

**ARTICLE 1 - RECOGNITION**

- R** 1.1 The Company recognizes the Union as the exclusive representative for the purposes of collective bargaining, in respect to rates of pay, wages, hours of employment and other working conditions for the term of this Agreement, for all Salaried employees of the Company included in the bargaining units described in Appendix "A" annexed to this Agreement.
- 1.2 The Company also recognizes the Union as the exclusive representative for the purposes of collective bargaining, in respect to rates of pay, wages, hours of employment, and other working conditions for the term of this Agreement, for all Hourly rated employees of the Company included in the bargaining units described in Appendix "C" annexed to this Agreement.

FOR THE COMPANY

FOR THE UNION

DATED:

ISSUE 2

2534(011)

**Article 2 | General Purpose**

- 2.1 The general purpose of this Agreement is to establish mutually satisfactory relations between the Company and the employees covered by this Agreement, and to provide a more formal procedure for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and salaries.

FOR THE COMPANY

FOR THE UNION

DATED:

ISSUE 1

### **Article 3 - Management Rights**

- 3.1 The Union acknowledges that it has been and still is the exclusive right of the Management of the Company to: hire, lay-off, discharge, classify, transfer, promote, demote or discipline employees subject to the provisions of this Agreement.
- 3.2 The Union further acknowledges the exclusive right of the Company to operate and manage its business in all respects, and without restricting the generality of the foregoing, to maintain order and efficiency and to determine the number and location of work areas, the methods to be used in operations, schedules, kinds and location of machines and tools to be used, processes of manufacturing, repairing and warehousing and the control of material and parts to be used.
- 3.3 The above functions will be exercised in a manner not inconsistent with the terms of this Agreement.

FOR THE COMPANY

FOR THE UNION

DATED:

ISSUE 1

#### **Article 4 - Non-Discrimination**

- 4.1 The Company agrees that there shall be no discrimination or intimidation by the Company or any of its agents against any employee or group of employees because of membership or non-membership in the Union or for having in good faith processed a grievance.
- 4.2 The Company also agrees that representatives of the Union shall be free to discharge their duties without fear that their individual relations with the Company may be affected in the least degree by any action taken by them in good faith in their representative capacity.
- Employees shall not be subject to prejudice or discrimination because of presenting complaints or grievances for themselves or other employees.
- 4.3 The Union agrees that neither its officers nor its members will intimidate, discriminate against or coerce any employee or group of employees for the reason that they are or are not members of the Union.
- 4.4 There shall be no discrimination against any employee because of age, race, religious creed, sex, marital status, colour, national origin or sexual orientation.

FOR THE COMPANY

FOR THE UNION

DATED:

ISSUE 1

## **ARTICLE 5 - REPRESENTATION**

- 5.1 The Local Union will be represented by a Committee of not less than three (3) members, one of whom will be the Local Union President/Chairperson.
- R** 5.2 a) The number of committeepersons will change at the rate of one committeeperson per one hundred (100) eligible employees, or major portion thereof, in excess of two hundred (200) eligible employees.
- R** b) Where a regular Committeeperson is not appointed from the Skilled Trades, a reasonable amount of time will be given for an alternate to represent the Skilled Trades. The Skilled Trades Representative will be assigned to the day shift.
- 5.3. The Local Union agrees to notify the Company in writing of the names of the members of the Committee and other Local Union officers thereof, and the effective date of their selection.
- 5.4 The Union acknowledges that the members of the Committee will continue to perform their duties on behalf of the Company and that:
- a) such committeepersons will not leave their regular duties without obtaining permission from their managers; such permission will be granted without unreasonable delay;
  - b) when resuming regular duties after engaging in duties on behalf of the Local Union, the committeeperson(s) will advise Management of their return;
  - c) any committeeperson dealing with a complaint or grievance in any department other than their own will notify the manager of that department of the general purpose of their presence.
- 5.5 The Company will pay for a reasonable amount of time spent by committeepersons away from their regular jobs for the following purposes:
- a) to handle complaints or grievances of employees,
  - b) to attend meetings arranged by Management respecting problems relating to this Agreement,
  - c) to deal with incidental matters that Management agrees are a necessary part of the administration of this Agreement.
- 5.6 The Union agrees that if, in the Company's opinion, any committeeperson is alleged to be abusing the Company's concept of "reasonable time" spent in the administration of the agreement, a meeting will be arranged between the

Company and the representatives of the Local Union and the National Union to correct such abuse.

- 5.7 In the event of lay-offs, so that employees will have representation, the committeepersons will be retained on jobs within the bargaining unit, regardless of seniority, provided they are capable of doing the available work.
- 5.8 New or transferred-in employees will be introduced to the Union President/Chairperson or nominee by Human Resources, during the induction process. Such meetings shall not exceed fifteen (15) minutes per hiring session.
- R** 5.9 The Local Union bargaining committee representation will consist of three (3) representatives from Bramalea and two (2) from Belleville. It is understood that one (1) additional representative of the Bargaining Committee will represent the Skilled Trades. The Company will absorb the bargaining time costs based on the employee's equivalent daily straight time rate.
- 5.10 The rate of pay for a Chairperson or alternate shall be no less than the maximum of Grade 61.
- 5.11 The rate of pay for a Committeeperson shall be no less than the maximum of Grade 59.
- 5.12 Where major groups of employees are at work during the vacation period, the Company and the Union will identify a representative who will be at work for the purpose **of** providing representation. The representative will schedule his/her vacation at a later date.

**ARTICLE 6 - INFORMATION TO THE LOCAL UNION**

- 6.1 The Company agrees to furnish the Local Union the following lists on a monthly basis:
- a) employees each month who become eligible for membership in the Local Union,
  - b) employees who become ineligible for membership in the Local Union,
  - c) employees proceeding on maternity leave or personal leave of absence,
  - d) internal transfers of eligible employees,
  - e) downgrades and upgrades with temporary upgrades identified.

Lists to show the effective date, the department and employee numbers and the grades of the employees affected.

- R** 6.2 The Company agrees to furnish electronically to the Local Union during the first week of each month a list showing unit seniority date, grade, name, initials, employee number, department number, salary rate, company continuous service date and analysis number of all employees covered by this Agreement.
- 6.3 The Company agrees to furnish to the Local Union, quarterly, an alphabetical list of names, showing address, postal code, telephone number, date of birth, S.I.N. number, and marital status of all employees, including employees on LTD, covered by this Agreement. As address changes are reported, they will be forwarded to the Local Union. The update memo shall indicate name, employee number, department number, new address, postal code, and telephone number.
- 6.4 Once per month, the Company agrees to provide the Local Union with a list, organized by department, showing name and overtime hours worked during the preceding month. In addition, a cumulative listing will be provided on a quarterly basis.
- 6.5 On a quarterly basis the Company will provide the Local Union with a list of all laid-off employees eligible for recall.

FOR THE COMPANY

FOR THE UNION

DATED:

6.6 The Company will provide, twice yearly, lists of those employees within the bargaining unit who are eligible to retire.

FOR THE COMPANY

FOR THE UNION

DATED:

ISSUE 2



## ARTICLE 7 - COMPLAINTS AND GRIEVANCES

### 7.1 COMPLAINTS

It is mutually desired by the parties hereto that complaints shall be adjusted as quickly as possible. Both parties recognize that the employee's manager should be informed as quickly as possible of the employee's complaint and be given an opportunity to adjust the complaint.

7.2 Any employee having a complaint shall take the matter up with his/her immediate manager. If the employee so desires, such employee may have their committeeperson accompany him/her during such discussion.

### 7.3 GRIEVANCE PROCEDURE

A grievance may only be initiated in accordance with the grievance procedure within twenty (20) working days from the date the employee might reasonably have been aware of the alleged unjust action.

7.4 The Company agrees that it will not attempt to settle any grievance directly with the employee involved if the grievance has already been discussed with the Company by a committeeperson pursuant to the regular grievance procedure.

7.5 The Local Union President/Chairperson, or his/her designated delegate, may intercede on behalf of their constituents at **any** time on a policy matter which, in their opinion, may affect the employees, either as individuals or as a group, regardless of whether the action is taken as a result of a complaint by an individual or a group or as a result of personal observation. Grievances arising from such matters shall be presented at the First Step. The Union agrees that the right to process policy grievances will not be abused.

7.6 It is agreed that any retroactive payment by the Company in settlement of a grievance shall be limited to the period ninety (90) working days prior to the date of filing of the grievance.

### 7.7 FIRST STEP

After an employee has discussed a complaint with his/her manager and has failed to obtain satisfaction, within five (**5**) working days, the Local Union may refer the matter to the employee's next higher level of management or delegate, as appropriate, as a written and dated grievance.

The grievance shall set forth the nature of the complaint, the date of occurrence of the cause of the complaint, the name(s) of the employee(s) involved, and the provisions of the Agreement, if any, which are claimed to have been violated.

Within ten (10) working days the manager will arrange a meeting for discussion of the grievance, to be attended by three (3) representatives of the Local Union and by the manager, together with other management representatives as appropriate.

The senior manager, or his/her delegate, will answer the grievance within ten (10) working days from the date of such meeting. In cases of denial, the grievance response will include facts substantiating the decision.

In addition to the Local Union representatives, the National Representative may attend such meeting.

At this step of the procedure the parties agree to furnish each other with all facts and information then available with respect to the grievance.

## 7.8 ARBITRATION REFERRAL

Failing satisfactory adjustment at the First Step, the Local Union may refer the matter to the National Union. The representatives of the National Union will review the matter and if it is one which is within the power and authority of the Impartial Arbitrator, they may, within thirty (30) days from the date of the answer from the senior manager or his/her delegate refer the matter to Impartial Arbitration, in accordance with Article 8.

The referral to the selected arbitrator, shall be made within ten (10) working days of such selection. A copy of the letter requesting the designated arbitrator's services shall be sent to the Regional Industrial Relations representative.

## 7.9 PRE-ARBITRATION

Prior to the actual submission of the grievance to the Arbitrator, the parties may, by agreement, arrange a further meeting in a final attempt to adjust the matter. Any such meeting shall be without prejudice to the rights of either party under the grievance procedure and shall not affect the times prescribed in which appeals may be lodged.

In attendance at this meeting will be the full committee, the Regional Industrial Relations representative or delegate and the representative of the National Union.

**R** 7.10 Upon prior notice to the Regional Industrial Relations representative or delegate, a member of the National Union may visit the facility to review the specific grievance or grievances.

**R** 7.11 Such facility entry visits shall be reasonable in duration, confined to the specific issue and non-restricted areas. The Local Union President/Chairperson shall accompany the National Union staff member during the investigation.

## 7.12 REPRESENTATIVE GRIEVANCES

Whenever one or more grievances involve a similar issue such grievances may be withdrawn without prejudice pending the final disposition of a representative case. In such event, the withdrawal without prejudice will not affect any financial liability requested in the grievances.

## 7.13 EXTENSION OF TIME LIMITS

Any period of time specified in the Grievance Procedure clause may be extended by mutual agreement confirmed by letter from the requesting party.

In the event the Company has not responded to the complaint or grievance steps within the time limit and no extension has been agreed upon, the Union may proceed to the next step in the procedure.

## 7.14 WITHDRAWAL OF GRIEVANCES

Failure of the grievor or the Local Union to process a grievance to the next step in the Grievance Procedure within the time limits specified shall not be deemed to have prejudiced the Union on any future similar grievance.

## 7.15 JOB POSTING GRIEVANCES

- R
- a) An salaried employee who feels he/she has a grievance related to Article 19 (Job Bidding and Promotions Clerical Jobs) shall so advise his/her immediate manager within five (5) working days of the posting on the Notice Boards of the name of the employee selected for the job.

An salaried employee who feels he/she has a grievance under Article 31 (Job Posting Bargaining Unit Specialist) or Article 37 (Job Posting Engineering Technician) shall so advise his/her immediate manager. Referral of the grievance will be made to a Human Resources representative, who will ensure the grievance is forwarded to appropriate management within the selecting organization.

An hourly rated employee who feels he/she has a grievance related to job posting provisions under Appendix C shall so advise his/her immediate manager. Referral of the grievance will be made to a Human Resources representative, who will ensure the grievance is forwarded to appropriate management within the selecting organization.

- b) The grievance shall then be immediately processed, commencing at the First Step of the Grievance Procedure.
- c) The right to grieve shall be restricted to employees who have applied for the

vacancy.

7.16 SURPLUS, LAY-OFF AND RECALL GRIEVANCES

Grievances arising out of alleged violation of Article 11 or 12 shall be submitted directly to a Human Resources representative within ten (10) working days from the date of notice of lay-off or recall, and will be answered by the Company within the time limits provided in the Grievance Procedure, First Step.

**R** An hourly rated employee who feels he/she has a grievance under Appendix C, Article 17 (Belleville) or Appendix C, Article 18 (Bramalea) shall submit such grievance to a Human Resources representative within ten (10) working days from the date of notice of lay-off or recall, and will be answered by the Company within the time limits provided in the Grievance Procedure, First Step.

7.17 DISCIPLINARY GRIEVANCES

Grievances concerning suspensions or discharges shall be submitted at the First Step within five (5) working days of the occurrence and will be answered by the Company within the time limits provided in the Grievance Procedure, First Step.

7.18 The Company will advise the Union of the date and amount of redress.

FOR THE COMPANY

FOR THE UNION

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**DATE:** \_\_\_\_\_

ISSUE 4

## ARTICLE 8 - ARBITRATION

### 8.1 Selection of an Arbitrator.

8.1.1 The parties will endeavour to agree upon a mutually satisfactory Arbitrator. In the event that they cannot agree upon an Arbitrator within twenty (20) working days, from among three (3) names supplied by both the Union and the Company, then the Minister of Labour of the Province of Ontario shall be requested to appoint an Arbitrator.

8.1.2 In the event that either party elects to appeal the decision of the Arbitrator to the courts, each party will pay its own costs.

### 8.2 Power of Arbitrator

The power and authority of the Arbitrator shall be limited to:

- a) Matters involving the interpretation or alleged violation of this Agreement, or
- b) Upholding, modifying or rescinding penalties assessed by the Company against an employee.

8.3 The Arbitrator shall not have jurisdiction to alter or change any of the provisions of this Agreement or to substitute any new provisions in lieu thereof.

8.4 All reasonable arrangements will be made to permit the Arbitrator to have access to the plant to view the disputed operations and to confer with the necessary witnesses.

**N** 8.5 Both parties agreed to furnish each other with copies of documented evidence reasonably anticipated to be used in the presentation of their prospective cases before the Arbitrator. The parties further agree to furnish each other with copies of unreported arbitration awards and court decisions they intend to rely on at the hearing. Such documents, awards and decisions will be furnished within seven (7) days prior to the hearing.

The parties agree that the purpose of this clause is to eliminate the element of surprise in relation to documented evidence and unreported arbitration awards and court decisions.

**R** 8.6 The parties agree to share equally the expense of the Arbitrator and such other expenses as may be mutually agreed upon.

**R 8.7 Arbitrator's Decision.**

The Arbitrator shall render his/her decision within thirty **(30)** days following the hearing. Decisions of the Arbitrator shall be final and binding upon both parties.

FOR THE COMPANY

FOR THE UNION

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DATE: \_\_\_\_\_

**ISSUE:2**

## ARTICLE 9 - CONTINUOUS SERVICE

9.1 Company continuous service begins on the date of hiring and accumulates for the full period of employment with the Company subject to the following conditions:

9.1.1 Continuous credited service shall terminate for the following reasons:

\*

- a) voluntary resignation,
- b) discharge for just cause if not reversed through the Grievance Procedure,
- c) absence from work for three or more consecutive working days without the Company being notified. It is considered in such circumstances that the employee has resigned voluntarily unless exceptional conditions, recognized by the Company as such, are involved,
- d) failure to return from lay-off within the periods shown under 9.3
- e) inability to return to work within two (2) years after sickness disability benefits (if any) have expired, or Long Term Disability benefits (if any) have expired, or inability to return to work within two (2) years after normal Workers' Compensation Board benefits fall below the level of 75%.

9.2 Deductions from continuous service shall be made for the following reasons:

- a) When an employee with less than three (3) months continuous service is absent without pay due to sickness, that period of absence in excess of one (1) month in any consecutive twelve-month period will be deducted upon return to work.
- b) Any periods of leave of absence in excess of one (1) month in any consecutive twelve-month period for which approval is granted without credit for continuous service.

9.3 An employee shall maintain recall rights following layoff in accordance with provisions set out below. Credited service will be accumulated and/or maintained



as follows:

Seniority at Date of Layoff	Recall Rights	Continuous Service Accumulates	Continuous Service Maintains
Less than one (1) year	12 months	** 6 months	12 months
One (1) year but less than five (5) years	48 months	** 9 months	48 months
Five (5) years or more	60 months	** 18 months	60 months

\*\* NOTE: If employee returns from lay-off within above periods

**R** Refusal by Salaried employees to accept recall to a lower graded job than held at the time of lay-off shall not invalidate rights as outlined above.

**R** Refusal by employees to accept recall of short duration shall not invalidate rights as outlined above.

9.4 An employee whose service has terminated under 9.1.1 above and who is subsequently re-employed shall be credited with previous continuous service in the following manner, provided that the employee had six (6) months or more of previous continuous service when term of employment was broken:

<u>Service Broken for</u>	<u>Credited with Previous C.S.</u>
1 month or less	at time of re-employment
greater than 1 month but less than 1 year	after completing a period of continuous service equivalent to the period for which service was broken
1 year or more	after completing 1 year of C.S.

9.5 Employees who have had previous continuous service of six months or more with Associated Companies shall receive credit for such service.

9.6 Where benefits in the Agreement are affected by service, such service shall be the greater of an employee's seniority or Company continuous service except in the

following instances.

- a) Service with respect to - Employees Pension, Death Benefit, Sickness Benefit Plan and Rate Protection, shall mean Company continuous Service.
- R** b) Service with respect to Surplus, Lay-off and Recall articles, and Job Bidding and Promotions articles shall mean seniority.

\* See Letter #4

FOR THE COMPANY

FOR THE UNION

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**DATED:** \_\_\_\_\_

**ISSUE: 4**

## ARTICLE 10 - SENIORITY

- R** 10.1 Seniority for the purpose of Job Bidding and Promotions and Surplus, Lay-off, and Recall shall be established as the date of entry into the unit.

For salaried employees, when two (2) or more employees have the same local seniority (L.S) date, the employee with the greatest continuous service (C.S) will be deemed senior. Where both local seniority (L.S) date and continuous service date (C.S) are identical, the employee with the lowest employee number will be deemed senior. Seniority shall accumulate, terminate or be modified as provided hereunder.

For hourly employees, when two (2) or more employees have the same local seniority (L.S.) date, the employee with the lowest employee number will be deemed senior.

### 10.1.1

Seniority shall terminate for the following reasons:

- \* a) voluntary resignation,
  - b) discharge for just cause if not reversed through the grievance procedure,
  - c) absence from work for three (3) or more consecutive working days without the Company being notified. It is considered in such circumstances that the employee has resigned voluntarily unless exceptional conditions, recognized by the Company as such, are involved,
  - d) failure to return from lay-off within the periods shown under 10.1.2,
  - e) failure to return to work from lay-off within one (1) week after having been notified to report by registered notice; or within two (2) weeks after having been notified and having given satisfactory explanation for not returning at the end of the first week. When the term of employment following recall would be of short duration, the refusal of an employee to accept recall to such employment would not result in termination of seniority. It is agreed that laid-off employees being recalled will be permitted to give their present employer reasonable notice of termination in order to accept recall.
- R** f) inability to return to work within two (2) years after sickness disability

benefits (if any) have expired, or Long Term Disability benefits (if any) have expired, or inability to return to work within two (2) years after normal W.S.I.B. benefits fall below level of 75%.

#### 10.1.2

An employee shall accumulate seniority and maintain recall rights following lay-off in accordance with the provisions set out below:

Seniority at Date of Lay-off	Recall Rights	Seniority Accumulates
Less <del>than</del> one (1) year	12 months	12 months
One (1) year but less than five (5) years	48 months	48 months
Five (5) years or more	60 months	60 months

- R** Refusal by Salaried employees to accept recall to a lower graded job than held at the time of lay-off shall not invalidate rights as outlined above.
- R** Refusal by employees to accept recall of short duration shall not invalidate rights as outlined above.
- N** An hourly rated employee on S.T.D. or W.S.I.B. on the date that layoff would normally have occurred will, for the purpose of calculating recall rights, be deemed to have been laid off on that date.

#### 10.1.3

Newly hired employees shall be considered as probationary employees and shall hold no seniority rights under this agreement for the first seventy-five (75) calendar days at which time they shall acquire seniority status from date of hiring.

#### 10.1.4

- N** Employees laid off from the hourly bargaining unit, and who are subsequently re-employed into the salaried bargaining unit, in the same location, shall in the event of layoff or job posting be credited only with the seniority they acquire while working in the office bargaining unit. After three (3) years in the office bargaining unit the seniority of employees so affected will be adjusted on the basis of full Company Continuous Service.

#### 10.1.5

Employees transferred with their jobs into the bargaining unit from other locations, having held that job for a minimum of three (3) months, will hold seniority on the transferred-in function based on total past continuous credited service but will only hold seniority accumulated subsequent to transfer, for other purposes outside the transferred-in function. After three (3) years in the office bargaining unit the seniority of employees so affected will be adjusted on the basis of full Company Continuous Service.

#### 10.1.6\*\*

- R a) An employee who was assigned to a job elsewhere in Nortel Networks Corporation, not included in the bargaining unit, prior to March 17, 1988, and subsequently returns shall have his/her previous seniority in the bargaining unit restored. Such employee shall return to an available vacancy at the same grade level or lower than he/she held prior to his/her transfer out of the bargaining unit, provided he/she is qualified to perform the available work and provided also, that no bargaining unit employee is downgraded. After three (3) years in the office bargaining unit the seniority of employees so affected will be adjusted on the basis of full Company Continuous Service.
  
- R b) An employee who is assigned to a job elsewhere in Nortel Networks Corporation, not included in the bargaining unit, following March 17, 1988, and subsequently returns within three (3) years of leaving, shall be returned in accordance with 10.1.6 a) above.

Such employee may return after three years to an available vacancy at the same grade level or lower than he/she held prior to his/her transfer out of the bargaining unit, provided he/she is qualified to perform the available work and provided also, that no bargaining unit employee is downgraded. The employee shall not have his/her seniority restored upon his/her return, but after three years in the office bargaining unit the seniority of employees so affected will be adjusted on the basis of full Company Continuous Service.

#### 10.1.7

Where benefits in the Agreement are affected by service, such service shall be the greater of an employee's seniority or Company Continuous Service except in the following instances:

- a) Service with respect to - Employees Pension, Death Benefit, Sickness Benefit Plan, and Rate Protection shall mean Company Continuous Service.

- R**            b) Service with respect to Surplus, Lay-off and Recall articles, and Job Bidding and Promotions articles shall mean seniority.

10.1.8

An employee's seniority shall continue to accumulate during leaves of absence.

\* See Letter #4

\* \* See Appendix B, Letter #9

FOR THE COMPANY

FOR THE UNION

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DATE: \_\_\_\_\_

ISSUE 6

## ARTICLE 11 - JOB AND INCOME SECURITY

11.1 In the event that the Company decides to:

- a) close any of the two ongoing operations described in Appendix A; or,
- b) do any or all of the following:
  - (i) transfer work out of a bargaining unit to another Company location,

(ii) transfer work out of a Bargaining Unit,

**R** (iii) purchase components or parts, currently being produced by employees in a bargaining unit, from sources outside Nortel Networks Corporation,

(iv) permanently eliminate jobs for reasons other than market fluctuations,

and as a direct result either:

- 10% or more of the employees in such bargaining unit (excluding probationary employees, temporary employees, employees laid off and employees on LTD benefits not engaged in rehabilitation at a Company location), or
- 10% or more of such employees in a skill group,

**R** but, with respect to the Salaried skilled groups, in no case less than a total of 3 employees are given, during any period of ninety (90) days, layoff notices,

the provisions set out below will apply, as specified.

**R** For the purposes of this Article, there is a total of six (6) skill groups. The Salaried skill groups will be Grades 53 to 56, Grades 57 to 63, and E.T./Bargaining Unit Specialists, The Hourly skill groups will be trades persons, production employees, and employees in jobs requiring post secondary accreditation.

For the purposes of determining whether the percentages in Article 11.1 b) have been reached all layoff notices, as described above, which have not been cancelled during the operative ninety (90) day period will be counted.

Notices which have been counted in the determination that the percentages in



Article 11.1 b) have been reached cannot be counted again.

- 11.2 The Company will meet with the Union to discuss its decision at least 35 weeks in advance of the date of closure or at least 18 weeks in advance of layoff occurring as a result of the circumstances set out in Article 11.1 b) above. Following this meeting, the parties will meet again to discuss opportunities to retain or replace work with the aim of minimizing the reduction of employees, including using attrition to manage the extent of such reductions.

It is understood that such discussions are to be conducted on a confidential basis and the Union undertakes to guard the confidentiality of them.

- 11.3 The Company will give the Union and the employees notice of layoff, of at least 16 weeks, or such notice as provided under legislation, whichever is greater. This obligation will not apply retroactively to the layoffs which did not, at the time notices with respect to them were given, meet the percentages set out in Article 11.1 b) but together with subsequent layoffs, resulted in these percentages being met within the ninety (90) day period.

**R** Where such notice has been given, and subsequently a market fluctuation causes the giving of additional layoff notices within this initial notice period, these notices will remain unchanged and the additional notices will be for a period which is the greater of the period provided by legislation or as outlined in Article 12.15 for Salaried employees, or Appendix C, Article 17.3 (Belleville) or Appendix C, Article 18.3 (Brampton) for Hourly rated employees, or the amount of time remaining to the end of the initial notice period.

**R** 11.4 In the circumstances set out in Article 11.1 b) above and during the first thirty (30) days of the notice period under the first paragraph of Article 11.3 above, employees within each affected skill group will be offered the opportunity to retire early with a lump sum in accordance with the Voluntary Retirement Option set out in Article 11.8 below, and in accordance with the following:

- a) employees eligible to retire with either a Class A or a Class B pension will be offered, in descending order of seniority, the first opportunity and, if the number set out in b) below has not been exceeded employees eligible for a Class C pension will be offered, in the same way, the remaining opportunity, if any. After this, employees who qualify to be bridged in accordance with Company practice, to any of the above Classes will be offered in the same order of Class and in the same way any opportunity which was not taken.
- b) the total number of those retiring under a) shall not exceed 100% of the number of surplus employees within the skill group within which a surplus has been declared as a result of the circumstance set out in Article 11.1 and 50% of the number of employees displaced to layoff

within each of the other affected skill groups:

who have been given such notice(s) in accordance with the first paragraph of Article 11.3,

who have contributed to the percentages in Article 11.1 b) being reached, and

who have received such notices of layoff in the circumstances set out in Article 11.1 b) within the prior portion of the particular ninety (90) day period.

- c) where the number of employees within an affected skill group who accept the above early retirement opportunities is less than the maximum set out in Article 11.4 b), the difference will be added to the maximum of any of the other affected skill groups, so long **as** the addition does not cause the total number of retirements for that group to exceed the number of layoff notices in that group.

- R** d) Pension dates, or the dates of commencement of special leave prior to pension shall be no later than the end of the notice period. Notwithstanding the above, employees may utilize unused vacation credits as determined by the Company, to reach a pension date, or date of commencement of special leave prior to pension, provided that the first day of vacation is no later than the first working day after the end of the notice period. The employee's pension date, or date of special leave prior to pension, shall be the date, as determined by the company, that he/she becomes eligible, or bridgeable, to proceed to pension. It is understood that during the utilization of unused vacation credits, employees will not have access to the Short Term Disability plan, nor accrue service for vacation purposes.

- R** e) the affected skill groups will be those included for the purposes of Article 11.1 b) and any skill group affected by notices of layoff given during the remainder of the particular ninety (90) day period as a result of events described in Article 11.1 b) (i), (ii), (iii) and/or (iv).

- f) Where an employee who has been given layoff notice in accordance with the first paragraph Article 11.3 is also eligible to retire with a Class A, B or C pension within such notice period, he/she shall be offered the opportunity to retire with a lump sum in accordance with Article 11.8 below, regardless of whether the maximum set out in Article 11.4 b) for his/her skill group has been exceeded.

11.5 In the event the Company moves an operation or a job as per 11.1, the following

procedure will apply:

- a) if the employee is unable to maintain his/her grade, and so wishes he/she may request to be transferred at the same or to another Company location, if a vacancy is available and local collective agreements permit. The Company will provide job training where required for the transferred employee to perform the job in a satisfactory manner, such job training not to exceed a period of six (6) months, or
- b) an employee on an affected job will exercise his/her rights in accordance with the Surplus, Lay-off and Recall procedure as laid down in this Collective Agreement.
- c) an employee with less than five (5) years service who is retained on a job in accordance with a) or b) above and whose rate is adversely affected by the move shall have his/her rate maintained for twelve (12) months, after the change in assignment. During the twelve (12) months protection period, general wage adjustments will be applied based on the grade held by the employee immediately prior to the beginning of the protection period.

At the end of the protection period, the employee will be placed on the rate applicable to his/her assignment. Any employee with five years or more service will receive wage protection as per Article 12 of this Agreement.

**R**

Should the operation or job return to the location, such rate protection shall not apply to an employee who refuses opportunity for reinstatement for his/her former job.

- d) If, as a result of such a move of operation or job, the employee is required to move to a location greater than eighty (80) kilometers from his/her present location, the Company will pay reasonable moving costs.
- e) The Company will give sixty (60) days notice, whenever possible to employees who are to be transferred to a new location.
- f) where employees on affected jobs are located in more than one CAW Bargaining Unit and are seeking simultaneously to have the benefit of the provisions set out above in connection with the same vacancy, Local Seniority (L.S.) shall determine who will be selected for the vacancy.
- g) An employee permanently transferred from one group to another, or from one occupation to another within the same group, shall hold seniority except when a reduction in work load occurs in such group or occupation prior to the transferee completing the required training to do

the new job. In such circumstances preference may be given to a shorter service employee having greater experience and skill in that occupation and, if so, the trainee shall be transferred back to his/her former occupation.

- h) The Company agrees that it will limit the re-employment or transfer of employees from other Company locations to not more than 2% of the work force at the location affected in the period from July 1st to June 30th. When the influx of employees to a plant location results from increased new work programs, the 2% limitation will not apply. This waiver of the 2% limitation will not be used to circumvent the upgrading of bargaining unit employees. All transfers are subject to the provisions of Article 10.

**R** 11.6 All employees laid off pursuant to notices given under the first paragraph of Article 11.3 or pursuant to notices as a result of the circumstances set out in Article 11.1 b) within the particular ninety (90) day notice period, will be entitled to choose to take the layoff allowance to which they are entitled under Article 13 or to elect to be terminated and forfeit their recall rights by receiving severance pay allowance in accordance with the following table:

<u>Continuous Service</u>	<u>Severance Pay</u>
1 year but less than 2 years	2 weeks
2 years but less than 3 years	3 weeks
3 years but <b>less</b> than 4 years	4 weeks
4 years but less than 5 years	5 weeks
5 years but less than 6 years	8 weeks
6 years but less than 7 years	9 weeks
7 years but less than 8 years	10 weeks
8 years but less than 9 years	11 weeks
9 years but less than 10 years	12 weeks
10 years but less than 11 years	20 weeks
11 years but less than 12 years	22 weeks
12 years but less than 13 years	24 weeks
13 years but less than 14 years	26 weeks
14 years but less than 15 years	28 weeks

Three weeks additional pay for each full year of service thereafter.

**R** In a location closure, the severance table above will be modified, where appropriate, to provide the greater entitlement contained in the Lay-off

Allowance table in Article 13.1 (1).

**N** If an employee is later rehired within a time interval shorter than that covered by the severance pay allowance paid, the excess paid to the employee shall be considered as an advance in pay by the Company and shall be repayable through payroll deduction at the rate of 10% of the employee's wages per pay period.

**N** Receipt of a subsequent offer of employment will be contingent on the employee providing written authorization permitting the Company to make the wage deductions as described above.

**R** An employee who elects to be terminated and forfeit recall rights after the end of the notice period, and who is in receipt of the layoff allowance, shall receive a severance payment in accordance with Article 11.6, and the employee's severance payment shall be reduced by the sum of layoff allowance payments received.

**N** Should an employee elect to be terminated and forfeit his/her recall rights after receiving the lump sum payment, in accordance with Article 13.7, the lump sum amount shall be deducted from his/her severance entitlement as outlined in Article 11.6.

If severance pay under legislation is greater than the amount calculated as payable under this Article, the employee may elect to receive severance in accordance with the legislation instead of the amount calculated in accordance with this Article.

Employees who elect to be terminated and forfeit recall rights will continue to receive coverage provided under Article 13.6 a) for the balance of the period of nine (9) months following the month of layoff, so long as such employees continue to contribute to those plans which employees are required to make contributions.

11.7 In the circumstances of a closure, employees may, if eligible for pension or bridging to pension, proceed on pension/special leave leading to pension, as appropriate prior to the commencement of layoff. They will be entitled to receive a lump sum payment in accordance with the formula referred to in Article 11.8 or equivalent to the severance pay calculated under legislation, whichever is greater. Other employees not so eligible will be treated in accordance with Article 11.6.

#### 11.8 VOLUNTARY RETIREMENT OPTION

The lump sum paid in connection with the exercise of the Voluntary Retirement Option will be as follows:

**R** a) Employees eligible for Class A, B or C Pensions without bridging will

be paid six (6) months of regular weekly wages, except those employees having thirty (30) years or more of Pensionable Service prior to the end of the notice period who will be paid \$35,000 or 6 months of regular weekly wages, whichever is greater.

