.
- (b) If the company appeals a WSIB decision, the company will pay the employees lost wages to the effected employee and one union representative for the day(s) of the appeal.

## **ARTICLE 20 - UNION/MANAGEMENT COMMITTEE**

- 20.01 A monthly meeting between the Union Executive and three (3) Company representatives will be arranged during working hours on dates suitable to each party. The purpose of such meetings is to discuss possible grievances or complaints and other items of mutual concern. Notes of items discussed will be prepared by the Company for each committee member.
- 20.02 No loss of pay will result when an employee attends a Union/Management committee meeting while he/she is on shift. Union Executive members who attend Union/Management committee meetings when they are off shift will be paid at one (1) and one-half (1/2) their normal rate of pay for the time spent at the meeting.

## **ARTICLE 21 - SCHEDULES**

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

- “Schedule A - Plant Departments and Number of Stewards
- “Schedule B - Hours of Work
- “Schedule C - Wage Schedule
- “Schedule D” - Vacation Conditions
- “Schedule E - Memorandum of Agreement re:  
12-Hour Shift Schedule
- “Schedule F - Health and Welfare

## **ARTICLE 22 - TECHNOLOGICAL CHANGE**

22.01 When the Company purchases major new production equipment, or significantly alters or modifies existing equipment, it will advise the Union of the anticipated date of installation or modification, the placement and location of the equipment, and personnel needs so that the appropriate seniority provisions of the Agreement may be fully implemented. The Company and Union will discuss related health and safety issues and correct any issues found.

When such technological change results in the displacement of employees within twelve (12) months of the commencement of production trials, opportunities for training on other job assignments, including the new production equipment, will be in accordance with the seniority provisions of this Agreement.

22.02 With the exception of emergency and/or time sensitive work, the **Company** will discuss with the Union Executive prior to the fact, the contracting out of bargaining unit work. The Company reserves the right to make any final decisions in this area.

## **ARTICLE 23 - TERMINATION**

23.01 This Agreement shall become effective as of February 20, 2002 and shall terminate February 19, 2005 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.

**NEXANS CANADA INC.  
SIMCOE, ONTARIO**

Russell Banks  
Edward Faultless  
Mark Vanderhaegen  
Kevin Stinson

**UNITED STEELWORKERS OF AMERICA,  
LOCAL #6187**

Walter Butler  
Scott Logan  
Paul Wolfe  
Guy Pugh  
Curt Stewart  
Charlie Scibetta

## "SCHEDULE A"

### **UNION STEWARDS**

STEWARDS	DEPARTMENTS
1 on each group of 4-group system	4
1 on each of 3 shifts on 5-day week	3
1	1 Maintenance
1	1 Day Shift
TOTAL	9
1	Chief Steward

This schedule of departments is subject to change from time to time, by the Company, to suit the requirements of its operations. Notice of any change will be promptly given to the Union.

## "SCHEDULE B"

### **HOURS OF WORK**

Employees on Continuous 3-Shift Operation, 3-Shift/5-Day Operation and 2-Shift Operation

SHIFT NUMBER	HOURS OF WORK
1	12:00 midnight - 8:00 a.m.
2	8:00 a.m. - 4:00 p.m.
3	4:00 p.m. - 12:00 midnight

The above hours include a paid half-hour lunch period.

Single Shift Operation (Day Workers)

SHIFT NUMBER	HOURS OF WORK
2	8:00 a.m. - 12:00 noon
	12:30 p.m. - 4:30 p.m.

The above hours include a half-hour lunch period, not **paid**.

The 4-Group Continuous 3-Shift Operation and the 10-Day Continuous 3-Shift Operation will work progressively over the three shifts noted, in accordance with the schedule of days of work and days off posted in the department.

A five (5) minute wash-up period will be allowed each employee immediately prior to the lunch period.

It is understood and agreed that the Company will stagger the lunch period to permit the uninterrupted operation of enamel, drawing, wrapping and other production machines.

Granting of this wash-up period is subject to cancellation if the privilege is abused by employees quitting work in advance of the prescribed time, or otherwise extending the total time allowed for wash-up and lunch.

