

# COLLECTIVE AGREEMENT

BETWEEN



**ALCATEL**

CANADA WIRE

**ALCATEL CANADA WIRE INC.  
FERGUS, ONTARIO**

AND



**LOCAL UNION 636 - UNIT #44**

**OF ME**

**INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS  
A.F. OF L., C.I.O., C.F. OF L**

11 MARCH 1996 - 1 MARCH 1999

SOURCE	CO.		
EFF.			
TERM.			
No. OF EMPLOYEES	230		
NOMBRE D'EMPLOYÉS	570		

11479(01)

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**COLLECTIVE AGREEMENT** made this 11th day of  
March 1996

BETWEEN:

**ALCATEL CANADA WIRE INC., Fergus, Ontario**  
incorporated under the laws of the Dominion of  
Canada hereinafter called "the Company"

OF THE FIRST PART

- and -

**LOCAL UNION 636 of the INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL WORKERS,  
A.F. OF L., C.I.O., C.F. OF L.** 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 all employees of Alcatel Canada Wire Inc., at Fergus save and except Foremen, persons above the rank of Foreman and office staff. It is understood all references to the male gender will include and denote female gender as well.

**1.02** The purpose of this Agreement is to maintain a harmonious relationship between the parties thereto and to provide an amicable method of settling any differences or grievances which may arise with respect to matters covered by this Agreement.

**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

1. The Company will deduct each week from the pay of all employees covered by this collective agreement, an amount equivalent to the regular monthly Union dues as established by the Union times twelve (12) divided by fifty-two (52). Upon successful completion of the probationary period by the Employee, the Company will also deduct an amount equivalent to the initiation fee as established by the Union. The amount so deducted will be forwarded to the Financial Secretary of Local Union 636, by the 15th day of the following month, along with an alphabetic listing showing for and on whose behalf such deductions were made.
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 from which Union dues are deducted as stated in 1. above. Such absence will be noted on the list of names submitted to the Union each month at the time the deductions were forwarded.
3. 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 any employee or employees for amounts deducted from earnings as herein provided.
4. The Company shall provide a semi-annually updated listing of employee addresses to the Toronto Office of Local 636 I.B.E.W. at the request of the Union.

5. The Company agrees to grant all members of the bargaining unit access to their personnel files outside of regular working hours, provided reasonable notice is given.

### **ARTICLE 3 MANAGEMENT RIGHTS**

**3.01** The Union agrees that subject to the provisions of this Agreement it is the exclusive right and function of the Company to:

- (a) Maintain order, discipline and efficiency among its employees, hire, discharge, discipline for just cause, lay-off, classify, assign to jobs, transfer, promote and demote its employees, provided that any exercise of these rights in conflict with provisions of this Agreement may be subject of a grievance and dealt with as hereinafter provided.
- (b) 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**

- (a) The Company and the Union agree that there shall be no discrimination against any member of the bargaining unit in the matter of hiring, wage rates, training, promotion, transfer, lay off, recall, discipline, classification, discharge, or otherwise by reason of race, ancestry, place of origin, color, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or handicap, nor in the exercise of his or her rights under this Agreement, or because of his activity or lack of activity in or in respect of any trade union or employees' organization.
- (b) The Company agrees to fulfill their obligations relative to sexual harassment within the requirements of the Human Rights Code of Ontario.

**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 & COMMITTEES**

**5.01** The Union shall appoint Stewards who shall be employees other than probationary employees of the Company in the ratio of one (1) Steward for each thirty (30) employees in the Bargaining unit with provision for a minimum of three (3) Stewards on each shift who shall be recognized in all matters pertaining to employer-employee relations.

**5.02** The Grievance Committee shall be composed of three (3) employees, provided, however, that no probationary employee shall be eligible to be a member of the

said Grievance Committee. Full time Union Business Representative or designate may also be in attendance for this meeting at Stage 3 of the grievance procedure.

**5.03**

- (a) The Negotiating Committee shall be composed of three (3) employees who shall be employees other than probationary employees of the Company. Full time Union Business Representative and/or International Representative shall also be in attendance for this meeting.
- (b) The Company will pay the members of the Negotiating Committee their regular hourly rate for time away from their scheduled work while engaged in the negotiation of a Collective Agreement with the Company, including meetings with conciliation services or mediation officers.

**5.04 Occupational Health and Safety Committee**

- (a) An Occupational Health and Safety committee comprised of eight (8) persons, four (4) of whom shall be appointed by the Union, shall be formed.
- (b) The Company and the Union shall meet and tour the plant regularly once each month during working hours to study matters pertaining to the safety and industrial health of employees and to make appropriate reports to management.

**5.05** The Union will certify in writing to the Company the name of their Stewards, Grievance Committee, Negotiating Committee, Union Management Committee, and Occupational Health and Safety Committee authorized to act hereunder from time to time and the Company will not be required to recognize them until certified. The Company will meet the Committees and Stewards so recognized and will deal with them on those matters properly arising out of this Agreement with which they are concerned and they in turn will co-operate with the Company in this respect.

**5.06**

- (a) The Union acknowledges that Stewards, Union Officers and committee members, like other employees, have regular duties to perform on behalf of the Company and all of these shall report to their Foreman and request permission to leave their job to investigate grievances or to attend any meeting with representatives of the Company as authorized by the Company during working hours. Such permission shall not be unreasonably withheld.
- (b) Stewards, Union Officers and committee members shall be paid at their regular hourly rate and any applicable overtime premium for time spent at meetings with the Company during or outside of their scheduled working hours, including any cost of living allowance in effect and the shift premium applicable to their scheduled shift.
- (c) The Unit #44, I.B.E.W. Local 636 Unit Chairperson or designate will be allowed paid time including shift premiums and if applicable, overtime premium shall apply if the employee normally works the Modified Work Week. The purpose of this leave is to facilitate the orderly adjustments to any grievances, complaints, or disputes which may arise from time to time between the Company and the Union if requested by the Company.

**5.07** The Elected Officers and Chief Steward of the local Union while holding such office shall be retained by the Company in the event of layoff as long as there is work that they are qualified and willing to perform.

**5.08** The Company shall give each new employee when hired a printed copy of this Agreement. During the orientation period the new employee and one of the Unit Executive shall be allowed paid time for union purposes.



ARTICLE 6  
GRIEVANCE PROCEDURE

	Meeting Required	Submission	Reply From
<b>1. Verbal Complaint</b>	Yes		24 hours
<b>2. Stage One - Written Grievance</b> Steward Foreman Employee	If necessary	Within 10 working days after incident 48 hours	24 hours
<b>3. Stage Two</b> Griev Com Mem. Prod. Mgr. or Steward equiv. authority Employee	Yes		48 hours
<b>4. Stage Three</b> Griev Com (3) Operations Employee Manager Full time union Rep Steward	Yes	Notice in writing 5 days	Meeting in 3 days. reply in 5 days
<b>5. Group/Policy Grievance</b> Griev Com (3) Operations Employee Rep. Manager Full time union Rep.	Yes	Meeting - Notice in 5 days.. reply 14 days	Meeting - in 5 days. reply 14 days
<b>6. Arbitration</b> Selected by Union Selected by Company	Yes	Within 20 days following receipt of answer at Stage 3 or decision given on grievance between Union and Company.	As Arbitrated.