- b) Employees who qualify to be bridged to any of the above Classes will receive a lump sum payment based on their regular wages and continuous service as follows:

<u>Continuous Service</u>	<u>Lump Sum Payment</u>
Less than 22 years	4 months
22 years but less than 24 years	4.25 months
24 years but less than 26 years	4.5 months
26 years but less than 28 years	4.75 months
28 years but less than 30 years	5 months

- R c) For Hourly rated employees, a conversion factor of **4.3482** weeks per month will be utilized for the purposes of calculating the Voluntary Retirement Option as outlined above.

- R 11.9 If, in the circumstances described in Article 11.1, at least twenty percent (20%) of the employees in a bargaining unit or fifteen (15) employees, whichever is greater, have been given notices of layoff, then a Workforce Adjustment Committee will be established, if not already required by legislation. In no case shall there be less than one (1) or more than three (3) representatives on the Committee.

This Adjustment Committee will have the following responsibilities:

- To coordinate employee needs assessment reviews;
- To interface with community employers and employment agencies;
- To receive and post job availability information;
- To incorporate itself into any Workforce Adjustment Committee required by legislation.

The Committee members will be permitted reasonable time off without loss of pay to carry out their responsibilities and will be provided with adequate training to carry out their responsibilities. Furthermore, the Committee will remain active until such time as the participants, including Federal and Provincial Adjustment Officers, if any, agree that it should be discontinued. Except under the circumstances of a location closure, the Committee will not continue to be operative for a period greater than one (1) year from the date on which notices of layoff were given. Under the circumstances of a location closure, the Committee

will not continue to operate for a period of greater than one (1) year from the date on which the plant is closed.

- R** 11.10 The Company will provide tuition reimbursement to employees proceeding to layoff as a result of a notice of layoff given under the first paragraph of Article 11.3 or given as a result of circumstances set out in Article 11.1 a) or b), within the particular ninety (90) day notice period.

Courses eligible for reimbursement must be training that directly enhances the employee's employability. In order to qualify for tuition reimbursement, completion of the course must result in the receipt of a certificate, diploma, transcript or some other form of official documentation indicating successful completion. Course reimbursement is subject to management approval. Such approval will not be unreasonably denied.

Attendance of all training activities provided by external institutions and vendors must be during the employee's non-working hours.

Reimbursement will be limited to a maximum of thirty-five hundred (\$3,500) dollars per employee.

Applications for course reimbursement must be submitted prior to the employee's effective date of layoff. Tuition reimbursement for approved courses will be made for a period of twenty-four **(24)** months after the employee's date **of layoff**.

Employees who elected to be terminated and thereby forfeit their recall rights in accordance with Article 11.6 will continue to be eligible for tuition reimbursement for a period of twenty-four **(24)** months after the employee's date of layoff.

Tuition reimbursement will occur following the successful completion of an approved course. In addition, a receipt confirming prior payment of the tuition by the employee must also be submitted.

- R** 11.11 The Company will provide relocation assistance to employees proceeding to layoff **as** a result **of** a notice of layoff, given under the first paragraph of Article 11.3 **or** given as a result **of** circumstances set out in Article 11.1 a) or b) within the particular ninety (90) day notice period, who accept a job as outlined below, and, as a result, relocate to a new principle residence in excess of eighty (80) kilometers from their current location. Relocation assistance will only be provided for one relocation per employee household.

This program will apply to employees who accept full-time employment at other Company locations.

Additionally, in the circumstance set up in Article 11.1.a), relocation assistance will be extended to include acceptance of any job with an expected duration of greater than one (1) year.

To be eligible, candidates must be active full time employees at the time they accept a job offer.

The Company will provide relocation assistance to a maximum of five thousand (\$5,000) dollars for non-home owners, or, to a maximum of twelve thousand (\$12,000) dollars for homeowners.

Such relocation shall occur no later than six (6) months after the employee's commencement of his/her new job.

Reimbursement of relocation expenses will be based upon submitted receipts to the Company for expenses ruled by Income Tax Act and Regulations as being legitimate moving expenses and must be submitted to the Company within ninety (90) calendar days of the date of the relocation. Receipts must specify the date the expense was incurred and confirm prior payment of the expense by the employee. Receipts may only be submitted for relocation services that have already been accessed by the employee.

Employees entitled to relocation funding under any other program shall not be entitled to relocation assistance under this program as outlined above.

- R** 11.12 The Company may upon request provide to employees with notice of layoff, given under the first paragraph of Article 11.3 or given as a result of circumstances set out in Article 11.1 a) or b) within the particular ninety (90) day notice period, time off from work with pay to attend job interviews. Such requests shall not be unreasonably denied.



FOR THE COMPANY

FOR THE UNION

DATED:

ISSUE 6

**\* ARTICLE 12 - SURPLUS, LAY-OFF, RECALL AND**

**RATE PROTECTION PROCEDURES**

**SALARIED**

It is the intent of the Company to minimize any problems which may result due to the displacement of employees. The Company, therefore, agrees to full discussion on the circumstances leading to a surplus condition and at that time will provide the Local Union with confidential details of proposed displacements for the purpose of discussing such moves prior to them taking place.

**SURPLUS - CLERICAL**

- 12.1 In the event it is necessary to reduce the clerical workforce on a job analysis number, employees affected will be declared surplus in accordance with the following procedure:
- a) The junior employee in the affected grade and occupation will be declared surplus. Such employee may displace a more junior employee in the same grade level, provided such employee is qualified to do the job being performed by the junior employee. Whenever employees are notified that they are surplus, the Local Union President/Chairperson will be notified during the same working day.
  - b) A senior employee unable to displace a junior employee in the same grade level may bump a more junior employee in a lower grade level, provided the senior employee is qualified to perform the available job.
  - c) After having exhausted bumping rights outlined in 12.1 (a) and (b) and prior to being laid off, an employee will be returned to a formerly held grade and occupation at a higher grade level provided he/she is capable of performing the job and if such job is currently held by a more junior employee.
  - d) Subsequent to the application of 12.1 (c), if the employee has previously held a position in the E.T. grades, the employee will be returned to a formerly held grade and job, provided he/she is capable of performing the available work and has the required skills and education to perform the junior employee's job.
  - e) Subsequent to the application of 12.1 (d), if the employee has previously held a position in the B.U.S. grades, the employee will be returned to a formerly held grade and job, provided he/she is capable of performing the available work and has the required skills and education to perform the junior employee's job.
  - f) If the senior employee does not have the qualifications to displace a more junior employee, the senior employee shall be laid off.

- g) Any employee displaced in the above procedure may likewise exercise similar bumping rights.
- 12.2 If in the exercise of his/her bumping rights outlined in 12.1 (a) and (b), an employee returns to his/her formerly held grade and occupation, he or she shall be deemed to be qualified.
- 12.2.1 He/she shall also be deemed to be qualified should he/she return to a formerly held analysis number within an occupation, which has gone up no more than one grade since previously held.
- 12.3 The parties agree that qualified means able to perform the work. Employees will be given fifteen (15) working days to meet the normal job requirements. Employees shall be given the normal instructions for the job during this period.

#### LAYOFF - CLERICAL

- 12.4 Employees who cannot be placed in accordance with the above procedures shall be laid off in accordance with the following procedure:
- a) Students and temporary employees will have no bumping rights and will be terminated.
  - b) Probationary employees will have no bumping rights and will be terminated before any regular clerical employees are laid off, provided the remaining employees have the qualifications for the available jobs.
  - c) The Company will give in writing to the employees affected and to the Local Union notice of layoff as per 12.15.

#### SURPLUS - E.T.

- 12.5 In the event it is necessary to reduce the E.T. workforce in a department, employees affected will be treated in accordance with the following procedure:
- a) The junior E.T. in the lowest grade in the department affected will be declared surplus provided that the remaining E.T.'s in that department have the necessary skills **and** education to perform the remaining work.

The surplus employee will be considered for any available vacancy.

In the event that no suitable vacancy exists, the surplus employee will displace a more junior employee in a formerly held grade and job or may displace a **more** junior employee in a job at the same grade or lower deemed by the Company to be suitable considering his/her skills and education.

Where the surplus E.T. is unable to be placed as above, he/she will displace the junior E.T. in the bargaining unit provided the remaining E.T.'s in the junior employee's department have the necessary skills and ability to perform the available work and the surplus E.T. has the required skills and education to perform the junior employee's job.

Whenever employees are notified that they are surplus, the Local Union President/Chairperson will be notified during the same working day.

- b) Subsequent to the application of 12.5 (a), if the employee has previously held a position in the B.U.S. grades, the employee will be returned to a formerly held grade and job, provided he/she is capable of performing the available work and has the required skills and education to perform the junior employee's job.
- c) Prior to being laid off, an E.T. may displace a junior employee in the clerical ranks provided the E.T. is qualified to do the job being performed by the junior employee, as per the Surplus - Clerical clauses.

#### LAYOFF - E.T.

12.6 Employees who cannot be placed in accordance with the above procedures shall be laid off in accordance with the following procedure:

- a) Students and temporary employees will have no bumping rights and will be terminated.
- b) Probationary employees will be terminated before any regular E.T. employees are laid off, provided the remaining employees are able to perform the available work.
- c) The Company will give in writing to the employees affected and to the Local Union notice of layoff as per 12.15.

#### SURPLUS - BARGAINING UNIT SPECIALISTS

12.7 In the event it is necessary to reduce the Bargaining Unit Specialists workforce on a job analysis number, employees affected will be declared surplus in accordance with the following procedure:

- a) The junior Bargaining Unit Specialist in the lowest grade in the department affected will be declared surplus provided that the remaining Bargaining Unit Specialists in that department have the necessary skills and education to perform the remaining work.

The surplus employee will be considered for any available vacancy.

In the event that no suitable vacancy exists, the surplus employee will displace a more junior employee in a formerly held grade and job or may displace a more junior employee in a job at the same grade or lower deemed by the Company to be suitable considering his/her skills and education.

Where the surplus Bargaining Unit Specialist is unable to be placed as above, he/she will displace the junior Bargaining Unit Specialist in the bargaining unit provided the remaining Bargaining Unit Specialists in the junior employee's department have the necessary skills and ability to perform the available work and the surplus Bargaining Unit Specialist has the required skills and education to perform the junior employee's job.

Whenever employees are notified that they are surplus, the Local Union President/Chairperson will be notified during the same working day.

- b) Prior to being laid off, a Bargaining Unit Specialist may displace a junior employee in the clerical or E.T. ranks provided the Bargaining Unit Specialist is qualified to do the job being performed by the junior employee, as per the Surplus - Clerical or E.T. clauses.

#### LAYOFF - BARGAINING UNIT SPECIALISTS

12.8 Employees who cannot be placed in accordance with the above procedures shall be laid off in accordance with the following procedure:

- a) Students and temporary employees will have no bumping rights and will be terminated.
- b) Probationary employees will be terminated before any regular Bargaining Unit Specialist employees are laid off, provided the remaining employees are able to perform the available work.
- c) The Company will give in writing to the employees affected and to the Local Union notice of layoff as per 12.15.

#### RECALL

12.9 The Company will, at all times, endeavour to place any laid off employees on the payroll before engaging new employees. This shall be done by mailing a registered letter to the last known address of the laid off employee, with a copy to the Local Union.

12.10 Recalls to work shall be based on seniority, provided the recalled employee has the qualifications for the available job.

## RATE PROTECTION

- 12.11 An employee with five (5) years or more of service, downgraded due to shortage of work shall maintain the salary rate of pay in effect at the time of downgrade for the life of the Agreement.

In addition to that rate protection, the wage improvement expressed in the Contract Settlement will be applied to his/her former corresponding rate for that grade. This rate protection will not apply to an employee downgraded from a temporary assignment, or to an employee who refuses opportunity for reinstatement to his/her former job.

- 12.12 Clerical employees or Bargaining Unit Specialists whose jobs are evaluated and, as a result, are placed in a lower grade, will receive rate protection providing that:

- a) they are capable of performing the job function; and
- b) they remain on that assignment.

- 12.13 In the case of the engineering technicians, the application would be the same as 12.12 with the exception that the downgrade to sustain rate protection would not have been due to inability to perform at the grade level assigned.

- 12.14 Employees who were downgraded due to shortage of work, protected by 12.11, and who are not on lay-off and who elect not to apply for a vacancy in their former higher graded job, such salary rate protection shall cease.

- 12.15 Notice of layoff as referred to in 12.4 (c), 12.6 (c) or 12.8 (c) shall be as follows:

<u>C.S as at effective layoff date of layoff</u>	<u>Length of notice of</u>
Less than 3 years	2 weeks
3 years but less than 4	3 weeks
4 years but less than 5	4 weeks
5 years but less than 6	5 weeks
6 years but less than 7	6 weeks
7 years but less than 8	7 weeks
8 years or more	8 weeks

or notice of layoff **as**, provided in the appropriate government legislation whichever is greater.

- 12.16 In the event **of** a layoff, employees within each affected skill group will be offered

the opportunity to retire early under Company initiated pension criteria, in accordance with the following:

- a) employees eligible to retire with a Company initiated Class B pension will be offered, in descending order of seniority, the first opportunity and if the number set out in b) below has not been exceeded employees eligible for a Class C pension will be offered, in the same way, the remaining opportunity, if any. Employees must advise the Company of their acceptance of the pension offer within eight (8) working days of receipt of said offer.
- b) the total number of those retiring under 12.16 a) shall not exceed 100% of the number of surplus employees within the skill group (as defined in Article 11.1) within which a surplus has been declared.
- c) where the number of employees within an affected skill group who accept the above early retirement opportunities is less than the maximum set out in Article 12.16 b), the difference will be added to the maximum of any of the other affected skill groups, so long as the addition does not cause the total number of retirements for that group to exceed the number of layoff notices in that group.
- d) pension dates shall be no later than the end of the notice period. Notwithstanding the above, employees may utilize unused vacation credits, as determined by the Company, to reach a pension date provided that the first day of vacation is no later than the first working day after the end of the notice period. The employee's pension date shall be the date, as determined by the Company, that he/she becomes eligible to proceed to pension. It is understood that during the utilization of unused vacation credits, employees will not have access to the Sickness and Accident plan, nor accrue service for vacation purposes.
- e) where an employee who has been given notice of layoff and is also eligible to retire with a Company initiated class B or C pension within such notice period, he/she shall be offered the opportunity to retire regardless of whether the maximum set out in Article 12.16 b) for his/her skill group has been exceeded.

FOR THE COMPANY

FOR THE UNION

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**DATED:**

**ISSUE 2**



## ARTICLE 13 - LAY-OFF ALLOWANCE

13.1 The Lay-off Allowance Plan becomes operative, at the time the employee qualifies for Employment Insurance (E.I.) entitlement.

- R** 1) An employee's total lay-off allowance entitlement during a period of lay-off shall be as based on his/her service at the date of layoff as indicated in the following table:

<u>Service on Date of Lay-off</u>	<u>Lay-off Allowance Entitlement</u>
Less than 1 year	0 weeks
1 year but less than 2	5 weeks
2 years but less than 3	6 weeks
3 years but less than 4	7 weeks
4 years but less than 5	8 weeks
5 years but less than 6	11 weeks
6 years but less than 7	12 weeks
7 years but less than 8	13 weeks
8 years but less than 9	14 weeks
9 years but less than 10	15 weeks
10 years but less than 11	19 weeks
11 years but less than 12	21 weeks
12 years but less than 13	23 weeks
13 years but less than 14	25 weeks
14 years but less than 15	27 weeks

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

- R** 2) Regardless of whether or not the employee receives E.I. benefits from the date of layoff, or must wait two (2) weeks for E.I. benefits to commence ("the waiting period"), the laid off employee will be entitled to a payment of one hundred dollars (\$100.00) per week for the two (2) weeks following the date of layoff.

- R** 3) Each subsequent week's entitlement requires proof of receipt of E.I. benefits by the employee and shall be one hundred dollars (\$100.00) per week. In documented exceptional circumstances, the employee may request to receive payment of an amount less than one hundred dollars (\$100.00) per week.

- R** 4) An employee whose eligibility for E.I. has exhausted shall be entitled to accelerated payment of layoff allowance, resulting in payments equal to sixty

percent (60%) of the employee's regular weekly pay until such time as the employee's total entitlement under Article 13.1.1 has been exhausted.

- R** 5) Employees have no vested right to the layoff allowance except for supplementation of E.I. benefits during the employment period as specified in this Article.

13.2 Lay-off Allowance ceases when:

- a) Employee resigns.
- b) Benefits expire (Lay-off Allowance).
- R** c) An employee reports to work subsequent to recall.
- d) An employee refuses to report for work after recall. (In accordance with Article 10.1.1 (e).)
- R** e) An employee is no longer in receipt of E.I. benefits.
- R** f) A laid off employee receiving lay-off allowance after E.I. payments have been exhausted, obtains suitable employment.

13.3 Layoff Allowance payments shall be based on the employee's regular work week hours, (excluding overtime).

13.4 The rate of pay used in such computations shall be the employee's equivalent weekly rate, including C.O.L.A., in effect at date of lay-off.

13.5 a) An employee who has returned to work following receipt of benefits under this Article will, on a subsequent occasion, be eligible for such benefits based on his/her service, after deducting the amount he/she received previously. **An** employee who has used any benefits under this Article will have them fully reinstated after a period of continuous service of one (1) year following the date of his/her return to work.

- N** b) An employee who has returned to work following receipt of benefits under this Article will, on a subsequent occasion, be eligible for a severance pay allowance based on his/her service, after deducting the amount of layoff

allowance he/she received previously. An employee who has used any benefits **under** this Article will have his/her severance pay allowance benefits fully reinstated after a period of continuous service of one (1) year following the date of his/her return to work.

13.6 a) The Company agrees to cover the following benefits for nine (9) months following the month of lay-off:

- Extended Health Care Plan
- Vision Care Plan
- Dental Plan
- Group Insurance Plan - Part I
- Survivor Transition Benefit Plan

The Company agrees to cover the following benefits for nine (9) months following the month of lay-off so long as laid off employees continue to make the required contributions:

- Supplementary Hospital Plan
- Group Insurance Plan - Part II
- Dependent Life Plan

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

- Extended Health Care Plan
- Group Life Part I

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

### 13.7 Layoff Allowance - Single Payment

Instead of Layoff Allowance Entitlement as defined by the table in Article 13.1 (1), an employee may elect a single, lump sum Layoff Allowance payment subject to the following:

- 1) The employee must have fifteen (15) or more years of service.
- 2) If a laid off employee elects to receive a single payment, he/she cannot

again elect a single payment in any subsequent layoff,

- 3) The layoff allowance entitlement for this single payment for an employee who has a period of continuous service of one (1) year or more following the date of his/her return to work from any previous layoff will be as set out below. Employees not meeting this one (1) year or more criteria will have the entitlement as set out below reduced by any layoff allowance amount(s) received by the employee in previous layoff(s):

Service	Lay-off Allowance
<u>at date of Lay-off</u>	<u>No. of Weeks Pay</u>
15 years but less than 16 years	26 weeks

Three (3) weeks additional allowance for each complete year of service thereafter.

The payment will be calculated based on the employee's regular weekly hours of work (excluding overtime) and on his/her equivalent weekly rate at date of layoff, including COLA.

- 4) If the employee is later recalled within a time interval shorter than that covered by the lay-off allowance paid, the excess paid the employee shall be considered as an advance in pay by the Company and shall be repayable through payroll deduction at the rate of 10% of the employee's wages per pay period.

Receipt of single payment layoff allowance is contingent on the employee providing written authorization permitting the company to make the wage deductions as described above.

- 5) An employee who has returned to work following receipt of benefits under 13.7 will, on a subsequent occasion, be eligible for benefits under Article 13.1(1) based on his/her service, after deducting the amount he/she received under 13.7. **An** employee who has used any benefits under 13.7 will have his/her benefits under Article 13 fully reinstated after a period of uninterrupted employment of one (1) year following the date of his/her return to work. Should an employee be laid off prior to full recovery of layoff allowance as described in 13.7 (4), the outstanding amount will be deducted from the entitlement at date of layoff.

An employee with fifteen (15) or more years of service may elect a single payment once and one time only.

**R** 13.8 An employee subject to layoff may elect to take the layoff allowance to which

they are entitled under Article 13.1 (1), or to be terminated and forfeit their recall rights by receiving severance pay allowance in accordance with the following table:

<u>Continuous Service</u>	<u>Severance Pay</u>
1 year but less than 2 years	2 weeks
2 years but less than 3 years	3 weeks
3 years but less than 4 years	4 weeks
4 years but less than 5 years	5 weeks
5 years but less than 6 years	8 weeks
6 years but less than 7 years	9 weeks
7 years but less than 8 years	10 weeks
8 years but less than 9 years	11 weeks
9 years but less than 10 years	12 weeks
10 years but less than 11 years	15 weeks
11 years but less than 12 years	18 weeks

Three weeks additional pay for each full year of service thereafter.

- N** If an employee is later rehired within a time interval shorter than that covered by the severance pay allowance paid, the excess paid to the employee shall be considered as an advance in pay by the Company and shall be repayable through payroll deduction at the rate of 10% of the employee's wages per pay period.
- N** Receipt of a subsequent offer of employment will be contingent on the employee providing written authorization permitting the Company to make the wage deductions as described above.
- R** An employee who elects to be terminated and thereby forfeit his/her recall rights after the end of the notice period, and who is in receipt of the layoff allowance, shall receive a severance payment in accordance with Article 13.8, and the employee's severance payment shall be reduced by the sum of layoff allowance payments received.

Should an employee elect to be terminated and forfeit his/her recall rights after receiving the lump sum payment, in accordance with Article 13.7, the lump sum amount shall be deducted from his/her severance entitlement as outlined in Article 13.8.

If severance pay under legislation is greater than the amount calculated as payable under this Article, the employee may elect to receive severance in accordance with the legislation instead of the amount calculated in accordance with this Article.

Employees who elect to be terminated and thereby forfeit their recall rights will continue to receive coverage provided under Article 13.6 a) for the balance of the period of nine (9) months following the month of layoff.

FOR THE COMPANY

FOR THE UNION

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DATED:

ISSUE 3

## **ARTICLE 14 - NOTICE BOARDS**

- 14.1 The Company will provide bulletin boards for the exclusive use of the Local Union for the posting of notices pertaining to Union business. It is understood that all notices shall be subject to the approval of the designated Human Resources representative at the location, before they are posted.
- 14.2 Approval will not be unreasonably denied.

FOR THE COMPANY

FOR THE UNION

DATED:

ISSUE 1

**ARTICLE 15 - UNINTERRUPTED PRODUCTION**

- 15.1 During the term of this Agreement and during the period when negotiations for a further agreement **are** in progress, the Company agrees that there shall be no lockouts, and the Union agrees that there shall be no slowdown, strike or any other stoppages of or interference with work which would cause any interruption to Company operations.

FOR THE COMPANY

FOR THE UNION

DATED:



## **ARTICLE 16 - DEDUCTION OF REGULAR DUES**

- 16.1 During the term of this agreement and any extension or renewal thereof, the Company will deduct the regular monthly Union dues from the salaries of all employees covered by this agreement, in accordance with the Constitution of the Union.
- R** 16.2 For employees paid bi-weekly, the Company will deduct the equivalent of one (1) hour and ten (10) minutes pay for Union dues from each of the employee's first two (2) bi-weekly pays in each month,
- For employees paid weekly, the Company will deduct the equivalent of one (1) hour and ten (10) minutes pay for Union dues from the wages of each employee twice per month.
- 16.3 An employee shall be required to pay Union dues for the current month provided he/she has worked or received pay for one full week in that month.
- 16.4 When sufficient pay is not available for all other deductions during the period when deductions are made, no deduction shall be made for Union dues.
- 16.5 Dues deduction shall be suspended during the period of an employee's leave of absence without pay. When the employee is returned to the payroll, deduction of Union dues shall be automatically resumed. Upon written direction, the Company will recover unpaid dues.
- 16.6 The Union agrees to keep the Company harmless from any claims against it by an employee, which arise out of deduction under this article.
- 16.7 After receipt of written notification from the Local Union of alleged discrepancies in the matter of dues deduction, the appropriate Human Resources Department will investigate any omitted deduction and make any necessary adjustments in a succeeding month. If the Company remits dues in error, the Local Union agrees to reimburse any affected employee. The Company will not take it upon itself to make adjustments for dues remitted in error.
- R** 16.8 a) On receipt of written authorization from an employee, the Company will deduct the authorized initiation fee.
- b) On receipt of written authorization from a skilled trades employee, the Company will, in January of each year, deduct the Skilled Trades Council dues.
- 16.9 Amounts deducted for dues and initiation fees shall be remitted to the Local Union as soon as possible after the end of each fiscal month.
- 16.10 Any changes in the amount of monthly Union dues will be certified to the

Company by an authorized officer of the Local. A certification in a form acceptable to the Company which changes the dues shall become effective the month following certification providing it is received by the Company on or prior to the tenth (10th) of the month

- 16.11 The Company will include the amount of dues deductions, made by the Company, on the T4 slips issued by the Company to employees covered by this Collective Agreement.

FOR THE COMPANY

FOR THE UNION

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ISSUE 1

DATED:

**ARTICLE 17 - DISCIPLINARY ACTION**

17.1 No employee covered by this Agreement will be disciplined, demoted, suspended or discharged except for just cause. Without limiting the foregoing, discipline is defined as a formal warning to the employee in the form of a written notice from the Company to the employee with a copy to the Local Union.

**R** 17.2 The Company will notify the Local Union in writing within twenty-four (24) hours of the issuance of any written warning.

17.3 1) For Salaried employees, any given written warning will remain against the employee's record for a period of twenty-four (24) calendar months. However, should such warning be followed by eighteen (18) calendar months of discipline free performance the warning shall be removed from his/her record.

**R** 2) For Hourly rated employees, any given written warning will be removed from the employee's record following a period of fifteen (15) months of discipline-free performance from the date of such written warning.

**R** 3) For Hourly rated employees, a suspension will be removed from the employee's record following a period of twenty-four (24) months of discipline-free performance from the date of such suspension.

**R** 17.4 An employee who **is** being suspended **or** discharged will have the Local Union President/Chairperson or his/her alternate, and the employee's Committeeperson or his/her alternate, in attendance during the disciplinary interview.

**R** An employee who has been suspended, separated, or discharged shall be advised in writing of the reason for such action, with a copy to the Local Union President/Chairperson, and shall be permitted to talk to his/her Committeeperson before he/she is required to leave the facility.

FOR THE COMPANY

FOR THE UNION

**DATED:**

**ARTICLE 18 - ACCESS TO PERSONNEL AND ATTENDANCE RECORD  
CARDS**

- 18.1 Any employee upon request, will have the right to review his/her own personnel file and/or attendance record card either individually, or jointly with his/her committee person in the presence of the employee's manager or a representative of the Human Resources Department.
- 18.2 In the case of a complaint or grievance, the profile and/or attendance record card of any eligible employee directly involved in a grievance will be made available to a Local Union committee person, upon request, for review in the presence of the employee's manager or a representative of the Human Resources Department.
- 18.3 For the purpose of processing a grievance, the grievor and/or committee person shall, upon request, receive a copy of his/her profile and/or attendance record card.

FOR THE COMPANY

FOR THE UNION

DATED:

**ARTICLE 19 - JOB BIDDING AND PROMOTIONS  
CLERICAL JOBS**

19.1 The Company agrees that notices shall be posted for a period of three (3) working days on Office Notice Boards for all new jobs or vacancies in clerical job grades 54 to 63, which are not filled in accordance with 19.1.1 or clause 10.1.6 of Article 10 - Seniority, or clause 30.8 of Article 30 - Maternity Leaves or placement of surplus employees into vacancies under the provisions of Article 12 - Surplus 12.1, 12.2 and 12.3.

19.1.1

The Company reserves the right to move bargaining unit employees laterally in the interest of the efficient operation of the business, however, the number of employees moved laterally by the Company in the twelve (12) month period, July 1 to June 30, will not exceed four (4) percent of the number of clerical bargaining unit employees at the location.

19.1.2

- a) Employees may apply for a lateral transfer to a posting for a new job or a vacancy provided such employees have been assigned continuously to their current job for a period of eighteen (18) months.
- b) An employee may apply for a lower graded vacancy. If selected, no further application for a downgrade will be considered from such employee for an eighteen (18) month period.
- c) Only one such request for transfer or downgrade will be granted in any chain of moves associated with the filling of the original posting.

19.2 Such notices shall include an abbreviated description of job duties and qualifications, Dept. No., pay range, grade and analysis number.

19.3 Selection shall be made on the basis of seniority, ability, skill and experience.

19.4 After all applications from bargaining unit office employees have been reviewed and it is determined that none possesses the necessary qualifications and before the vacancy is filled from outside the clerical group or by hiring:

- a) For Grades 54 and 55, the senior applicant will be selected providing he/she has the necessary basic skills to perform the job.
- b) For Grades 56 to 63, the senior applicant with related experience will be considered for the vacancy. In every instance, all applications will be reviewed with the necessary consideration for seniority to determine whether

an employee possesses sufficient related experience and/or specific skills or education that would permit him/her to perform the job with normal job instruction within a reasonable period of time.

- 19.5 Selection will normally be made within fifteen (15) working days of the end of the posting period. In the event the manager is unable to meet the deadline, he/she will advise the Union.

When the selection is made, the Company will post within five (5) working days the name of the employee selected for the job on Office Notice Boards, and furnish the Local Union a copy of the notice and the name of the selected employee. On request, the Local Union may review the list of applicants for the posting.

- 19.6 Employees who were downgraded due to shortage of work, will receive preference in the selection from applicants for a posted vacancy provided they have previously held such job.
- 19.7 Exceptions to the above mentioned posting requirements may be made in medical cases, which the Company agrees to discuss with the Local Union. Arrangements made under this clause will be confirmed in writing.
- 19.8 A temporarily recalled employee will have no posting rights during the period of assignment.

**ARTICLE 20 - COMPANY HOLIDAYS**

**R** 20.1 Employees who are not required to work on the under noted Company Holidays will receive their normal pay provided that these Company Holidays are officially observed on a day on which an employee would normally work, and provided that the employee receives pay for the working day preceding or the working day following a Company Holiday except where absence is occasioned by duly verified sickness or where employees have been laid off in a reduction of work force within seven (7) calendar days prior to the Company Holiday, irrespective of date of recall.

**N** Employees who are granted a Leave of Absence in conjunction with the Christmas/New Year's Company Holiday inclusive will qualify for Company Holiday pay providing they work their regular scheduled shift prior to and following the Leave of Absence. Such Leave cannot exceed seven (7) calendar days prior to and following the Christmas shutdown.

**R** In 2000, the Company Holidays will be as follows:

21 April	(Good Friday)
22 May	(Victoria Day)
03 July	(Canada Day)
07 August	(Civic Holiday)
04 September	(Labour Day)
09 October	(Thanksgiving Day)

December 25, 26, 27, 28, 29 and January 1, 2, February 12 \*, 2001.

**R** In 2001, the Company Holidays will be as follows:

13 April	(Good Friday)
21 May	(Victoria Day)
02 July	(Canada Day)
06 August	(Civic Holiday)
03 September	(Labour Day)
08 October	(Thanksgiving Day)

December 24, 25, 26, 27, 28, 31, January 1, February 11\*, 2002

**R** In 2002, the Company Holidays will be as follows:

29 March	(Good Friday)
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20 May	(Victoria Day)
01 July	(Canada Day)
05 August	(Civic Holiday)
02 September	(Labour Day)
14 October	(Thanksgiving Day)

December 23, 24, 25, 26, 27, 30, 31, January 1, 2003

\* If the Federal/Provincial Governments proclaim any new legal holiday (e.g. Heritage Day), such day will supplant the indicated day.

**R** 20.2 When a Company Holiday occurs on a regular working day during an employee's vacation, the employee shall be entitled to one extra day as vacation with pay.

**ARTICLE 21 - JURY DUTY OR COURT ATTENDANCE OR QUARANTINE**

21.1 Leave-of-absence with pay shall be granted by the Company to employees summoned for jury duty or court attendance (not as plaintiffs, defendants or voluntary witnesses). Employees shall report for regular duties while temporarily excused from attendance at court.

N 21.2 Quarantine

An employee required to be absent due to quarantine imposed by duly constituted health authorities shall be paid for such absence which shall be treated as absence due to personal sickness.

FOR THE COMPANY

FOR THE UNION

DATED:

## ARTICLE 22 - BEREAVEMENT

- R** 22.1 At the time a death occurs in the immediate family of an employee such employee shall, on request, be granted a leave of absence not to exceed five (5) consecutive regular scheduled working days. During the period from the date of the death through the day after the funeral inclusive, and provided the employee attends the funeral, the Company will grant a bereavement pay allowance of up to a maximum of three (3) days during the employee's regular working schedule and at the employee's regular rate of pay. An employee's immediate family shall be considered as "spouse"\*, son, daughter, step-child, child of current spouse, mother, father, step-parent, foster parents, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister, step-sister, brother, step-brother, brother-in-law, sister-in-law, grandparent or grandchild. Other relatives residing with the employee shall also be considered as immediate family.

Where internment of a deceased member of an employee's immediate family is delayed, the employee may elect to take up to one (1) working day from his/her five (5) day bereavement leave entitlement to attend at the internment.

- 22.2 In the event the employee is unable to attend the funeral of a member of his/her immediate family as described in 22.1 and a Memorial Service is held he/she shall be granted a one day leave-of-absence with pay to attend the Memorial Service.
- 22.3 Extensions to the leave-of-absence may be granted when an employee has difficult travel arrangements, long distances to travel, or all of the responsibility for funeral arrangements.