## **“SCHEDULE C”**

### **WAGE SCHEDULE AND JOB CLASSIFICATIONS**

Job Classifications and Wage Rate Ranges for Employees Covered by This Agreement

Minimum hourly starting rates for probationary employees will be:

All employees, except those in the electrical and mechanical sections of Maintenance, will start at;

\$15.39 per hour (effective February 20, 2002)  
\$15.89 per hour (effective February 20, 2003)  
\$16.39 per hour (effective February 20, 2004)

- (1) After four hundred hours (400) worked, they will be increased to the minimum of the **job** range to which they are assigned.

Following increase to the minimum of the rate range of the job to which he/she is assigned, an employee's hourly rate will be increased by one-third the difference between the minimum and maximum of the rate range each for hundred (400) hours worked thereafter, until the maximum of the rate range is reached.

- 2) Employees who are awarded job postings will have their wage adjusted to one third (1/3) of the difference between the top and the bottom of the scale for that job. Wages shall progress by one third (1/3) every four hundred (400) hours until they reach the top of the wage scale.

An employee who posts into a department will not necessarily have to wait four hundred (400) hours to receive that rate increase. If an employee has performed this job in the past and was deemed fully qualified he/she shall move immediately to the top of the wage scale.



- 3) Employees in the electrical and mechanical sections of Maintenance, who **start** at the minimum of the job range in which they will remain, will receive an increase of one-third the difference between the minimum and the maximum of the **job** range on completing their first four hundred (400) hours worked, and upon the completion of each four hundred (400) hours worked thereafter, until the maximum of their rate range is reached.

Increases will be effective on the first day of the pay period following or coinciding with the completion date of the four hundred (400) hours worked period.

### “SCHEDULE C”

#### JOB CLASSIFICATION BY DEPARTMENT

	FEB.20/02	FEB.20/03	FEB.20/04
<b>DRAWING</b>			
Flat Mill Operator	18.35-19.01	18.85-19.51	19.35-20.01
Utility Operator	18.35-19.01	18.85-19.51	19.35-20.01
<b>ENAMEL-FINE, INLINE, SHAPED</b>			
Hock/Strand Operator	17.77-18.40	18.27-18.90	18.77-19.40
Operator A shaped	18.26-18.90	18.76-19.40	19.26-19.90
In-Line Drawing	18.35-19.01	18.85-19.51	19.35-20.01
<b>WRAPPING</b>			
Wrapping Operator 1	17.77-18.40	18.27-18.90	18.77-19.40
Wrapping Operator 2	18.26-18.90	18.76-19.40	19.26-19.90
Transposer Helper	17.77-18.40	18.27-18.90	18.77-19.40
Transposer Operator	18.26-18.90	18.76-19.40	19.26-19.90

**MAINTENANCE**

Industrial Electrician	22.74-23.56	23.24-24.06	23.74-24.56
Machinist	22.74-23.56	23.24-24.06	23.74-24.56
Industrial Millwright	22.12-22.92	22.62-23.42	23.12-23.92

**SERVICES**

Die Maintenance	17.92-18.54	18.42-19.04	18.92-19.54
Equipment Cleaner	18.26-18.90	18.76-19.40	19.26-19.90
Slitter Operator	18.26-18.90	18.76-19.40	19.26-19.90
QA Auditor	18.26-18.90	18.76-19.40	19.26-19.90
Shipping/Receiving	17.77-18.40	18.27-18.90	18.77-19.40
Handler	17.77-18.40	18.27-18.90	18.77-19.40
Safety Technician	18.35-19.01	18.85-19.51	19.35-20.01

Group Leaders to be paid twenty (20) cents per hour above the top job under their direction.

Members of the Emergency Crew and a minimum of eight (8) designated holders of the St. John's Ambulance First Aid Certificate will be paid a ten (10) cent per hour float.

An apprentice will progress from the general labour starting rate range for Industrial Mechanical or Millwright, as his trades training denotes, in four equal steps. Each increase, except the final increase to the minimum of the rate range, will take place upon the completion of each 2,000 hour work period required for his training.