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**6.01** The parties hereto are agreed that complaints of employees should be dealt with as quickly as possible. If an employee (or employees) has any complaint he shall, together with the Steward, present it verbally to his Foreman within ten (10) working days after the incident giving rise to the alleged grievance occurred, or has or ought to have come to the attention of the employee concerned. If the complaint is not settled to the satisfaction of the employee (or employees) 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) together with the Steward shall present such grievance to the 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 answer of the Foreman shall be in writing. If a settlement satisfactory to the employee (or employees) concerned is not reached within twenty-four (24) hours then:

**6.03** Stage Two:

The Grievance Committee may, within a period of forty-eight (48) hours after the decision was given or should have been given, if none was given in Stage One, present such grievance to the Superintendent (or equivalent authority designated in this stage) together with the Steward and/or employee involved. If a settlement satisfactory to the Grievance Committee is not reached within forty-eight (48) hours thereafter then:

**6.04** Stage Three:

The Grievance Committee may, by notice in writing to the Manager to be given in five (5) 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 Manager shall notify the Grievance Committee and Steward 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 Manager.

The Manager will give a decision in writing within five (5) days after the meeting has been held. The Manager will not be called upon to meet more than three Grievance Committee members and Steward together with the employee involved, at any one time. A full-time representative of the Union shall be present at Stage Three. The Union shall have the right to initiate a group grievance or a grievance of a general nature at Stage Three of the Grievance Procedure.

**6.05** 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 representatives of the Union and representatives selected by the Company for that purpose.

The decision of the Union or the Company, as the case may be, shall be given within fourteen (14) days after the meeting has been held.

**6.06** Should there be any dispute concerning the interpretation or alleged violation of this Agreement which has not been satisfactorily settled under the foregoing provision, the matter may then be submitted to Arbitration within twenty (20) days following receipt of the answer at Stage Three, or the decision of the Company or the Union in the preceding paragraph was given or should have been given if none was given.

**6.07** The time limits of proceeding to Stage Two, Stage Three and Arbitration shall be observed by the party initiating the Grievance or the Grievance shall be deemed to have been abandoned.

**6.08** All times expended by a Steward and/or a Grievance Committee member during working hours, including thirty (30) minutes paid preparation time, in the execution of his duties under the various stages of the Grievance Procedure shall be paid for by the Company at

such employee's regular hourly rate of pay, including meetings where the Union has requested the services of a Grievance Mediation Officer from the Ministry of Labour.

Grievance hearing shall be held during the working hours wherever possible.

**6.09** Saturdays, Sundays and Paid Holidays shall not be counted in determining the time within which any action is to be taken under this Article.

**6.10** 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.

**6.11 Arbitration**

In any case in which a Board of Arbitration shall be required under this Agreement, the Board shall consist of three (3) members. Within five (5) days from the date of receipt of written notice of Arbitration the Company and the Union shall appoint an arbitrator and the two so appointed shall select the third arbitrator, but should they fail to agree within five (5) days upon the appointment of the third arbitrator, such third arbitrator shall be appointed by the Minister of Labour of Ontario. The third arbitrator shall be the Chairman of the Board.

**6.12** No person may be appointed as an arbitrator who has been party to an attempt to negotiate or settle the grievance.

**6.13** The award of the Arbitrators shall be confined to determining the issues set out in the grievance.

**6.14** The findings of the majority of the Board of Arbitrators as to the facts and as to the interpretations of 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. If there is no majority decision the decision of the Chairman shall govern.

**6.15** The Company and the Union shall respectively pay the expenses of the Arbitrator appointed by each and the expenses of the Chairman shall be borne equally by the Company and the Union.

**6.16** In cases of suspension, discharge or discipline grievances, they may be settled by confirming the Company's decision in discharging or suspending the employee or by reinstating him without loss of seniority and reimbursing him in full or by any other arrangement which is just and equitable in the opinion of the Board of Arbitration.

**6.17**

- (a) Notwithstanding the above provisions of Article 6, it is recognized that either party to this Agreement may request the Minister of Labour for Ontario to refer to a single arbitrator, to be appointed by the Minister, as provided in Section 49 of the Labour Relations Act of Ontario or as amended. In the case of a single arbitrator, the contents of this Article shall read accordingly.
- (b) It is further agreed that either party to this Agreement may name a single arbitrator to substitute for a Board. If the other party agrees, the contents of this Article shall be read accordingly.

**ARTICLE 7  
NO CESSATION OF WORK**

**7.01** In view of the orderly procedure set out in this Agreement for settling differences respecting the interpretation or alleged violation of this Agreement, the Union agrees that there shall be no strike, stoppage or slow-down by the employees during the life of this Agreement.

**7.02** 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 8**  
**SUSPENSION, DISCHARGE AND**  
**DISCIPLINE CASES**

**8.01** 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) working 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 8.

**8.02** The Company on reaching a decision will, at the time of suspension or discharge, advise the Unit Chair or Chief Steward of the reasons in writing when an employee has been suspended or discharged.

**8.03** 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) working days after such discipline and not otherwise.

**8.04** 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 so suffered made good to such employee.

**8.05** In cases of suspension, discharge or discipline grievances they may be settled by confirming the Company's decision in discharging or suspending the employee or by reinstating him without loss of seniority and reimbursing him in full or by any other arrangement which is just and equitable in the opinion of the Board of Arbitration.

**8.06** A verbal or written notice which has been in an employee's personal file for fifteen (15) months ~~will~~ not be used against him in the administration of discipline provided no other verbal or written notice has **been** issued for the same or similar offence within that fifteen (15) month period. Letters of discipline to be removed from the employee's personnel file after the fifteen (15) month period has expired, upon request from the Union.

## **ARTICLE 9 SENIORITY**

**9.01** "Seniority" where used in this Agreement, shall mean the relative status of persons in the bargaining unit 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 the correction of errors and omissions; and for the purposes of this Agreement, service shall not be *deemed broken off* by a lay-off, sickness or accident, unless ~~aid~~ until seniority is lost as hereinafter provided.

**9.02** An employee shall attain seniority status under this Agreement on completion of forty-five (45) days worked with the Company and shall thereupon have his seniority dated from the beginning of the probationary period. Upon mutual agreement of the union and the company, the probationary period of ~~ai~~ employee may be extended by an additional twenty-five (25) days worked. Prior to the expiration of this probationary period, an employee shall be considered probationary. There shall be no responsibility on the part of the Company to re-employ probationary employees who are laid off or discharged. The discharge or laying off of a probationary employee shall not be made the subject of a grievance under the Agreement.

**9.03** An employee must complete his probationary period within a period of twelve (12) consecutive months. In such cases where service is not continuous from date of first hiring, the seniority date thus acquired shall be established on the forty-fifth (45th) working day immediately

preceding the date on which his probationary period is completed.

**9.04** Seniority shall be lost and employment terminated if a person employed by the Company:

- (i) quits; or
- (ii) is discharged and is not reinstated under the terms of this Agreement; or
- (iii) overstays a leave of absence without securing an extension of such leave from the Company;
- (iv) is absent from work for a continuous **period** of more than twenty (20) months or a period equal to his length of service as established at the time such absence began, whichever is the lesser, for any reason other than leave of absence granted by the Company in advance or an injury for which he received Workers' Compensation Board benefits;
- (v) 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 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 seniority or more, but less than five (5) years' seniority; or for a period of more than twenty-four (24) months in the case of an employee having five (5) or more years' seniority;
- (vi) 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, **unless** it can be established that he was prevented from notifying the Company for reasons beyond his control.