\* as defined in Appendix D, Article 1.6.3 (i).

FOR THE COMPANY

FOR THE UNION

DATED:

**ARTICLE 23 - TEMPORARY HELP**

**SALARIED**

The parties agree that resources required to respond to less than full time assignments and/or to provide backfill for regular full time employees absent from work, will be acquired under 23.1 or 23.2.

23.1 Employees on regular full-time utility analysis number(s) at each location will be utilized as the Company determines requirements. The job grade will be established at each location under existing job evaluation procedures. Employees assigned to this analysis number will be moved from assignment to assignment at the discretion of the Company, without regard to Article 19 - Job Bidding and Promotions - Clerical Jobs.

23.2 The Company agrees not to use temporary help while bargaining unit employees willing and qualified to perform the available work are on lay-off.

23.2.1 Prior to employing temporary help for more than one (1) week the Human Resources Department agrees to discuss the nature and expected duration of such help with, and provide a list to, the Local Union. Should the nature or expected duration change, the union will be advised.

23.2.2 Use of temporary help will be limited to ninety (90) calendar days duration, but may be extended by mutual agreement.

FOR THE COMPANY

FOR THE UNION

**DATED:**

**ARTICLE 24 - JOB EVALUATION**

**SALARIED**

2. 1 The following provisions with respect to JOB EVALUATION will apply:
- a) The Company agrees to supply the Local Union with a copy of the Evaluation Plans pertaining to employees covered by this Agreement, copies **of** all Clerical Job Descriptions, and all supporting data associated with any clerical job, within two (2) weeks.
  - b) In the event of any significant change in an existing clerical job or any alleged error in evaluation of a clerical job, the Local Union or an employee may request, in writing, a review of the job. Any grade increase resulting from the evaluation, shall be retroactive to date of receipt of the written request.
  - c) Any dispute relative to Clerical Evaluation shall be subject to the Grievance Procedure.
  - d) Prior to a clerical job being evaluated, the incumbent employee will be allowed to review his/her job description for the purpose of ensuring that essential duties are included.

FOR THE COMPANY

FOR THE UNION

DATED:

**ARTICLE 25 - LEAVE OF ABSENCE FOR UNION DUTIES**

- 25.1 The Company agrees that leave of absence without pay, but with maintenance of seniority and pension rights, to which they would otherwise be entitled, shall be granted to a limited number of employees in order to carry out the proper administration of this Agreement. Such leave shall not exceed a period of one (1) year but may be subject to renewal at the expiration of one (1) year.
- R** 25.2 The Company agrees that leave of absence without pay, but with maintenance of seniority and pension rights, will be granted to an employee who is elected or appointed to a full-time Union office, provided the Union and the employee make application for such leave. Such leave shall not exceed a period of one (1) year, but may be subject to renewal at the expiration of one (1) year. The Company reserves the right to limit the number of employees to whom such leaves of absence will apply. Such leave will be automatically renewed unless three (3) months notice of non-renewal is provided by the Union and provided that the nature of the leave has not materially changed.
- 25.3 Where **an** officer, representative or member of the Union is granted leave of absence in connection with conciliation, arbitration or other Union activities, upon written authority from the Local Union, the Company will pay the employee regular pay for time not worked during the employee's regular hours of work, not to exceed one (1) month for any one leave. The Local Union shall reimburse the Company for such payments.
- 25.4 At the written request of the Local Union, officers and representatives shall be allowed time off for Union educational purposes. Not more than one-half of this group, except by mutual agreement, shall be off under this provision at any one time and the length of time any one employee may be off under this provision shall not exceed two (2) consecutive weeks. Each period of absence shall be separately requested. Upon written authority from the Local Union, the Company will pay the employee's regular pay for the absence and the Local Union will reimburse the Company for such payments.
- 25.5 The Union agrees to co-operate with the Company in order that disruption of business may be minimized.

FOR THE COMPANY

FOR THE UNION

DATED:

## **\*ARTICLE 26 - OVERTIME PROVISIONS**

### **SALARIED**

- 26.1 Overtime shall mean "authorized overtime" and shall not include time worked which is less than one-half (1/2) hour.
- 26.2 Payments for periods worked in excess of one-half (1/2) hour will be paid for, to the last full half hour (1/2) worked.
- 26.3 Employees shall be paid at one and one-half (1 1/2) times their equivalent hourly rate for all hours worked in excess of seven and one-half (7 1/2) hours during the twenty-four (24) hour period commencing with the regular morning starting time on any day.
- 26.4 Employees shall be paid at two (2) times their equivalent hourly rate for all hours worked in excess of eleven and one-half (11 1/2) hours during the twenty-four (24) hour period commencing with the regular morning starting time on any day.
- 26.5 Employees shall be paid overtime for all time worked on Saturday commencing from their regular morning starting time on the basis of one and one half (1 1/2) times for the first eleven and one half (11 1/2) hours and two (2) times for hours worked in excess of eleven and one half (11 1/2) hours, and for all approved time worked on Sunday.
- 26.6 Employees shall be paid at two (2) times their equivalent hourly rate for all approved time worked on Plant Holidays in addition to their regular Plant Holiday pay.
- 26.7 Except in the case of emergency, employees may request to be excused from working overtime provided that such employees have a legitimate reason for being excused. Such legitimate request shall not be unreasonably denied. The Company agrees that except in cases of emergency, employees who are required to work overtime shall be advised at least twenty-four (24) hours before the overtime is to be worked. Overtime in excess of six (6) hours per week is voluntary.
- 26.8 The parties agree that there shall be no make-up time except in the following case which requires the signatures of any two authorized executive officers of the Local Union and the Manager, Labour Relations.
  - a) When, by mutual agreement, working conditions are changed so that there shall be an extended shutdown of operations in conjunction with a Plant Holiday, it is understood and agreed that no overtime shall be paid for all time worked to provide for loss of production as a result of the shutdown,

irrespective of any other paragraph in this Article.

**26.9** The opportunity for overtime work shall be equalized among employees normally engaged on the work, insofar as it is practicable.



26.10 When employees are required to report prior to their morning shift start time, overtime rates will be paid for time worked prior to such shift start time.

26.11 Employees who have earned overtime in accordance with this Article or Article 27.4.1, may elect to bank equivalent credit as outline in Appendix B, Letter #13 or receive payment.

\* See Appendix B, Letter #13

## ARTICLE 27 – VACATIONS

### SALARIED

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

#### 27.1.1

One (1) full working month but less than two (2) full working months	=	1 day
Two (2) full working months but less than three (3) full working months	=	2 days
Three (3) full working months but less than four (4) full working months	=	3 days
Four (4) full working months but less than five (5) full working months	=	4 days
Five (5) full working months but less than six (6) full working months	=	5 days
Six (6) full working months but less than seven (7) full working months	=	6 days
Seven (7) full working months but less than eight (8) full working months	=	7 days
Eight (8) full working months but less than nine (9) full working months	=	8 days
Nine (9) full working months but less than ten (10) full working months	=	9 days
Ten (10) full working months but less than eleven (11) full working months	=	10 days
Eleven (11) full working months but less than twelve (12) full working months	=	10 days
Twelve (12) full working months but less than three (3) years	=	10 days

If vacation is taken prior to July 1st, the length of vacation shall be based on the number of days to which the employee is entitled at the time **of** taking such vacation, any remaining days to which *the* employee may be entitled shall be taken subsequent to June 30th.

#### 27.1.2

#### V      n E:      1

After continuous service of three (3) years but less than ten (10) years - three (3) weeks.

After continuous service of ten (10) years but less than nineteen (19) years - four (4) weeks.

After continuous service of nineteen (19) years but less than twenty-nine (29) years - five (**5**) weeks.

After continuous service of twenty-nine (29) years - six (**6**) weeks.

27.2 When **an** employee is transferred from a salary to an hourly job, or from **an** hourly to a salary job, the vacation period shall be based on his/her status as of June 30th in the current year.

27.3 When **an** employee has been absent without pay for an accumulated period in excess of sixty (**60**) days in any one year, his/her vacation shall be reduced in such year in accordance with the following table for each thirty (30) days absence in excess of sixty (**60**) days.

Reduction In Vacation Credit

Twelve (12) months but less than three (3) years	1 day
Three (3) years but less than ten (10) years	1 1/2 days
Ten (10) years but less than nineteen (19) years	2 days
Nineteen (19) years but less than twenty-nine (29) years	2 1/2 days
Twenty-nine (29) years or more	3 days

27.4 Wherever practicable vacation will be given during the last two (2) weeks in July and the first two (2) weeks in August. The Company reserves the right to select employees from those eligible for vacation to work during this period, such employees will take their vacation at such other time as may be arranged.

27.4.1 **While** it is not Company policy to allow employees to **work** instead of taking vacation, it is agreed that whenever the Company requests an employee to work in place of taking his/her vacation and the employee agrees to perform such work, the employee may elect to bank the time worked at one and one-half (1 1/2) times the hours worked, subject to the provisions of Letter #28, or to be paid at one and one-half (1 1/2) times his/her equivalent hourly rate for all such time worked. In addition, regardless of the employee's election to bank time or take payment, he/she shall retain his/her regular vacation pay or vacation equivalent time off at some other time as may be arranged. Documented unrecoverable expenses will be reimbursed to the employee by the Company.

27.4.2 Advance notice will be provided to the Union at the earliest possible date **of** any vacation shutdown beyond the standard vacation period.

27.5 Employees who will complete the years of continuous service as prescribed in Clause 27.1.2 after June 30th in the calendar year shall be entitled to vacation in accordance with the schedule.

27.6 Vacations shall not be accumulative and shall be completed by May 31st of the following year.

R 27.7 Employees who fall into one of the following categories;

- Employees who are terminated or who have resigned
  - Employees on maternity leave of absence
  - Employees on adoption leave of absence
  - Employees on lay-off
  - Employees on S.T.D. or W.S.I.B.
- will be accorded vacation pay treatment as shown hereunder:

**27.7.1 VACATION ALLOWANCE TO EMPLOYEES ON TERMINATION OF SERVICE:**

Vacation pay owing at time of termination or resignation will be paid including **COLA.**

Employees whose service is terminated before June 30th will receive their accrued vacation pay at time of termination of service as follows:

	*No. Days Accrued	
		Vacation Pay at Rate
Continuous Service on	in Effect on Date	Maximum
<u>Date of Termination</u>	<u>Service Terminates</u>	<u>Payable</u>
Less than three (3) years	1 day	10 days
Three (3) years but less than ten (10) years	1 1/2 days	15 days
Ten (10) years but less than nineteen (19) years	2 days	20 days

Nineteen (19) years but

less than twenty-nine

(29) years

2 1/2 days

25 days

Twenty-nine (29) years

or more

3 days

30 days

\* For each full working month of service from 1 July last to date service terminates.

**27.7.2 EMPLOYEES ON MATERNITY LEAVE OF ABSENCE:**

Employees proceeding on MLA may request vacation pay in lieu of vacation at time of leaving or during the leave, after June 30th of the vacation year.

Vacation pay, paid in lieu of vacation, will be paid at the rate in effect at time of payment. Such rate will include COLA.

**27.7.3 EMPLOYEES ON ADOPTION LEAVE OF ABSENCE:**

Employees proceeding on Adoption Leave of Absence may request vacation pay in lieu of vacation at time of leaving or during the leave, after June 30th of the vacation year.

Vacation pay, paid in lieu of vacation will be paid at the rate in effect at time of payment. Such rate will include COLA.

**27.7.4 EMPLOYEES ON LAY-OFF:**

Employees laid off during the vacation year (July 1 to June 30) and are not recalled prior to June 30 will be paid vacation pay in lieu of vacation.

A laid off employee must have received pay from the Company for hours worked or has received the sickness benefit pay during the vacation year (July 1 to June 30) to qualify for vacation entitlement in accordance with Article 27 of the Agreement.

Employees who are paid vacation pay will be paid at the rate in effect at time of

lay-off, Such rate will include COLA.

R 27.7.5 EMPLOYEES ON S.T.D. OR W.S.I.B.

Employees who are unable to request vacation by May 31st of the following year due to absence for S.T.D. or W.S.I.B. will be paid vacation in lieu of vacation.

FOR THE COMPANY

FOR THE UNION

DATED:

**ISSUE 3**

## ARTICLE 28 - HOURS OF WORK

### SALARIED

- 28.1 The regular hours of work for office employees will be seven and one-half (7 1/2) per day, Monday to Friday, with a total of thirty-seven and one-half (37 1/2) hours for the week.
- 28.2 In cases in which the use of certain special facilities in shop or office are needed, Saturday and Sunday may form **part** of the thirty-seven and one-half (37 1/2) hour work week, with overtime rates being paid for such two days.
- 28.3 The Company reserves the right to change from time to time the starting and stopping time; it is, however, agreed to discuss this with the Local Union before putting any such change into effect.

FOR THE COMPANY

FOR THE UNION

DATED:



**ARTICLE 29 - OFF-SHIFT DIFFERENTIAL**

- R** 29.1 For employees whose rate of pay is based on a monthly rate, the off-schedule differential will be \$6.45 per shift for the second shift and the third shift, and will be paid to employees working on a schedule of hours commencing on or after 3:00 p.m.
- R** 29.2 For employees whose rate of pay is based on an hourly rate, an off-shift differential of \$0.80 per hour will be paid to all employees working on second or third shift operations. Employees working on second shift operations or third shift operations will receive the off-shift differential for hours worked prior to and subsequent to their shift.

FOR THE COMPANY

FOR THE UNION

DATED:

ISSUE 1

## ARTICLE 30 - MATERNITY, ADOPTION AND PARENTAL LEAVES

### MATERNITY LEAVE

30.1 Maternity Leave of Absence will be granted, subject to the following:

- 1) Applicable to employees with thirteen (13) weeks or more of service prior to the date of leave or in accordance with legislation.
- 2) Employee states her intention to return to work and makes a formal application for Leave of Absence at least two weeks prior to leaving. Such application must be accompanied by a certificate from a legally qualified medical practitioner stating the expected date of birth. Formal application will be waived in the case of an employee who stops work because of birth that happens earlier than the date upon which the employee was expected to give birth.
- 3) Leave of Absence may begin no earlier than seventeen (17) weeks before the expected birth date unless an employee stops work because of complications or earlier delivery date as described in 2) above.

4) Leave of Absence will be granted under the following options:

- a) Option 1 - Period up to 17 weeks for Maternity Leave (Legislation) and period up to 18 weeks for Parental Leave (Legislation).

The period of leave under this option is up to 35 weeks duration.

- b) Option 2 - Comprised of the period in excess of the combined Maternity Leave and Parental Leave (Legislation).

Leave granted under this option shall not result in the employee being away from work in excess of fifty-two (52) weeks from the date of commencement of the Maternity Leave.

Only one option may be selected.

- 5) Employees on Option 1 Maternity Leave will be credited with Continuous Service (C.S.) and Local Seniority (L.S.) for the whole leave.
- 6) Employees on Option 2 Maternity Leave will be credited with Continuous Service (C.S.) and Local Seniority (L.S.) for the first seventeen weeks plus the period of Parental Leave.
- 7) Employees who are not eligible by reason of service will not be granted maternity leave. Personal leave of absence will be granted to such

employees in lieu of maternity leave.

ADOPTION LEAVE

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

- 1) Applicable to employees with thirteen (13) weeks or more of service prior to the date of leave or in accordance with legislation.
- 2) Employee states his/her intention to return to work and makes a formal application for an adoption leave of absence at least two (2) weeks prior to date of leaving.
- 3) Leave will be for a period of up to eighteen (18) weeks. Such leave may be extended only where the Adoption Agency requires a period in excess of eighteen (18) weeks.
- 4) Leave must begin no more than thirty-five (35) weeks after the child comes into custody, care and control of the employee for the first time.
- 5) Employees will be credited with Continuous Service (C.S.) and Local Seniority (L.S.) for up to eighteen (18) weeks.

PARENTAL LEAVES OTHER THAN ADOPTION LEAVE

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

- 1) Applicable to an employee who has qualified for Maternity Leave in the circumstances of a live birth or an employee who, not having given birth to a child, has thirteen (13) weeks of service prior to the date of Parental Leave and:
  - a) who is in a relationship of some permanence with a parent of a child who has come into the employee's care, custody and control for the first time and who the employee intends to treat as a child of his/her own, or
  - b) who is the natural father of a newborn child or a child who has come into his care, custody and control for the first time.
- 2) Employee states his/her intention to return to work and makes a formal application for Parental Leave of Absence at least two weeks prior to date of leaving.

- 3) Parental Leave must begin:
  - a) in the case of an employee who has taken Maternity Leave, immediately following the Maternity Leave unless the new born child has not yet come into the custody, care and control of the employee for the first time, or
  - b) in the case of an employee who is not entitled to take Maternity Leave, no more than thirty-five weeks after the child is born or comes into the custody, care and control of the employee for the first time.
- 4) Parental Leave will be for a period of up to eighteen (18) weeks.
- 5) Employees on Parental Leave will be credited with Continuous Service (C.S.) and Local Seniority (L.S.) for up to eighteen (18) weeks.

## **R** MATERNITY LEAVE ALLOWANCE

- 30.4 a) A pregnant employee who has Continuous Service ("C.S.") of thirteen (13) weeks or more prior to the date of leave is entitled to maternity leave allowance.
- b) An employee entitled to Maternity Leave Allowance (MLA) shall provide to the Company proof of application for Employment Insurance benefits. Regardless of whether or not the employee receives Employment Insurance benefits from the start of her maternity leave, or must wait two weeks for Employment Insurance benefits to commence ("the waiting period"), an employee who has provided a physician's certificate specifying the expected birth date shall receive MLA commencing on the first day of such leave. During the first six (6) weeks of maternity leave, the MLA will be the greater of **75%** of the employee's weekly base rate less Employment Insurance benefits received by the employee, and an amount equal to the S.T.D. benefit appropriate for the employee less Employment Insurance benefits received by the employee.

At the conclusion of the six week period, so long as the employee has not provided medical evidence satisfactory to the Company supporting a prolonged period of health related absence, the employee who has provided proof that she is receiving Employment Insurance benefits shall receive MLA at **75%** of the employee's weekly base rate less Employment Insurance benefits received by the employee.

The maximum MLA entitlement is fifteen (15) weeks. Payment of the

allowance terminates after the employee ceases to qualify for Employment Insurance benefits.

- c) An employee who is eligible to receive maternity leave allowance pursuant to Article **30.4** (a), but who is not entitled to receive Employment Insurance benefits for all or a portion of the fifteen (15) weeks allowance period because she has been previously laid off by the Company, shall be entitled to receive maternity leave allowance pursuant to Article **30.4** (b).
- d) The employee who, while employed by the Company, has received Employment Insurance benefits in connection with maternity and/or parental leaves and who is subsequently laid off by the Company without having worked sufficient time to permit maximum entitlement to Employment Insurance benefits while on layoff shall be paid, an amount equivalent to the difference between the remaining amount of Employment Insurance benefit payable in the 52 week Employment Insurance entitlement period, and the maximum amount of Employment Insurance benefit entitlement had the employee not collected Employment Insurance benefits while on maternity and/or parental leave, plus layoff allowance top up.

#### ADOPTION LEAVE ALLOWANCE

- 30.5**
- a) Adoption Leave Allowance will only be paid to employees who have Continuous Service (C.S.) of nine (9) months or more.
  - b) The employee who provides proof of receiving Employment Insurance benefits shall be paid adoption allowance for up to 10 weeks equivalent to 75% of the employee's weekly base rate less Employment Insurance benefits received by the employee. Payment of this allowance will cease after the employee ceases to qualify for Employment Insurance benefits.
  - c) The employee who is not entitled to receive Employment Insurance benefits for all or portion of the ten (10) weeks of parental benefits (for adoption), due to having been previously laid off by the Company, shall be paid adoption leave allowance during Adoption Leave for up to ten weeks at a rate equivalent to **75%** of the employee's weekly base rate, less any Employment Insurance benefits received.
  - d) The employee who, while employed by the Company, has received Employment Insurance benefits in connection with parental leave (for adoption) and who is subsequently laid off by the Company without having worked sufficient time to permit maximum entitlement to Employment Insurance benefits shall be paid, an amount equivalent to the difference

between the remaining amount of Employment Insurance benefit payable in the 52 week Employment Insurance entitlement period, and the maximum amount of Employment Insurance benefit entitlement had the employee not collected Employment Insurance benefits while on adoption leave, plus layoff allowance top up.

- e) In the instances described in b) and c) above, the Company will pay during the adoption leave weeks exceeding 10 when no employment benefits are being paid, up to 5 additional weeks at 75% of the employee's weekly base rate.

## **R PARENTAL LEAVE ALLOWANCE OTHER THAN ADOPTION**

- 30.6**
- a) The following provisions apply to parental leaves, pursuant to Article 30.3, for the period of such leave on or after April 28, 1991.
  - b) Parental leave allowance will only be paid to those employees who have Continuous Service (C.S.) of nine (9) months or more.
  - c) The employee who provides proof that he/she is receiving Employment Insurance benefits shall be paid for up to ten (10) weeks parental leave allowance equivalent to **75%** of the employee's weekly base rate less Employment Insurance benefits received by the employee. Payment of this allowance will cease after the employee ceases to qualify for Employment Insurance benefits.
  - d) The employee who is not entitled to receive Employment Insurance benefits for all or a portion of the ten (10) weeks of parental benefits due to having been previously laid off by the Company, shall be paid parental leave allowance during parental leave for up to ten (10) weeks at a rate equivalent to **75%** of the employee's weekly base rate, less any Employment Insurance benefits received.
  - e) The employee who, while employed by the Company, has received Employment Insurance benefits in connection with maternity and/or parental leaves and who is subsequently laid off by the Company without having worked sufficient time to permit maximum entitlement to Employment Insurance benefits while on layoff shall be paid, an amount equivalent to the difference between the remaining amount of Employment Insurance benefit payable in the 52 week Employment Insurance entitlement period and the maximum amount of Employment Insurance benefit entitlement had the employee not

collected Employment Insurance benefits while on maternity and/or parental leave, plus layoff allowance top up.

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

- R** 30.7 The employee must request reinstatement from Maternity Leave in writing and she will be reinstated provided she is cleared by the Nortel Networks Wellness Center. If she is not so cleared at that time due to a medical condition, she will be subject to the conditions of the Pension/Benefits - Appendix "D".
- 30.8 When an employee is ready to return from an Option 1 Maternity Leave, Adoption or other Parental Leaves, reinstatement will be to the position most recently held with the Company, if such position exists and seniority permitting, or to a comparable position, if such position does not exist and so long as seniority permits. The employee who does not have the seniority to be retained on either will be retained on an existing vacancy. If no vacancy exists, the employee will have the right to bump a junior employee on a job for which he/she is qualified, seniority permitting.
- R** 30.8.1 For Salaried employees, the Company agrees to maintain his/her former salary rate of pay until there occurs a vacancy for which he/she is qualified in his/her original grade classification or for a period of twenty-four (24) months, whichever occurs earlier.
- R** 30.8.2 For Hourly employees, if the employee is assigned to a lower grade classification than that held immediately prior to such leave, the Company agrees to maintain his/her former rate of pay for a maximum period of twelve (12) months. This rate maintenance will be discontinued prior to the expiry of the twelve (12) month period in the following instances:
- a) Failure of the employee with rate protection to apply for vacancy in job she/he held prior to leaving.
  - b) A shortage of work situation which would have resulted in the protected employee's downgrade except when employee would have been protected per Appendix C, Article 10.3.
- 30.9 When an employee is ready to return from an Option 2 Maternity Leave, reinstatement will be to an existing vacancy. If no vacancy exists she will have the right to bump a junior employee, on a job for which she is qualified, seniority permitting.

FOR THE COMPANY

FOR THE UNION

\_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

ISSUE 3



**ARTICLE 31 - JOB POSTING  
BARGAINING UNIT SPECIALISTS**

- 31.1 The Company will post jobs as needed, indicating its requirements for Bargaining Unit Specialists prior to hiring or transferring employees from outside the Bargaining Unit.
- 31.2 Prior to posting per 31.1, any former Bargaining Unit Specialists, surplused out of the Bargaining Unit Specialists ranks, will be given preferred consideration in filling such requirement, provided they have the skills and ability to perform the job.
- 31.3 Employees new to the Bargaining Unit Specialists ranks will be evaluated by their Manager after the first ninety (90) working days. At this time the performance of the job should be at a satisfactory level. In the event that the employee's performance does not meet this expected level, he/she will be returned to the job formerly held.

FOR THE COMPANY

FOR THE UNION

DATED:

**ARTICLE 32 - PENSION PLAN AND OTHER BENEFITS**

- R** 32.1 The Company will provide a pension plan and other benefits as fully described in Appendix "D" to this Agreement.
- R** 32.2 The Company agrees that during the life of the current Agreement there will be no reduction in the benefits provided by certain company-wide programs as referred to in the section entitled Other Company Plans contained in Appendix "D" of this agreement.

FOR THE COMPANY

FOR THE UNION

DATED:

**ARTICLE 33 - LEAVE OF ABSENCE**

- 33.1 When a leave of absence is requested for personal reasons, such leave will be considered by the Company taking into consideration the employee's reason for the leave, the seniority of the employee, and the job requirements of the Company. Whenever possible, the leave will be granted. The Company will notify the employee of its decision as soon as possible.
- 33.2 Request for leave of absence in conjunction with vacation shall be submitted no later than eighty (80) calendar days prior to the employee's approved scheduled vacation. Such request will be answered no later than seventy (70) calendar days prior to commencement of the scheduled vacation.
- 33.3 An employee who must serve a period of incarceration as a result of a conviction arising from the operation or use of a motor vehicle will be granted a leave of absence without pay of up to thirty (30) calendar days in order to serve the period of incarceration. On request, this leave of absence may be extended by mutual agreement. Only one (1) such leave shall be granted for the life of the agreement.
- 33.4 When the leave granted is for thirty (30) days or less, the employee shall accumulate service during such leave.

33.5 EDUCATION LEAVE

- a) On request, and subject to the provisions of Article 33.1, an employee shall be granted a leave of absence without pay for a period up to twelve (12) months for educational purposes.
- R b) If upon return to work after expiry of his/her education leave, there is no vacancy for which he/she is qualified, the employee will return to his/her formerly held job and grade level and will exercise seniority under Article 12, Master Agreement for Salaried employees, or Appendix C, Article 17 (Belleville) or Appendix C, Article 18 (Bramalea) for Hourly rated employees.

FOR THE COMPANY

FOR THE UNION

DATED:

## ARTICLE 34 - COST OF LIVING ALLOWANCE

- R 34.1** The Statistics Canada January 2000 Consumer Price Index (1986 base) published in February 2000 (142.7) will be the base for all calculations of the Cost of Living Allowance.
- R 34.2** The amount **of** the Cost of Living Allowance will be calculated on changes, upward or downward, in the Consumer Price Index (1986).

<u>CPI Index For The Month of</u>	<u>Published In (and) Payable In The First Pay Period Thereafter</u>	<u>COLA Formula</u>
2000 April July Oct.	<b>May</b> Aug. Nov.	\$0.01 for each .082 change in the CPI. (1986 Base)
2001 Jan.	Feb.	
2001 Apr. July Oct.	<b>May</b> Aug. Nov.	
2002 Jan.	Feb.	
2002 Apr. July Oct.	<b>May</b> Aug. Nov.	
2003 Jan.	Feb.	

- The Adjusted Cost of Living Allowance will be paid from the beginning of the pay period following publication of the index.
- In no event will a decline in the Consumer Price Index (1986) below the base figure (142.7) result in a reduction in the negotiated wage scales.
- No change, retroactive or otherwise, will be made due to any revision in any published Statistics Canada Consumer Price Index figures.

- R 34.3** The Cost of Living Allowance payable during the life of the contract shall accrue as follows:

For the period up to and including February 2000

Statistics Canada - CPI Base Figure (1986)

Calculation Table

Up to and Including::

142.7 = 0

142.782 = \$0.01

142.864 = \$0.02

142.946 = \$0.03

143.028 = \$0.04

143.110 = \$0.05

143.192 = \$0.06

143.274 = \$0.07

and so forth.

- R 34.4** Applies to Belleville and Brampton.

(A) A portion of the Cost of Living Allowance (\$0.75 of \$0.82) payable under the prior Agreement has been folded into all wage schedules in Article 38 as follows:

- 1) Effective February 26, 2000, \$0.75 of the \$0.82 has been folded into all schedule rates and the remaining \$0.07 per hour shall continue to be paid in addition to wage rates.
- 2) Effective February 26, 2001, an additional \$0.00 of the \$0.07 has been

folded in all schedule rates and the remaining \$0.07 per hour shall continue to be paid in addition to wage rates.

- 3) Effective February 25, 2002, ~~an~~ additional \$0.00 of the \$0.07 has been folded into all schedule rates and the remaining \$0.07 per hour shall continue to be paid in addition to wage rates.

- (B) Continuation of the allowance is dependent upon the availability of the official monthly Statistics Canada Consumer Price Index (1986 Base).

FOR ~~THE~~ COMPANY

FOR THE UNION

**DATED:**

ISSUE 1

## ARTICLE 35 - HEALTH AND SAFETY

35.1 The Company will continue to make reasonable provisions for the health and safety of its employees during their working hours subject to such improvements or changes as the Company, from time to time, may decide to implement. The Company understands that it has an obligation to provide a safe working environment for all employees.

35.2 The Local Union will co-operate with the Company in encouraging employees to observe any safety regulations which may be prescribed by the Company and to work in a safe manner. The Local Union may appoint one (1) member from the bargaining unit to the Joint Health and Safety Committee at each location designated as Certified Representative. The Local Union shall advise the Manager, Health and Safety in writing, of the name of the Union representative appointed by the Union to the Health and Safety Committee.

An alternate may be appointed to replace the Union Certified Representative when such person is absent. The Manager, Health and Safety will be notified of the name of the alternate immediately prior to the commencement of the absence.

35.3 The Company agrees that unresolved problems or concerns brought out at the local Joint Health and Safety Committee meetings will be fully evaluated and, if mutually agreed upon, rectified.

R 35.4 The Union Certified Representative will be provided with a copy of each W.S.I.B. Form 7 and a copy of each Company Accident Investigation Form (32.004 Form or equivalent) and their attachments.

35.5 The Company and Union understand and agree that local Health and Safety Committees play a key role in dealing with Health and Safety issues.

The responsibility of the Committees shall include:

- workplace safety tours
- review of industrial hygiene reports
- fatality inspections
- review of environmental test results
- consultation on Health and Safety training programs
- participate in Health and Safety training programs
- review of injury summaries

- participation in special studies relating to Health and Safety

- 35.6 The Union Certified Representative and/or Committee will be invited to accompany management on periodic workplace safety tours.
- 35.7 The Company's Safety Representative will invite the Union Certified Representative to accompany him/her and the government Health and Safety Inspector on his/her periodic workplace inspection.
- 35.8 The Company, upon request from the employee, will make available to him/her the results of any test given for health and safety purposes.
- 35.9 The Company will continue its practice in providing such protective devices and apparel as are presently provided, subject to the changing requirements for such devices or apparel.
- 35.10 The Company will, on a monthly basis, provide a copy of the total person hours and compensable lost time accident frequency rate report to the members of the Local Joint Health and Safety Committee.

Surveys relating to noise levels, air contaminants, and air flow will be made available **prior** to review at the monthly Local Health and Safety Committee meetings.

The Local Health and Safety Committee will have the right to monitor the results of the above surveys, and receive test and assessment results in matters pertaining to Health and Safety at their respective locations.



## ARTICLE 36 - SPECIAL CONFERENCES

- 36.1 It is agreed that meetings may be arranged from time to time between the Company and the Union to discuss matters of mutual interest. The requesting party will provide a written agenda for the proposed meeting a minimum of two (2) weeks prior to the established date for said meeting. The appropriate party will reply in writing to items on the agenda within one (1) month of the meeting. A National Representative may attend the meeting.
- 36.2 Local conferences may be arranged as required with the requesting party providing a written agenda for the conference. The appropriate party will reply in writing to items on the agenda within one (1) month of the meeting.
- 36.3 The parties acknowledge that it is desirable to address agenda items tabled for local and master special conferences in an expedient ~~manner~~. Special conferences will be scheduled by mutual agreement and normally not later than six (6) weeks from the date of a written request.

FOR THE COMPANY

FOR THE UNION

DATED:

**ARTICLE 37 - JOB POSTING  
ENGINEERING TECHNICIANS**

- 37.1 The Company will post job notices, indicating its requirements for E.T.'s prior to hiring or transferring E.T.'s into the Bargaining Unit. Existing E.T.'s who express an interest, by submitting a resumé to the hiring manager, will be considered.
- 37.2 Prior to posting per 37.1, any former E.T.'s, downgraded into the clerical ranks, will be given preferred consideration in filling such requirement, provided they have the skills and ability to perform the job.
- 37.3 A committee of senior managers will review open requests for transfers or career needs including those expressed during the E.T. evaluation process. Requirements will be reviewed and where practicable such requests will be accommodated.
- 37.4 The employee will receive senior committee feedback concerning his/her outstanding requests for transfer on an annual basis through his/her immediate manager.
- 37.5 Interviews will be extended to E.T.'s who have the appropriate skills, education and experience for the job posted under 37.1. An E.T. interviewed, but not selected, will have the opportunity to discuss development requirements with the hiring manager in order to enhance his/her career development.