When a serving employee is reclassified as an apprentice and transferred to that job, he will be paid a rate equal to the maximum rate for Operator A, and his progression increases

within the time periods noted above, will begin from that rate level and not the general labour starting rate.

Following completion of the apprenticeship program, employees are required to successfully complete the Provincial Examination within a period of twelve (12) months. Upon notification of passing grades in the Provincial Examination, the employee will be increased to the minimum of the rate range where he or she will progress to the maximum of the range in two equal steps, each increase taking place after four hundred (400) hours worked.

### **“SCHEDULE D”**

#### **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:

- 1) Two weeks after one (1) year of continuous service.
- 2) Three weeks after four (4) years' continuous service completed or to be completed in any calendar year.
- 3) Four weeks after twelve (12) years' continuous service completed or to be completed in any calendar year.

- 4) Five weeks after twenty (20) years' continuous service completed or to be completed in any calendar year.
- 5) For each week of such vacation, an employee will receive a vacation allowance of two percent (2%) 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.
- 6) Employees with less than twelve months continuous service as of June 30th will be granted a vacation allowance of four percent (4%) of the employee's earnings received from the Company.
- 7) 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.

In consultation with the Union Executive the Company reserves the right to hire summer students as probationary employees during the months of May 1st through to September 15th to cover for hourly vacations. All overtime will be offered to permanent bargaining unit employees first. It shall be understood that there shall be no temporary employees in the Simcoe plant if there are bargaining unit members on layoff.

- 8) Vacations must be taken during the year in which they are earned.

The company will inform the union and employees of **any planned, plant wide vacation** shutdown by January 15th.

A plant wide shutdown will be for a period of not less than two weeks.

The company will schedule any plant wide vacation shutdown during the months of July and/or August.

The company will notify all employees by January 15th of that year, the dates of the Christmas shutdown.

Once a vacation shutdown schedule has been communicated to the plant, it will not be changed without the prior agreement of the union.

During the months of June through August the company may in consultation with the union utilize a rolling shutdown (shutting down only a section or sections of the plant). This would be in place of the plant wide summer shutdown and would be announced by January 15th of each year. A rolling shutdown would not occur more than once in any department during the period described above.

9) Employees in an occupation within a department with entitlement beyond the planned shutdown period, will have preference in their vacation time over employees within such occupation and department with less seniority, provided that their applications are submitted prior to March 1st in the calendar year and subject to the abilities of the employees remaining to perform the work involved.

- 10) The Company will notify employees with entitlement beyond the planned shutdown period, of the dates their vacation is to be taken, not later than March 15th in the calendar year.

Employees wishing vacation time prior to March 15th shall make application in the established manner at least one (1) month prior to the commencement of their requested vacation period. No later than two (2) weeks after the date of the application and a decision based on the criteria outlined above will be advised to the employee. Once vacations have been confirmed, there will be no changes without the mutual consent of the employee and management.

The company will notify any employee in writing, the denial of a vacation request.

If a conflict of vacation days requested occurs, the company will notify the effected employees by March 8th or sooner. The effected employees will then have until March 11 to re-submit. The company then must notify by March 15th all effected employees.

All employees with three (3) or more weeks of vacation would be entitled to "bank" one (1) week per year to a maximum of fifteen (15) weeks. Time banked must then be used in the fifteen (15) weeks immediately prior to retirement. Management of this program would be a company responsibility.

Employees must advise management of their **desire to bank a week by March 15th of each year**. Upon proper authorization each participating employee will have forty (40) hours of pay deducted from their vacation entitlement.

Employees may be allowed to “catch up” their vacation bank to insure that they have the maximum weeks prior to retirement. Employees must retain at least two weeks per year for vacation use.

Employees may opt out of this plan and receive payment of accrued banked hours as indicated below. It is understood that once an employee has opted out they may not re-enroll. Early withdrawal from the plan will be a monetary reimbursement and does not entitle the employee to time off in lieu.

Management would issue documentation to each employee participating in this program at the end of each year detailing how many weeks of vacation were banked.