**9.05 Lay-off and Recalls**

- (a) In the event of lay-off for a period of one (1) week or more, due to lack of work, the Company agrees to



give five (5) working days notice unless otherwise required by the Employment Standards Act. If the Company fails to provide work for any part of the five (5) days notice referred to above, an employee who is available to work out the notice will receive pay in lieu thereof.

(b) In all cases of lay-off and/or recall seniority shall govern provided that the senior employee who is retained has the skill and ability to perform the job of the employee whom he displaces, including employees with lesser seniority in higher paid classifications.

(c) Layoff, Job Elimination/Amalgamation

The Company and the Union recognize that in cases of layoff, job elimination/amalgamation, junior employees may at times be laid off to accommodate senior employees and the following procedure shall apply:

In the event of a lay-off or job elimination, amalgamation the employee whose job becomes redundant will be given the choice, in order of seniority and skill and ability to perform the job, of filling any vacancies which are available or made available by laying off a junior employee at the time of redundancy.

In the event an employee who was made redundant is not capable of performing one of the vacancies above, he will be placed in a position which he is capable of performing which is currently filled by an employee with less seniority.

(d) In the event that an employee exercising his seniority rights does not have the skill and ability to perform a job held by a junior employee, he shall then be laid off and await recall to his normal job or another job in accordance with his seniority rights.

**9.06** No employee possessing seniority shall be laid off until all probationary 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 probationary employee.

**9.07** When recalling a laid-off employee who retains his 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. 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 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 seniority shall consequently be lost.

**9.08** When an employee has been laid off, the Company shall notify the Union in writing to that effect, stating the reason for the lay-off, The Company shall notify the Union in writing when an employee is to be recalled.

**9.09** When an employee has been recalled from lay-off and is working on a job other than that from which he was laid off and his original job becomes available within six (6) months of his being recalled, then he shall be given the opportunity of returning to his original job without that vacancy having to be posted. The vacancy then created by his return to his original job if he accepts return as provided above, or the original job itself, if he declines return shall be

- (i) made available to another employee who was recalled under the same circumstances  
or
- (ii) made available to the most senior employee on the recall list, if such exists at the time  
or
- (iii) posted in the required manner under the Job Posting provisions of the Collective Agreement unless the vacancy be in Job 1 level - in that order.

**9.10** When a vacancy occurs in a job from which an employee was laid off more than six (6) months after he has been recalled to another job, then it will be posted in keeping with the Job Posting provisions of the Collective Agreement and his application will be given due consideration.

**9.11 Promotion, Demotion And Transfer**

In all cases of promotion, demotion and transfer of employees (except to or in categories outside the bargaining unit) the Company shall consider the following two (2) factors:

- (1) seniority
- (2) the requirements and efficiency of operations and the skill and ability of the employee to do the job.

When, after consideration by the Company factor two (2) is relatively equal, seniority shall govern. Any test procedure shall be provided to the Union prior to posting and included on the posting notice.

**9.12 Transfer**

Absence from employment in the Fergus Plant because of transfer to some other plant of the Company, or other employment with the Company in the Fergus Plant outside the bargaining unit, from which other plant or other employment the employee returns to employment in Fergus Plant bargaining unit, will not break seniority, provided the employee's absence for this purpose does not exceed six (6) months.

**9.13 Job Posting**

When a job vacancy occurs in or a new job vacancy is created within the bargaining unit, the Company agrees to post such job vacancy detailing the duties and setting forth the primary operation of the job vacancy. Each job vacancy shall be posted on all plant Bulletin Boards for a period of five (5) consecutive working days. Each job posting notice will be numbered and a copy showing the successful applicant sent to the Recording Secretary.

**9.14** Only the original job vacancy and any job vacancy created by filling of the original job vacancy will be posted, however, an additional job posting will be made if the remaining job vacancy is a straight day job.

**9.15** Any employee in the bargaining unit, after discussing all operations of the job with the Foreman, may make written application to fill the job vacancy as posted, within the five (5) day period referred to herein. It is understood that any application filed under section 9.13 of this Article may not be withdrawn without just cause.

**9.16** The Company will not be required to post job vacancies while there are employees on lay-off with recall rights or if the vacancy occurs in Job 1 level, unless the Job 1 vacancy is a straight day job. If two (2) or more employees apply for the job vacancy, then the employee with the greatest seniority shall be granted the job providing he is capable of performing said job.

**9.17** If at the conclusion of the five (5) day period no applications have been received from employees in the bargaining unit, the Company will fill the vacancy from a source of its own choosing.

**9.18** It is agreed by both parties that job postings which remain open and unfilled for a period in excess of the three (3) months from the date of posting will be re-posted if a decision is reached by the Company to re-activate the position.

**9.19**

- (a) Applications for a job posting which involve a lateral or downward transfer will be accepted only from employees who have a minimum of fifteen (15) months seniority.
- (b) An employee shall not be entitled to post for a job vacancy, excluding straight day jobs, if he has been awarded a previous job within a six (6) month period.

**9.20** An employee going on vacation may pre-apply, under the Job Posting provisions, with the Human

Resources Department indicating his job preference should a job vacancy become available during his absence.

**9.21** When multiple job postings occur, employees that apply for more than one (1) job opening shall indicate their preference by job vacancy number, in writing, when applying for the job postings.

**9.22 Leave of Absence**

The Company will grant leave of absence without pay to an employee for a reasonable time, for good cause, subject to production requirements.

**9.23** The Company will grant leave of absence without pay to attend Union conventions to not more than three (3) hourly rated employees at any one (1) time subject to the following conditions:

- (i) that the Union give at least one (1) week's written notice to the Company designating the hourly employees for whom leave is desired;
- (ii) that the total of such leaves granted to such employees will not exceed an accumulated total period of thirty (30) working days during a calendar year;
- (iii) that production requirements will allow such employees to be absent.

**9.24** The Company will, on application from the Union, grant one (1) year's leave of absence without pay to not more than one (1) employee of the Company for full time service with the Union. Termination of this Agreement will cancel any such leave of absence.

**9.25** Employees granted leave of absence under these provisions shall accumulate seniority during their absence. Every permit of leave of absence must be in writing and signed by an authorized Company official.

**9.26 Reporting Absence**

An employee who is unable to report for work for any rea-

son will notify the Company, if possible before the beginning of his shift.

**ARTICLE 10**  
**SENIORITY LISTS**

**10.01** Seniority List of employees shall be prepared and maintained by the Company and shall be posted on the Bulletin Board. This list shall be revised and brought up to date at least once during every three (3) month period, during the life of this Agreement, and five (5) copies of each list shall be given to the Union.

**ARTICLE 11**  
**VACATIONS WITH PAY**

**11.01** Employees who are on the payroll of the Company at June 30th of any calendar year shall receive a Vacation with Pay subject to the following conditions;

**11.02** Two (2) weeks after one (1) year of continuous service completed by June 30th.

**11.03** Three (3) weeks after four (4) years continuous service completed or to be completed in any calendar year.

**11.04** Four (4) weeks after eleven (11) years continuous service completed or to be completed in any calendar year.

**11.05** Five (5) weeks after twenty (20) years continuous service completed or to be completed in any calendar year.

**11.06** For two (2) weeks vacation with pay under 11.02 an employee will receive a Vacation Allowance of four percent (4%) of the total wages paid him by the Company in the twelve (12) month period ending with the first pay period ending in June of the vacation year.