FOR THE COMPANY

FOR THE UNION

DATED:

38.1.4

**SALARY ADMINISTRATION PLAN**

**GRADES 53 - 63**

**BELLEVILLE AND BRAMALEA**

**38.1.4.1 HIRING AND PROGRESSION SCHEDULES:**

- a) An inexperienced employee is started at the minimum rate for the assigned grade and rerated at the schedule intervals shown.
- b) When hiring an employee the Company may, if it deems necessary, give **an** employee credit for his/her qualifications and/or his/her previous experience and assign such an employee to an appropriate step in the Progression Schedule above the minimum rate.
- c) All progression rerates will be effective at the beginning of the payroll period in which the completion of the required schedule intervals, at the rate on the grade assigned, occurs.
- d) Progression rerates may be withheld for just cause, for a period of three (3) months. The period of deferment shall be reflected in the subsequent steps of the schedule.
- e) In the case of continuous absence of over one month on the **part** of an employee, the normal time interval until the next scheduled progression increase shall be deferred by as many pay periods as the number of such complete pay periods of absence beyond the first month, and the period of deferment will be reflected in the subsequent steps of the schedule.

**38.1.4.2 RECLASSIFICATION TO GRADES 53-63 SALARY SCHEDULE:**

When an employee is transferred to the 53-63 salary schedule from an hourly rated job, the Company will assign a step rate within the range of the appropriate grade, giving consideration to the employee's qualifications and to the prevailing rates paid other employees on similar or related work. The assignment to such rate will take effect on the date of transfer.

**38.1.4.3 RERATING AFTER UPGRADING:**

- a) An employee who is \*upgraded will be rerated to the step in the higher grade immediately preceding the step currently held at the beginning of the payroll period in which the date of the upgrade occurs. (e.g. from the 6 month progression step in grade 56 to the 3 month progression step in grade 57).
- b) An employee who is \*upgraded two grades will be rerated to the rate in the

higher grade two steps preceding the step currently held at the beginning of the payroll period in which the date of the upgrade occurs.

- c) An employee upgraded to fill a temporary vacancy caused through vacation, emergency requirements or temporary fluctuations in workload, will be rerated in accordance with paragraphs (a) or (b) of 38.1.4.3 except that the revised rate will become effective at the beginning of the payroll period in which the date of the temporary assignment occurs. When the temporary assignment is completed, the employee shall be downgraded and given rate treatment in keeping with paragraph 38.1.4.4 (b).
- d) Employees reinstated to a former job or grade will be rerated as follows, if it is preferable to treatment under (a) or (b) of 38.1.4.3.

\*In those cases in which a notice is posted in accordance with Article 19 and filled by promotion, the date of the upgrade is the day on which the selected applicant's name is posted on the notice board.

- 1) If the former rate or its present equivalent\*\* in the higher grade is below the current 48 month progression step rate, the employee's former rate or its present equivalent shall be restored at the beginning of the payroll period in which the date of reinstatement occurs. The employee will be rerated to the next step in the progression schedule of the higher grade after bearing the rate or its present equivalent for the specified interval.

\*\*For the purpose of this Salary Administration Plan "present equivalent" is defined as former rate held plus intervening general adjustments.

#### 38.1.4.4 **RERATING AFTER DOWNGRADING:**

- a) In the case of downgrading, an employee will be derated to a rate within the range of the assigned lower grade giving consideration to the ability to perform the work and the prevailing rates of other employees on similar or related work. If an employee is downgraded to a job that he/she had previously held, his/her rate shall not be reduced below his/her former rate on such job or its present equivalent at the time of downgrading. The new rate shall become effective at the beginning of the payroll period one month after the date of downgrading.
- b) An employee downgraded following a temporary assignment shall be derated to his/her former rate or to its present equivalent in the lower grade, at the beginning of the payroll period immediately subsequent to the date of downgrading.

#### 38.1.4.5 **No employee will be assigned to a job without a grade.**

38.3 The rates of pay and labour grades shall be as set forth hereunder. All rates are monthly rates.

**R 38.3.1 TECHNICAL TRAINEE SALARY SCHEDULES BELLEVILLE AND BRAMALEA**

**Effective Date of Ratification**

		<b>Incremental</b>
<b>Grade</b>	<b>Minimum</b>	<b>Step</b>
ETT	\$3,184.75	\$39.40

**38.3.2 TECHNICAL TRAINEE SALARY SCHEDULES BELLEVILLE AND BRAMALEA**

**Effective February 26, 2001**

		<b>Incremental</b>
<b>Grade</b>	<b>Minimum</b>	<b>Step</b>
ETT	\$3,267.60	\$39.15

**38.3.3 TECHNICAL TRAINEE SALARY SCHEDULES BELLEVILLE AND BRAMALEA**

**Effective February 25, 2002**

		<b>Incremental</b>
<b>Grade</b>	<b>Minimum</b>	<b>Step</b>
ETT	\$3,346.05	\$39.10

**38.4 TECHNICAL SALARY ADMINISTRATION PLAN BELLEVILLE AND BRAMALEA**

**38.4.1 HIRING:**

- a) The Company will classify employees hired for assignments covered by the Technical Salary Schedules as Technical Trainees, Grade ETT,

or if it deems necessary assign such employees to a tentative grade in the published Technical Salary Schedule.

- b) The Company will establish starting salaries within the range of the assigned grade giving consideration to the newly hired employee's education, experience and other qualifications.

#### **38.4.2 RECLASSIFICATION TO TECHNICAL RANKS:**

- a) In reclassifying employees from other salaried or hourly rated occupations to assignments covered by the Technical Salary Schedules the Company will classify such employees as Technical Trainees, grade ETT, or if it deems necessary, assign such employees to a tentative grade in the published Technical Salary Schedule.
- b) The Company will establish starting salaries in accordance with 38.4.1 (b) above. Such salaries will take effect coincidental with the date of reclassification.

#### **R 38.4.3 PROGRESSION INCREASES:**

- a) Salary treatment shall be in accordance with the current issue of the Technical Salary Schedule and in keeping with the established grade to which each individual technical employee has been assigned.
- b) Progression incremental increases will be granted at the beginning of the pay periods nearest to April 1 st each year.
- c) Progression increases may be withheld for just cause.

#### **R 38.4.4 UPGRADING AND DOWNGRADING:**

- \*a) Evaluation of employees assigned to the Technical Salary Schedule will take place once each year during the months of February and March.
- b) **UPGRADING** - When an employee is upgraded from ETE or higher, he/she will receive a salary increase equal to the incremental step of the newly assigned grade at the beginning of the payroll period nearest to April 1 st.
- c) **DOWNGRADING** - In the event of downgrading, the Company will assign the employee to a rate within the salary range of the lower grade, in keeping with his/her technical contribution, his/her ability to perform the job functions, and with consideration being given to the salaries of employees performing similar work.

(\*See Letter #3, Appendix "B")

**R 38.4.5 TECHNICAL TRAINEES "ETT":**

- a) Progression incremental increases will be granted at **six (6)** month intervals, provided the employee meets all the performance requirements of the assignment. Failure to meet these requirements could result in reclassification to a non-technical assignment or separation from the Company.
- b) No employee will remain on the Technical Trainee Salary Schedule for a period longer than the elapsed time between date of hiring and/or reclassification and the third subsequent major evaluation period. At any of the major evaluation periods (which occurs in the months of February and March of each year), an employee may be proposed for review and possible reclassification to the Technical Salary Schedule.
- c) When an employee is reclassified from the Technical Trainee Schedule (Grade ETT) to the Technical Salary Schedule, he/she will be assigned to an appropriate step in the grade to which he/she is reclassified. The amount to be no less than an incremental step.

**38.6 BARGAINING UNIT SPECIALISTS ADMINISTRATION PLAN BELLEVILLE AND BRAMALEA**

**38.6.1 HIRING:**

- a) Employees hired for assignments covered by the Bargaining Unit Specialists Salary Schedules will start at the minimum rate for the assigned grade and rerated at the schedule intervals shown.
- b) The Company may, if it deems necessary, start within the range of the assigned grade giving consideration to the newly hired or transferred - in employee's education, experience and other qualifications.

**38.6.2 PROGRESSION INCREASES:**

- a) All progression rerates will be effective at the beginning of the payroll period in which the completion of the required schedule intervals, at the rate on the grade assigned, occurs.
- b) In the case **of** continuous absence of over one month on the part of an employee, the normal time interval until the next scheduled progression increase shall be deferred by as many pay periods as the number of such complete pay periods of absence beyond the first month, and the period **of** deferment will be reflected in the subsequent

steps of the schedule.

- c) Progression increases may be withheld for just cause.



**38.6.3 RECLASSIFICATION TO BARGAINING SPECIALISTS:**

- a) In reclassifying employees from other salaried or hourly rated occupations to assignments covered by the Bargaining Unit Specialist Plan, the Company will classify such employees as per the Bargaining Unit Specialist job evaluation plan.
- b) An employee who is reclassified to Bargaining Unit Specialist will be rerated to the progression step which is one progression higher than the step which is closest to and above their current rate of pay.

**38.6.4 UPGRADING AND DOWNGRADING:**

- a) **UPGRADING** - An employee who is upgraded will be rerated to at least the first progression step in the higher grade which gives the employee an increased rate of pay.
- b) **DOWNGRADING** - In the event of downgrading, the Company will assign the employee to a rate within the salary range of the lower grade in keeping with his/her ability to perform the job functions, and with consideration being given to the salaries of employees performing similar work.

\*See Letter #3, Appendix "B"

FOR THE COMPANY

FOR THE UNION

DATED:

**ARTICLE 39 - PAID EDUCATIONAL LEAVE (P.E.L.)**

- R 39.1 The Company agrees to pay into a special fund two cents (\$0.02) per hour per employee for all hours paid for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee's skills in all aspects of Trade Union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, C.A.W. and sent by the Company to CAW Canadian Paid Education Leave Program, Administration Office, P.O. **Box** 897, Port Elgin, Ontario, NOH 2CO.
- 39.2 The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence with pay for twenty (20) days of class time, plus travel time where necessary,\* said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on paid leave of absence will continue to accrue seniority and benefits during such leave.
- 39.3 Leaves **of** absence referred to above will be granted providing other employees in the bargaining unit are available and qualified to perform the job being vacated because of the leave.
- 39.4 The Union will, on an annual basis, provide the Company with an audited report on P.E.L. trust fund disbursement of monies received from the Company.

\* The Union will reimburse the Company for such payments.

FOR THE COMPANY

FOR THE UNION

DATED:

ISSUE 2

**\*ARTICLE 40 - CALL-IN AND TRAVEL TIME PAY  
SALARIED**

- 40.1 When an employee is required to make extra trips from his/her residence to place of work and return as a result of a "called-in" emergency, he/she shall be paid for two (2) hours' travelling time at straight time rates and shall receive overtime for any time worked, or a minimum of four hours' pay at the employee's base day rate whichever is greater.
- 40.2 When the "called-in" emergency does not require extra trips but does involve reporting earlier than the starting time of his/her standard daily work schedule, one (1) hour travelling time shall be paid and the employee shall receive overtime for time worked prior to his/her standard starting time.
- 40.3 When an employee is required to travel within North America, at the Company's request on a work related assignment, he or she will be paid up to a maximum of seven and one half (7.5) hours travel time at straight time rates for all hours travelled outside his/her working hours. Whenever possible, travel time will be scheduled during working hours.
- 40.4 When an employee is required to travel by air common carrier outside North America, they will be paid at straight time rates for all time spent on flight.
- Travel time will not apply when employees are travelling to receive training.
- 40.5 When employees are required to receive calls at home and they are not on standby (reference Appendix B, Letter #10) they shall be eligible for compensation at the employee's regular base pay rate for the time spent on a call with a minimum of one hour's pay per call. Multiple calls handled in the same one (1) hour period will be considered as one call for pay treatment purposes. Requests for compensation under this article are subject to management review.

\* See Appendix B, Letter #12

FOR THE COMPANY

FOR THE UNION

DATED:

**ARTICLE 41 - MODIFICATION, RENEWAL AND TERMINATION**

- R 41.1 This Agreement shall become effective on the 26th Day of February, 2000 and shall remain in full force and effect up to and inclusive of February 25th, 2003. This Agreement may be changed or amended by mutual consent of the parties hereto, such changes or amendments shall take the form of appendices to the original agreement except that the duration of this Agreement cannot be altered.
- 41.2 This Agreement shall be renewed automatically from year to year unless either party gives to the other within the ninety (90) days before the expiry date, notice of termination or notice of desire to negotiate amendments hereto. Within ten (10) days after notice to negotiate amendments is given, a conference shall be held to consider such proposed amendments. In the event of such notice, all conditions of this Agreement shall remain in effect until a new agreement is ratified or until the Union is entitled by law to commence a legal strike or the Company is permitted to lock out.

FOR THE COMPANY

FOR THE UNION

DATED:

38.1 The rate of pay and labour grades shall be as set forth hereunder. All rates are monthly rates.

38.1.1 CLERICAL SALARY SCHEDULE - BELLEVILLE AND BRAMALEA

Effective February 26, 2000

GRADE	MINIMUM	PROGRESSION SCHEDULE IN MONTHS						MAXIMUM
	RATE	3	6	12	18	24	36	48
	\$	\$	\$	\$	\$	\$	\$	\$
53	3,480.80	3,498.15	3,515.60	3,533.15	3,552.55	3,571.85	3,591.25	3,611.20
54	3,509.60	3,530.45	3,551.35	3,572.05	3,592.90	3,615.55	3,638.30	3,661.35
55	3,576.80	3,599.15	3,623.55	3,648.00	3,672.30	3,696.65	3,720.85	3,745.05
56	3,606.35	3,630.60	3,655.05	3,679.75	3,704.20	3,730.30	3,756.55	3,781.60
57	3,662.20	3,689.20	3,716.45	3,743.70	3,770.90	3,798.10	3,825.20	3,854.85
58	3,768.25	3,795.50	3,824.45	3,853.20	3,882.95	3,911.10	3,939.90	3,968.20
59	4,131.00	4,158.35	4,185.40	4,212.65	4,239.70	4,267.05	4,295.95	4,324.65
60	4,354.95	4,382.20	4,409.45	4,436.55	4,466.95	4,492.70	4,521.65	4,551.75
61	4,520.55	4,549.85	4,579.25	4,608.55	4,637.95	4,667.30	4,696.75	4,726.25
62	4,801.20	4,830.45	4,859.90	4,889.25	4,918.60	4,947.90	4,977.30	5,006.75
63	4,946.45	4,976.90	5,007.50	5,038.15	5,068.75	5,099.45	5,129.85	5,160.50

38.1.2 CLERICAL SALARY SCHEDULE- BELLEVILLE AND BRAMALEA

Effective February 26, 2001

GRADE	MINIMUM		PROGRESSION SCHEDULE IN MONTHS						MAXIMUM	
	RATE		3	6	12	18	24	36	48	
	\$	\$	\$	\$	\$	\$	\$	\$	\$	
53	3,565.45	3,583.25	3,601.10	3,619.10	3,639.00	3,658.80	3,678.70	3,699.15		
54	3,594.95	3,616.35	3,637.75	3,659.00	3,680.35	3,703.60	3,726.90	3,750.55		
55	3,663.85	3,686.75	3,711.80	3,736.85	3,761.75	3,786.75	3,811.55	3,836.35		
56	3,694.15	3,719.00	3,744.10	3,769.40	3,794.45	3,821.25	3,848.15	3,873.80		
57	3,751.40	3,779.10	3,807.05	3,834.95	3,862.85	3,890.75	3,918.50	3,948.90		
58	3,860.15	3,888.05	3,917.75	3,947.25	3,977.70	4,006.60	4,036.10	4,065.10		
59	4,255.85	4,283.90	4,311.65	4,339.55	4,367.30	4,395.35	4,424.95	4,454.40		
60	4,485.45	4,513.40	4,541.35	4,569.10	4,600.30	4,626.70	4,656.35	4,687.20		
61	4,655.25	4,685.25	4,715.40	4,745.45	4,775.60	4,805.70	4,835.85	4,866.10		
62	4,942.95	4,972.95	5,003.15	5,033.20	5,063.30	5,093.35	5,123.50	5,153.70		
63	5,019.85	5,123.10	5,154.45	5,185.85	5,217.25	5,248.70	5,279.90	5,311.30		

38.1.3 CLERICAL SALARY SCHEDULE- BELLEVILLE AND BRAMALEA

Effective February 25, 2002

GRADE	MINIMUM		PROGRESSION SCHEDULE IN MONTHS						MAXIMUM	
	RATE		3	6	12	18	24	36	48	
	\$	\$	\$	\$	\$	\$	\$	\$	\$	
53	3,643.60	3,661.80	3,680.05	3,698.45	3,718.80	3,739.05	3,759.40	3,780.30		
54	3,673.75	3,695.65	3,717.50	3,739.25	3,761.10	3,784.85	3,808.70	3,832.90		
55	3,744.20	3,767.65	3,793.25	3,818.85	3,844.35	3,869.90	3,895.25	3,920.65		
56	3,775.20	3,800.60	3,826.30	3,852.15	3,877.80	3,905.20	3,932.70	3,958.95		
57	3,833.75	3,862.10	3,890.65	3,919.20	3,947.75	3,976.25	4,004.65	4,035.75		
58	3,944.95	3,973.50	4,003.90	4,034.05	4,065.20	4,094.75	4,124.90	4,154.55		
59	4,373.00	4,401.70	4,430.05	4,458.60	4,486.95	4,515.65	4,545.95	4,576.05		
60	4,607.80	4,636.40	4,664.95	4,693.35	4,725.25	4,752.25	4,782.60	4,814.15		
61	4,781.45	4,812.15	4,842.95	4,873.70	4,904.55	4,935.30	4,966.15	4,997.10		
62	5,075.70	5,106.35	5,137.25	5,168.00	5,198.75	5,229.50	5,260.35	5,291.20		
63	5,227.95	5,259.90	5,292.00	5,324.10	5,356.20	5,388.35	5,420.30	5,452.40		

38.2 The rate of pay and labour grades shall be as set forth hereunder. All rates are monthly rates.

38.2.1 TECHNICAL SALARY SCHEDULES - BELLEVILLE AND BRAMALEA

Effective February 26, 2000

PROGRESSION SCHEDULE IN MONTHS

		GRADE		MINIMUM RATE			MAXIMUM RATE
(A)	SEE NOTES (B)	(C)		12	24	36	
			\$	\$	\$	\$	
GTS3	TS3	ATS3	5,855.20	5,935.75	6,016.30	6,096.70	
GTS2	TS2	ATS2	5,626.90	5,707.45	5,788.00	5,868.45	
GTS1	TS1	ATS1	5,398.80	5,479.35	5,559.90	5,640.30	
GTSA	TSA	ETA	5,012.30	5,092.85	5,173.40	5,253.85	
GTSB	TSB	ETB	4,789.65	4,870.15	4,950.65	5,031.15	
GTSC	TSC	ETC	4,491.60	4,562.60	4,633.60	4,704.50	
GTSD	TSD	ETD	4,350.65	4,411.95	4,473.25	4,534.50	
GTSE	TSE	ETE	4,221.30	4,282.60	4,343.90	4,405.15	
	ETT		3,184.75	Incremental Step		39.40	

NOTES: (A) GRADUATE TECHNOLOGICAL SPECIALISTS  
 (B) TECHNOLOGICAL, SPECIALISTS  
 (C) ENGINEERING TECHNICIANS

Assignments to Categories (A), (B), & (C) shall be in accordance with the Technical Salary Administration Plan.



38.2.2 TECHNICAL SALARY SCHEDULES - BELLEVILLE AND BRAMALEA

Effective February 26, 2001

PROGRESSION SCHEDULE IN MONTHS

GRADE			MINIMUM RATE			MAXIMUM RATE		
(A)	SEE NOTES (B)	(C)		12	24	36		
			\$	\$	\$	\$		
GTS3	TS3	ATS3	6,023.50	6,106.10	6,188.65	6,271.10		
GTS2	TS2	ATS2	5,789.45	5,872.05	5,954.60	6,037.10		
GTS1	TS1	ATS1	5,555.60	5,638.20	5,720.75	5,803.20		
GTSA	TSA	ETA	5,159.35	5,241.95	5,324.55	5,407.00		
GTSB	TSB	ETB	4,931.10	5,013.65	5,096.15	5,178.70		
GTSC	TSC	ETC	4,625.55	4,698.35	4,771.15	4,843.80		
GTSD	TSD	ETD	4,481.05	4,543.90	4,606.75	4,669.55		
GTSE	TSE	ETE	4,348.45	4,411.30	4,474.15	4,536.95		

ETT 3,267.60 Incremental Step 39.15

NOTES: (A) GRADUATE TECHNOLOGICAL SPECIALISTS

(B) TECHNOLOGICAL SPECIALISTS

(C) ENGINEERING TECHNICIANS

Assignments to Categories (A), (B), & (C) shall be in accordance with the Technical Salary Administration Plan.

38.2.3 **TECHNICAL SALARY SCHEDULES – BELLEVILLE AND BRAMALEA**  
**Effective February 25, 2002**

PROGRESSION SCHEDULE IN MONTHS

GRADE			MINIMUM RATE			MAXIMUM RATE		
(A)	SEE NOTES (B)	(C)		12	24	36		
			\$	\$	\$	\$		
GTS3	TS3	ATS3	6,180.75	6,265.20	6,349.65	6,433.95		
GTS2	TS2	ATS2	5,941.40	6,025.85	6,110.30	6,194.65		
GTS1	TS1	ATS1	5,702.25	5,786.70	5,871.15	5,955.45		
GTSA	TSA	ETA	5,297.00	5,381.45	5,465.95	5,550.25		
GTSB	TSB	ETB	5,063.55	5,148.00	5,232.35	5,316.80		
GTSC	TSC	ETC	4,751.10	4,825.55	4,900.00	4,974.30		
GTSD	TSD	ETD	4,603.30	4,667.60	4,731.85	4,796.10		
GTSE	TSE	ETE	4,467.70	4,531.95	4,596.25	4,660.45		
	ETT		3,346.05	Incremental Step		39.10		

NOTES: (A) GRADUATE TECHNOLOGICAL SPECIALISTS  
 (B) TECHNOLOGICAL SPECIALISTS  
 (C) ENGINEERING TECHNICIANS

Assignments to Categories (A), (B), & (C) shall be in accordance with the Technical Salary Administration Plan.

38.5 The rate of pay and labour grades shall be as set forth hereunder. All rates are monthly rates.

**38.5.1 BARGAINING UNIT SPECIALISTS SALARY SCHEDULES- BELLEVILLE AND BRAMALEA**

**Effective February 26, 2000**

GRADE	MINIMUM	PROGRESSION SCHEDULE IN MONTHS					MAXIMUM
	RATE	6	12	18	24	36	48
	\$	\$	\$	\$	\$	\$	\$
A	4,484.45	4,538.60	4,593.75	4,649.90	4,707.10	4,765.25	4,824.45
B	4,747.65	4,804.80	4,862.95	4,922.20	4,982.55	5,043.95	5,106.40
C	5,433.25	5,467.75	5,502.20	5,536.70	5,571.25	5,605.75	5,640.25
D	5,889.75	5,924.25	5,958.75	5,993.25	6,027.80	6,062.25	6,096.70

38.5.2 BARGAINING UNIT SPECIALISTS SALARY SCHEDULES- BELLEVILLE AND BRAMALEA

GRADE	Effective February 26, 2001						
	MINIMUM RATE	PROGRESSION SCHEDULE IN MONTHS					MAXIMUM RATE
		6	12	18	24	36	48
	\$	\$	\$	\$	\$	\$	\$
A	4,618.20	4,673.75	4,730.30	4,787.85	4,846.50	4,906.10	4,966.80
B	4,888.05	4,946.65	5,006.25	5,067.00	5,128.85	5,191.80	5,255.85
C	5,590.95	5,626.30	5,661.60	5,697.00	5,732.40	5,767.75	5,803.15
D	6,058.95	6,094.30	6,129.65	6,165.05	6,200.45	6,235.75	6,271.10

**38.5.3 BARGAINING UNIT SPECIALISTSSALARY SCHEDULES- BELLEVILLE AND BRAMALEA**

**Effective February 25, 2002**

GRADE	MINIMUM RATE	PROGRESSION SCHEDULE IN MONTHS					MAXIMUM RATE
		6	12	18	24	36	
	\$	\$	\$	\$	\$	\$	\$
A	4,743.55	4,800.40	4,858.20	4,917.05	4,977.05	5,038.00	5,100.05
B	5,019.55	5,079.45	5,140.40	5,202.55	5,265.80	5,330.20	5,395.70
C	5,738.40	5,774.55	5,810.65	5,846.85	5,883.05	5,919.20	5,955.40
D	6,217.00	6,253.15	6,289.30	6,326.50	6,361.70	6,397.80	6,433.95

**MASTER AGREEMENT**

**ARTICLE 38 – RATES OF PAY**

**ARTICLE 38 A**

**WAGE SCHEDULES - NON SUPERVISORY  
HOURLY RATED EMPLOYEES**

**BELLEVILLE WORKS**

<b>Grade</b>	<b>Effective February 26, 2000</b>	<b>Effective February 26, 2001</b>	<b>Effective February 25, 2002</b>
23	22.45	23.00	23.50
24	22.89	23.45	23.96
25	23.07	23.63	24.15
26	23.52	24.09	24.62
27	24.12	24.71	25.25
28	24.50	25.10	25.65
29	24.64	25.24	25.80
30	24.74	25.34	25.90

**WAGE SCHEDULES - NON SUPERVISORY SKILLED TRADES RATED  
EMPLOYEES**

**BELLEVILLE WORKS**

	<b>Effective February 26, 2000</b>	<b>Effective February 26, 2001</b>	<b>Effective February 25, 2002</b>
Trade Rate	28.98	29.85	30.67

**MASTER AGREEMENT**

**ARTICLE 38 B**

**WAGE SCHEDULES - NON SUPERVISORY HOURLY  
RATED EMPLOYEES**

**BRAMPTON**

<b><u>Grade</u></b>	<b><u>Effective February 26, 2000</u></b>	<b><u>Effective February 26, 2001</u></b>	<b><u>Effective February 25, 2002</u></b>
3	22.61	23.16	23.67
4	23.08	23.64	24.16
5	23.28	23.85	24.37
6	23.76	24.34	24.88
7	24.36	24.95	25.50
8	24.73	25.33	25.89
9	24.94	25.55	26.11
15T*	29.55	30.42	31.24

\*(Complex Testers + Test Set Maintenance)

**WAGE SCHEDULES - NON SUPERVISORY HOURLY  
RATED EMPLOYEES**

**BRAMPTON**

	<b><u>Effective February 26, 2000</u></b>	<b><u>Effective February 26, 2001</u></b>	<b><u>Effective February 25, 2002</u></b>
Trade Rate	29.55	30.42	31.24

FOR THE COMPANY

FOR THE UNION

**DATED:** \_\_\_\_\_

ISSUE 02



**LETTERS OF UNDERSTANDING**

**MASTER AGREEMENT**

**LETTER #1**

**REFERENCE NON-DISCRIMINATION**

**RE: ARTICLE 4 - AGE**

For the purposes of clarification, the Union acknowledges that the word “age” used in this context does not abridge or modify the Company’s pension/benefit plans.

FOR THE COMPANY

FOR THE UNION

\_\_\_\_\_

\_\_\_\_\_

DATED:

ISSUE 1

**LETTERS OF UNDERSTANDING**

**MASTER AGREEMENT**

**LETTER #2**

**RE: ARTICLE 17 :DISCIPLINARY ACTION**

**VIOLENCE AGAINST WOMEN**

The Company and Union discussed the rising incidence of violence or abuse, notably violence against women and how this may affect the employee's attendance or performance at work.

The Company agrees that where there is adequate verification from recognized professionals (e.g. doctor, lawyer, professional counsellor) provided to the Company, an employee who is subject to abuse or violence will not be disciplined without first giving full consideration to the circumstances surrounding the incident. Such information will be treated in a confidential manner by the Company and the Union unless required by law to be produced.

- R** It is further agreed that should an employee be absent from work as a result of abuse or violence and provides adequate verification from recognized professionals to the Nortel Networks Wellness Center, she will receive pay for the first day of absence at a rate equivalent to ninety percent (90%) of her basic earnings plus C.O.L.A.

FOR THE COMPANY

FOR THE UNION

DATED:

ISSUE 1

**LETTERS OF UNDERSTANDING**

**MASTER AGREEMENT**

**LETTER #3**

**RE: CONSTITUTION AND BY-LAWS**

As agreed during recent negotiations the National Union will supply the Company with a copy of its current constitution and subsequent amendments as well as the by-laws for Local Unions 1530 and 1535 amendments.

With regard to Local by-laws, they will be supplied at each individual location.

FOR THE COMPANY

FOR THE UNION

DATED:

ISSUE 1

**LETTERS OF UNDERSTANDING**

**MASTER AGREEMENT**

**LETTER #4**

**RE: WITHDRAWAL OF VOLUNTARY RESIGNATION**

**(REF. ART. 9 AND 10)**

This letter is to record the Company's agreement to accept withdrawal of a resignation if that withdrawal is received, in writing, within three (3) working days of the date of the notice of resignation, **and** if exceptional conditions are involved.

In such cases, the employee must present himself/herself to the Human Resources Department within this three (3) day period for a full discussion of the matter.

FOR THE COMPANY

FOR THE UNION

DATED:

ISSUE 1

**LETTERS OF UNDERSTANDING**

**MASTER AGREEMENT**

**LETTER #5**

**RE: EDUCATION AND TRAINING**

During the course of 1996/7 Negotiations, much discussion took place concerning the need for continued education and training of bargaining unit employees.

It is agreed that many aspects of employee education and training require the cooperation and commitment of the Company, the Union and bargaining unit employees.

Therefore, a committee will be established in each of the Company's locations covered by this Collective Labour Agreement, comprised of representatives of the Company and the Local Union.

The ongoing objectives of the committee are:

Identify the current and future knowledge requirements and highlight the training priorities in each location with a view to addressing the necessary activities for employees to achieve their career goals in line with business requirements.

Jointly discuss and develop educational initiatives with various community groups to provide opportunities and reduce barriers for employees to expand their knowledge and improve their employability.

The committee will also publicize and promote these initiatives.

**FOR THE COMPANY**

**FOR THE UNION**

**DATED:**

**ISSUE 1**

## **LETTERS OF UNDERSTANDING**

### **MASTER AGREEMENT**

#### **LETTER #6**

#### **EMPLOYEE REHABILITATION**

The Company and the Union acknowledge their joint responsibility to ensure that employees who are disabled as a result of illness or injury are given every available opportunity to participate in rehabilitation programs, including rehabilitative employment.

To facilitate the program outlined below, a joint committee shall be formed at each location, membership to consist of one representative from the Company and at least one representative from the Union together with such others as deemed appropriate.

The Company and the Union will cooperate in identifying rehabilitation opportunities in each location, and assisting employees in a successful integration into the workplace. To facilitate the identification of employees who need to be reviewed by this committee, the Company agrees to furnish monthly to the Local Union a list of employees then in receipt of Short Term Disability (STD) benefits for ninety (90) consecutive days or more.

It is agreed that when opportunities for rehabilitation become apparent, the employee and/or his/her personal physician will be advised of these opportunities. The employee and his/her physician will then assess whether the employee should take part in the particular opportunity.

Should the employee and his/her physician decide that the opportunity should be taken, the employee and his/her physician will work together with appropriate health professionals along with such other resources as may be necessary, to design a personalized rehabilitation program.

If a rehabilitation program does not involve rehabilitative employment, the current conditions for continued STD or LTD shall be applicable. If a rehabilitation program involves rehabilitative employment, the employee will continue to draw Short Term Disability (STD) or Long Term Disability (LTD) Benefits, as the case may be. Earnings from such employment will be paid in addition to STD or LTD benefits up to a level equal to 100% of the base rate plus COLA which the employee would have earned had he/she been at work on a full-time basis. If income from all sources exceed such levels, then STD or LTD benefits will be reduced by the amount of income that exceed such 100% level.

Those employees receiving LTD Benefits and participating in a Rehabilitation Program

which entails receipt of rehabilitation earnings from rehabilitative employment will accrue vacation in connection with their rehabilitation earnings on the following basis:

Less than three years service	4% of earnings from hours worked
Three (3) to ten (10) years service	6% of earnings from hours worked
Ten (10) to nineteen (19) years service	8% of earnings from hours worked
Nineteen (19) to Twenty-nine (29) years service	10% of earnings from hours worked
Twenty-nine (29) years service and above	12% of earnings from hours worked

Should problems arise during the administration of the aforementioned Rehabilitation Program, the parties will meet to discuss and resolve the problems. This meeting will take place between the Assistant Vice President, Benefits, Canada and the CAW National Secretary Treasurer. The meeting will take place within a reasonable time of being requested.

FOR THE COMPANY

FOR **THE** UNION

DATED:

ISSUE 1

**LETTERS OF UNDERSTANDING  
MASTER AGREEMENT**

**LETTER #7**

**RE: VIDEO DISPLAY TERMINALS (V.D.T.'S)**

To ensure that all potential health and safety aspects associated with Video Display Terminals (V.D.T.'s) are evaluated and controlled, the Company, in conjunction with the Local Joint Health & Safety Committee, will continue to review terminal stations in each location for:

- All aspects of lighting
- Screen glare
- Character flicker
- Seating and positioning relative to operator
- Leg and knee room
- Keyboard height
- Document location
- Physical aspects such as fatigue, eye strain and stress
- Machine maintenance

The review, including **any** modifications required, will continue during the life of the **agreement**.

A pregnant employee whose assignment requires her to spend the majority of her time operating a Video Display Terminal (V.D.T.) will be granted, upon request, assignment to another job. Should such job be at a lower grade, the employee affected will be afforded rate protection.