In case of death the funds would be paid to the employee's beneficiary as indicated in the employee's records. If there is no beneficiary it shall be paid to the employee's estate. At time of use or redemption the banked time will be paid at the employee's prevailing wage. For the purposes of this clause one week will equal forty (40) hours of pay.

**“SCHEDULE E”**

**MEMORANDUM OF AGREEMENT  
BETWEEN  
NEXANS CANADA INC., SIMCOE  
AND  
UNITED STEELWORKERS OF AMERICA  
LOCAL 6187**

The parties to this agreement have agreed to extend the twelve (12) hour shift schedule from August 1, 1989; and, whereas the present Collective Agreement between the parties does not specifically deal with the working conditions pertaining to a 12-hour shift schedule, the following terms shall apply:

The parties hereto agree:

- 1) That the present agreement will be amended for those employees working the 12-hour shift schedule by substituting the following paragraphs for the equivalent paragraphs presently in the Collective Agreement;
- 2) That the amendments commence August 1, 1989 subject to cancellation in accordance with Article 13.01 of the Collective Agreement.
- 3) That the application of these amendments is limited to those employees working on the 12-hour shift schedule;
- 4) That employees not on the 12-hour shift schedule will be covered by the terms of the current Collective Agreement.



### **Article 10.13 – 12 hour shifts**

- (a) That such leave granted will not exceed fourteen (14) calendar days for any one employee on any one occasion;
- (b) That the total of such leaves granted to all employees will not exceed an accumulated total period of 1200 working hours during each year of this agreement.

### **Article 13.01 – 12 hour shifts**

There shall be a standard week as hereinafter provided for the purpose of calculating overtime. The Schedule of Hours attached hereto as "Schedule B" shall be maintained until further notice as given by the Company to the Union and posted on the bulletin boards in the plant. The normal hours of work shall be twelve (12) hours per day with the week beginning 7:00 a.m. Saturday.

### **Article 13.02 – 12 hour shifts**

The working day, including Statutory Holidays, shall be from 7:00 a.m. to the next following 7:00 a.m. The Company does not guarantee to provide work for any hours herein agreed upon.

### **Article 13.05 – 12 hour shifts**

An employee will be paid two (2) times his or her basic hourly rate for:

- (a) All hours worked in excess of fourteen (14) hours during any working day on any shift.

- (b) Time worked on Sunday, unless this is part of a regularly scheduled shift.
- (c) Time worked in excess of twelve (12) hours on a regularly scheduled shift, starting within the period of 7:00 a.m. Saturday to and including 7:00 p.m. Sunday.
- (d) Time worked in excess of twelve (12) consecutive hours on Saturday.

### **Article 13.08 – 12 hour shifts**

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, to a maximum of eight (8) hours, 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. However, payment for such holiday will nevertheless be made if the employee was absent from shift the day before or the day after due to verified illness, death in the immediate family, jury duty, or was laid off for lack of work within the three working days immediately preceding such holiday, or where special permission to be absent has been granted by the Company.

Heritage Day, if declared by the Federal Government as a statutory holiday, will be observed as a paid holiday additional to those provided for in the Collective Agreement.

An employee who is absent from work for a total of no more than four (4) days which fall wholly within the period extending from two (2) days before to two (2) days after a statutory holiday, due solely to personal illness verified to the satisfaction of the Company, shall be paid for that statutory holiday.

#### **Article 14.06 – 12 hour shifts**

An employee on the 12-hour shift operation whose regularly scheduled shift calls for him/her to be on duty on a Saturday or Sunday will be paid a premium rate of time and one half (1.5) for such hours worked on each or either of these days.

#### **Article 14.07 – 12 hour shifts**

A premium per hour will be allowed to an employee on the 7:00 p.m. to 7:00 a.m. shift. But in no case shall the premium be considered as part of the employee's base rate. The premium will be as follows:

Effective February 20, 2002 \$0.62

Effective February 20, 2003 \$0.65

Effective February 20, 2004 \$0.68

## **HOURS OF WORK – 12 hour shifts**

Employees on 12-Hour Shift Operation:

<b>SHIFT NUMBER</b>	<b>HOURS OF WORK</b>
Day	7:00 a.m. - 7:00 p.m.
Night	7:00 p.m. - 7:00 a.m.