**11.07** For three (3) weeks vacation with pay under 11.03 an employee will receive a Vacation Allowance of six percent (6%) of the total wages paid him by the

Company in the twelve (12) month period ending with the first pay period ending in June of the vacation year.

**11.08** For four (4) weeks vacation with pay under 11.04 an employee will receive a Vacation Allowance of eight percent (8%) of the total wages paid him by the Company in the twelve (12) month period ending with the first pay period ending in June of the vacation year.

**11.09** For five (5) weeks vacation with pay under 11.05 an employee will receive a Vacation Allowance of ten percent (10%) of the total wages paid him by the Company in the twelve (12) month period ending with the first pay period ending in June of the vacation year.

**11.10** However, when an employee with one or more years continuous service as of June 30th has been absent in excess of two (2) weeks but less than fifty-two (52) weeks on verified Weekly Indemnity claim or Workers' Compensation benefit from June 30th of the previous year, then his Vacation Allowance shall not be less than the 80, 120, 160, or 200 hours for which he has vacation entitlement under 11.02, 11.03, 11.04 or 11.05 times his regular hourly rate.

**11.11** Employees with less than twelve (12) months continuous service as of June 30th will be granted a Vacation Allowance of four percent (4%) of the employee's total earnings received from the Company.

**11.12** An employee who terminates his employment after completing one (1) or more years of continuous service, will be paid vacation pay pro-rata at the appropriate percentage based on his service, of the total wages paid him by the Company from the date his Vacation Allowance was calculated in the previous year until the date of his termination. An employee discharged for cause will be paid only the vacation pay to which he is entitled under the Ontario Employment Standards Act.

**11.13** Vacations will be scheduled to conform to the requirements of the business and shall be taken at such

t i e as the Company may determine. However, every effort will be made to schedule vacations at the time requested by employees. If the Company anticipates a two (2) week summer shutdown, the employees will be notified of the Company's intention in writing by February 15 of the calendar year.

**11.14** Vacations must be taken during the year in which they are earned. Employees absent in excess of the provisions of section 11.10 may forego all or part of vacation by mutual agreement between the Company and the Union.

**11.15** If one (1) of the paid holidays listed in Section 12.12 of this Agreement occurs during the period of a vacation granted hereunder, an employee who would otherwise have been eligible shall receive, in lieu of payment for the paid holiday, an additional day of paid vacation, payment for such day to be computed on the basis of eight (8) times his regular hourly rate of pay. This additional day is to be taken as part of the regular vacation.

**11.16** Employees with vacation entitlement in excess of the planned vacation shutdown period must advise the Company at least nine (9) calendar days in advance, of the date on which they plan to take the additional vacation t i e . Conflicts with respect to vacation requests submitted during the posting of the vacation schedule, March 1st to April 1st, will be determined on the basis of seniority. Conflicts with respect to vacation requests made after the posting of the vacation schedule, to be confirmed April 15th, will be determined on the basis of first come first served. Modified work week employees to also provide nine (9) calendar days for scheduling vacation.

**11.17** Vacation payment for which the employee is qualified shall be made on the scheduled pay day prior to the commencement of the employee's vacation. The Company shall pay out the employee's full vacation entitlement as of June 30th of the qualifying year if requested by the employee prior to June 1st of the qualifying year.



Such requests will be confirmed in writing by the employee one (1) week in advance.

**11.18** Vacation Task Force Committee to review employees taking a split week vacation in 1997 on a trial basis.

**11.19** Employees will be allowed to schedule their floating holidays on an individual basis provided they give the Company a minimum of nine (9) calendar days notice. Floating holidays will be distributed according to the requirements of business and on the basis of seniority, according to the following table:

Number of Employees in Department	Maximum #/Department
1 - 6	1
7 - 12	2
13 - 18	3
19 - 24	4
Etc.,	

Modified Work Week employees to provide nine (9) calendar days notice for scheduling floater.

**ARTICLE 12  
HOURS OF WORK, OVERTIME  
AND PAID HOLIDAYS**

**12.01** There shall be a standard work week and schedule of hours as set out below.

**12.02** The Company does not guarantee to provide work for any employee.

**12.03** The normal hours of work shall be forty (40) hours per week, eight (8) hours per day, Monday to Friday inclusive, beginning Saturday midnight.

**Day Workers**

<u>Shift No.</u>	<u>Hours of Work</u>	<u>Lunch Period</u>
2	8:00 a.m. - 4:30 p.m.	30 min. unpaid

**Production Machine Operators,  
2 and 3 Shift Operations**

<u>Shift No.</u>	<u>Hours of Work</u>	<u>Lunch Period</u>
1	12 midnight - 8:00 a.m	20 min. paid
2	8:00 a.m. - 4:00 p.m.	20 min. paid
3	4:00 p.m. - 12 midnight	20 min. paid

The Company and Union may mutually agree to change the above shift schedule. Approval will not be withheld arbitrarily by either party.

**12.04** It is understood and agreed that where necessary the Company will stagger the lunch period to permit the uninterrupted operation of production machines. Lunch periods for other than production workers on 2 and 3 shift operations will be staggered to permit work to continue without interruption. Lunch periods must be taken within the first five (5) hours of the start of the shift.

**12.05** Effective on ratification a shift premium of forty-five cents (\$.45) per hour will be paid to employees working on Shift # 3 and a shift premium of fifty cents (\$.50) per hour will be paid to employees working on Shift #1.

Such shift premium is not to be considered as part of an employee's regular hourly rate.

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

An employee will be paid one and one half (1 1/2) times his regular hourly rate for -

(1) Time worked at the Company's request beyond the regular starting and stopping times, as defined under 12.03. Overtime rate will be paid only on time worked in excess of eight (8) consecutive hours.

(2) Time worked between 12.00 midnight Friday and

12.00 midnight of the immediately following Saturday, unless this is part of a regularly scheduled shift, except as set out in Article 12.07 (4).

**12.07** An employee will be paid two (2) times his regular hourly rate for -

- (1) Time worked in excess of twelve (12) consecutive hours from the starting time of his scheduled shift.
- (2) Time worked on Sunday, unless this is part of a regularly scheduled shift.
- (3) Time worked on any day on which a paid holiday listed in section 12.12 hereof is observed, in addition to his holiday pay.
- (4) Time worked in excess of eight (8) consecutive hours on Saturday.

**12.08** When an employee does not work on a shift because of observance of one (1) of the paid holidays listed in section 12.11 hereof, the number of hours up to but not exceeding eight (8) such employee would ordinarily have worked on such shift shall nevertheless be treated as time worked solely for the purpose of calculating overtime.

**12.09**

- (a) Wherever practical overtime will be divided on an equitable basis among employees classed in the same job classification. Company practice will be to keep overtime work to a minimum.
- (b) Where twenty-four (24) hours notice of overtime work is not provided by the Company, refusal shall not be recorded for equitable overtime distribution purposes.
- (c) The Company to provide to the Union on a monthly basis all overtime opportunities worked or offered to the bargaining unit employees.

**12.10** Voluntary Overtime- All overtime in excess of two

(2)hours in any one (1)week shall be voluntary.

**12.11** An employee who has attained seniority status, shall be paid for the day officially proclaimed for observance of each of the following paid holidays.