FOR THE COMPANY

FOR THE UNION

DATED:



## **LETTERS OF UNDERSTANDING**

### **MASTER AGREEMENT**

#### **LETTER #8**

#### **HEALTH AND SAFETY**

During the current negotiations, the Company and the Union discussed certain aspects of health and safety. Further to these discussions, the parties reaffirmed the importance of matters relating to health and safety and recognized the need for a positive cooperative effort in this area.

It is recognized by both parties that each workplace covered by our Collective Agreement is unique in terms of its particular health and safety requirements. With this in mind, the interests of our employees are best served if programs and procedures are organized locally. It is the intention therefore that efforts in this area are designed and implemented by local management, with input from the Local Joint Health and Safety Committee.

Specifically discussed are the local Joint Health and Safety Committees, Company programs, procedures and practices and provisions to ensure that continued attention in this important area take place.

#### **COMPOSITION OF THE HEALTH AND SAFETY COMMITTEES**

In order to ensure that Health and Safety Committees are composed of focused, well trained representatives, the Committees will be kept to a manageable size.

#### **UNION CERTIFIED REPRESENTATIVE**

The Union Certified Representative shall spend the time necessary each week to attend to local Health and Safety matters. It is understood that access to C.C.O.H.S. information will be provided as required.

The Union Certified Representative shall be assigned to the Day Shift.

The role of the Union Certified Representative shall include the following:

- membership on the local Health and Safety Committee
- provide input and cooperate with the Manager, Health and Safety in the resolution of Health and Safety issues
- input on local Health and Safety Training Programs

It is recognized that training may be required for the Union Health and Safety Certified Representative in order to achieve certification under the Ontario Occupational Health and Safety Act. The training that may be required, together with any time that is necessary will be provided.

#### TRAINING FOR HEALTH AND SAFETY COMMITTEES

- R** Health and Safety Committee members who wish to enroll in Company approved courses of instruction related to Health and Safety, shall be eligible to apply for tuition refund for such courses.

#### ENVIRONMENT

The Company and the Union recognize the importance of environmental awareness, Therefore, during 1994 negotiations, the parties agreed that it would be beneficial to meet annually to discuss Company environmental initiatives.

- R** One representative of the Company and of the Union from each of Brampton and Belleville, will attend the meeting.

#### ERGONOMICS

The Company and the Union agree to continue to support ergonomic initiatives and the efforts of the Local Joint Health and Safety Committee to resolve ergonomic issues.

The Company will continue to train appropriate resources in ergonomic principles and their application to our processes.

#### ANNUAL DAY OF MOURNING

The Company and the Union recognize the importance of employee awareness in the promotion of health and safety.

- R** To that end, it is agreed that on April 28th in each year of the Agreement, a minute of silence will be observed at 11:00 a.m. The purpose of the observance will be to remember workers who have died or have been injured in the workplace, and to reflect on the importance of safe practices and the promotion of health.
- N** The Company and the Union will jointly establish a local communication process from each of Belleville and Brampton regarding the Annual Day of Mourning.

## ISOLATED LOCATIONS, CONFINED/CLOSED-ENTRY SPACES

The Company undertakes that when such assignments involve what are locally recognized as work situations hazardous to an employee, appropriate precautions will be taken in accordance with safe work practices, including air sampling and ventilation when necessary, provision of necessary protective equipment, communications systems, personnel surveillance arrangements, and, as required, adequate support personnel.

## HAZARDOUS MATERIALS

The Company will continue to evaluate hazardous materials before introducing them into the workplace. As new substances are designated to be hazardous, the Company will take appropriate action to safeguard employees. The Company will continue its efforts to work with suppliers re the necessity for proper and full identification of hazardous materials.

## NOISE ABATEMENT

The Company maintains an ongoing effort to address noise concerns. The Company will continue its endeavours at addressing the problem at its source.

## **R** HEALTH AND SAFETY TRAINING

The Company and the Union recognize that the various workplaces covered by this Agreement are unique and that employee interests are served best with educational programs specific to the individual needs of each workplace. Local management, in conjunction with the local Health and Safety Committee in each location, therefore, will undertake to assess the need for training in such areas as new employee orientation, local Health and Safety Committee training, safety talks, skilled trades and apprentice training, hazardous material control and designated substances.

FOR THE COMPANY

FOR THE UNION

DATED:

**LETTERS OF UNDERSTANDING**

**MASTER AGREEMENT**

**LETTER #9**

**RE: SUBSTANCE ABUSE**

Substance abuse is recognized to be a serious medical and social problem that can affect employees. The Company and the Union have a strong interest in encouraging early treatment and assisting employees towards full rehabilitation.

The Company realizes the importance of a cooperative effort between its management and the union committees in this regard. It is appropriate for the CAW and the Company to review and discuss such problems, with a view to providing assistance to addicted employees, consistent with their attitudes towards the problem.

Such assistance includes, but is not necessarily limited to, identification of the problem at the earliest stages, motivating the individual to obtain help, referral of the individual to appropriate treatment and rehabilitation facilities, and a continuing education of management and union representatives alike to recognize and deal constructively with such problems as they arise.

**R** The Company will pay Short Term Disability benefits for employees who are undergoing a prescribed rehabilitation process in accordance with the Short Term Disability Plan.

**N** **Substance Abuse Representatives**

The Company and the Union acknowledge the contribution Local C.A.W. Substance Abuse Representatives have made towards workplace education about substance abuse, and counselling and referral in individual substance abuse cases.

To ensure that this level of contribution continues, it is agreed that the Substance Abuse Representatives will be allowed reasonable time off each week to assist in counseling, education and follow-up. Substance Abuse Representatives will not leave their regular duties without obtaining permission from his/her supervisor (such permission shall not be unreasonably denied). It is further agreed that the Belleville and Bramalea locations will each have one (1) Substance Abuse Representative to assist any C.A.W. member in the location.

In addition, it is recognized that Substance Abuse Representatives will be able to deal more effectively with matters related to substance abuse if they are provided with appropriate training. Therefore, the Company will allow reasonable time off to Substance Abuse Representatives to attend courses which form part of the Addiction Intervention Association's Alcoholism and Drug Addiction Counsellor certification program, and will assume instructional fee costs and reasonable accommodation and meal costs associated with the taking of such courses.

FOR THE COMPANY

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**LETTERS OF UNDERSTANDING**

**MASTER AGREEMENT**

**LETTER #10**

**RE: PAYROLL OVERPAYMENTS**

During the 1988 negotiations discussion took place related to payroll problems associated with Bargaining Unit employees.

- R** It was agreed that it was in the interest of both parties to attempt to resolve such pay problems as quickly as possible. The Company therefore agrees that substantial overpayments resulting from payroll errors will be recovered at a rate of \$100.00 per pay for employees paid bi-weekly, and at a rate of \$50.00 per pay for employees paid weekly.

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DATED:

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## **LETTERS OF UNDERSTANDING**

### **MASTER AGREEMENT**

#### **LETTER #11**

#### **RE: SOCIAL JUSTICE FUND**

During 1991 negotiations the parties discussed the Union plan to establish a Social Justice Fund for the purpose of providing financial assistance to such entities as food banks, registered Canadian charities, and international relief measures to assist the innocent victims of droughts, famines and other dislocations.

In recognition of the Union objective to establish a Social Justice Fund and subject to the conditions set forth in the following points (1) to (5), the Company will make quarterly contributions to the said fund equal to one cent (1¢) for each straight time hour worked. Beginning in the second year of this Agreement, the Company will make quarterly contributions to the said fund equal to two cents (2¢) for each straight time hour worked.

The following conditions are applicable:

- (1) The Union incorporates the fund as a non-profit corporation under the Canada Corporations Act and ensures that all necessary steps are taken to maintain the corporation in proper legal standing and that all requirements of the Act are met;
- (2) The Union registers the non-profit corporation as a charity under the Income Tax Act of Canada and maintains the registration in good standing;
- (3) The Union obtains and maintains a favourable Income Tax Ruling from the Federal Department of National Revenue that all contributions which the Company makes to the non-profit corporation are tax deductible;
- (4) The objects, by-laws and resolutions of this non-profit corporation should limit it to making the following types of financial contributions;
  - a) Contributions to other Canadian non-partisan charities that are registered under the Income Tax Act.
  - b) Contributions to non-partisan international relief efforts that are recognized by the Canadian International Development Agency (C.I.D.A.), or any successor body that performs like functions.



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

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

## LETTERS OF UNDERSTANDING

### MASTER AGREEMENT

#### LETTER #12

#### EMPLOYMENT EQUITY

The Company and the Union are committed to ensuring Employment Equity at Nortel Networks Corporation. To this end, the Company and the Union have established one (1) Joint Employment Equity Committee in each of Belleville and Bramalea.

- R** Each of these Committees consists of one (1) C.A.W. Union representative from within the existing local representation group presently outlined in the Collective Labour Agreement and one (1) local Company representative. Each of these Committees will carry out responsibilities to develop and implement the joint Employment Equity Plan and coordinate education and communication efforts. Each Committee shall be provided with a minimum of one (1) day of joint training in order to accomplish its responsibilities as outlined above.
  
- R** Location management will meet with the location Employment Equity Committee to discuss their recommendations with a view to implementation. It is understood that the final decision to act upon the recommendations remains that of Management.

In keeping with Employment Equity goals, the parties are committed to ensuring a workplace free of discriminatory harassment. Discriminatory harassment is defined as "a course of vexatious comment or conduct that is known or ought to reasonably be known to be unwelcome" which diminishes individual dignity on the basis of race, colour, sexual orientation, marital or family status, religion, ancestry, place of origin, citizenship, creed, sex, handicap, or age.

Recognizing the Company's Sexual Harassment Policy Guidelines, the parties have developed, in consultation with the CAW Employment Equity Coordinator, location management and Employment Equity Committees, a discriminatory harassment investigation procedure. This procedure incorporates, where internal measures have been exhausted, the employee's right to cease work with no loss of pay if subjected to discriminatory harassment. This statement of intent is subject to a standard of good faith on the part of the Company, the Union and affected employees, and will not be utilized by the parties to circumvent the application of the joint procedure.

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**LETTERS OF UNDERSTANDING  
MASTER OF AGREEMENT**

**LETTER #13**

**BONA FIDE RELIGIOUS HOLIDAYS**

The Company shall endeavour to provide to employees, upon request, time off from work for the purpose of recognizing a bona fide religious holiday.

Such request will be submitted to the employee's manager at the commencement of the calendar year, and will be granted subject to operational requirements and not unreasonably denied.

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## LETTERS OF UNDERSTANDING

### MASTER AGREEMENT

#### LETTER #14

#### TELECOMMUTING

**R** During the 1996 negotiations, significant discussions focused on identifying key issues with respect to Telecommuting and its potential impact on CAW members at Nortel Networks Corporation.

The parties to this agreement define Telecommuting as:

"Recurring scheduled work during regular working hours that is performed from an employee's principle residence."

It is agreed that if potential Telecommuting opportunities arise during the life of the Collective Labour Agreement, the following items, as a minimum, shall be discussed with the goal to achieve mutual agreement.

1. The provisions of the Collective Labour Agreement remain in effect for the employee.
2. Telecommuting will commence and continue based on mutual consent of the company and the employee.
3. The employee retains some form of work space at the main Company location and electronic access to co-workers and Union officials.
4. Equipment necessary to perform the duties of the job shall be provided and installed at Company cost as determined by the Company.

**R** The parties agree that this letter is not authorization to begin offering Telecommuting work to CAW members at Nortel Networks Corporation. It provides a basis for

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discussion of critical areas that would require agreement after fully considering the needs of the employee, the Company, and the Union.

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**LETTERS OF UNDERSTANDING**

**MASTER AGREEMENT**

**LETTER # 15**

**TUITION REFUND**

**N** The Company recognizes the value of promoting learning to enhance personal development and employability, in areas not necessarily related to their current assignment. To that end, employees will be eligible to receive a maximum of \$4,000.00 over the term of the current Collective Labour Agreement for Education Programs that would not normally be covered under the current Education Assistance Process.

A Program of Education is a course, or a series of courses that lead to a diploma, degree, accreditation, or license that enhances the employability of an employee.

Employees may receive tuition refund in advance of the completion of a program of education provided that:

1. The employee secures the prior approval of his/her Manager.
2. The employee may claim tuition refund at or after time of enrollment upon submission of invoice or receipt through EVS.
3. At the end of the course the employee will submit to the Company evidence of successful completion.
4. Should the employee not successfully complete a course and / or examination, the employee must make full reimbursement to the Company of the tuition refund amount.

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## ISSUE 2



**LETTERS OF UNDERSTANDING**

**MASTER AGREEMENT**

**LETTER #16**

**HEALTH AND SAFETY**

During the 1996 round of negotiations, the Union expressed its concern regarding amendment of the Occupational Health & Safety Act and Regulations that may occur during the life of the current CLA. The parties agree that, in the event this legislation is amended during the life of the current CLA affecting employee rights, the parties shall meet within fourteen (14) business days written notice to the other to discuss the impact of such amendment with a view to achieving a mutually satisfactory solution.

The parties acknowledge their satisfaction with the current Act and Regulations, and agree that in fashioning a mutually satisfactory solution that recognizes current, legislated protection of employee rights, they cannot place **the** employer, supervisors, and workers in the position of possible legislative non-compliance.

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**LETTERS OF UNDERSTANDING**

**MASTER AGREEMENT**

**LETTER #17**

**RE: PREFERENTIAL HIRING**

- R** Employees on notice of layoff or on layoff and eligible for recall, shall be afforded hiring preference at other Company locations covered by this Collective Labour Agreement. Such employees must make an application in writing to the hiring location.

For hourly rated jobs, existing local practices will prevail. The Company retains the right to make the final selection.

Employees hired from other Company locations covered by this Collective Labour Agreement will have their seniority bridged from the other location after three (3) years of continuous service in the hiring location. At the time the employee's seniority is bridged his/her recall rights and seniority at the former location will be extinguished.

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**LETTERS OF UNDERSTANDING**

**MASTER AGREEMENT**

**LETTER #18**

**MOVE TO A NEW LOCATION**

**R** In the event that the Company moves employees in the Brampton C.A.W. bargaining unit to a new location(s) prior to February 25, 2003, the Company shall locate such employees within either the Regional Municipality of Peel, or the Regional Municipality of Halton and will recognize the Union as the bargaining agent of such employees at the new location(s), consistent with Appendix "A Recognition - Bramalea.

In the event that such move occurs within the period of time as identified above, the Company will provide the Union with language that reflects the commitment pertaining to recognition as the bargaining agent as outlined above.

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**APPENDIX "A"**

**RECOGNITION – LONDON/PLANT STATUS**

**R** 1.1 The Company recognizes the Union as the exclusive representative for the purposes of collective bargaining, in respect to rates of pay, and other conditions for the term of this Agreement and for succeeding agreements, for all employees of the Company who were employed in the "London Works", London and who were included in the bargaining unit described below.

The Company recognizes the Union as the sole collective bargaining agency for all technical, office and clerical employees of Northern Telecom Canada Limited, at its manufacturing division in the County of Middlesex, Ontario, save and except section managers, persons above the rank of section managers, engineers, members of the human resources department, nurses, and secretaries reporting to the Director Level and above.

1.2 It is acknowledged that the "London Works" was closed during 1994.

Employees who have not terminated their employment hold certain ongoing rights, such as recall rights and layoff allowance, described in Master Articles of this Agreement.

The balance of Appendix "A" and Appendix "B" regarding "London Works" in the previous Salaried Agreement is suspended. Should the Company establish a manufacturing plant in London, Ontario, Appendix "A" and Appendix "B" will serve as a basis for discussions regarding local terms and conditions of employment.

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## APPENDIX "A"

### RECOGNITION - BELLEVILLE

**R** The Company recognizes the Union as the sole collective bargaining agency for all technical, office and clerical employees of Nortel Networks Corporation, at its manufacturing division in the County of Hastings, Ontario, save and except hourly rated employees, section managers, persons above the rank of section manager, engineers, members of the personnel department, nurses, secretaries reporting to the Cabinet Director level and above, and those listed in the Letter of Agreement.

In addition to the above, specialists performing functions in purchasing, business systems, control/accounting, and marketing, are also excluded and listed in the letter of Agreement.

Before the Company excludes **from** the Bargaining Unit any newly created job, other than those covered by this Appendix, the Company will discuss the new job with the Local Union President and review the work to be performed.

In the event of a dispute, concerning the exclusion of a new job, it will be considered as part of the normal grievance procedure.

In any one year, no more than 5% of the number of eligible technical staff will be classified as engineering associates provided the individual has so requested. The criteria for classification as an engineering associate will be as follows:

Assignment to duties falling in the sphere of engineering activity and responsibility and ability to meet one of the following requirements:

- a) Honours graduate or equivalent in science or mathematics.
- b) Evaluation by A.P.E.O. as requiring three (3) or fewer papers for

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professional recognition and pursuing studies towards full recognition.

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## **APPENDIX "A"**

### **RECOGNITION - BRAMALEA**

**R** The Company recognizes the Union as the sole collective bargaining agency for all technical, office and clerical employees of Nortel Networks Corporation, at its manufacturing divisions and research development branch laboratory in the County of Peel, Ontario, save and except hourly rated employees, section managers, persons above the rank of section manager, engineers, members of the personnel department, nurses, secretaries reporting to the Director level and above, and those persons described in the Letter of Agreement #14, Appendix "B".

In addition to the above, specialists performing functions in purchasing, business systems, control/accounting, marketing, manufacturing, engineering and installation are also excluded and listed in the Letter of Agreement #2, Appendix "B".

Before the Company excludes from the Bargaining Unit any newly created job, other than those covered by this Appendix, the Company will discuss the new job with the Local Union President and review the work to be performed.

In the event of a dispute, concerning the exclusion of a new job, it will be considered as part of the normal grievance procedure.

In any one year, no more than 3% of the number of eligible technical staff will be classified as engineering associates provided the individual has so requested. The criteria for classification as an engineering associate will be as follows:

Assignment to duties falling in the sphere of engineering activity and responsibility and ability to meet one of the following requirements:

- a) Honours graduate or equivalent in science or mathematics.
- b) Evaluation by A.P.E.O. as requiring three (3) or fewer papers for professional recognition and pursuing studies towards full recognition.

**FOR THE COMPANY**

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**DATED:-**

**APPENDIX "A"**

**KINGSTON WORKS**

- R** The parties acknowledge that the Company sold its Kingston business to NORDX/CDT in 1995. NORDX/CDT became, and continues, as the successor employer of employees, and is bound to a collective labour agreement at Kingston with the C.A.W..

**FOR THE COMPANY**

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## **APPENDIX "B"**

### **LETTER #3**

#### **E.T. EVALUATION PLAN (REF. ART. 38)**

The Company recognizes the need for knowledge of the evaluation process and clear understanding of E.T. career development opportunities. The Company will conduct information meetings for Engineering Technicians/Technologists to present the evaluation criteria and procedure, consistent with the routine outlined in this letter.

1) **PRE-EVALUATION INTERVIEW:**

Before evaluation takes place, the E.T. will have an interview with his/her immediate manager. At this interview the employee will have the opportunity to ensure that his/her manager is fully aware of his/her achievements during the previous year, express his/her personal desire concerning other assignments within the technical field and outline his/her individual career aspirations and interest.

2) **GROUP REVIEW:**

The performance and grade evaluation, as well as expressed career interests, will be presented at group meetings for assessment to ensure equitable treatment. Career development group reviews will be conducted with engineering career development reviews to ensure all technical employees are considered for opportunities that may arise. Each meeting will be chaired by a senior engineering manager and composed of technical managers able to contribute to the evaluation.

3) **POST EVALUATION REVIEW:**

Subsequent to the group review, the manager will meet with each E.T. to discuss the results of his/her evaluation. The focus of the discussion will be of a constructive nature, covering feedback on the performance and grade evaluation, skills and qualities, expressed career interests and advice regarding development activity which will enhance the individual's ability to achieve his/her expressed career goals.

During the post review interview, the E.T. will have the opportunity to review his/her career development and evaluation forms including the degree scores. Upon request, he/she will be given a copy of the completed evaluation form. The post evaluation will be completed within one (1) month following the effective date of the evaluation.

Should a dispute result from such a review, such dispute will be subject to the grievance procedure.

Should **an** E.T. request that the Company provide him with his past three (3) years of point scores and completed evaluation forms, such request will be granted.

FOR THE COMPANY

FOR THE UNION

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DATE: \_\_\_\_\_

ISSUE 1

## **APPENDIX "B"**

### **LETTER #1**

#### **RE: RECOGNITION - BELLEVILLE**

This letter is written to clarify Article 1.1 and Appendix "A" - Recognition of the Collective Agreement entered into between the parties. It is agreed that the excluded specialists functions being performed at present are:

- 1) Business Systems Analysts  
Control/Accounting Analysts  
Marketing Analysts - Quotations  
- Forecasting  
- Price Development  
- Product Management  
Operations Planning Analysts - Materials Management  
- Engineering

It is agreed that persons in these excluded specialist functions as of February 25, 1991 shall continue to be excluded from the bargaining unit so long as they remain in these functions.

Otherwise the determination **of** whether or not persons performing these functions are excluded from the bargaining unit will be based upon the requirement for a relevant University Degree or Professional Accreditation for the effective performance of these functions. It is agreed that persons in the future performing specialist functions not meeting the above criteria will be considered as falling under the Bargaining Unit Specialists group.

As a position associated with functions listed above becomes available, the requirements of that position will be reviewed to determine whether the position meets the excluded criteria or falls within the new Bargaining Unit Specialist group. The Company will discuss this with the Union prior to that determination. Any Bargaining Unit employee transferred into an excluded function will be discussed with the Union prior to the transfer taking place.

Annually, the Company agrees to have full discussion on excluded positions falling within the above functions to ensure understanding by the local union. At that time, the number of employees in these functions will be provided.

Organization charts pertaining to the Belleville facility will be provided to the local union quarterly.

2) Confidential Secretaries – 3

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FOR THE UNION

DATED:

ISSUE 1

## **APPENDIX "B"**

### **LETTER #2**

#### **RE: RECOGNITION - BRAMALEA**

This letter is written to clarify Article 1 and Appendix "A" - Recognition of the Collective Agreement entered into between the parties. It is agreed that the excluded specialists functions being performed at present are:

- Business Systems Analysts
- Control/Accounting Analysts
- Marketing Analysts
  - Quotations
  - Forecasting
  - Price Development
  - Product Management
  - Market Research
  - Presentation Specialist
- Customer Service
  - Field Service Representative
- Operations Planning Analysts
  - Manufacturing
  - Engineering

It is agreed that persons in these excluded specialist functions as of February 25, 1991 shall continue to be excluded from the bargaining unit so long as they remain in these functions.

Otherwise the determination of whether or not persons performing these functions are excluded from the bargaining unit will be based upon the requirement for a relevant University Degree or Professional Accreditation for the effective performance of these functions. It is agreed that persons in the future performing specialist functions not meeting the above criteria will be considered as falling under the Bargaining Unit Specialists group.

As a position associated with functions listed above becomes available, the requirements of that position will be reviewed to determine whether the position meets the excluded criteria or falls within the new Bargaining Unit Specialist group. The Company will discuss this with the Union prior to that determination. Any Bargaining Unit employee transferred into an excluded function will be discussed with the Union prior to the transfer taking place.

Annually, the Company agrees to have full discussion on excluded positions falling within the above functions to ensure understanding by the local union. At that time, the number of employees in these functions will be provided.

Organization charts pertaining to the Bramalea facility will be provided to the local union quarterly.

FOR THE COMPANY

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**APPENDIX "B"**

**LETTER #4**

**RE: EMPLOYEES DISPLACED THROUGH TECHNOLOGICAL CHANGE**

When the Company introduces new equipment and such introduction has the direct result of:

- R** a) displacing 10 or more employees in the bargaining unit, or;
- R** b) changing the immediate jobs of 10 or more employees in the bargaining unit, by establishing a different grade classification, the Company will extend an opportunity for training on a vacant job at the same grade classification within the local bargaining unit to such displaced employees, provided they have the potential and education to be so trained.

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**APPENDIX "B"**

**LETTER #5**

**RE: APPENDIX "A"**

Discussions during 1996-97 negotiations led to an acknowledgment by the parties of a need for a forum to have ongoing dialogue in connection with the interlocking responsibilities of management and bargaining unit members. This dialogue is intended as a means for the parties to develop a thorough understanding of each other's viewpoint on issues related to Appendix "A" and Appendix "B", Letters 1 and 2. This forum will provide the opportunity for the parties to explore and construct, if possible, guidelines which will lead to a common approach to the changing configuration of the workplace. This will also be a forum to raise and openly discuss issues related to the roles that non-bargaining unit employees have within the workplace.

A group consisting of members from the local management committee and Local Union appointees will consider the situations brought forward by either the Company or the Union. This group may consult with other resources, such as the CAW Assistant to the Secretary Treasurer or the Regional Human Resources representative, as it considers necessary. These meetings may be initiated by either party and will be scheduled in a timely manner. A minimum of two (2) meetings will be scheduled to occur in March and September of each year.

This process is not intended to supplant or augment the grievance and arbitration procedure of the Collective Labour Agreement. In the event the group is unable to reach a satisfactory resolution, the Union will maintain its rights to file a grievance. However, in order to encourage open and frank dialogue between the parties in the above-mentioned forum, the parties agree discussions which occur within the forum will not be used, without the consent of the other party, in any arbitration proceeding.

The parties will arrange a master meeting as soon as possible after ratification to review the implementation of this letter and determine the usefulness of this process.

FOR THE COMPANY

FOR THE UNION

DATED:



**APPENDIX "B"**

**LETTER #6**

**RE: LONG TERM DISABILITY**

Employees who return to active employment within the bargaining unit after receiving long term disability will be credited with Seniority and Continuous Service based on former active employment and pensionable service credited while on Long Term Disability.

Upon return to active employment from Long Term Disability, an employee will be given rate protection in accordance with Article 12.11, provided he/she is capable of performing his/her former job.

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

FOR THE COMPANY

FOR THE UNION

DATED:

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**APPENDIX "B"**

**LETTER # 7**

**RE: LOCAL LETTERS**

The letters of agreement signed during the negotiations concerning local issues shall also form part of this Collective Agreement.

FOR THE COMPANY

FOR THE UNION

DATED:

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**APPENDIX "B"**

**LETTER #8**

**RE: MEDICAL RESTRICTIONS**

- R** In the event a health impediment restricts **an** employee from assuming a position, the issue shall be reviewed by the Local Benefits Committee and, at that time, a member of the local Nortel Networks Wellness Center will be present.

FOR THE COMPANY

FOR THE UNION

DATED:

ISSUE 1

## APPENDIX "B"

### LETTER #9

#### RETURN TO BARGAINING UNIT

The following represents the mutual agreement between the Company and the C.A.W. with respect to the interpretation and application of Article 10.1.6 of the current Collective Labour Agreement.

- 1) An employee who is assigned to a job not included in the Bargaining Unit and subsequently returns in accordance with 2) or 3) below, shall have his/her previous seniority in the Bargaining Unit restored upon return. After three (3) years in the Salaried Bargaining Unit the seniority of employees *so* affected will be adjusted on the basis of full Company Continuous Service.
- 2) **An** excluded employee returning to the clerical ranks shall be placed in a vacancy at the entry level grade of a function in which he/she was formerly assigned and be afforded rate protection based on the grade level from which he/she was transferred out of the Bargaining Unit.
- 3) **An** excluded employee returning to the technical ranks shall be placed in a vacancy at the lowest grade level in the Technical Salary Schedule (currently ETE), and be afforded rate protection based on the grade level from which he/she was transferred out of the Bargaining Unit.
- 4) **An** excluded employee who returns to the Bargaining Unit, in the E.T. ranks, in accordance with the above agreement, will be eligible for a maximum upgrade of two (2) grade levels within the first twelve (12) months from the date of return or from the date of this agreement, whichever occurs latest.
- 5) **An** excluded employee may not return to a vacancy as set out in 2 or 3 above, at a time when a Bargaining Unit employee with greater seniority and qualified is on layoff.
- 6) An employee who is assigned to a job not included in the Bargaining Unit following the date of this agreement, may only return to the Bargaining Unit in accordance with this agreement once in the future. Should he/she again be assigned to a job not included in the Bargaining Unit and subsequently return, he/she will not be given credit any time for any prior seniority for Bargaining Unit purposes, i.e. Re-enter the Bargaining Unit with new employee seniority status.

FOR THE COMPANY

FOR THE UNION

DATED:

It is agreed by the parties that the definition of "vacancy" within the context of this letter concerning the application of Article 10.1.6 of the Collective Labour Agreement shall be:

**"an** assignment of work (Technical) or Analysis No. (Clerical) which does not specifically result in a surplus condition within a ten (10) week period following the date of commencement of the work, or which has not been specifically caused **by** a surplus condition within a six (**6**) week period prior to the date of commencement of the work."

FOR THE COMPANY

FOR THE UNION

DATED:

**APPENDIX “B”**

**LETTER #10**

**STANDBY COMPENSATION**

This memorandum outlines the treatment of employees who are required by management to be on standby.

Compensation for standby:

- Outside of regular working hours on scheduled work day                      One and one-half (1 ½) hours pay per day
- Saturday, Sunday and Plant Holidays                      Two (2) hours per day

IN ADDITION

Calls handled at home:

- Overtime pay at regular overtime premium rates (time and one-half outside regular hours and Saturdays; and two times for Sundays and Company Holidays) for time spent on call with a minimum of one hour’s pay per call. Multiple calls handled in the same one (1) hour period will be considered as one call for pay treatment purposes.

Calls necessitating trip to office:

- Overtime pay at regular overtime premium rates for time away from home with a minimum of three hour’s pay.

Except in the case of emergency, employees may request to be excused from being on standby provided that such employees have a legitimate reason for being excused. Such legitimate request shall not be unreasonably denied. The Company agrees that except in cases of

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emergency, employees who are required to be on standby shall be advised at least twenty-four (24) hours before the assignment commences.

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**APPENDIX "B"****LETTER #11****RE: EMPLOYEE DEVELOPMENT**

During the course of 1994 collective bargaining, substantial discussion took place regarding the way in which employees in the salaried bargaining units can attain the qualifications set for particular jobs by the Company.

The following sets out the Company's undertaking in that regard:

The Company places great value upon the skills and experience possessed by the workforce. It is recognized that the evolution of the business and the development of employees requires a commitment to training and education shared by the Company and the employees themselves.

To that end, the Company commits to make available a training or education program necessary toward qualification for an employee to advance within his/her job stream.

Training and education may be made available in a variety of ways:

- 1) During working hours wherever practicable
- 2) Outside of regular working hours
- 3) At educational institutions and/or in the workplace

The Company will design, select or approve programs in such a manner as best suits the respective needs of the operation and the employee.

In recognition of the investment of employees in their own education, and therefore the development of the business, the Company will, where approved courses are taken on the employee's own time pay to the employee an amount equal to the employee's equivalent base hourly rate including COLA multiplied by the actual classroom hours attended. This payment will not be considered in calculating any other benefits or premiums. Also this payment will be separate from tuition refund terms and conditions which are outlined in the plan text. Payment will not normally be made more than once for any one course.

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The above will apply where **an** employee in a job stream included in the materials matrix, has completed any educational requirement within the context of the materials matrix.

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**APPENDIX "B"**

**LETTER #12**

**EXPENSE REIMBURSEMENT - COMPANY BUSINESS  
INTERNATIONAL TRAVEL - SALARIED**

This will confirm the Company's agreement to continue the practice of reimbursing bargaining unit employees covered by this agreement for reasonable expenses associated with duly authorized international travel on Company business. Such reimbursement will be in accordance with the International Services Department and Corporate Procedure 802.14.

Any changes to Corporate Procedure 802.14 will be forwarded to the Local Union by the Human Resources Representative.

It is further agreed that any concern arising out of the application of the above procedure can be brought up for discussion with the Human Resources Representative after having been dealt with through the normal management structure.

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**APPENDIX "B"**

**LETTER #13**

**BANKING OF OVERTIME - SALARIED**

This letter expresses the parties' agreement to implement a policy permitting the banking of overtime and use of such time as compensated time off, subject to the following considerations:

1. Entitlement to overtime in pay or in time in lieu shall continue to be governed by the provisions outlined in Article 26.
2. An employee who has worked authorized overtime and wishes to take compensated time off may do so by banking his/her authorized overtime hours in lieu of payment. Failing the mutual agreement of the employee and his/her manager to bank overtime, overtime shall be paid.
3. Employees may not bank more than 22.5 hours for the purposes of compensated time off.
4. Employee requests to schedule banked compensated time off shall be submitted to their manager in the appropriate form, and, in advance of the intended time off. Such requests shall not be unreasonably denied but will be subject to the needs of the business.
5. All banked overtime must be taken as time off. Monetary compensation will be limited to situations in which the employee is separating from the Company.

The parties agree that one year following ratification of the CLA a full review of the above process and effectiveness of same will take place.

The parties further agree to a report design review prior to implementation or issue.

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**APPENDIX "B"**

**LETTER #14**

**BRAMPTON HEADQUARTERS**

The CAW and its Brampton Salaried bargaining unit ("the Union"), agree to withdraw all grievances listed in Outside Letter of Understanding #1, dated October 10, 1996 and to abandon permanently any claims whatsoever to an extension of application of the Collective Labour Agreement to persons who have moved or will move from other company locations to be located in the Brampton headquarters, and to the work performed by personnel in the Brampton headquarters.

The Union also agrees that it shall not file further grievance(s) of a similar kind to those listed in Outside Letter of Understanding #1, dated October 10, 1996, nor shall it assert in any other way, any claim, or pursue a remedy of any kind in any forum asserting that it is the bargaining agent of persons who have moved or will move to be located in the Brampton headquarters or who perform work in the Brampton headquarters.