The above hours include two (2) paid lunch periods, 30 and 15 minutes respectively.

A five (5) minute wash-up period will be allowed each employee immediately prior to the first lunch period and a three (3) minute wash-up period immediately prior to the second lunch period.

It is understood and agreed that the Company will stagger the lunch periods to permit the uninterrupted operation of enamel, drawing, wrapping and other production machines.

Granting of those wash-up periods are subject to cancellation if the privilege is abused by employees quitting work in advance of the prescribed time, or otherwise extending the total time allowed for wash-up and lunch.

## **WAGE SCHEDULE AND JOB CLASSIFICATION 12 HOUR SHIFTS**

- 1) All employees except those in the Electrical and Mechanical sections of Maintenance will start at the starting rate.

After four hundred (400) hours worked they will be increased to the minimum of the job range to which they are assigned.

Following increase to the minimum of the rate range of the job to which he is assigned, an employee's hourly rate will be increased by one-third the difference between the minimum and maximum of the rate range each 400 hours worked thereafter, until the maximum of the rate range is reached.

- 2) Employees in the Electrical and Mechanical sections of Maintenance or floor workers who start at the minimum of the job range in which they will remain, will receive an increase of one-third the difference between the minimum and maximum of the job range on completing their first 400 hours worked and upon the completion of each 400 hours worked thereafter, until the maximum of their rate range is reached.

Increases will be effective on the first day of the pay period following or coinciding with the completion date of each 400 hours worked period.

### **Weekly Indemnity – 12 hour shifts**

In order to establish a claim, an employee must have missed 24 hours of work.

## **“SCHEDULE F”**

### **HEALTH AND WELFARE PLAN**

#### **Group Life Insurance**

The Company fully pays a Group Life Insurance Plan for the benefit of its employees with coverage as follows:

Effective February 20, 2002 – \$30,000

Effective February 20, 2003 - \$31,000

Effective February 20, 2004 - \$32,000

Accidental Death and Dismemberment coverage is:

Effective February 20, 2002 - \$30,000

Effective February 20, 2003 - \$31,000

Effective February 20, 2004 - \$32,000

This plan features a total disability clause and conversion privileges without medical examination for those who leave the Company's employ.

#### **Weekly Indemnity Benefit**

An employee totally disabled as a result of sickness or accident of a non-occupational nature under the care of a licensed physician is eligible for weekly indemnity benefits as follows:

Effective February 20, 2002 - \$440

Effective February 20, 2003 - \$450

Effective February 20, 2004 - \$460

Accident and hospitalization benefit commences on the first day of absence from work. Effective February 20, 2000, day surgery will commence on the first day of absence from work.

Sickness benefit commences after 24 hours of work has been missed.

Maximum period of benefit payment is 42 weeks.

WI benefits can be extended for terminally ill employees if determined by a family physician or family physician recommended specialist. However, the insurance carrier would be involved for a disability pension request.

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

When an employee's weekly indemnity payment is unduly delayed through no fault of the employee, the Company agrees that it will advance the payment to the employee. These payments will stop and repayment shall begin as outlined under Payment Advances immediately following disposition of the W.I. claim.

### **Weekly Indemnity Appeal Process**

When a WI claim is denied, the following must occur;

The Union President is to receive a copy of the denial letter.

If an appeal is to be made, the appeal panel will meet to discuss the appeal.

The employee in question has a right to have in attendance, at this meeting who he/she wishes there from the panel.

The panel will consist of; Human Resources Manager, any other management representative, Union President, Chief Steward, or any designated alternatives.

## **Return to Work Procedures**

Any employee that is returning to work either from Weekly Indemnity or Workers' Compensation, is expected to first receive clearance from the Human Resources Manager. If circumstances prevent the Human Resources Manager from being contacted, only then may the employee receive clearance from either his/her department manager or immediate supervisor. However, any employee with work restrictions may only receive clearance from the Human Resources Manager or an alternate Company official.