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

at the employee's base rate of pay for regular 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. However, payment for such holiday will nevertheless be made if the employee was absent from the shift the working day before or the working day after, but not both days, due to verified illness, death in the immediate family, jury duty, where special permission to be absent has been granted by the Company or where the employee can verify such absence was caused by circumstances beyond his control. 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 paid holiday, due solely to personal illness verified to the satisfaction of the Company, shall be paid for that holiday.

**12.12** When a paid 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. Mid-week holidays will be observed by mutual agreement by the parties.

**12.13** During the life of this Agreement employees will be entitled to two (2) floating holidays during each calendar year, subject to the qualifying conditions for payment contained in 12.11 above. Effective January 1, 1997, employees will be entitled to one (1) additional floating holiday, for a total of three (3).

**12.14 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.

**12.15 Definition of Working Day**

The working day, including paid holidays, shall be the calendar day, i.e. from 12:00 o'clock midnight to the next following 12:00 o'clock midnight.

**12.16 Supper Allowance**

An employee who is called for work within two (2) hours before the start of any shift or who works two (2) hours or more beyond his regular quitting time, unless arrangements had been made for him on the previous working day to work such overtime, will be provided with a supper allowance of \$7.00. Supper allowance is not applicable in cases of call in as defined in Article 14.04.

Any employee required to work a double shift shall receive double supper allowance.

**ARTICLE 13**  
**SAFETY**

The Company and Union agree that:

**13.01** The promotion and observance of safe working practices is desirable for the Company and its employees.

**13.02** Safe working practices must be observed by employees at all times.

**13.03** Safety shoes, safety glasses and other safety equipment as required by the Company must be worn at

all times by plant employees when on their job and hearing protection must be worn in designated areas.

**13.04** Employees are encouraged to make suggestions concerning Safety and where such suggestions are deemed practical by the Company, they will be adopted.

**13.05** Upon ratification of this Agreement the Company contribution towards the cost of safety shoes purchased by an employee for his personal use will be \$65.00 per pair each year of the collective agreement.

**13.06** The Company will provide two (2) pairs of coveralls and cleaning of these coveralls for each millwright, electrician, and machinist.

**13.07** The Company will pay for C.S.A. approved prescription safety lenses and frames for use within the factory to all employees who have completed their probationary period. This reimbursement will not be made more frequently than every twenty-four (24) months unless the employee's prescription changes or their glasses are damaged in a job related accident.

#### **ARTICLE 14 WAGES**

**14.01** The Schedule of Job Classification and Wage Rate Ranges herein referred to as the Wage Schedule and attached hereto as Schedule "A" and forming part of this Agreement shall be in effect from March 11, 1996, throughout the life of this Agreement, subject at all times to additions to classification by the Company from time to time, in order to provide for changes in methods in the Company's operations or for new jobs. Notice of such additional classifications 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 of any employee from time to time within the range of wage 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 of his shift when no work is available will be credited four (4) hours pay at his regular rate of pay plus any applicable shift premiums unless he 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 12.

**14.04** If an employee is required to report back to work outside of his regular working hours, said employee shall be paid a minimum of three (3) hours at prevailing overtime rates.

**14.05** When an employee is formally transferred to another job and reclassified in accordance with Article 9.05 because of lack of work, or at his own request as per Article 9.13, then commencing with the start of the next pay period coinciding with or following the date of transfer, such employee will be paid a rate applicable to the job to which he is transferred, in accordance with Article 14.08.

**14.06** When a qualified employee who has been reclassified downward to a lower rated job as per 14.05, is asked to work in his former job classification, then he will be paid for all such hours worked at the current rate of the classification he had formerly held.

**14.07** An employee who is transferred temporarily to a lower rated job will retain his current hourly rate while so employed. Such a temporary work assignment shall not exceed thirty (30) working days without being discussed with the Union Executive Committee.

**14.08** When an employee is formally transferred or pro-

moted to a job grade within the Pay Group 1 through the highest level non-maintenance rate (Pay Group 4) he will be paid at the ninety (90)day level on the first pay period coinciding with or immediately following the date of transfer to the new job. Subsequent increases in the new job progression will follow the time pattern of forty-five (45) days worked in each step. However, an employee who has previously performed the job classification within the previous twenty-four (24) month period, or an employee who does not require training in the job, shall be paid the top rate on the first pay period.

#### **14.09 Cost of Living Allowance**

- (a) The Consumer Price Index for Ontario (1986=100) for February 1997 shall be compared to that for February 1996 (which is 135.4). Any percentage increase in excess of 3.5%, should there be one, shall be calculated in the same amount as a percentage of the average of the maximum of the job classifications as established March 11, 1996.

The resulting cents per hour shall not exceed 25¢ per hour and shall be implemented as a Cost of Living Allowance beginning with the earliest practical pay period in March 1997, following the release of the Consumer Price Index for Ontario for February 1997.

- (b) The Consumer Price Index for Ontario (1986=100) for February 1998 shall be compared to that for February 1997. Any percentage increase in excess of 3.5%, should there be one, shall be calculated in the same amount as a percentage of the average of the maximum of the job classifications as established March 1, 1997.

The resulting cents per hour shall not exceed 25¢ per hour and shall be implemented as a Cost of Living Allowance beginning with the earliest practical pay period in March 1998, following the release of the Consumer Price Index for Ontario for February 1998.



- (c) The Consumer Price Index for Ontario (1986=100) for February 1999 shall be compared to that for February 1998. Any percentage increase in excess of 3.5%, should there be one, shall be calculated in the same amount as a percentage of the average of the maximum of the job classifications as established March 1, 1998.

The resulting cents per hour shall not exceed 25¢ per hour and shall be implemented as a Cost of Living Allowance beginning with the earliest practical pay period in March 1999, following the release of the Consumer Price Index for Ontario for February 1999.

Such Cost of Living Allowance 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 paid holidays.

#### **ARTICLE 15 BULLETIN BOARDS**

**15.01** There shall be no distribution of Union literature on Company premises. The Company shall provide four bulletin boards for the Union notices. Notices which the Union wish to have posted on these bulletin boards shall be submitted to the Company for approval and posting.

#### **ARTICLE 16 BEREAVEMENT PAY**

**16.01** In the event of a death in his immediate family an employee shall be allowed, for the purposes of fulfilling bereavement responsibilities, a maximum of three (3) consecutive days of work, with pay, payment to be made on the basis of eight (8) hours per day at his regular hourly rate.

**16.02** Payment will only apply to a day on which the employee would otherwise have worked a scheduled shift and is absent solely due to a death in his immediate family.

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

**16.04** In the event of the death of a grandparent, grandchild, brother-in-law, sister-in-law, son-in-law, or daughter-in-law, an employee will be allowed one (1) day's absence with pay at his regular hourly rate for the purpose of fulfilling bereavement responsibilities.

**16.05** Should the death of a member of the immediate family occur during an employee's vacation, the vacation period will be extended by three (3) days with pay, or one (1) day with pay if entitlement applies to Article 16.04.

#### **ARTICLE 17 JURY DUTY**

**17.01** 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 eight (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 received.

#### **ARTICLE 18 UNION-MANAGEMENT COMMITTEE**

**18.01** A Union Management Committee consisting of a maximum of three (3) union members and the Union Business Manager or designate, and Company representatives with the responsibility of dealing with matters of labour relations. Regular scheduled meetings of the Union Management Committee will be held monthly, if required, at a time mutually agreeable to Union and Company representatives. An agenda outlining the matters for discussion will be submitted by each party to the other not less

than five (5) working days prior to the scheduled meeting. The Company agrees that the Union Management Committee members shall be paid as per Article 5.06 (c) for their attendance, including up to one (1) hour preparation time for each meeting and thirty (30) minutes before the actual meeting.