Outside Letter of Understanding #1, dated October 10, 1996 attached is a comprehensive list of all grievances filed.

The reference to "new job" in the fourth paragraph of Appendix "A" Recognition - Bramalea, does not refer to jobs in the Brampton headquarters.

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## APPENDIX "C"

### ARTICLE 1 - LONDON WORKS

#### RECOGNITION/PLANT STATUS

- R** 1.1 The Company recognizes the Union as the exclusive representative for the purposes of collective bargaining, in respect to rates of pay, and other conditions for the term of this Agreement and for succeeding agreements, for all employees of the Company who were employed in the "London Works", London and who were included in the bargaining unit described below.

The Company recognizes the Union as the exclusive Bargaining Agency of all employees of Northern Telecom Canada Limited of "London Works" save except managers, persons above the rank of managers, members of the Medical Department, office employees, security guards, persons covered by a subsisting Collective Agreement between the Canadian Union of Operating Engineers and Northern Telecom Canada Limited.

- 1.2 It is acknowledged that the "London Works" was closed during 1994.

Employees who have not terminated their employment hold certain ongoing rights, such as recall rights and layoff allowance, described in Master Articles of this Agreement.

The balance of Appendix "A" in the previous Hourly Agreement is suspended. Should the Company establish a manufacturing plant in London, Ontario, Appendix "A" will serve as a basis for discussions regarding local terms and conditions of employment.

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**APPENDIX "C"**

**ARTICLE 2 - BELLEVILLE**

**RECOGNITION**

- R** The Company recognizes the Union as the exclusive bargaining agency of all employees of Nortel Networks Corporation at its Belleville Works, Belleville, save and except salaried employees, managers, and persons above the rank of manager, members of a medical department, office staff and plant security staff and students employed during their work period while attending a "cooperative university".

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**APPENDIX "C"**

**ARTICLE 3 -- KINGSTON WORKS**

**R** The parties acknowledge that the Company sold its Kingston business to NORDX/CDT in 1995. NORDX/CDT became, and continues as the successor employer of employees, and is bound to a collective labour agreement at Kingston with the C.A.W..

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**APPENDIX "C"**

**ARTICLE 4 – SAINT JOHN**

**RECOGNITION/PLANT STATUS**

- 4.1 The Company recognizes the Union as the exclusive representative for the purposes of collective bargaining, in respect to rates of pay, and other conditions for the term of this Agreement and for succeeding agreements, for all employees of the Company who were employed in the Saint John Plant and who were included in the bargaining unit described below.

The Company recognizes the Union as the exclusive Bargaining Agency of all employees of Northern Telecom Canada Limited in its Communications Systems Division, Saint John Plant at Saint John, N.B. save and except supervisors, salaried employees, those above the rank of supervisor, office staff, security guards, sales staff, co-operative students, and medical staff.

- 4.2 It is acknowledged that the Saint John Plant was closed during 1990.

Employees who have not resigned hold certain ongoing rights, such as recall rights and layoff allowance, described in the Master Articles of this Agreement.

The balance of the Appendix in the previous Agreement is suspended. Should the Company establish a manufacturing plant in Saint John, such Appendix will serve as a basis for discussions regarding local terms and conditions of employment.

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**APPENDIX "C"**

**ARTICLE 5 – BRAMALEA**

**RECOGNITION**

**R** The Company recognizes the Union as the bargaining agent of all employees of Nortel Networks Corporation at its manufacturing divisions in the Regional Municipality of Peel, save and except salaried employees, section managers, persons above the rank of section manager, registered nurses, professional engineers, and employees covered by subsisting collective agreements, students employed under a co-operative university program, and members of the human resources department, secretaries to the manufacturing manager or equivalent or higher, and secretaries to managers reporting directly to the manufacturing manager or equivalent and specialists performing functions in purchasing, business systems, auditing, control/accounting, marketing and installation.\*

The Company agrees that it will not hire students to be employed under a cooperative university program while hourly employees qualified to perform the work are on lay-off. Students employed under a cooperative university program who are on the payroll prior to a lay-off of hourly employees will continue to be employed in the event of a lay-off until the end of their work term.

\* see Appendix C, Letter 21 - "Brampton Headquarters"

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**APPENDIX "C"**

**ARTICLE 6**

**HOURLY-RATED PROVISIONS**

**N** The following provisions will apply to hourly rated employees. In the event of a conflict between a provision in Appendix "C" and another provision in the Collective Labour Agreement, the former shall govern.

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**APPENDIX "C"**

**ARTICLE 7 - EXCLUDED EMPLOYEES**

- 7.1 The Company agrees that any employees excluded from this Agreement will not perform hourly rated work except for the purpose of instruction, experimentation, the correction of production difficulties or maintenance of essential services.

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**APPENDIX "C"**

**ARTICLE 8 - RELIEF PERIODS**

- 8.1 Employees are entitled to relief periods and the arrangement and length of such relief periods will be in accordance with existing procedures.

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**APPENDIX "C"**

**ARTICLE 9 - ON THE JOB INJURY ALLOWANCE**

- 9.1 In the case of occupational injury/sickness causing lost time, the employee involved will be paid for the balance of the shift on the day of occupational injuryhichess at his/her regular rate of pay. If an employee is required to see a doctor for treatment of an occupational injuryhichess subsequent to the day of the occupational injuryhichess and it is impossible for the doctor to see him/her except during the employee's scheduled work hours, he/she will be compensated for loss of wages.
- R** 9.2 Employees who have been downgraded due to a medical restriction caused by occupational injuryhichess for which a W.S.I.B. case has been established, will receive rate protection for the life of the Agreement. Such rate protection will cease should he/she not apply to a job posting at a higher grade for which he/she is qualified or when his/her medical restriction has been removed.

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**APPENDIX "C"**

**ARTICLE 10 - PROMOTIONS AND DOWNGRADING -  
WAGE ADMINISTRATION**

- 10.1 An employee who is upgraded shall be rerated at the beginning of the payroll period immediately following the date of such assignment.
- 10.2 An employee who is downgraded (except those covered by 10.3) shall be rerated at the beginning of the payroll period immediately following the date of such assignment.
- 10.3 An employee with five (5) years or more of service, downgraded due to a shortage of work, shall maintain the rate of pay in effect at the time of downgrade for the life of the Agreement. This rate protection will not apply to an employee downgraded from a temporary assignment, or to an employee who refuses opportunity for reinstatement to his/her former job.

Employees on rate protection will be notified in writing of jobs they must post for in order to maintain their rate protection.

- 10.4 An employee who is temporarily upgraded for any period of time during the week shall be paid at the higher rate for all hours worked during that week. An employee downgraded from a temporary assignment shall be rerated at the beginning of the payroll period following such assignment to the lower grade. When requested, employees will receive written notice of upgrades.
- 10.5 An employee who is temporarily transferred to a lower rated job for the convenience of the Company (except when bumped because of shortage of work) shall continue to receive his/her current rate for the duration of time spent on the lower rated job.

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**APPENDIX "C"****ARTICLE 11 - JOB EVALUATION**

- 11.1 The classification of jobs covered by this Agreement shall be in accordance with the Company's Job Evaluation Plan.
- 11.2 An employee, upon request, will be allowed to review with his/her immediate supervisor the Job Description of the job to which he/she is assigned.
- 11.3 In the event that a change in grade results from the re-evaluation of a job, an employee assigned to such job may lodge a complaint in accordance with Article 7, Master Agreement.
- 11.4 In the event of a claim by an employee that his/her Job Description does not reflect his/her assignment, he/she may discuss that matter with his/her immediate supervisor. The employee involved and his/her Committeeperson will be given the opportunity to review the job description. If the matter is not satisfactorily resolved it shall be considered a grievance upon referral to the First Step of Article 7, Master Agreement.
- If, as part of the disposition of a grievance, the Company agrees to re-evaluate the job in question, such re-evaluation shall be conducted within thirty (30) days of the grievance reply.
- 11.5 A copy of the Company's Job Evaluation Plan will be issued to the Union Chairperson.
- 11.6 The Company agrees to supply the Union Chairperson with a copy of the job descriptions authorized for use at the facility.
- 11.7 Prior to posting new jobs the Company will supply job descriptions to the Union Chairperson.
- 11.8 The Company agrees to advise the Local Union in writing thirty (30) days in advance of grade changes to existing jobs.
- 11.9 The Company agrees to supply the Union Chairperson with point scores and substantiation data associated with any job evaluated or re-evaluated during the term of this Agreement.

This information will be provided within 30 days of the evaluation.

- 11.10 With respect to the evaluation and grading process, any changes in job description

or any new jobs will be discussed with the Committee person and the employee before the job description is released to the Job Evaluation Committee.

- 11.11 Any employee whose job is downgraded as a result of changes to his/her current job will have his/her rate maintained provided he/she remains on that job.

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## APPENDIX "C"

### ARTICLE 12 - VACATIONS

12.1 Employees will become eligible for vacations with pay each year based on their service with the Company as of June 30th of the current year, as follows:

One (1) full calendar month but less than two (2) full calendar months	=	1 day
Two (2) full calendar months but less than three (3) full calendar months	=	2 days
Three (3) full calendar months but less than four (4) full calendar months	=	3 days
Four (4) full calendar months but less than five (5) full calendar months	=	4 days
Five (5) full calendar months but less than six (6) full calendar months	=	5 days
Six (6) full calendar months but less than seven (7) full calendar months	=	6 days
Seven (7) full calendar months but less than eight (8) full calendar months	=	7 days
Eight (8) full calendar months but less than nine (9) full calendar months	=	8 days
Nine (9) full calendar months but less than ten (10) full calendar months	=	9 days
Ten (10) full calendar months but less than eleven (11) full calendar months	=	10 days

12.2 After service of ten (10) months but less than three (3) years - two (2) weeks.

12.3 After service of three (3) years but less than ten (10) years - three (3) weeks.

12.4 After service of ten (10) years but less ~~than~~ nineteen (19) years - four (4) weeks.

12.5 After service of nineteen (19) years but less than twenty-nine (29) years - five (5) weeks.

- 12.6 After service of twenty-nine (29) years - six (6) weeks.
- 12.7 Employees who complete service of: three (3) years, ten (10) years, nineteen (19) years, twenty-nine (29) years, after June 30th in the calendar year shall be entitled to vacations in accordance with Appendix C, Article 12.3, 12.4, 12.5 and 12.6.
- 12.8 When a weekly or monthly rated employee is transferred to an hourly rate, the vacation period shall be based on his/her status as of June 30th in the current year.
- 12.9 When an employee has been absent without pay for an accumulated period in excess of sixty (60) days, his/her vacation shall be reduced in such year in accordance with the following table for each thirty (30) days absence in excess of sixty (60) days.

<u>Service</u>	<u>Reduction in Vacation Credit</u>
Ten (10) months but less than three (3) years	1 day
Three (3) years but less than ten (10) years	1 1/2 days
Ten (10) years but less than nineteen (19) years	2 days
Nineteen (19) years but less than twenty-nine (29) years	2 1/2 days
Twenty-nine (29) years and over	3 days

- 12.10 Vacation pay under this section for employees with less than one (1) year of service shall be computed on the basis of eight (8) hours at the employee's rate for each one (1) day of vacation.
- 12.11 Employees who receive one (1) or more weeks vacation under section 12.2 shall be paid on the basis of two (2) percent of earnings or forty (40) hours at their rate, whichever is greater, for the first two (2) weeks of vacation to which they are entitled.
- Employees who receive vacation in excess of two (2) weeks under Appendix C, sections 12.3, 12.4, 12.5 and 12.6 shall be paid on the basis of forty (40) hours at their rate for each week of vacation after the second week.
- 12.12 Vacations shall not be accumulative and shall be completed by May 31st of the following year.
- 12.13 Vacation pay shall be based on the employee's regular rate in effect at the time of going on vacation.
- 12.14 Employees who fall into one (1) of the following categories:

1. Employees who are terminated or who have resigned;
2. Employees on Maternity, Adoption or Parental leave of absence;
3. Employees on lay-off;
4. Employees unable to take vacation prior to May 31st;

will be accorded vacation pay treatment as shown hereunder:

1. Employees who are terminated or have resigned:

Vacation pay owing at time of termination or resignation will be paid including C.O.L.A.

The Company shall have the right to recover any vacation pay paid to an employee under Appendix C, Article 12.7 when such employees qualifying anniversary date falls after the date of resignation or termination.

2. Employees on Maternity, Adoption or Parental Leave of Absence:

Employees proceeding on Maternity, Adoption or Parental leave may request vacation pay in lieu of vacation at time of leaving or during the leave after June 30th of any year.

Vacation pay, paid in lieu of vacation, will be paid at the regular rate in effect at the time of leaving. Such rate will include C.O.L.A.

3. Employees on lay-off

Employees laid off during the vacation year (July 1 to June 30th) and are not recalled prior to June 30th will be paid vacation pay in lieu of vacation.

An employee who continues on lay-off in the subsequent vacation year (July 1st to June 30th) and who is not recalled prior to June 30th of that year will not be entitled to vacation pay in accordance with Appendix C, Article 12 of the Agreement.

4. Employees unable to take vacation prior to May 31st:

Employees who do not receive vacation by May 31st of the following year will be paid vacation pay in lieu of vacation.

Employees who are paid vacation pay will be paid at the regular rate plus C.O.L.A., in effect on May 31.

R 12.15 Pay for the purpose of Appendix C, 12.9 shall include W.S.I.B., Lay-off Allowance and Maternity, Adoption or Parental Allowance and shall exclude any payment under any long term disability plan.

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## APPENDIX “C”

### ARTICLE 13 - MINIMUM COMPENSATION

- 13.1 When an employee is called during his/her off-time to report for a work assignment outside his/her standard daily or weekly work schedule, it shall be considered a “called-in” emergency. However, when an employee is requested to remain late on a day on which he/she has reported for work or when prior to leaving work an employee is requested to report for work on a subsequent day at either his/her standard or non-standard starting time, it shall not be considered a ‘called-in’ emergency.
- 13.2 When an employee is required to make extra trips from his/her residence to place of work and return as a result of a ‘called-in’ emergency, he/she shall be paid for two (2) hours’ travelling time at straight time rates and shall receive overtime for any time worked, or a minimum of four (4) hours’ pay at the employee’s base day rate whichever is greater. When an employee having worked on the preceding regular day shift is called in to work within the third shift on an emergency basis, he/she shall receive double time for all time worked in addition to two (2) hours’ travelling time.
- 13.3 When the “called-in” emergency does not require extra trips but does involve reporting earlier than the starting time of his/her standard daily work schedule, one (1) hour travelling time shall be paid and the employee shall receive overtime for time worked prior to his/her standard starting time.
- 13.4 Any employee who reports for work as usual, and is sent home because no work is available shall be paid the equivalent of four (4) hours’ work at his/her day work rate providing such lack of work is not caused by power failure, or any other event beyond the control of the Company.
- R 13.5 Any employee required to work on Inventory on a Saturday, Sunday, or Company Holiday, will be guaranteed four (4) hours of work.
- 13.6 When an employee is requested to work overtime (two (2) hours or more) and reports for such overtime but, through no fault of the employee, is sent home prior to the completion of overtime hours requested, he/she shall be paid two (2) hours’ travelling time at straight time rates or overtime for hours worked at the appropriate overtime rate, whichever is greater.

13.7 When an employee is required to travel more than forty (40) Km away from his/her home plant on a work related assignment, he/she will be paid up to a maximum of eight (8) hours travel time at straight time rates for the time spent travelling at the Company's request between the hours of 8:00 A.M. to 12:00 Noon, 1:00 P.M. to 5:00 P.M., and 6:00 P.M. to 12:00 Midnight. Whenever possible, travel time will be scheduled during working hours.

## APPENDIX "C"

### ARTICLE 14 - SKILLED TRADES

- 14.1 For the purpose of this Agreement, skilled trades journeyman/woman shall be as listed below, and as per Appendix "C", Article 15 (Belleville) and Appendix "C", Article 16 (Bramalea).

Tool Gauge Inspector  
Machine Inspector  
Electronic Technician  
Mechanic  
Carpenter  
Tinsmith/Sheetmetal Worker  
Machine Repair  
Tool and Die Maker  
Tool Machinist-AA  
Millwright-Welder  
Plumber-Pipefitter  
Automotive Mechanic/Industrial Truck  
Repair Mechanic  
Electrician  
Technician Instruments  
Heat Treat and Tool Welder  
Machinist Test Set  
Stationary Engineer  
Serviceman-Commercial Tools.

- 14.2 Future employees entering the trades shall have date of entry seniority in the Skilled Trades as listed under Section 1.

- 14.3 Posting

R The Company will post vacancies on the Company Bulletin Boards for a period of three (3) working days, except when vacancies:

- (a) are filled by a Skilled Trades employee being moved due to a medical restriction.
- (b) are filled by a qualified recalled Skilled Trades employee.

When vacancies are not filled as per (a) or (b) above, the employee qualified per Appendix C, Article 14.6 with the greatest seniority from among those who have applied in writing will be selected for such vacancy.

When the selected applicant is not available to fill a posted vacancy such vacancy shall be filled on a temporary basis at the Company's discretion. Should no qualified applicants apply, the vacancy will be filled by hiring a Skilled Trades employee qualified to fill the vacancy.

When vacancies are posted in accordance with this Article, employees assigned to the same trade classification as posted will be restricted from applying for the vacancy.

Should a Skilled Trades employee prefer a particular job within his/her trades classification he/she may notify his/her manager in writing, who will notify the Union within five (5) working days. When such a vacancy occurs the senior qualified skilled trades employee who has filed a written request as above will be given the opportunity to fill such vacancy.

- 14.4 (a) Production workers will not carry seniority into the trades listed under Appendix C, Article 14.1. However, should management or the employee decide during a period of fifty (50) days worked, the employee is unable to perform the Skilled Trades job in a satisfactory manner, the employee will return to production in accordance with the Surplus provisions in Appendix "C", Article 17 (Belleville) and Appendix "C", Article 18 (Bramalea), with no loss of seniority.
- (b) Skilled Trades workers will not exercise seniority into production or non-production groups except where a trade listed under 14.1 is discontinued or eliminated, or an employee is moved per Appendix "C", Article 15 (Belleville) and Appendix "C", Article 16 (Bramalea). When such exception exists, such employees will then exercise their total Company seniority for the purpose of displacing the junior employee in the classification for which he/she is qualified, or shall exercise all of his/her Company seniority in the general production, or non-production groups under this Agreement.
- 14.5 Should a Skilled Trades employee become medically unfit, and unable to follow his/her Skilled Trade, both the Company and the Union will cooperate in endeavoring to place such an employee on a job he/she is capable of performing. Should he/she be placed in production his/her seniority shall be maintained as per Article 10.1, Master Agreement.
- 14.6 The term "journeyman/woman" as used in this Agreement shall mean any person:
- (a) who presently holds a journeyman's/woman's certificate in the Skilled Trades classification:
- (b) who has served a bonafide apprenticeship of four (4) years or 8,000 hours,



and holds appropriate substantive documentation of such training:

(c) who has eight (8) years or more practical experience in the related skilled trades classification in which he/she claims qualification and can prove same, e.g. a C.A.W. journeyman/woman card, or has equivalent formal academic training to satisfy the requirements of the job.

14.7 During any period when journeymen/women are unavailable, it is agreed that non-journeymen/women employees whose duties shall be to assist journeymen/women may be hired or reclassified on a temporary basis to supplement the work force in a Skilled Trade and shall be known as a supplemental employee for present employees and new supplemental employee for new hire.

The opportunity to work as a supplemental employee shall be offered first to senior qualified employees, second to any laid off employee with seniority who has the present ability and an adaptability to do the work. If there are no laid off employees eligible, new employees may be hired on a temporary basis. The ratio of supplemental employees shall not be in excess of one (1) supplemental employee to eight (8) journeymen/women.

(Except Bramalea, see Appendix C, Letter #13)

14.8 When a journeyman/woman becomes available, whether by hire or transfer in a skilled trade to which a supplemental employee has been assigned, such journeyman/woman will replace the supplemental employee who shall be returned to a production assignment if transferred from production ranks or laid-off if hired as a supplemental employee.

A supplemental employee shall not accumulate seniority within the skilled trades but shall accumulate plant-wide seniority and may exercise such plant-wide seniority to return to his/her former job or to apply for vacancies in the plant as provided elsewhere in the Agreement.

(Except Bramalea, see Appendix C, Letter #13)

Supplemental employees shall receive ten (10) cents per hour below the rate of the classification to which they are assigned.

14.9 When a surplus occurs in a skilled trades classification, in a location not otherwise provided for in a Local Appendix, supplemental employees in the affected classification will be returned to a production assignment; seniority permitting, if transferred from production ranks, or laid off if hired as a supplemental employee.

If further reductions are necessary, the surplus employee shall,

- a) displace a more junior employee in a trades classification for which he/she is qualified.

Failing placement in accordance with the above, or Appendix C, Article 14.4(b), the employee will be laid off on the basis of his/her Local Seniority (L.S.).

- b) Employees affected by lay-off or cut-back in staffing as per a) above shall be offered employment over new hires to fill an open requisition at the Company employment office. When application is made under the provisions of Letter 17, Master Agreement the employee will only be considered for vacancies in the same trade as his/her current trades classification, or where otherwise qualified as per Appendix C, Article 14.6.
- c) Recalls shall be made in reverse order of lay-offs.

14.10 The Company and the Union are committed to the Local Joint Training Committee's mandate to address on going training needs and to keep abreast of relevant technological advance pertinent to Skilled Trades employees.

The Joint Committee shall be co-chaired by the local Union Trades Representative and the local Company Trades Representative. The Committee shall be comprised of a minimum of three (3) representatives from the Company and three (3) representatives from the local Union with additional trades representation determined by the Committee to adequately address specific training needs.

The role of the Committee shall be:

- to identify the essential skill **needs** and knowledge requirements
- to identify training priorities
- to identify appropriate training vehicles
- to equitably distribute training opportunities based on the training priorities established by the Committee, giving due consideration to seniority
- to develop and recommend a yearly training plan outlining the Trades and employees affected
- to evaluate the effectiveness of the training strategy

To accomplish these objectives, the Committee shall receive timely and relevant information regarding business directions including forty-five (45) days notice prior to the introduction of new equipment and technology impacting Skilled Trades employees. The Committee shall also be apprised of the resources available for training. In assessing training needs, the Committee will solicit local trades input and involvement.

- It is understood that the Joint Committee will decide the frequency of meetings that may be necessary in each location.
- 14.11 The Company agrees that shift work will be on a rotating basis within each trade.
- Should production or maintenance requirements make it necessary to alter this procedure, the Company will discuss the matter with the Union, with a view to resolving the problem, prior to the change being implemented.
- 14.12 The Company agrees that production workers will not perform work normally performed by the Skilled Trades employees, and Skilled Trades employees will not do work that is normally performed by production workers except for work required for tool, equipment and machine repair, experimental or development purposes or in emergency situations.
- An emergency situation is not intended to circumvent production employees from working overtime.
- 14.13 The Company agrees that outside contractors will not perform work normally performed in the plant by Skilled Trades, while Skilled Trades employees capable and available to do the work are on lay-off.
- The Company will meet with the Union for the opportunity of having full and meaningful discussion prior to outside contractors being brought in to do trades work in the plant when the duration of the subcontract work is expected to exceed thirty (30) days.
- 14.14 The Company will replace tools which have been damaged during the proper use of such tools by Skilled Trades personnel in the performance of Company duties. In addition, the Company will replace stolen tools provided that the Skilled Trades employee has taken reasonable precautions to prevent such losses. Further, the Company shall supply specialized tools, on a temporary loan or consignment basis.
- 14.15 In order to facilitate the obtaining of a C.A.W. journeyman/woman card, the Company will give a Skilled Trades employee, on request, a letter certifying his/her experience relative to the Union's skilled trades nomenclatures. The format of such letter to be mutually agreed upon.
- 14.16 All the articles and working conditions in this Contract shall be applicable to Skilled Trades employees.
- 14.17 Whenever it is found necessary by the Company to assign employees as apprentices in any of the Skilled Trades as described in Appendix C, 14.1, personnel chosen by the Company for such training shall be considered as being in a preferred category in the event of general lay-off and shall only be affected if

surplus of employees occurs in the trades to which they are assigned.

14.18 Apprenticeship Program - The Company and Union agree that:

- a) The Company will provide the Union with a copy of the Company's Apprenticeship Plans. Prior to posting a vacancy for an apprenticeship, the Company will review the content of the particular Company apprenticeship plan with the local Skilled Trades representative.
- b) When journeymen/women are not available, notices of vacancies for apprentices will be posted on Company bulletin or posting boards.
- c) The Apprentice Selection Committee will meet to select the candidates for the Apprenticeship Program. It will consist of up to three (3) Management representatives and up to three (3) Union representatives. If agreement cannot be reached Appendix C, Article 14.18. f) will apply.
- d) The Apprentice Performance Review Committee will consist of two (2) management representatives, and two (2) Union representatives, one (1) of which will be the assigned journeyman/woman.
- e) Apprentices will be granted a tool allowance of \$300.00 in three (3) equal installments, payable at the end of the second year, third year, and the final payment upon successful completion of the apprenticeship.
- f) In the event that the Committee cannot agree on Apprenticeship Program matters the Company will make the final decision.
- g) When it is necessary for the Company to discontinue an employee Apprenticeship Program, due to shortage of work, the parties will discuss the matter in an attempt to place such an employee in a continuing Apprenticeship Program.
- h) Production employees who have become skilled trades Apprentices shall have their production seniority protected during their period of apprenticeship and if returned to production during this period, such return will be in accordance with the Surplus provisions in Appendix "C", Article 17 (Belleville) and Appendix "C", Article 18 (Bramalea).

14.19 The Company will continue to provide wearing apparel that is presently being provided to Skilled Trades employees.

14.20 The Company will provide the Trades Committeeperson with a copy of the qualifications at least two (2) full working days prior to commencing work, of all trades personnel hired after the date of ratification. Skilled Trades applicants

must satisfy the qualifications in Appendix C, Article 14.6, and these qualifications will be reviewed with the Trades Committeeperson.

14.21 It is recognized that Skilled Tradesmen/women may be required to work during the standard vacation shutdown.

Such employees will be advised by May 31st of each year, so that they may make alternative vacation arrangements.

Should a variation of workload make changes necessary the Trades Manager will meet with the Skilled Trades Representative to work out other satisfactory arrangements.

14.22 Unless unobtainable from the Manufacturer/Supplier, service and training manuals must be made available, for the use of all Skilled Trades employees when required for the performance of their regular duties.

FOR THE COMPANY

FOR THE UNION

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**ISSUE 2**

**APPENDIX "C"**

**ARTICLE 15 - SKILLED TRADES  
BELLEVILLE (ONLY)**

- 15.1 In the event that the work force within the Skilled Trades is reduced in numbers the displaced Skilled Trades Workers shall exercise all of their Company seniority in the general production or non-production groups under the Agreement. Prior to bumping into the production or non production group a tradesperson will, if qualified, displace a junior tradesperson.
- 15.2 In addition to the trades listed in Appendix C, Article 14.1 of the Collective Agreement, the Company will continue to recognize the Skilled Trades classification of Technician Test Sets in the Belleville location.

FOR THE COMPANY

FOR THE UNION

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## **APPENDIX "C"**

### **ARTICLE 16 - SKILLED TRADES BRAMALEA (ONLY)**

- 16.1 Notwithstanding Appendix C, Article 14.1, the skilled trades journeymen/women shall be as listed below for the Brampton location.

#### **Group 1**

Toolmaker  
Toolroom Machine Operator  
Inspector Tool and Gauge  
Heat Treat

#### **Group 2**

Machine Repair  
Millwright  
Inspector Machines

#### **Group 3**

Electrician  
Instrument Repair

#### **Group 4**

Refrigeration & Air Conditioning Mechanic

#### **Group 5**

Electronic Technician

#### **Group 6**

Serviceman Commercial Tools

#### **Group 7**

Machinist Test Sets

#### **Group 8**

## **Trades Surplus Pool**

16.2 Surplus Trades Employee Movement

- (a) Within their Group: Seniority permitting, employees may move within their group as per the flow pattern or opposite to the flow pattern provided they are qualified.
- (b) Outside their Group: Employees may move outside their group provided they are qualified and have the seniority.
- (c) Should no qualified applicants apply to a posting, the vacancy will be filled by hiring a skilled trades employee qualified to fill the vacancy or by transferring the junior qualified employee from the Trades Surplus Pool to fill the vacancy.
- (d) Trades employees who become surplus and are unable to bump or be placed in the Trades Surplus Pool because of a lack of seniority or a lack of work, shall be offered the option of bumping into production jobs prior to being laid off, if such employee has Brampton seniority date prior to March 29, 1982.

Should the trades employee select layoff, his/her recall rights will apply only to a trades vacancy.

FOR THE COMPANY

FOR THE UNION

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DATED: \_\_\_\_\_

**APPENDIX "C"**

**ARTICLE 17 - SURPLUS AND FLUCTUATIONS  
LAY-OFF, RECALL, AND RETURN TO BARGAINING UNIT  
BELLEVILLE (ONLY)**

**SECTION A**

**LAY-OFF**

- 17.1 Employees who cannot be placed in accordance with local surplus procedures shall be laid off. Before regular employees are laid off, all probationary employees will be terminated provided the Company has the right to maintain an efficient staff.
- 17.2 In the event of a lay-off, the Zone Committeeperson shall have top seniority in the zone he/she represents. In addition, in the event of a lay-off, the Skilled Trades Representative shall have top seniority within the Skilled Trades population which he/she represents. Therefore, so long as other employees remain at work within his/her zone, a Zone Committeeperson or Skilled Trades representative shall not be laid off provided he/she is qualified and willing to do the job available. Both the Plant Chairperson and the Health and Safety Specialist/Certified Representative shall have top seniority in the plant on the same basis.
- 17.3 The Company will provide advance notice to employees, and to the Local Union, prior to a proposed lay-off. Such advance notice shall be provided as outlined below:

<u>C.S. as at effective date of layoff</u>	<u>Length of notice of layoff</u>
Less than 3 years	2 weeks
3 years but less than 4	3 weeks
4 years but less than 5	4 weeks
5 years but less than 6	5 weeks
6 years but less than 7	6 weeks
7 years but less than 8	7 weeks
8 years or more	8 weeks

or, notice of lay-off as provided in the appropriate government legislation, whichever is greater. Employees who are paid in lieu of notice will receive their regular weekly wages, with appropriate deductions, during the period of notice, until the effective date of lay-off.

## RECALL

- 17.4 Laid-off employees will be entitled to recall for the period of time shown under the Recall Rights Column of Article 10.1.2, Master Agreement in order of their seniority, provided:
- a) They are qualified to perform the work available;
  - b) They have kept the Company informed of any changes of address;
  - c) When called, they have not refused an opportunity of employment;

The Company agrees that it shall send a registered notice to the last recorded address with a copy to the Local Plant Chairperson.

A laid off employee shall be given an additional two (2) year period of hiring preference after the expiration date of their recall rights if he/she makes an application in writing to the company **and** presents himself/herself for employment. Copies of the applications will be provided to the Union. Failure to accept an offer of employment shall terminate this preference. The Company retains the right to make the final selection.

It is understood by the parties that this preference will only be exercised after preference under Letter 17 of the Master Agreement has been exhausted.

- 17.5 The only benefit accruing to employees on lay-off is the right to recall subject to the provisions of this Agreement unless benefits set forth in this Agreement are specifically designated as applying to laid-off employees as per Article 13.6, Master Agreement, Appendix C - Article 12, and, Appendix D - Pension/Benefits.

## EMPLOYEES RETURNING TO BARGAINING UNIT

- 17.6 A Surplus managerial employee who has formerly worked as an hourly rated employee will have the right to enter the bargaining unit provided a job vacancy exists for which he/she is qualified in which case the vacancy will not be posted.

- 17.7 **An** employee who is assigned to a job not included in the bargaining unit and subsequently returns shall have his/her previous seniority in the bargaining unit restored. Such employee shall return to an available vacancy at the same grade level or lower than he/she held prior to his/her transfer out of the bargaining unit, provided he/she is qualified to perform the available work and provided also, that no bargaining unit employee is downgraded.
- 17.8 A Belleville hourly/skilled trades employee who transfers to the salaried bargaining unit and is subsequently declared surplus within the three (3) years shall, having exhausted his/her salaried bumping rights, return to the hourly unit and bump the most junior employee whose job he/she is qualified to perform based on total seniority acquired in both units.

## **SECTION B**

### **SURPLUS**

- 17.9 Where it is necessary to decrease the number of employees assigned to an analysis number due to lack of work, employees having the least seniority will be selected for surplus from the analysis number, grade and department affected, provided the Company shall have the right to maintain an efficient staff.
- 17.10 Such surplus employees shall be transferred laterally, **if** they have the qualifications, to fill any existing vacancies. Such vacancies will be verified as existing either prior to or on the date on which the surplus declaration is made.
- 17.11 A surplus employee who cannot be placed according to Appendix C, clause 17.10 above shall be placed as follows:
- 1) By bumping a junior employee in the same grade assigned to a job the surplus employee is qualified to perform.
  - 2) By filling a vacancy in the next lower grade if the surplus employee is qualified.
  - 3) By bumping the most junior employee with less seniority in the next lower grade assigned to a job the surplus employee is qualified to perform.

Failing placement in accordance with Appendix C, clauses 17.11(2) and 17.11(3) the same procedure will be applied to subsequent lower grades in descending order.

17.12 With regards to out of seniority layoff, the Company agrees that the following procedure will apply only after all bumping provisions of this Article have been applied.