## **Ontario Health Insurance Plan**

The Ontario Health Insurance Plan provides coverage for basic surgical-medical-diagnostic benefits, and benefits and basic ward hospitalization benefits for employees and their eligible dependents, and a condition of employment subject to Provincial Legislation. Additional semi-private hospital accommodation and major medical benefits are provided through our private policy as a supplementary benefit.

This supplementary benefit becomes effective on the first day following the completion of one (1) month's service.

## **Dental Plan**

The basic preventative plan was implemented by the Company effective October 1, 1976. The cost of this benefit is to be shared 75% by the Company, 25% by the employee.



Effective February 20, 2002 - 2001 O.D.A. Fee Schedule  
Effective February 20, 2003 - 2002 O.D.A. Fee Schedule  
Effective February 20, 2004 - 2003 O.D.A. Fee Schedule  
include root canal and periodontal scaling.

Orthodontics. Premiums **are** paid 75% by the company and 25% by the employee.  
Effective February 20, 2001 - \$2000

Dentures/periodontal. Premiums are paid 75% by the company and 25% by the employee. 50% benefit to \$1,000 per year; effective February 20, 2003.

**The Health and Welfare Plan is not a part of the Collective Agreement, but is reproduced here so that employees may be informed of the nature and extent of benefits that are in effect. Questions of interpretation or policy should be brought to the Personnel Office.**

### **Health and Welfare Premiums**

The Company will pay the full cost of health and insurance coverage for an employee who is absent in excess of ten (10) consecutive working days on verified weekly indemnity claim or Workers' Compensation benefit, for a period of twelve (12) months or a period equal to his/her length of service as established at the time such absence began, whichever is lesser.

### **Employee Assistance Program**

The company will provide an Employee Assistance Program to all employees.

## **Major Medical Drug Card**

The Company agrees to provide a major medical drug card.

Effective February 20, 1999 - \$2.00 deductible

## **Doctor's Notes**

The Company agrees to pay the full price for the completion of Doctor's notes when requested by the Company.

## **Vision Plan**

The Company agrees to provide a vision plan for employee's and families.

Effective February 20, 2001, maximum coverage is \$170.00 per pair of glasses, per person.

Effective February 20, 2003, maximum coverage is \$180.00 per pair of glasses, per person.

Effective February 20, 2004, maximum coverage is \$190.00 per pair of glasses, per person.

Only one (1) pair is obtainable in a two (2) year period, per person.

The Company agrees to cover seventy five (75) percent of the premium, with the employee being responsible for twenty five (25) percent of the premium.

This plan is voluntary for each employee, and an employee is eligible for coverage after three (3) months of service.

## **Pension Plan**

The Simcoe negotiated non-contributory pension established by agreement between the Company and the Union dated February 20, 1994 will form a supplement to the Collective Agreement.

## **LETTERS OF UNDERSTANDING**

### **Benefit Plans**

May 20, 1992

The Company agrees that there will be no reduction in level of current benefits covering as a result of any change to a different insurance carrier.

The Company will provide as early as practical a booklet outlining benefit plans.

The parties agree to renew this letter effective February 20, 2002.

### **Plant Closure/Severance:**

In the event of plant closure within the life of this agreement, the Company shall advise the Union President in writing indicating the reason for the action as early as practically possible within the process. Immediately thereafter, the Union Executive and Company representatives will meet and shall bargain in good faith and make every reasonable effort to bargain an adjustment plan.

The adjustment plan may include any of the following.

1. Considerations of alternatives to terminating employees employment.

2. Human resources planning and employee counselling and retraining.
3. Notice of termination.
4. Severance pay and termination pay.
5. Entitlement to pension and other benefits including early retirement benefits.
6. A joint management/union process for overseeing the implementation of the adjustment plan.
7. Such other matters that the parties may agree upon.

An adjustment plan agreed to by the parties is enforceable as if it were part of the collective agreement.

The parties agree to renew this letter effective February 20, 2002.