Minutes of the meeting shall be prepared by the Company for each committee member and shall be posted within five (5) working days of the meeting.

**ARTICLE 19  
WORKERS' COMPENSATION BENEFITS**

**19.01** Following two (2) calendar weeks from the date of submission of the work injury report and upon request by an employee, the Company agrees to advance funds in the equivalent to the prevailing WCB weekly maximum. This will be conditional upon the employee signing an agreement to repay the advance in full upon receipt of the WCB benefit.

**19.02** The parties agree to work co-operatively in dealing with employees who have disabilities.

**19.03** The Company agrees to provide to the Union, copies of the employer's report of injury and any other related correspondence filed at that time.

**ARTICLE 20  
SEVERANCE**

**20.01** In the event of plant closure within the life of the agreement, the Company shall advise the Union Business Representative in writing as early as practically possible within the process. Immediately thereafter the Company and the Union representatives will meet to discuss the shut down.

**ARTICLE 21  
TERMINATION**

**21.01** This Agreement shall become effective as of March 11th, 1996, and shall terminate on March 1st, 1999, provided that either party may, on ten (10) days' clear written notice, require the other party to enter into negotiations for ~~the~~ renewal of the Agreement within not less than thirty (30) calendar days and not more than ninety (90) calendar days prior to the expiration date of this Agreement.

IN WITNESS WHEREOF, the above named parties have hereto affixed their signatures this 12th day of September, 1996.

ALCATEL CANADA WIRE INC

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John K. Campbell  
Vice President and General Manager

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Steve Kelly  
Vice President, Human Resources

LOCAL UNION 636 INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL WORKERS

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Harold G. Vance  
Business Representative,  
IBEW Local 636

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Brian Bruce  
Negotiating Committee

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John Rumble  
Negotiating Committee

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Dennis Stephens  
Negotiating Committee

## WAGE SCHEDULE 'A'

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### Pay Group 1

*Production Tournmotor - \$0.25 premium*  
*Service Tournmotor*  
*Shipper, Receiver*  
*Router-Material Services-\$0.25 premium*  
*Coiler*  
*Salvage/Spools & Cartons*  
*Bare Wire Utility*  
*Oiler Handyman*  
*Salvage/Scrap*

<b>Pay Rates</b>	<b>Effective March 11/96</b>	<b>Effective March 1/97</b>	<b>Effective March 1/98</b>
Start Rate	15.29	15.89	16.49
After Probation	15.68	16.28	16.88
After 90 Days Worked	15.99	16.59	17.19
After 135 Day; Worked	16.31	16.91	17.51

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### Pay Group 2

*Cabling*  
*Bunching/Stranding*  
*Wire Drawing*  
*Die Maintenance*  
*Repair/Rewind*  
*Armouring*  
*Weld Line*  
*Armouring Utility - \$0.25 premium*  
*Bare Wire Lead Hand. \$0.50 premium*  
*Packaging Lead Hand - \$0.50 premium*

<b>Pay Rates</b>	<b>Effective March 11/96</b>	<b>Effective March 1/97</b>	<b>Effective March 1/98</b>
Start Rate	15.29	15.89	16.49
After Probation	15.79	16.39	16.99
After 90 Days Worked	16.20	16.80	17.40
After 135 Days Worked	16.63	17.23	17.83

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**Pay Group 3**

*P.V.C. Compounding*  
*Maintenance Storesman*  
*Q.A. Inspector/Technician*  
*Extruder Operator*  
*Rewinder/Tester*  
*High Voltage Test*  
*Extrusion Lead Hand - \$0.50 premium*  
*Compounding Lead Hand - \$0.50 premium*

<b>Pay Rates</b>	<b>Effective March 11/96</b>	<b>Effective March 1/97</b>	<b>Effective March 1/98</b>
Start Rate	15.29	15.89	16.49
After Probation	16.18	16.78	17.38
After 90 Days Worked	16.67	17.27	17.87
After 135 Days Worked	17.17	17.77	18.37

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**Pay Group 4**

*Thermoset*

<b>Pay Rates</b>	<b>Effective March 11/96</b>	<b>Effective March 1/97</b>	<b>Effective March 1/98</b>
Start Rate	15.29	15.89	16.49
After Probation	16.73	17.33	17.93
After 90 Days Worked	17.22	17.82	18.42
After 135 Days Worked	17.72	18.32	18.92

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**Pay Group 5**

*Machinist*  
*Electrician*  
*Millwright*  
*Maintenance Lead Hand - \$0.50 premium*  
*Electrical Lead Hand - \$0.50 premium*

<b>Pay Rates</b>	<b>Effective March 11/96</b>	<b>Effective March 1/97</b>	<b>Effective March 1/98</b>
Start Rate	19.53	20.13	20.73
After Probation	20.16	20.76	21.36

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**Pay Group 6**

*Coni Technician*

<b>Pay Rates</b>	<b>Effective March 11/96</b>	<b>Effective March 1/97</b>	<b>Effective March 1/98</b>
Start Rate	20.96	21.56	22.16
After Probation	21.64	22.24	22.84

Lead Hands shall be paid fifty cents (\$0.50) per hour above the range for their job group. All increases will be made effective the first day of the pay period following the completion of the progression period. Progression shall be automatic on completion of the progression period.

An employee will be paid a differential of fifty cents (\$0.50) per hour who is designated to act in absence of a Lead Hand for a period of four consecutive hours or more.

Routers will be paid a premium of twenty-five cents (\$0.25) per hour.

Production Townmotor will be paid a premium of twenty-five cents (\$0.25) per hour.

#### **HEALTH AND WELFARE**

This Plan, while not being a part of the Collective Agreement, is reproduced below so that employees may be informed of the nature and extent of benefits that are in effect. Unless otherwise indicated the Company pays the full cost of the Plan.

#### **GROUP LIFE INSURANCE**

The Company sponsors a Group Life Insurance Plan for the benefit and protection of its employees. This Plan features a total disability clause and conversion privileges without medical examination for those who leave the Company's employ. Group Life Insurance coverage is \$24,000 and Accidental Death and Dismemberment coverage is \$24,000.

#### **GROUP SICKNESS AND ACCIDENT INSURANCE**

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 benefits of seventy percent (70%) of wages.

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

Sickness benefit commences on the first day of hospital-

ization or the third calendar day of absence from work. Maximum period of benefit payment: fifty-two (52) weeks. The above two (2) plans automatically become effective after three (3) month's continuous active service with the Company.

#### **BASIC 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 Company has agreed to implement a \$2.00 deductible per prescription Drug Card to all employees effective September 1, 1996 or earlier if possible. 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.

#### **DENTAL PLAN**

A basic, preventative Plan was implemented by the Company effective October 1st 1976. This has been improved, May 1st 1981, to include additional services. Details are set out in the benefits booklet provided to each employee. Employees will contribute at the rate of twenty-five percent (25%) of the premium level. Effective July 1, 1996, the 1995 Ontario Dental Association fee schedule was implemented. (Effective March 1, 1997, the 1996 Ontario Dental Association fee schedule, effective March 1, 1998, the 1997 Ontario Dental Association fee schedule, and effective March 1, 1999 the 1998 Ontario Dental Association fee schedule).