Prior to an employee with seniority being laid off, he/she will, if qualified, displace an employee with less seniority in a higher graded job. For the purpose of bumping up only, qualifications will be waived for Grade 24, Grade 25 and Grade 26 jobs, subject to the following:

- i) an employee bumping up to the Grade 25 level will not be permitted to post off the position to which he/she has bumped for a period of six (6) months after the date on which he/she bumped to that position.
  - ii) an employee bumping up to the Grade 26 level will not be permitted to post off the position to which he/she has bumped for a period of nine (9) months after the date on which he/she bumped to that position.
- 17.13 When a surplus has been declared at the Company's manpower meeting, the Company will, where practicable, move affected employees within six (6) working days of such meeting.

## **FLUCTUATIONS**

- 17.14
- 1) The Company agrees that when employees are moved due to fluctuations in work load the most junior employee qualified shall be moved, except where such fluctuations are for a period of three (3) working days or less. In such circumstances, employees may be moved out of line of seniority, provided that they are in agreement with being moved. Should a more senior employee in the analysis number express an interest and can be readily accommodated, they will be given the opportunity to move. If the accommodation is not convenient, then normal loaning rules will apply.
  - 2) It is agreed by the parties that should it be necessary to move employees as per Appendix C, Article 17.14(1) above, and such move would result in an upgrade, the senior qualified employee will be provided the first opportunity to move.
  - 3) An opportunity for temporary upgrades in a department may result from replacing an employee or other short term needs. In these situations, when an employee is temporarily reassigned to another analysis number at a higher grade (**and** performs any portion of the higher graded job) that employee will receive the rate of pay for that grade. Pay treatment will be as per Appendix

C, Article 10.4.

**COMPANY INITIATED PENSIONS**

17.15 In the event of a layoff, employees within each affected skill group will be offered the opportunity to retire early under Company initiated pension criteria, in accordance with the following:

- a) employees eligible to retire with a Company initiated Class B pension will be offered, in descending order of seniority, the first opportunity and if the number set out in b) below has not been exceeded employees eligible for a Class C pension will be offered, in the same way, the remaining opportunity, if any. Employees must advise the Company of their acceptance of the pension offer within eight (8) working days of receipt of said offer.
- b) the total number of those retiring under Appendix C, Article 17.15 a) shall not exceed 100% of the number of surplus employees within the skill group (as defined in Article 11.1, Master Agreement) within which a surplus has been declared.
- c) where the number of employees within an affected skill group who accept the above early retirement opportunities is less than the maximum set out in Appendix C, Article 17.15 b), the difference will be added to the maximum of any of the other affected skill groups, so long as the addition does not cause the total number of retirements for that group to exceed the number of layoff notices in that group.
- d) pension dates shall be no later than the end of the notice period. Notwithstanding the above, employees may utilize unused vacation credits, as determined by the Company, to reach a pension date provided that the first day of vacation is no later than the first working day after the end of the notice period. The employee's pension date shall be the date, as determined by the Company, that he/she becomes eligible to proceed to pension. It is understood that during the utilization of unused vacation credits, employees will not have access to the Sickness and Accident plan, nor accrue service for vacation purposes.
- e) where an employee who has been given notice of lay-off and is also eligible to retire with a Company initiated class B or C pension within such notice period, he/she shall be offered the opportunity to retire regardless of whether the maximum set out in Appendix C, Article 17.15 b) for his/her skill group has been exceeded.



FOR THE COMPANY

FOR THE UNION

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ISSUE 2

## APPENDIX "C"

### ARTICLE 18 - LACK OF WORK, LAY-OFF AND RECALL BRAMALEA (ONLY)

18.1 When a shortage of work necessitates a lay-off or a decrease in the number of employees assigned to an analysis number for a period of more than four **(4)** weeks (when less than four **(4)** weeks, surplus employees will be deployed without affecting their rate) employees shall be displaced in the following manner:

- (a) Probationary employees will be terminated before any other employees are laid off provided the remaining employees are capable of performing the work done by the probationary employee.
- (b) A surplus employee shall be notified that he/she is being returned to his/her former job if held by a more junior employee. He/she shall have the right to bump a junior employee at the same grade from which he/she was displaced or next lower grade(s) in order, provided he/she is capable of meeting the normal job requirements within a period of twenty-five (25) working days.

Such employee shall be given the normal instructions for such job during the period of twenty-five (25) working days. An employee whose experience indicates that he/she cannot meet the above requirements shall be returned to his/her former job. If his/her former job no longer exists or is held by an employee with greater Local Seniority (L.S.), he/she will be given a comparable job. Comparable job means a job at the same grade level as his/her former job and in a related type of work. If surplus junior employees cannot be placed on jobs as provided for under this Article they shall be laid off. In the case where two or more employees have the same Local Seniority (L.S.), the employee(s) with the highest number will be moved first.

- (c) Employees being laid off will be laid off in order of Local Seniority (L.S.). In the case of two or more employees having the same Local Seniority (L.S.), layoff will occur based on employee number. The employee with the highest employee number will be laid off first and subsequent employees will be laid off in descending order of employee number. When **an** employee who is about to be laid off, has greater seniority (L.S.) than an employee at a higher grade, then the senior employee will be allowed to bump the junior employee provided he/she meets the conditions outlined in Appendix C, Article 18.1 (b).
- (d) If a lack of work develops on a job where there is an employee on a temporary posting, the temporary employee will be returned to his/her

previous job irrespective of Local Seniority (L.S.).

When the permanent employee returns, efforts will be made to have the employee return to the same or similar position within the same department as that held prior, if the temporary posting no longer exists.

The permanent employee, upon return will, if necessary, displace the most junior on that analysis number, provided he/she has sufficient Local Seniority (L.S.). Lacking such seniority, the returning employee shall have bumping rights as per paragraph Appendix C, Article 18.1 (b).

### 18.2 Notice re Surplus

When a shortage of work necessitates a transfer from one analysis number to another, the Company will give employees affected a minimum of five (5) working days notice. Prior to such notice to employees, the Company will give the Plant Chairperson a list of employees affected.

### 18.3 Notice of Lay-off

The Company will provide advance notice to employees, and to the Local Union, prior to a proposed lay-off. Such advance notice shall be provided as outlined below:

<u>C.S. as at effective date of layoff</u>	<u>Length of notice of layoff</u>
Less than 3 years	2 weeks
3 years but less than 4	3 weeks
4 years but less than 5	4 weeks
5 years but less than 6	5 weeks
6 years but less than 7	6 weeks
7 years but less than 8	7 weeks
8 years or more	8 weeks

or, notice of lay-off as provided in the appropriate government legislation, whichever is greater. Employees who are paid in lieu of notice will receive their regular weekly wages, with appropriate deductions, during the period of notice, until the effective date of lay-off.

#### 18.4 Preferred Local Seniority (L.S.)

In the event of a layoff, the Zone Committeeperson shall have top Local Seniority (L.S.) in the zone he/she represents. The skilled trades representative shall have top Local Seniority (L.S.) in skilled trades. Therefore, so long as other employees remain at work within his/her zone, a Zone Committeeperson (or skilled trades representative) shall not be laid off provided he/she is qualified and willing to do the job available. The Plant Chairperson, President, Vice-president, Financial Secretary, Recording Secretary, Certified Union Representative and Benefit Plans Representative shall have top Local Seniority (L.S.) in the plant on the same basis.

#### 18.5 Recall from Lay-off

- (a) The Company will recall laid off employees in order of their Local Seniority (L.S.) at the time of lay-off provided such employees have Recall Rights as per Article 10, Master Agreement, and are able to meet the normal job requirements of the available job vacancies within a familiarization period of twenty-five **(25)** working days provided they have kept the Company informed of any change of address. The Company agrees that it shall send a registered notice to the last recorded address, with a copy to the Plant Chairperson.
- (b) A laid off employee shall be given an additional two **(2)** year period of hiring preference after expiry of Recall Rights if he/she makes application in writing to the Company and presents himself/herself for employment. Failure to accept an offer of employment shall terminate this preference. The Company retains the right to make the final selection.

It is understood by the parties that this preference will only be exercised after preference under Letter 17 of the Master Agreement has been exhausted.

In the event that the Company is hiring on a permanent basis, it will provide the Union with a list of employees with hiring preference.

#### 18.6 Bridging of Local Seniority (L.S.)

Local Seniority (L.S.) shall be bridged under the following circumstances:

- (a) An employee who leaves the bargaining unit and subsequently returns shall

have his/her previous Local Seniority (L.S.) restored. After three (3) years in the bargaining unit the Local Seniority (L.S.) of employees so affected will be adjusted on the basis of full Continuous Service (C.S.). Such transfers will be limited to a maximum of five (5) in any twelve (12) month period.

- (b) Employees transferred with their jobs into the bargaining unit from other locations will hold Local Seniority (L.S.) on the transferred-in functions based on total past Continuous Service (C.S.), but will only hold Local Seniority (L.S.) accumulated subsequent to transfer, for other purposes outside the transferred-in function. After three (3) years in the bargaining unit the Local Seniority (L.S.) of employees so affected will be adjusted on the basis of full Continuous Service (C.S.). Such transfers will be limited to a maximum of five (5) in any twelve (12) month period.

#### 18.7 Company Initiated Pensions

In the event of a layoff, employees within each affected skill group will be offered the opportunity to retire early under Company initiated pension criteria, in accordance with the following:

- a) employees eligible to retire with a Company initiated Class B pension will be offered, in descending order of seniority, the first opportunity and if the number set out in b) below has not been exceeded employees eligible for a Class C pension will be offered, in the same way, the remaining opportunity, if any. Employees must advise the Company of their acceptance of the pension offer within eight (8) working days of receipt of said offer.
- b) the total number of those retiring under Appendix C, Article 18.7 a) shall not exceed 100% of the number of surplus employees within the skill group (as defined in Article 11.1, Master Agreement) within which a surplus has been declared.
- c) where the number of employees within an affected skill group who accept the above early retirement opportunities is less than the maximum set out in Appendix C, Article 18.7 b), the difference will be added to the maximum of any of the other affected skill groups, so long as the addition does not cause the total number of retirements for that group to exceed the number of layoff notices in that group.
- d) pension dates shall be no later than the end of the notice period. Notwithstanding the above, employees may utilize unused vacation credits, as determined by the Company, to reach a pension date provided that the first day of vacation is no later than the first working day after the end of the notice period. The employee's pension date shall be the date, as determined by the

Company, that he/she becomes eligible to proceed to pension. It is understood that during the utilization of unused vacation credits, employees will not have access to the Sickness and Accident plan, nor accrue service for vacation purposes.

- e) where **an** employee who has been given notice of layoff and is also eligible to retire with a Company initiated class B or C pension within such notice period, he/she shall be offered the opportunity to retire regardless of whether the maximum set out in Appendix C, Article 18.7 b) for his/her skill group has been exceeded.

FOR THE COMPANY

FOR THE UNION

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ISSUE 2

## APPENDIX "C"

### ARTICLE 19 - JOB POSTING BRAMALEA (ONLY)

All references to seniority in this Article are to Local Seniority (L.S.).

#### 19.1 Jobs not posted:

- (a) Re-evaluated jobs up or down
- (b) Temporary vacancies of less than three (3) weeks' duration.

#### 19.2 Posted Vacancies

All job vacancies except those listed in paragraph 19.1 and Appendix C, Article 14 shall be posted on the Company Notice Boards, with a copy to the Union, for a period of three (3) working days. An employee wishing to apply for such jobs may do so in writing on the prescribed form. The vacancy shall be filled on the basis of Local Seniority (L.S.) from among those who apply except where the senior applicant does not have the required skills and experience to do the job in the normal familiarization and training period for such job. In choosing between qualified applicants with the same Local Seniority (L.S.), the employee with the lowest employee number will be selected. Where the Company claims there are no qualified applicant(s) the most senior applicant(s) will be given the job with training. The Company reserves the right to limit the number of unqualified applicant(s) selected in any 30 day period to a maximum of 5% (with a minimum of one (1) person) of any one (1) department.

Unqualified applicant(s) will not be selected to fill vacancies for data entry/shop clerks, calibration lab, test set maintenance and technical testers, any new job which requires special academic qualifications or jobs moved in from another Company location. An employee cannot post for a vacancy which the employee has created.

An employee who fills a posted vacancy and fails to meet the job requirements shall return to his/her previous job provided he/she has Local Seniority (L.S.) over the present incumbent. Where no previous jobs are available because of lack of Local Seniority (L.S.) he/she will be placed on any vacant Grade 3 job or may bump the most junior Grade 3 employee. Where no Grade 3 jobs exist, he/she will be placed on any vacant Grade 4 job or may bump the most junior Grade 4 employee.

The name of the successful applicant(s) and his/her Local Seniority (L.S.) shall be

posted within five (5) working days of the closing date of the posting (with the exception of jobs requiring technical tests), for a period of three (3) working days. At the time selections are made the names of the successful applicant(s) will be provided to the Union.

Senior employees who have applied and are by-passed shall have the right to grieve. When a complaint arises over the selection, the Human Resources Dept. or delegate will provide the plant Chairperson, or Committeeperson with a list of all applicants for that posting, with reasons for acceptance or non-acceptance.

Employees who are on notice of layoff will not be selected to fill posted vacancies when there are more senior employees on layoff who have the necessary qualifications for the posted vacancy.

An employee who has failed to meet the required progress in skill training, will be allowed to re-enter skill training on the same job if

- (a) they are able to provide proof of acquiring additional job related skills and/or academic upgrading.
- (b) or a period of six (6) months has elapsed since the last failure on the skills training program.
- (c) where progress in skill training exceeded the mid-way point of the normal training period **an** employee will be allowed to re-enter skill training once again on the same job if a period of three (3) months has elapsed since the last failure on the skills training program.

Where employees apply for more than one (1) posted vacancy and such postings are removed from the posting board the same week, the following will apply:

Where jobs are of different grades or where jobs are of the same grade, the applicant(s) will be given the choice of the jobs for which they are qualified.

### 19.3 Vacancies filled on the basis of Local Seniority (L.S.)

The following types of vacancies shall be filled strictly on the basis of Local Seniority (L.S.) from among those who apply:

- (a) All jobs designated "Trainee" jobs
- (b) All jobs up to and including the Grade 5 level (except for those jobs which require special academic qualification).

(A job associated with a trainee job will be posted indicating that the successful



applicant will be paid at the trainee job rate for the duration of the designated training period).

It is agreed that no existing jobs will be converted to trainee jobs during the life of this Agreement unless by mutual agreement.

#### 19.4 Posting - Lateral and Down

Laterals and downgrades are allowed under the conditions set out below, provided an employee applies for the posted vacancy. Such vacancies shall be filled in the regular manner as set out in paragraph 19.2.

- (a) Employees are entitled to one (1) lateral and one (1) downgrade to a different job in each nine (9) month period. The nine (9) month period starts on the date the employee makes the first such move.

Employees may apply for a lateral transfer to a posting for a vacancy on their same job, that is, the same analysis number, in a different department, provided such employees have been assigned continuously to the job in their current department for a period of nine (9) months.

An employee moved to a different department on their same job, that is, the same analysis number, as a result of surplus shall have the aggregate time considered when calculating this period of nine (9) months.

- (b) An employee moved as a result of surplus or bumping, will have the opportunity to post for one (1) lateral or downgrade for a period of twelve (12) months following the date of such move.
- (c) **An** employee may request to be assigned to another function on the same job, that is, the same analysis number, within the department, by indicating to their manager in writing.

Consideration shall be given to the seniority of the employee, the employee's reason for the request, and the ability to ensure customer needs.

Such requests will not be unreasonably denied.

#### 19.5 Preferred Local Seniority (L.S.)

In the filling of vacancies for trainers, applicants who have had previous experience on such jobs will be selected without regard to Local Seniority (L.S.).

## 19.6 Filling of Temporary Vacancies

All temporary job vacancies which the Company believes will last for less than three (3) weeks will not be posted. The Company will notify the Union verbally to be confirmed in writing on temporary transfers lasting longer than one (1) week, but not greater than three (3) weeks. Time spent by employees in filling such temporary vacancies will not be credited if and when the vacancy is subsequently posted on a permanent basis.

Temporary vacancies which the Company believes will last more than three (3) weeks and requires staffing will be posted. The posting shall state the vacancy is temporary and the reasons for such vacancies (e.g. sickness, medical restrictions, accident, leaves of absence, etc.).

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

The temporary designation shall only apply to the original job vacancy and the job from which the replacement came. An employee filling a temporary vacancy shall not be restricted from applying for a lateral transfer to a permanent job. An employee who laterals or downgrades to a temporary vacancy will not be considered to have used any of his/her rights to lateral or downgrade to a permanent vacancy as set out in paragraph 19.4.

Temporary vacancies shall not last in excess of one (1) year. When this does occur, it shall be posted on a "permanent" basis.

19.7 During the posting procedure Management will fill vacancies at its discretion limited to a maximum of seven (7) working days.

## 19.8 Tests

It is the policy of the Company to keep tests to a minimum. The only jobs where tests will be given are the following:

- Data Entry/Shop Clerk (typing test)
- Calibration Lab
- Technical Tester
- Test Set Maintenance

If the Company wishes to introduce a test for a job, other than those listed above, the Company will discuss the matter with the Union before introducing such test. In cases where applicants fail technical tests, upon request they will be advised of areas of technical weakness.

If there is any complaint following the taking of any test, the test and results shall be shown to, and discussed with the Union and the employee.

In those cases where the employee is within 10% of the passing mark, an anonymous re-mark of the test will be arranged.

In the case of the Technical Tests, applicant(s) will only be allowed to write the test for the same job (analysis number), three (3) times in six (6) consecutive months. In the event such applicant presents proof that significant progress has been made in upgrading technical knowledge, then an additional attempt will be allowed. Subsequent attempts will be permitted when additional proof is submitted of further significant progress in upgrading technical knowledge. Employees who have failed to meet the required progress in skills training for a tester job (analysis number) on three successive occasions, will only be selected for any subsequent posted vacancy when they write and pass the test associated with the job being applied for.

On request to the Skills Training department, an employee may obtain a current list **of** suitable texts that will cover the content **of** the tests described above. Copies of the texts will be available.

FOR THE COMPANY

FOR **THE** UNION

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DATED: \_\_\_\_\_

**APPENDIX "C"**

**ARTICLE 20 - VACATIONS  
BRAMALEA (ONLY)**

- 20.1 The two (2) weeks immediately prior to the August Civic Holiday shall be the standard vacation period during which the plant will be shut down insofar as possible, but where practicable the Company will provide work for those employees who are not eligible for vacation under the plan in Appendix C, Article 12.
- 20.2 Vacations will be scheduled annually by the Company and shall be completed by May 31 of the following year. It is not permissible to postpone the vacation period or any part thereof beyond May 31 of the year following the calendar year for which the vacation was given, except where the employee is unable to complete vacation by May 31 of the following year because of absence. In such cases, the employee will be paid vacation pay in lieu of vacation.
- 20.3 Advance notice will be provided to the local Union at the earliest possible date of any vacation shutdown beyond the standard vacation period.
- 20.4 Employees will be allowed to take random vacation days, such days will be restricted to the vacation entitlement in excess of the standard vacation shutdown.

If the employee works during all or part of the vacation shutdown, random vacation days will be restricted to this vacation entitlement in excess of two (2) weeks.

Of the random vacation days allowable, a maximum of ten (10) days may be taken in one-half day (four hour) periods.

Where possible, employees must provide twenty-four (24) hours notice of their request for random vacation days, unless emergency situations arise. Such requests will not be unreasonably denied.

FOR THE COMPANY

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**APPENDIX "C"**

**ARTICLE 21 - MEDICAL RESTRICTIONS  
BRAMALEA (ONLY)**

21.1 Medical Restrictions

In the event that an employee is placed on a medical restriction by the Company Medical Officer, the Company will endeavor to accommodate the employee on his/her job within his/her department. In the event that the employee cannot be so accommodated, he/she will be assigned to a vacant former job compatible with his/her restrictions at the highest possible grade level, otherwise the employee will be accommodated elsewhere in the bargaining unit if possible.

The employee will be paid the assigned rate at the start of the payroll period following completion of one year from the date of assignment.

21.2 The employee may post to job vacancies which are compatible with his/her medical restrictions.

21.3 In the event a Skilled Trades employee is placed by the Company Medical Officer on a medical restriction, the Company will endeavor to maintain the employee within Skilled Trades.

21.4 The Union will be advised in writing monthly of moves necessitated due to medical restrictions. Where a problem arises in placing an employee due to a medical restriction, the Company agrees to discuss the problem with the Union.

If the medical restriction terminates within one year, the employee will return to his/her own job as per Appendix "C", Article 19.6.

FOR THE COMPANY

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**APPENDIX "C"**

**ARTICLE 22 - HOURS OF WORK  
BRAMALEA (ONLY)**

22.1 The regular hours of work for day, afternoon and night shifts will be eight **(8)** hours per shift for five **(5)** days with a total of forty (40) hours for the week. This is not to be construed as a guarantee to provide work for any period whatever.

22.2 The regular hours of work shall be as follows:

Regular Shifts

7:00 a.m. to 3:30 p.m.

7:30 a.m. to 4:00 p.m.

Multiple Shifts

1st Shift - 7:00 a.m. to 3:30 p.m.

2nd Shift - 3:30 p.m. to 12:00 Midnight

3rd Shift - 11:00 p.m. to 7:00 a.m.

Continuous Shifts

1st Shift - 8:00 a.m. to 4:00 p.m.

2nd Shift - 4:00 p.m. to 12:00 Midnight

3rd Shift - 12:00 Midnight to 8:00 a.m.

The above schedule of working hours shall be maintained until notice of change is given by the Company. Prior to such notice the intended revisions will be discussed with the Union.

22.3 All employees shall have one half hour as a lunch period during their regular shift. Employees on continuous shift commencing at 12:00 Midnight **and** finishing at 8:00 a.m. and employees on multiple shifts commencing at 11:00 p.m. **and** finishing at 7:00 a.m. shall be paid for the half hour lunch period.

22.4 The Payroll week commences at 11:00 p.m. on Sunday and terminates at 11:00 p.m. on the following Sunday. A shift commencing at 11:00 p.m. shall be

FOR THE COMPANY

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considered a shift of the day following Midnight.

FOR THE COMPANY

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## APPENDIX "C"

### ARTICLE 23 – OVERTIME BRAMALEA (ONLY)

- 23.1 The number of straight time hours in any one shift shall not exceed eight (8) hours. The number of straight time hours in any one week shall not exceed forty (40).
- 23.2 Overtime shall be paid for all hours worked in excess of eight (8) hours during the 24 hour interval of time from the beginning of an employee's scheduled shift, except when an employee is required to report for work prior to the commencement of his/her regular shift. In such cases the employee will be paid overtime for the time worked prior to the start of his/her regular shift and he/she will be given the opportunity of also working his/her regular shift.
- 23.3 Employees shall be paid for overtime:
- (a) One and One half (1 1/2) times their hourly rate for hours worked in excess of eight (8) hours, but not in excess of twelve (12) hours on any one shift.
  - (b) Twice their hourly rate for hours worked in excess of twelve (12) hours on any one shift.
- 23.4 Employees shall be paid twice their hourly rate for all hours worked on Sunday.
- Employees working third shift will be paid straight time for the hour between 11:00 p.m. and 12:00 midnight Sunday.
- R 23.5 Employees shall receive regular holiday pay in addition to double time for all hours worked on Company Holidays.
- 23.6 Employees shall be paid overtime for all time worked on a Saturday on any shift commencing on Saturday on the basis of time and one half for the first eight (8) hours and twice their hourly rate for hours worked in excess of eight (8) hours.
- 23.7 It is recognized by the Union that the needs of the business require shift and overtime work.

Overtime shall be voluntary except under the following conditions:

- (a) A case or cases of emergency



- (b) When employees have been given twenty-four (24) hours' notice or more that overtime is required, such employees may request to be excused from working overtime provided they have a legitimate reason for being excused. Such legitimate reason shall not be unreasonably denied.

23.8 Every effort will be made to avoid the necessity for working employees on holidays. When it is considered necessary to schedule holiday work, the Union will be notified as soon as possible.

23.9 Equalization of Overtime Opportunity

The opportunity for overtime work in a department shall be offered to and equalized among employees normally engaged on the work insofar as possible. Abnormal conditions which have to be considered in the recording of the opportunities offered and their effect on the equalization are listed below, together with the manner in which they will be treated.

- (a) In the event that insufficient employees are obtained for overtime on a particular job, the Company will fill its requirement by offering overtime to employees outside the job who are capable of performing the work. Employees will be loaned on this basis in accordance with overtime equalization within the lending department. Overtime hours worked by such employees shall be recorded in the employees home department for the purpose of overtime equalization.
- (b) When an employee is on loan or a temporary transfer for three (3) weeks or less to another department his/her opportunity to work overtime shall be offered to him/her by his/her own department. Equalization will thus be maintained with employees in home department.
- (c) When an employee is not at work (sick, absent with permission, etc.) equalization opportunities will be maintained and charged as though the employee was present.
- (d) Employee permanently transferred or on a temporary posting to another job. Upon entry into a new job the employee will be charged with the average overtime of those employees already assigned to the job to which he/she has been assigned. His/her opportunity for overtime will be based on this average.
- (e) Less than 24 hours notice. Only hours worked shall be charged.
- (f) Equalization of opportunity for overtime shall be based on hours paid or hours that would have been paid had the employee worked the overtime

requested.

- (g) In the allocation of overtime, should the Company by-pass an employee, arrangements will be made by the Company either to offer the equivalent amount of overtime within a period of one (1) month from the date of complaint or grievance, or pay him/her for same.
- (h) When an employee has been selected to a posting, his/her equalization of overtime opportunity shall be maintained until the employee is released to his/her new job.

R 23.10 Overtime records will be posted in each department **and** will be brought up to date weekly in a consistent manner throughout the facility.

In the case of a complaint or grievance, the committee person may have copies of such records as are available in respect of overtime hours.

23.11 When jobs (or departments) are combined, affected employees will have their overtime opportunity hours zeroed immediately.

**FOR THE COMPANY**

**FOR THE UNION**

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## APPENDIX "C"

### ARTICLE 24 - HOURS OF WORK BELLEVILLE (ONLY)

- 24.1 The regular hours of work for day, afternoon and night shifts will be eight (8) hours per shift for five (5) days Monday to Friday with a total of forty (40) hours for the week. This is not to be construed as a guarantee to provide work for any hour, day or week.

The regular hours of work shall be as follows:

#### Regular Shifts

7:00 a.m. to 3:30 p.m.

#### Multiple Shifts

1st Shift - 7:00 a.m. to 3:30 p.m.

2nd Shift - 3:30 p.m. to 12:00 midnight

3rd Shift - 11:00 p.m. to 7:00 a.m.

#### Continuous Shifts

1st Shift - 7:00 a.m. to 3:00 p.m.

2nd Shift - 3:00 p.m. to 11:00 p.m.

3rd Shift - 11:00 p.m. to 7:00 a.m.

The Company reserves the right to change from time to time the starting and stopping time; it is, however, agreed to consult with the Union before putting any such time change into effect.

- 24.2 Where the Company establishes continuous shifts, employees shall be paid for eight (8) hours, providing the machines are not shut down for the purpose of taking a lunch break. A relief person will be provided for a period of twenty (20) minutes to enable employees to eat.
- 24.3 The Payroll Week commences at 11:00 p.m. on Sunday and terminates at 11:00 p.m. on the following Sunday.
- R 24.4 For employees on the third shift, a Company Holiday will be the shift commencing on the day prior to the date of the Company Holiday.

24.5 In special circumstances, when the workload requires that equipment be operated on an overtime basis for an extended period of time, the Company may be required to alter its regular work week to meet peak requirements and overcome production bottlenecks. In such circumstances, the Company will restrict the change to a limited number of employees with overtime rates being paid as per Appendix "C", Article 25.

FOR THE COMPANY

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## ISSUE 2

## APPENDIX "C"

### ARTICLE 25 – OVERTIME BELLEVILLE (ONLY)

- 25.1 The number of straight time hours in any one shift shall not exceed eight (8) hours.
- 25.2 Overtime shall be paid for all hours worked in excess of eight (8) hours during the 24 hour interval of time from the beginning of an employee's scheduled shift.
- 25.3 Employees shall be paid for overtime:
- a) One and one-half times their hourly rate for hours worked in excess of eight (8) but not in excess of twelve (12) hours on any one shift.
  - b) Twice their hourly rate for hours worked in excess of twelve (12) hours on any one shift.
- 25.4 Employees shall be paid twice their hourly rate for all hours worked on Sunday, except for the period from 11:00 p.m. to midnight for employees on the third shift, which shall be paid at straight time.
- R 25.5 Employees shall receive regular Holiday pay in addition to double time for all hours worked on a Company Holiday.
- 25.6 Employees shall be paid time and one-half for hours up to eight (8), and double time for hours in excess of eight (8), worked on Saturday, except for the period from 11:00 p.m. to midnight for employees on the third shift, which shall be paid at double time.
- 25.7 Employees on the third shift shall be paid time and one-half for the period from 11:00 p.m. to midnight Friday.
- 25.8 When an employee is scheduled to work overtime prior to the beginning of his/her regularly scheduled shift he/she shall be paid at the appropriate overtime rate for such hours.
- 25.9 Except in the case of emergency, employees may request to be excused from working overtime providing such employees have a legitimate reason for being excused. Such legitimate reason shall not be unreasonably denied and the Company agrees that except in cases of emergency, twenty-four (24) hours advance notice shall be given to employees who are required to work overtime.

When possible the Company will schedule overtime on a voluntary basis. Overtime in excess of eight (8) hours per week is voluntary. Saturday overtime in any one week is voluntary for any employee who has already worked six (6) hours or more overtime in that week; this is not to be construed as circumventing the employee's right to request consideration to be excused from working overtime.

- R 25.10 Every effort will be made to avoid the necessity for working employees on Company Holidays. When it is considered necessary to schedule Company Holiday work, the Union will be notified as soon as possible.

25.11 Equalization of Overtime Opportunity

The opportunity for overtime work in a department shall be offered to and equalized among employees normally engaged on the work insofar as possible. Abnormal conditions which have to be considered in the recording of the opportunities offered and their effect on the equalization are listed below, together with the manner in which they will be treated.

- a) In the event that insufficient employees are obtained for overtime on a particular job, the Company will fill its requirement by offering overtime to employees outside the job who are capable of performing the work. Overtime hours worked by such employees shall be recorded for the purpose of overtime equalization.
- b) When an employee is on loan for less than one (1) month to another department his/her opportunity to work overtime shall be offered to him/her by his/her own department. Equalization will thus be maintained with employees in home department.
- c) When an employee is not at work (sick, absent with permission, etc.) equalization opportunities will be maintained and charged as though the employee was present.
- d) Employee permanently transferred or on a temporary posting to another job. Upon entry into a new job the employee will be charged with the average overtime of those employees already assigned to the job to which he/she has been assigned. His/her opportunity for overtime will be based on this average.
- e) Less than 24 hours notice. Only hours worked shall be charged.
- f) Equalization of opportunity for overtime shall be based on hours paid or hours for which the opportunity to work were offered.

- g) In the allocation of overtime, should the Company by-pass an employee, arrangements will be made by the Company either to offer the equivalent amount of overtime within a period of three (3) months from the date of complaint or grievance, or pay him/her for same.

25.12 In the case of a grievance, the Committee person will have access to such records as are available in respect to overtime hours.

25.13 Overtime records will be posted in each department and will be brought up to date at the beginning of each week.

Once a month, the overtime records will include hours worked by employees in an analysis number other than their own.

On a weekly basis Managers will write the names and overtime hours worked of employees borrowed to work overtime from outside the department, on the posted overtime lists.

FOR THE COMPANY

FOR THE UNION



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**DATED:** \_\_\_\_\_

ISSUE 2

**APPENDIX "C"**

**ARTICLE 26 - MEDICAL RESTRICTIONS  
BELLEVILLE (ONLY)**

- 26.1 Should **an** employee become medically unfit and unable to perform the job to which he/she is assigned, both the Union and the Company will co-operate in endeavoring to place such **an** employee on a job he/she is capable of performing.
- 26.2 Medically restricted employees will receive written notification of such restrictions.
- 26.3 The Union will be furnished with copies of all medical restrictions, for use in the placement of employees holding permanent medical restrictions.

FOR THE COMPANY

FOR THE UNION

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DATED: \_\_\_\_\_

**APPENDIX "C"**

**LETTER #1**

**RE: RATE PROTECTION**

An employee receiving rate protection will receive, in addition to that protection, the wage improvement expressed in the Contract Settlement based on his/her former corresponding rate for that grade.

**FOR THE COMPANY**

**FOR THE UNION**

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**APPENDIX "C"**

**LETTER #2**

**RE: APPENDIX C, ARTICLE 14.13**

R It is the intent of Nortel Networks to perform production maintenance work with its own employees, provided it has the manpower, skills, equipment and facilities to do so and can do the work competitively in quality, cost and performance and within the projected time limits. At times the Company may not deem it advisable doing the work itself, and it must, as in the past, reserve to itself the right to decide whether it will do any particular work or let the work to outside contractors. This letter is not to be regarded as impairing that right in any way, but rather to clarify Appendix C, Article 14.13.

The discussion alluded to in Appendix C, Article 14.13 will entail the nature, scope and approximate dates of the work to be performed and the reason or reasons why management is contemplating contracting out the work.

Where time and circumstances permit, local management will hold these discussions prior to letting out the contract.

In no event shall any trades employee who customarily performs the work in question be laid off as a direct and immediate result of work being performed by any outside contractor on the plant premises.