### **Pension Plan**

Effective February 20, 2002 the pension is \$40.00 per month X yrs of service

Effective February 20, 2003 the pension is \$43.00 per month X yrs of service

Effective February 20, 2004 the pension is \$45.00 per month X yrs of service

Effective February 20, 1999 employees are eligible to retire at age 60 with at least 25 years of service with a bridge to age 65 as follows:

Effective February 20, 2002, \$13.00 per month X yrs of service

Effective February 20, 2003, \$14.00 per month X yrs of service

Effective February 20, 2004. \$15.00 per month X yrs of service

**Note:** Pension bridging can be attained at age 55 at a reduced rate. See human resource department for more information.

### **Company/Union Pension Advisory Committee**

At the request of either party a meeting will be held up to once per year between company representatives and up to 2 union representatives to discuss the operation of the pension plan.

This Pension Advisory Committee will be responsible for:

- 1 Reviewing the operations of the plan.
- 2 Establishing forms of communications to employees with respect to the rights and obligations of employees under the plan.
- 3 Reviewing documents filed in compliance with government regulations applicable to the plan.
- 4(a) Reviewing the report of the Actuary for the plan so as to monitor the validity of actuarial assumptions in relation to experience.
- (b) Reviewing investment experience of the Pension Trust Fund for the previous year.
- (c) The Company or Union representatives may be accompanied at the meeting by a consultant, auditor or other relevant specialist if requested by either party.

The Committee may make recommendations to the Company with respect to any proposed changes or amendments to the ongoing administration of the Pension Plan but shall not have the authority to amend, modify or alter any of the specific provisions of the Agreement.

## **Weekly Indemnity/Workers' Compensation Payment Advances**

Upon receipt of an appropriately completed medical verification in the format of the Work Restriction Form, the Company shall advance funds in the equivalent of the current Weekly Indemnity benefit to employees absent from work for a period beyond two (2) calendar weeks. This will be conditional upon the employee signing an agreement to repay the advance in full immediately following disposition of the W.I. or W.C. claim, whichever is the case.

Failure on behalf of the employee to honour the repayment agreement will automatically result in the Company reducing net pay per week by up to twenty five (25) percent, starting with the first pay upon return to work and continue until the amount is collected in full.

In the event of a denial by W.S.I.B. of an employee's claim, the Company agrees to forward Weekly Indemnity applications to the designated insurance carrier for their normal processing.

This letter of understanding will expire with the Collective Agreement.

## **Humanity Fund**

The Company agrees to administer on behalf of the Union, a Humanity Fund, which is to be in place by April 1, 1994.

## **Overtime Allocation**

The union and the company agree to amend the overtime policy so that the overtime worked outside the department will be distributed according to the current provisions of the joint overtime policy.

We also agree to amend the policy to require that: Employees working overtime on special projects not be called for regular overtime until all other people who normally perform the work in question have been called.

## **Hours of Work**

The union and the company agree to review the shift schedule for the CTC day operators and weigh bench operators.

If these operations are not on 12 hour shift rotation then one of the following actions will be taken;

- 1) They will be scheduled within the 12 hour rotation
- 2) Base hours will be reduced to 40 hours per week.

## **12 Hour Shift Schedule**

The Union and the Company agree to amend the current 12 hour continuous shift schedule.

The following describes the new shift schedule.

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	Mon	Tue	Wed	Thu	Fri	Sat	Sun
<b>Week 1</b>	Days	Days	Off	Off	Days	Days	Days
<b>Week 2</b>	Off	Off	Days	Days	Off	Off	Off
<b>Week 3</b>	Nights	Nights	Off	Off	Nights	Nights	Nights
<b>Week 4</b>	Off	Off	Nights	Nights	Off	Off	Off
<b>Week 5</b>	Days	Days	Off	Off	Days	Days	Days

It is agreed that this will be implemented on a one year trial basis to be reviewed by the Union/Management Committee.

Either party may at that time indicate their desire to revert or change the shift schedule given 30 days notice.

### **Union Recognition**

The Company agrees to issue a written letter to all management outlining the restrictions for performing union work as outlined in Article 2.

Failure of management staff to comply with this article shall lead to disciplinary actions.