#### **VISION CARE**

(New) Implement effective August 1, 1996, or earlier if possible, \$125.00 per employee and eligible dependants over twenty-four (24) month period.



### **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 ten (10) consecutive working days on verified Weekly Indemnity claim or Workers' Compensation benefit, for a period of twenty (20) months or a period equal to his length of service as established at the time such absence began, whichever is the lesser.

More detailed information on all of the above benefits and or claims procedure or coverage provided is available from the Human Resource Office.

### **PENSION PLAN**

The Fergus negotiated Non-Contributory Pension Plan effective March 11, 1996 and established by agreement between the Company and the Union will form a supplement to the Collective Agreement.

Effective July 1, 1996 - \$24.00 per month.

Effective January 1, 1997 - \$26.00 per month

Effective January 1, 1998 - \$28.00 per month.

#### **Example of calculation for illustration only:**

January 1, 1997 Employee age sixtyfive (65) retires with thirty-five (35) years full time, continuous service, and will receive from the company a monthly pension of twenty six dollars (26.00) per month times four hundred and twenty (x 420) (35 years x 12 months) / 12 = \$910.00 per month. Note: Old Age Security and Canada Pension Plan are extra.

For exact amount of pension, please obtain the information from Human Resources.

ALCATEL CANADA WIRE INC.  
*AND*  
INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS  
LOCAL UNION 636

LETTER OF AGREEMENT

**Fergus Plant:**

It was agreed by the parties hereto during negotiation of the Collective Agreement between them which became effective March 11, 1996 that the following items should appear in a Letter of Agreement.

1. Special Training

The Union agrees that notwithstanding anything to the contrary contained in the Collective Agreement, the Company shall have the right from time to time 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 or for future service other than with the Company not exceeding at any one (1) time three percent (3%) of the employees, and to promote, demote or transfer such persons, engage, retain or dispense with their services, and direct their efforts from time to time free from any limitations provided for in this Agreement.

It is acknowledged that no reduction of the existing bargaining unit shall result from any such designation nor shall any designated person replace, displace or in any way interfere with the normal progression or promotion of a member of the bargaining unit.

2. The Company will not direct a Supervisor to perform work for the purpose of depriving a bargaining unit employee of his regular work.

A Supervisor will only perform work normally done by a bargaining unit employee in the case of training, experimentation, demonstration or where there is an emergency.

3. The Company will pay fifty percent (50%) of the replacement cost of tools used by employees in Pay Group 5, where it is established they were damaged during the performance of their normal duties while working on Company equipment.
4. The Company will provide instep guards to employees operating in the Drawing Department, at no cost to the employees.
5. The Company will endeavor to award posted jobs within Pay Groups 1 to 6 within five (5) working days after the completion of the posting. Where the Company is unable to do so for any reason the Company will notify the Union as to the reasons.
6. The Company and Union agree to follow the method for distribution of vacation entitlement as outlined by the Vacation Task Force.

Dated this 12th day of September, 1996

Original signed by:

FOR THE UNION

FOR THE COMPANY

Harold G. Vance  
*Business Representative,  
IBEW Local 636*

John K. Campbell  
*Vice President and  
General Manager*

Brian Bruce  
*Negotiating Committee*

Steve Kelly  
*Vice President,  
Human Resources*

John Rumble  
*Negotiating Committee*

Dennis Stephens  
*Negotiating Committee*

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**ALCATEL CANADA WIRE INC., FERGUS**  
**AND**  
**LOCAL 636 OF THE**  
**INTERNATIONAL BROTHERHOOD OF**  
**ELECTRICAL WORKERS**

Whereas the parties to this agreement have agreed to institute a seven (7) day continuous twelve (12) hour shift arrangement referred to hereafter as a *Modified Work Week (M.W.W.)* And, whereas the present collective agreement between the parties does not specifically deal with the working arrangements and conditions pertaining to a *M.W.W.* shift arrangement:

The parties hereto agree:

- (1) That the Non-Standard Work Week (N.S.W.W.) as defined within the current collective agreement Letter of Agreement paragraph 11.1 to 11.17 will be eliminated and replaced by the Modified Work Week.
- (2) A vacancy created by implementing the *M.W.W.* will be filled through the seniority provisions of the current collective agreement. Employees being removed from the *M.W.W.* due to lack of work will be removed under the seniority provisions of the current collective agreement. Employees will be given fourteen (14) calendar days notice prior to being scheduled to or removed from the *M.W.W.*;
- (3) Provisions of the collective agreement regarding pro-

bation period, rate retention and progression periods are amended for employees working the M.W.W. on the basis of one twelve (12)hour shift worked will be equivalent to one and one-half (1 1/2) eight (8)hour days worked;

- (4)Lateral transfer from the Standard Work Week to the M.W.W. or vice-versa within the same job classification shall not be considered a lateral transfer;
- (5)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 advised 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;
- (6)That the present agreement will be amended for those employees who will be working on a M.W.W. Shift schedule by substituting the following paragraphs for the equivalent paragraphs presently in the collective agreement;
- (7)That the application of these amendments is limited to those employees working the M.W.W.;
- (8)That employees not on the M.W.W. will be covered by the terms of the current collective agreement;

#### Article 11 - Vacations With Pay

Entitlements as per current Collective Agreement except that employees can take block of seven (7)calendar days.

#### Article 12 - Hours of Work, Overtime and Paid Holidays

12.01 There shall be a Modified Work Week (M.W.W.)

and schedule of hours as set out below.

12.03 The normal hours of work shall be twelve (12) hours per day with the week beginning at 8:00 p.m. on Saturday. For clarification purposes, pay periods for both M.W.W. and S.W.W. commence Saturday.

Example: 7 Day - 12 Hour Shift Schedule  
 2 - 3 Day On/Off Cycle  
 Rotate Day/Nights Every Cycle  
 3 Day Weekend Every Other Weekend  
 Day Shift - 8:00 a.m. - 8:00 p.m. Night Shift  
 8:00 p.m. - 8:00 a.m.  
 Commences first week in September, 1996.

Crew	1 Mon	2 Tues	3 Wed	4 Thur	5 Fri	6 Sat	7 Sun	8 Mon	9 Tues	10 Wed	11 Thur	12 Fri	13 Sat	14 Sun	15 Mon	16 Tues
1	D	Off	Off	N	N	Off	Off	Off	D	D	Off	Off	N	N	N	Off
2	Off	D	D	Off	Off	N	N	N	Off	Off	D	D	Off	Off	Off	N
3	N	Off	Off	D	D	Off	Off	Off	N	N	Off	Off	Off	Off	Off	Off
4	Off	N	N	Off	Off	D	D	D	Off	Off	N	N	Off	Off	Off	Off

12.04 Two (2), twenty (20)minute paid lunch breaks.

12.05 Shift premium of eighty-five cents (\$0.85)per hour for hours worked Sunday to Friday from 8:00 p.m. to 8:00 a.m. Weekend premium of one and one-half times (1.5x) regular hourly rate for any hours worked between Friday at 8:00 p.m. to Sunday at 8:00 p.m. Above shift and weekend premiums apply only to those employees regularly scheduled to these shifts and not to those on overtime assignment. Such premiums are not to be considered as part of an employee's regular hourly rate.

- 12.06 An employee will be paid one and one-half times (1.5x) the regular hourly rate for:
- (i) Time worked on a regularly scheduled day off.
- 12.07 An employee will be paid two times (2x) the regular hourly rate for:
- (i) Time worked in excess of twelve (12) hours in any *twenty-four (24) hour period*.
  - (ii) Time worked on a Sunday unless part of his regular scheduled shift.
  - (iii) Time worked on any day on which a paid holiday listed in section 12.11 of the existing collective agreement, in addition to his holiday pay.
  - (iv) Employees will not be required to work more than fourteen (14) hours in any twenty- four (24) hour period.
- 12.09/12.11 Employees working the Modified 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 existing collective agreement. Statutory holidays will be observed on the day they happen.
- 12.14 Employees working the *M.W.W.* will be paid eight (8) hours at their base rate of pay for each floating holiday provided they meet the qualifying provisions of the collective agreement.

#### Article 14 - Wages

Wages for those employees assigned to the Modified Work Week will be paid for actual time worked each pay period (ie; 3 day week = 36 hours pay. 4 day week = 48 hours pay).

Article 16 - Bereavement

- 16.01 Bereavement pay - An employee working on the Modified Work Week will receive payments for time lost from the employee's regularly scheduled shift up to twelve (12) hours per day exclusive of overtime and premium pay to a maximum of twenty-four (24) hours for immediate family members. (For 16.04 - eight (8) hours).

Article 17 - Jury Duty

- 17.01 Notwithstanding Article 17.01, 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 for regularly scheduled hours and the amount of jury or witness fee received, provided the employee furnishes the company with a certificate of service, showing attendance and the amount of fee received.

Weekly Indemnity

For employees working on the Modified Work Week, W.I. payments for illness will be paid beginning on the third calendar day absent.



**APPENDIX III**

The Modified Work **Week** shift schedule shall be comprised of the following machines or assignments. Any future machines, company to advise union of shift status.

Machine	Type	# of People
1110	FX Rod Breakdown	4
1640/6762	Double Twist Stranders	4
5530/0778/5327	Tubular Stranders	4
0708/3090/ (2 assignments)	Rigid Frame Stranders	8
1510/4800/1760/2760 (2 assignments)	Extrusion Line	24
6235	Bow Cabler	4
5870/0965/3185/8680 (2 assignments)	Armouring Machines	8
1860/1870 (2 assignments)	Packaging Lines	8
1 assignments	Tester/Rewinder	4
		<u>68</u>
all assignments (6)	Armouring	24
1 assignment	Packaging - Prodomax	4
0800/5098 (2 assignments)	Cabling	8
7510	Extrusion	4
1 assignment	Drawing - Intermediate	4
1 assignment	Bunching/Stranding	4
2 assignments	Production Lift Truck	8
1 assignment	Milkwrights	4
1 assignment	Electricians	4
		<u>64</u>
		<u>132</u>

Initial Implementation of Assignment to M.W.W. Shifts:

1. M.W.W. vacancies will be offered by seniority
2. By August 1, 1996, senior employees can accept M.W.W. job vacancies or exercise their seniority rights as per Article 9.05 of the current Collective Agreement with one week orientation period.
3. If no senior employee accepts the M.W.W. job vacancy, the junior employee in the affected job classification shall then be awarded the job vacancy.
4. Initial assignment to M.W.W. to be done jointly between the company and the union.
5. The initial exercise will be open only to those currently on assignment that is going to M.W.W.
6. Employees impacted must exercise their seniority option to bump into a non-M.W.W. job within ten (10) calendar days of commencement of the process.
7. Employees exercising their seniority option must have previous experience on the job within the past five (5) years. Following that, a one (1) week orientation period will be offered. If the employee is unsuccessful after this one (1) week period, they shall return to their original job. The foregoing will be at the discretion of the joint committee.

**LETTER OF UNDERSTANDING #1**

**MARCH 1, 1996**

**WEEKEND OVERTIME**

The following procedure is in effect when weekend overtime is being offered and distributed:

Step 1: Where required, Saturday overtime will be offered to employees within the job classification.

Step 2: Should openings remain, they will be filled by employees outside the job classification within the job level if possible and then outside the job level.

Step 3: If Sunday overtime is required, overtime will then be offered to employees within the job classification in the following order:

3-1 To employees normally performing the required operation who had not been offered Saturday overtime.

3-2 To employees who are working Saturday overtime.

3-3 To employees who refused Saturday overtime.

Should Sunday openings still exist these will then be filled by employees outside the job classification within the job level if possible and then outside the job level.

Step 4: An employee who is unable to report for overtime work on Saturday because of sickness, will be deemed to be unable to work on Sunday; therefore, said employee should not report for work as position will be filled in accordance with Step 3.

The above overtime practice is fair and equitable and has been developed to best service all employees while maintaining our mandate to keep overtime work to a minimum.

**LETTER OF UNDERSTANDING #2**

**MARCH 1, 1996**

**REVISED OVERTIME POLICY**

Please be advised that the following overtime practice is immediately in effect should an employee be unable to report at any time within a regular scheduled work week.

1. Overtime is to be first offered to the employee working on the absentee employee's job assignment, i.e. the shift before and/or the shift after.
2. If the employee(s) refuses in (1) above, then overtime is to be offered to the most senior employee readily available within the job classification (in accordance with Article 12.09 of the Collective Agreement) providing he has the necessary skill and ability to do the job.
3. If unsuccessful in (1) and (2), then the departmental Lead Hand *can* be asked to work providing he has the necessary skill and ability to do the job.
4. Where overtime is scheduled (planned) for any other week, Article 12.09 of the Collective Agreement applies.
5. Except under emergency conditions, no employee is to be asked to work overtime unless he has had an eight (8) hour break in between shifts.

## LETTER OF UNDERSTANDING #3

MARCH 1, 1996

If in the event of a maintenance breakdown, which is beyond the ability of the on-site maintenance staff to address, the following procedure should be followed by the on-site supervisor:

1. Determine from the posted call-in sheet outside the maintenance who to contact. Availability is determined by the following guidelines:
  - a. Each millwright/electrician will weekly indicate on the sheet, whether or not they are available for a call-in.
  - b. **The** sheet will include a rotation in which *to* contact the millwright/electrician. It is the most senior man provided that he hasn't been called yet. This will be up-dated by the maintenance lead hand in order to ensure that overtime is distributed fairly.

# 1996

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JANUARY							FEBRUARY							MARCH						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6				1	2	3							1	2
7	8	9	10	11	12	13	4	5	6	7	8	9	10	3	4	5	6	7	8	9
14	15	16	17	18	19	20	11	12	13	14	15	16	17	10	11	12	13	14	15	16
21	22	23	24	25	26	27	18	19	20	21	22	23	24	17	18	19	20	21	22	23
28	29	30	31				25	26	27	28	29			24	25	26	27	28	29	30
																				31

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APRIL							MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6				1	2	3	4							1
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29
																				30

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JULY							AUGUST							SEPTEMBER							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
	1	2	3	4	5	6				1	2	3			1	2	3	4	5	6	7
7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14	
14	15	16	17	18	19	20	11	12	13	14	15	16	17	15	16	17	18	19	20	21	
21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28	
28	29	30	31				25	26	27	28	29	30	31	29	30						

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OCTOBER							NOVEMBER							DECEMBER							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
													1	2	1	2	3	4	5	6	7
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14	
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21	
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28	
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31					

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