FOR THE COMPANY

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DATED: \_\_\_\_\_

**APPENDIX "C"**

**LETTER #3**

**BELLEVILLE (ONLY)**

1. This is to confirm that our existing practice regarding the working of overtime will continue. The practice referred to is that employees will be required to work overtime on a non-voluntary basis within a given analysis number only after all employees currently performing the job or other qualified employees, on that same shift, have refused to do the work required on a voluntary basis.
2. When there is scheduled overtime on the weekend, the Company will accept, wherever practicable, commitment to work overtime for periods of less than 8 hours providing such commitments are not less than 4 hours.

FOR THE COMPANY

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**APPENDIX "C"**

**LETTER #4**

**BELLEVILLE (ONLY)**

It is the intent of the Company to train and utilize employees on all aspects of their jobs as outlined in their job descriptions. Frequency of rotation on various job functions will remain at the manager's discretion, however, employees who wish to rotate will not be unreasonably denied.

FOR THE COMPANY

FOR THE UNION

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DATED: \_\_\_\_\_

**APPENDIX "C"**

**LETTER #5**

**BELLEVILLE (ONLY)**

Employees will be provided one (1) pair of static conductive safety shoes free of charge, once per calendar year. Such shoes must be acquired at the corporate approved supplier within the Belleville location.

The Company will maintain a list of approved suppliers and styles.

**FOR THE COMPANY**

**FOR THE UNION**

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DATED: \_\_\_\_\_

**APPENDIX "C"**

**LETTER # 6**

**BELLEVILLE (ONLY)**

**An** absence caused by a severe winter storm will be recorded but not scored for the purpose of review on Availability for Work. Past pay practice concerning lates will apply.

FOR THE COMPANY

FOR THE UNION

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**APPENDIX "C"**

**LETTER #7**

**ADMINISTRATION OF RANDOM DAYS OF VACATION  
BELLEVILLE (ONLY)**

All vacation entitlement in excess of two (2) weeks may be taken in full random days after January 1 of each year except as limited below:

1. Up to a maximum of ten (10) days vacation may be taken in random half days.
2. Wherever practicable, employees will be granted their random vacation requests.
3. A random half day vacation will encompass four (4) hours and must abut the start or finish of the shift in which the half random day is being taken.
4. In special circumstances employees may request in advance blocks of random days. A block can consist of 3 but less than 10 full days in a 2 week period. Such requests will not be unreasonably denied.

**FOR THE COMPANY**

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**APPENDIX "C"**

**LETTER #8**

**BELLEVILLE (ONLY)**

The Company will continue the practice of providing five (5) sets of work clothing to all new tradespersons, and employees who post permanently to non-trades Bargaining Unit positions within the Maintenance Department. All active tradespersons and those currently working in the non-trades positions noted will continue to be provided with work clothing on a replacement basis, when approved by the appropriate trades group Manager.

FOR THE COMPANY

FOR THE UNION

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DATED: \_\_\_\_\_

**APPENDIX "C"**

**LETTER #9**

**BELLEVILLE (ONLY)**

During the course of Negotiations, the subject of Ergonomics in the Workplace was discussed, with particular emphasis being placed on existing ergonomics problems and potential solutions to those problems.

The Company and the Union acknowledge that they will continue to support the Ergonomics Committee, and the complementary efforts of the Local Health and Safety Committee, and will continue to work together, along with other interested and affected parties, to apply the necessary resources to rectify ergonomics problems at their source.

FOR THE COMPANY

FOR THE UNION

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DATED: \_\_\_\_\_

**APPENDIX "C"**

**LETTER # 10**

**RE: INACTIVE SKILLED TRADES  
BRAMALEA (ONLY)**

This letter will confirm that the trade of toolroom welder is inactive and has been removed from Appendix "C".

Should this skilled trade be subsequently required, it will be re-instituted as a skilled trades classification as before.

It is further agreed that should a Toolroom Electrical Discharge Machine be re-installed and training be required, that such training will be offered to fully qualified tool makers in order of seniority, with the most senior having the first opportunity.

FOR THE COMPANY

FOR THE UNION

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DATED: \_\_\_\_\_

**APPENDIX "C"**

**LETTER # 11**

**RE:GRIEVANCES  
BRAMALEA (ONLY)**

Employees will have the **right** to grieve on classifications and claims of discriminatory transfers between departments.

FOR THE COMPANY

FOR THE UNION

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DATED: \_\_\_\_\_

**APPENDIX "C"**

**LETTER #12**

**CONDITIONS GOVERNING THIRD SHIFT  
BRAMALEA (ONLY)**

The parties agree that the following conditions shall govern the operation of the Third Shift:

- (a) Present operations involving employees working steady third shift on a voluntary basis shall be as follows:

The Third Shift to be staffed by volunteers where possible, and such voluntary assignments shall be for a maximum of twelve (12) months. Request for renewal will be given full consideration. The first and second shifts shall rotate on a weekly basis.

Where there are insufficient volunteers to staff a job on the steady third shift, all three shifts shall rotate on a weekly basis.

When there are several employees on a given job on each shift, rotation of all three shifts shall be limited to the positions on the job on the third shift where no employee volunteers. The remaining shift work shall be divided as equitably as possible among those not volunteering for the steady third shift.

- (b) Initial establishment of third shift on any job.

When instituting a third shift on a specific job, employees presently working on that job on first and second shifts will be given the opportunity to indicate in writing whether or not they wish to transfer to the steady third shift on their job. Assignment to steady third shift will be for a maximum of twelve (12) months and request for renewal will be given full consideration. Those who indicate their willingness to work the steady third shift will be selected in order of seniority. Should insufficient employees volunteer to work steady third shift, the remaining employees will be placed on three shifts rotating weekly.

- (c) Transfers from steady Third Shift to First and Second Shifts.

FOR THE COMPANY

FOR THE UNION

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DATED: \_\_\_\_\_

Third shift volunteers shall be permitted to revert to the other shifts. This will normally take place on Monday, provided notice of desire to change shift is given by end of shift the previous Monday. Voluntary replacements from among those working on the job on the other shifts shall be sought. Should no replacement volunteer for the steady third shift, the three shifts shall rotate on a weekly basis. A steady third shift may be established at any time in accordance with Section (b) above.

**FOR THE COMPANY**

**FOR THE UNION**

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**DATED:** \_\_\_\_\_

**APPENDIX "C"**

**LETTER #13**

**SKILLED TRADES - SUPPLEMENTAL HELP  
BRAMALEA (ONLY)**

It is agreed between the parties that Appendix C, Articles 14.7 and 14.8 regarding supplemental trades help, will not apply to the Brampton Local 1535.

**FOR THE COMPANY**

**FOR THE UNION**

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DATED: \_\_\_\_\_



**APPENDIX "C"**

**LETTER #14**

**UNLISTED PRIVILEGES  
BRAMALEA (ONLY)**

The Company agrees that existing general privileges not included in this Agreement will not be withdrawn during the life of this Agreement without due and sufficient cause and the Company undertakes to advise the Union of any contemplated changes.

FOR THE COMPANY

FOR THE UNION

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**DATED:** \_\_\_\_\_

**APPENDIX "C"**

**LETTER #15**

**PROTECTION FOR EMPLOYEES ON RELOCATION OF  
OPERATIONS OR JOBS  
BRAMALEA (ONLY)**

For Bramalea, the following procedure will replace Article 11.5(a), Master Agreement:

Employees on jobs affected shall have their rates maintained for twelve (12) months. Employees with five (5) years or more Continuous Service (C.S.) will have their rates maintained for the life of this Agreement. Employees who become surplus because their jobs are moved to other Company locations will be allowed to post laterally or down without regard to qualifications (subject to the requirements of Appendix C, Article 19). If they are the senior applicant they will get the posting with the necessary training to do the job. Training in this case means the training that is normally given on **the** job to which they are posting as well as training and experience at lower graded jobs if necessary. When such training or experience is required the movement through the lower grades shall be based on the employee(s) meeting the normal requirements of the job(s).

When training and/or experience is required at lower graded jobs, the Company may assign an employee to perform the duties of the actual job to which the displaced employee is posting, for the duration of such training in order to maintain production.

Assignment to a temporary job will not affect employees' posting rights.

Should the operation or job return to Bramalea, employees on such rate protection will be required to post to their former jobs or lose rate protection.

FOR THE COMPANY

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DATED: \_\_\_\_\_

**APPENDIX "C"**

**LETTER #16**

**POSTING PROCEDURE  
BRAMALEA (ONLY)**

Job postings will indicate the number required.

Should the requirements increase or decrease prior to the posting being removed from the notice boards, the revision will be reviewed with the Union.

At times it may be necessary to extend the job posting time period listed in Appendix C, Article 19.

It is agreed that an employee who has been selected through the posting process be released to his/her new job no later than ten (10) working days from the effective date of the job posting.

It is recognized that critical business needs may at times delay such transfers, and these will be discussed with the local Union.

**FOR THE COMPANY**

**FOR THE UNION**

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DATED: \_\_\_\_\_

**APPENDIX "C"**

**LETTER #17**

**RE : APPENDIX C - ARTICLE 18  
BRAMALEA (ONLY)**

This letter shall serve to clarify procedures which have been followed at Bramalea in relation to surplus employees. It is not intended to conflict in any way with the provisions of Appendix C, Article 18 of the Collective Labour Agreement between the parties.

In the event that an employee is declared surplus, he/she shall be notified that he/she is being returned to his/her former job as per Appendix C, Article 18.

At times an opening may exist on the employee's former job, that is, the same analysis number. In such a case, the employee will be placed in that opening. The opening will be verified by an existing requirement prior to the effective date of the surplus.

When an employee, seniority permitting, exercises his/her bumping rights in accordance with Appendix C, Article 18 to a job where an existing requirement as defined before exists, he/she will be placed into the vacancy with training.

The local Union will be advised in writing within one week of such moves taking place.

FOR THE COMPANY

FOR THE UNION

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DATED: \_\_\_\_\_

**APPENDIX "C"**

**LETTER #18**

**SKILLED TRADES MOVEMENT  
BRAMALEA (ONLY)**

In order to address the Union's proposal to allow for movement between the Bramalea trades classifications, it is agreed that the following procedure will apply.

When vacancies occur in a trade classification, and at the same time there are surplus trades employees, or there is to be a reduction in a trades classification, such vacancies will not be posted and the procedure will be:

- 1) A notice will be placed on the Company notice board advising of the vacancies.
- 2) Skilled trades employees who are affected as per Paragraph 2 will be allowed to apply for the vacancies in writing.
- 3) The Trades Department Manager and the Trades Union Representative will form the Selection Committee, and will meet to review the applications in order to make a selection based on related skills and experience. If agreement on the selection cannot be reached, the vacancy shall be posted in accordance with Appendix C, Article 14.3 of the Collective Labour Agreement.
- 4) When the Committee makes the determination into which trades classification a selected employee will be placed, he/she will be credited for skills and experience and the Company will provide the appropriate training to allow the employee to achieve Journeyman/woman status.
- 5) When an employee is transferred as above, he/she will continue to hold his/her seniority (L.S.) in his/her original trade, but will have date of entry seniority (L.S.) only in the trade to which he/she is transferred, and this same date of entry seniority (L.S.) in any subsequent transfer or posting within the

FOR THE COMPANY

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DATED: \_\_\_\_\_

**same trades group.**

**FOR THE COMPANY**

**FOR THE UNION**

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DATED: \_\_\_\_\_

**APPENDIX "C"**

**LETTER #19**

**BUMP TO FORMER JOB  
BRAMALEA (ONLY)**

Employees who bump to a former job and that job has changed since the employee's previous assignment to such job, the employee will be entitled to a maximum of twenty-five **(25)** working days familiarization and/or training on the changed portion of the job. In addition, the employee will be entitled to treatment as per Appendix C, Article 18.1(b).

**FOR THE COMPANY**

**FOR THE UNION**

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**DATED:** \_\_\_\_\_

**APPENDIX "C"**

**LETTER #20**

**SAFETY FOOTWEAR  
BRAMALEA (ONLY)**

- R** In areas where safety footwear is mandatory, employees will be required to wear safety shoes manufactured by an approved supplier. Employees will be provided with one (1) pair of safety shoes, at no cost to the employee once per calendar year.
- i) The Company will establish the list of approved suppliers and styles.

FOR THE COMPANY

FOR THE UNION

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DATED: \_\_\_\_\_



**APPENDIX "C"**

**LETTER #21**

**BRAMPTON HEADQUARTERS  
BRAMALEA (ONLY)**

The CAW and its Brampton Hourly bargaining unit ("the Union") agree to withdraw all grievances listed in Brampton Works - Outside Letter of Understanding #23, dated October 10, 1996, and to abandon permanently any claims whatsoever to an extension of application of the Collective Labour Agreement to persons who have moved or will move from other company locations to be located in the Brampton headquarters, and to the work performed by personnel in the Brampton headquarters.

The Union also agrees that it shall not file further grievance(s) of a similar kind to those listed in Brampton Works - Outside Letter of Understanding #23, dated October 10, 1996, nor shall it assert in any other way, any claim, or pursue a remedy of any kind in any forum asserting that it is the bargaining agent of persons who have moved or will move to be located in the Brampton headquarters or who perform work in the Brampton headquarters.

Brampton Works - Outside Letter of Understanding #23, dated October 10, 1996, is a comprehensive list of all grievances filed.

FOR THE COMPANY

FOR THE UNION

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DATED: \_\_\_\_\_

**APPENDIX "D" - PENSION/BENEFITS**

**1. PREAMBLE**

1.1 This Appendix, which shall form part of the Collective Labour Agreement (hereinafter called the "Agreement"), describes amendments to those plans which shall be in effect for active employees during the term of the Agreement, information relating to cost sharing, and reference to preservation of those Company plans which are not contractually covered.

1.2 The effective dates of amendments of these plans, where applicable, are noted in the relevant paragraphs hereafter.

**R** 1.3 The term applicable shall be as defined for the Agreement, except with respect to the Nortel Networks Negotiated Pension Plan which shall be for the term from January 1, 2000 to and including December 31, 2002.

1.4 Agreements with respect to the plans described in this Appendix may be changed or amended by mutual consent of the parties hereto, with such changes or amendments to be in the form of appendices to the Agreement. The duration of the Agreement cannot be affected by such changes or amendments.

1.5 The plans, hereinafter called the "Plan(s)" covered by this appendix shall be continued automatically at the expiry of the Agreement until a new agreement is ratified or until the Union is entitled by law to commence legal strike or the Company is permitted to lockout.

1.6 For the purposes of this Appendix, the following definitions shall prevail:

1.6.1 "Benefit Group" shall mean the categories of job classifications or grades determined as follows:

**NM**

	<u>Benefit Group</u>	<u>Salaried Job Classification</u>	<u>Hourly Job Classification</u>
	1	53 to 55	23 to 24; 03 to 04
	2	56 to 58, ETT	25 to 28; 05 to 08
	3	59 to 61, ETE to ETC, A	29 & 30; 09; 15V;
	Trades		
4	62 & 63, ETB, ETA, B		
5	ATS1 to ATS3, C & D		

1.6.2 For the purposes of the Plans referred to in paragraph 2,3,4 and 5 "eligible dependents" shall mean the following:

- (i) the person of the opposite sex or same sex who:
  - a) is legally married to the employee, or
  - b) is not married to the employee, but is an individual with whom the employee is cohabiting and who is publicly represented as the domestic partner of the employee; and,

(ii) Unmarried natural or legally adopted, dependent children of the employee or spouse who are:

- 1) living or deemed to be living with the employee, including those where support for benefit coverage has been dictated by a court order; and,
- 2) (a) under age 21, or  
(b) over age 21, but not over age 25, and are full-time students at an accredited college or university; and,
- 3) a) Canadian citizens, or  
b) landed immigrants;

(iii) physically or mentally handicapped financially dependent children, regardless of age, provided:

- a) they were handicapped and dependent prior to age 21, or
- b) they were handicapped and dependent between age 21 and age 25, and were full-time students at an accredited college or university at the time they became handicapped and dependent, and
- c) i) they are Canadian citizens, or  
ii) they are landed immigrants;

(iv) any child who is in the custody of the employee pursuant to a valid and existing custody order and who meets the qualifications set out in (ii) above and is financially dependent on the employee.

1.6.3 "Eligible dependents" shall mean, for purposes of paragraphs 9, 10 of this Appendix:

- (i) "Spouse" means the individual of the opposite sex or same sex who is

legally married to the employee and not living separate and apart from the employee or, if the employee so elects, who is not living with the employee at the time of the employee's death; or if neither of these is applicable a person of opposite sex or same sex who is not married to the employee, but is an individual with whom the employee has been co-habiting for a period of one (1) year immediately preceding the employee's death and who had been publicly represented as the domestic partner of the employee.

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

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

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

- a) the person of the opposite sex who is legally married to the employee or, if the employee so elects, is not living with the

- b) employee at the time of the employee's death; or  
the individual of the opposite sex who is not married to the employee, but is an individual with whom the employee has been co-habiting for a period of one year immediately preceding the employee's death and who had been publicly represented as the domestic partner of the employee; or
- c) such other individual who is required to be recognized as the spouse of the employee pursuant to the Pension Benefits Act, 1987 (Ontario), as amended from time to time, for the application of particular provisions of the Plan.

1.8 All employees hired after the date of ratification shall become eligible for coverage under the Plans referred to in paragraphs 2,3,4,5,6,8 and 9 on the first day of the month following the month in which the employee completes three (3) months' continuous service.

## **2. SUPPLEMENTARY HOSPITAL PLAN**

2.1 The Company will continue to provide a Supplementary Hospital Plan as in effect immediately prior to the term of the Agreement. The cost for this Plan will be paid by the employees, including any increases in premiums during the term of the Agreement.

## **3. EXTENDED HEALTH CARE PLAN**

**R** 3.1 The Company will continue to provide an Extended Health Care Plan as in effect immediately prior to the term of the Agreement except as indicated in 3.2, 3.3 and 3.4, below. The cost of this Plan will be paid by the Company, including any increases during the term of the Agreement relating to the services covered by the Plan.

**R** 3.2 Effective April 1, 2000, the Extended Health Care Plan will be amended to remove the \$10 per visit maximum for chiropractor services. The plan will not require the annual provincial maximum for chiropractor services to be exhausted before it pays for eligible chiropractor expenses. Chiropractor expenses will continue to be limited to a combined maximum of \$750 per calendar year (including x-rays for chiropractor services), for registered masseur, registered clinical psychologist, qualified speech therapist and registered chiropractor.

**R** 3.3 Effective April 1, 2000 the Extended Health Care Plan will be amended to include the services of Registered Nursing Assistant (RNA) and Licensed Practical Nurse (LPN), if prescribed by the attending physician.

Services of a Registered Nurse (RN), RNA and LPN will not be provided if the services are for custodial care and do not require the skill of a RN, RNA or LPN.

A private duty nurse is a registered nurse, registered nursing assistant, licensed practical nurse, licensed, registered or certified through the respective provincial licensing body or professional organization.

- R** 3.4 Effective April 1, 2000, drug coverage under the Extended Health Care Plan will be amended as follows:
- include mandatory generic substitution of generic drugs, except where a physician has prescribed “no substitution” of the brand name drug.
  - a deductible of \$10 for single employees and \$20 for family employees will be applied to all prescriptions. The deduction is the amount an employee must pay in any period of 12 consecutive months before the Plan starts paying.
  - there no longer will be a company approved mail-order pharmacy.

#### **4. VISION CARE PLAN**

- R** 4.1 The Company will continue to provide a Vision Care Plan as in effect immediately prior to the term of the Agreement except as indicated in 4.2, 4.3, 4.4 and 4.5 below.
- R** 4.2 Effective April 1, 2000, the maximum payment under this Plan will be increased to \$175
- R** 4.3 Effective April 1, 2001 the maximum payment under this Plan will be increased to \$185
- R** 4.4 Effective April 1, 2002, the maximum payment under this Plan will be increased to \$195
- R** 4.5 Effective April 1, 2000 this Plan will be amended to increase the benefit maximum to \$250 every two (2) consecutive years for contact lenses prescribed for severe corneal astigmatism, provided visual acuity can be improved to at least the 20/40 level by contact lenses, but cannot be improved to that level by regular glasses.

#### **5. DENTAL PLAN**

- R** 5.1 The Company will continue to provide a Dental Plan as in effect immediately prior to the term of the Agreement except as indicated in 5.2, 5.3, 5.4, 5.5, 5.6 and

5.7 below, with coverage for expenses incurred up to December 31, 2000, on the basis of the 1999 Ontario Dental Association Schedule for General Practitioners for the services covered by such Plan. The cost for this Plan, including any increases during the term of the Agreement, will be paid by the Company.

- R** 5.2 Effective January 1, 2001, the 2000 Ontario Dental Association Schedule for General Practitioners will apply.
- R** 5.3 Effective January 1, 2002, the 2001 Ontario Dental Association Schedule for General Practitioners will apply.
- R** 5.4 Effective January 1, 2003, the 2002 Ontario Dental Association Schedule for General Practitioners will apply.
- R** 5.5 Effective April 1, 2000, the reimbursement level for major restorative services will be increased to 55%.
- R** 5.6 Effective April 1, 2000, the lifetime maximum benefit for orthodontic services will be increased to \$2,300.
- N** 5.7 Effective April 1, 2000, eligible dental expenses will be covered for up to 90 days beyond an employee's termination date. Services must be pre-approved through the pre-determination of benefits process and the treatment must have commenced prior to the employee's termination date.

**6. SHORT TERM DISABILITY PLAN**

- 6.1 The Company will continue to provide a Short Term Disability (S.T.D.) Plan as in effect immediately prior to the term of the Agreement.

**7. LONG TERM DISABILITY PLAN**

- R** 7.1 The Company will continue to provide the Long Term Disability (L.T.D.) Plan as in effect immediately prior to the term of the Agreement, except as indicated in 7.2, and 7.3 below.
- R** 7.2 Effective April 1, 2000, this Plan will provide monthly income benefits in accordance with the following schedule for those eligible employees whose S.T.D. Plan benefits expire after February 29, 2000.

Benefit Group

Monthly Income

1

\$1850

2	\$1975
3	\$2250
4	\$2525
5	\$3050

**N** 7.3 During the period for which an employee is eligible to receive L.T.D. Plan benefits, premiums will be waived for Dependent Life coverage, if that employee is contributing to Dependent Life. Participation will continue in the following plans:

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

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

7.4 For those eligible employees whose S.T.D. Plan benefits expire after date of ratification, for the purposes of determining eligibility for the first twelve (12) month period under the L.T.D. Plan, disability shall mean that an employee is unable to perform the duties of any job in the bargaining unit on a full-time basis. Following expiry of such period, disability shall mean that an employee is disabled to an extent preventing performance of any job for which the employee is reasonably suited by means of education, training and experience.

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

## **8. GROUP LIFE INSURANCE PLAN**

8.1 The Company will continue to provide, life insurance through Group Life Insurance Plan - Part I, hereinafter called "Part I", as in effect immediately prior to the term of the Agreement.

## **9. SURVIVOR TRANSITION BENEFIT PLAN**



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

## 10. RETIREMENT ALLOWANCE PLAN

10.1 The Company will continue to provide a Retirement Allowance Plan as in effect immediately prior to the term of the Agreement subject to paragraph 1.6.3. The Retirement Allowance Schedules and formulae will be based on the following:

**R** 10.1.1 The amounts set out in the schedules in effect immediately prior to this Agreement will be increased by 3% on the 1999 schedule on January 1, 2000; increased by 2% on the 1999 schedule on January 1, 2001; and increased by 2% on the 1999 schedule on January 1, 2002.

10.2 Employees will be entitled to payment under the Plan if, as of their pension date, they have at least ten (10) years of continuous service. The amounts set out in the Schedules will be payable monthly commencing with the month in which the pension date falls and continuing until the month age 65 is reached, except that for retirement at age 65 there will be only one payment.

**R** 10.3 **An** employee entitled to the Retirement Allowance Plan may elect to receive, either as a lump sum or as monthly payments during any period up to age 69, the present value of the scheduled amount discounted at the rate prescribed for the first fifteen (15) years for non-indexed pensions, for the month in which the payment of the benefits commences under the Canadian Institute of Actuaries Recommendations for the computation of transfer values from registered pension plans effective September 1, 1993.

10.4 If a retired employee who is entitled to a retirement allowance dies prior to all payments being made, the remaining payments will be paid monthly on the same basis to eligible dependents or the employee's estate.

10.5 Where employees retire with a class E pension and are entitled to a retirement allowance, the amount as set out in the Schedule will be reduced actuarially for each month by which the employee's age is less than 65.

**N** 10.6 From and after March 5, 2000, where an employee dies, while in the employ of the Company and having met the conditions for a Class A, B, C, or E pension, his eligible dependents or his estate will receive the retirement allowance payments that would have otherwise been made, had the employee retired immediately prior to his death.

## 11. PENSION PLAN

**R** 11.1 The Company will continue to provide the defined benefit provision under the Nortel Networks Negotiated Pension Plan in effect on December 31, 1999 during the applicable term stated in paragraph 1.3 above, subject to amendment to provide for the changes specified in 11.2 through 11.5 inclusive below.

**N** Effective January 1, 2001, the Company will introduce a new Savings and Retirement Program, which is described in 11.6 and 11.7 below. Employees whose Pension Service Date (P.S.D.) as described below, is prior to January 1, 2001, will have a one-time choice to remain in the defined benefit provision under the Nortel Networks Negotiated Pension Plan or to join the new Savings and Retirement Program. Employees whose PSD is on or after January 1, 2001 will not have a choice and shall join the Savings and Retirement Program.

11.2 Notwithstanding Master Article 9.6 (a) for the purpose of service under the Pension Plan all employees will have a Pension Service Date ("P.S.D.") as follows:

11.2.1 For employees hired prior to March 17, 1988 their P.S.D. will be the same as their C.S.D. up to that date.

11.2.2 P.S.D. will be assigned on the first day of Pension Plan membership and service will accrue from that day.

**N** 11.2.3 If an employee received payout of the commuted value of the deferred pension, the P.S.D. will be forfeited. If this employee subsequently is employed by the Company, membership in the Pension Plan will commence immediately but no credit will be given for any prior service with the Company for any purpose under the Pension Plan. If an individual who previously was a member of the defined benefit provision under the Nortel Networks Negotiated Pension Plan but terminated employment is rehired on or after January 1, 2001, the employee must join the Savings and Retirement Program regardless of whether prior service is forfeited or not.

**R** 11.3 The following basic benefit rates shall be used to calculate the basic pension benefit for employees retiring with a pension date on or after:

Benefit Group	Jan. 1, 2000	Jan. 1, 2001	Jan. 1, 2002
1	\$46.00	\$47.00	\$48.00
2	\$48.00	\$49.00	\$50.00
3	\$51.00	\$52.00	\$53.00
4	\$52.00	\$53.00	\$54.00
5	\$55.00	\$56.00	\$57.00

**R** 11.4 Employees who participate in the defined benefit provision under the Nortel Networks Negotiated Pension plan and who retire with a pension date on or after January 1, 1994 will receive a normal pension benefit equal to 90% of the amount of basic benefit multiplied by years of pensionable service which will be payable for the life of the retired employee, and upon death, the retired employee's spouse will receive 60% of the monthly pension benefit which had been paid to the retired employee immediately prior to death. Effective January 1, 1994, if the spouse dies within 60 months of the date the employee's pension commenced, the employee will begin receiving payment equal to 100% of the amount of the basic pension which would have been paid as of the pension date if there had been no spouse in the month following the month of the spouse's death, and be payable for the life of the retired employee.

11.4.1 Where the employee and the spouse, if any, waive the benefits described in

paragraph 11.4, the employee shall receive 100% of the amount of the basic benefit multiplied by years of service payable for life.

11.5 Effective January 1, 1992 those employees who have, on or after January 1, 1988 retired from active service with the Company, their eligible surviving spouse or designated beneficiary, will receive annual post retirement adjustments in accordance with the following matrix:

Age on Pension Date/Deferred Annuity Payment Date or Anniversary Thereof	Formulae	Payments	Fold into Monthly Benefit
Under Age 60	60% of Percentage increase C.P.I.: max. 6% payout;	Annual Lump Sum paid in month of anniversary month of birthday	No

Age 60 or over but under age <b>65</b>	60% of percentage increase C.P.I.: max. 6% payout;	Monthly - paid in month of the anniversary month of birthday	Folded in annually
Age 65 or over  anniversary month	<b>80% of</b> percentage	Monthly - paid in month of the increase  max. 6% payout	Folded in annual C.P.I.:  of birthday

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

11.5.1 The calculations **of** post retirement adjustments will use C.P.I. = 1981 (All Canada) and will be in accordance with the following schedule:

Upward Month of Birthday the <u>Anniversary</u> of _____	Twelve (12) Month Change* in C.P.I. for <u>Month</u>
January	November
February	December
March	January
April	February
May	March
June	April
July	May
August	June
September	July
October	August
November	September
December	October

\* Moving average

**N** 11.6 Effective January 1, 2001, the Company will introduce a new Savings and Retirement Program. This program will be comprised of four components. These

components are:

- ◆ A defined contribution provision under the Nortel Networks Negotiated Pension Plan where the company will make contributions on behalf of participating employees equal to 4% of eligible earnings, where eligible earnings will include base pay, overtime, COLA, and shift premium. This defined contribution provision will have the same eligibility and vesting provisions as the existing defined benefit provision.
- ◆ A Company matching contribution will be made under the Employee Savings Plan in an amount equal to 50% of the employee's contributions up to 6% of eligible earnings as defined for purposes of the defined contribution provision. The employee contributions will be limited to a minimum of 2% of eligible earnings to a maximum of 50% of eligible earnings.
- ◆ Participation in the Nortel Networks Stock Purchase Plan (NNSPP) will be made available to employees who participate in the new Savings and Retirement Program. Under the NNSPP, employees can elect to contribute 1% to 10% of eligible earnings (as defined above) which will be used to purchase stock on a quarterly basis at 85% of the average price paid for the shares on the last trading day of the offering period.
- ◆ Available to employees who participate in the new Savings and Retirement Program, retiree health care and life insurance coverage is available to employees who leave Nortel Networks on or after age 55 with at least 10 years of service. The elements are:
  - ◆ A spending account where the company's annual contribution is equal to \$50 for each year of continuous service from age 40 (minimum 10 years of service) to the earlier of age 65 or retirement date.
  - ◆ The annual company contribution may be used to claim for eligible health expenses and/or used to purchase individual insurance through the company sponsored ACCESS Plan.
  - ◆ In the event of the retiree's death, his/her eligible dependent(s), as defined in 1.6.2, will receive 50% of the annual company contribution that was provided to the retiree prior to his death.
  - ◆ The annual company contribution is only directed to the health care spending account upon retirement. In the event that the employee leaves the Company's employ prior to attaining age 55 with 10 or more years of continuous service, the former employee will no longer be eligible for, nor will he receive, any Company contribution.
  - ◆ Retiree life insurance coverage is available in the amount of \$30,000 (where a portion of the company paid premiums are taxable to the employee). To avoid a taxable benefit, the employee could elect coverage that would pay

a \$10,000 death benefit.

- N** 11.7 Except as provided in the following paragraph, employees whose PSD is prior to January 1, 2001 will have the one-time choice to join the new Savings and Retirement Program, effective January 1, 2001. With respect to the pension benefit accrued for service to December 31, 2000, the employee will be offered a one-time election to transfer the conversion value, to include rule of 55 and post retirement indexing, to the defined contribution provision under the Nortel Networks Negotiated Pension Plan or to maintain his/her benefit under the existing defined benefit provision. This benefit will become payable according to the normal terms of the plan, when the employee ultimately leaves Nortel Networks, for reason of termination of employment, retirement or death. Employees who elect to join the new Savings and Retirement Program will forego any benefit payable under the retirement allowance plan as well as any retiree health care and life insurance other than described in paragraph 11.6 above.

If an individual who previously was a member of the defined benefit provision under the Nortel Networks Negotiated Pension Plan but terminated employment is rehired on or after January 1, 2001, the employee must join the Savings and Retirement Program.

The components of the new Savings and Retirement Program will not be available to any employee who elects to remain under the defined benefit provision under the Nortel Networks Negotiated Pension Plan.

## **12. OTHER COMPANY PLANS**

- 12.1 The Company proposes to continue the following during the term of the Agreement.

- Travel Accident Insurance
- Employee Savings Plans
- Registered Retirement Savings Plan

- 12.2 While the Company will not reduce the level of benefits of the Plans referred to in 12.1 above during the term of the Agreement, it reserves the right to amend the terms and conditions of such Plans in order to conform to existing or future legislation, to ensure that they may best meet the objectives for which they were established, and to enable their administration to be carried out with prudence and economy in the interest of all participants therein.

### **13. GENERAL**

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

13.2 The Company will furnish the Union with copies of the administrative procedures, benefits booklets, and approved authorized texts covering the employee benefit Plans referred to in paragraphs 2 to 12 of this appendix.

13.3 The Company will provide each employee within three (3) months after receiving the final input from the Union, with a benefit booklet containing descriptions of the various Plans referred to in this appendix.

13.4 The Company will ensure that all the Plans covered by this appendix are adjusted to reflect legislation precluding discrimination with respect to age, sex, and marital status, except to the extent that such legislation so permits.

13.5 The Company confirms its intention to maintain its present practices with respect to the handling of statutory and Company benefits as these apply to retirees. In the event a change appears desirable, the Company will discuss such changes in advance with the Union.

13.6 The Company will continue to maintain the present practices with respect to statutory and Company benefits for employees receiving Workplace Safety & Insurance Board (WSIB) benefits and employees receiving disability benefits under the Pension Plan.

13.7 Local benefit committees at each location will be maintained and shall review pension benefit applications in advance of their effective date. In addition, such committees shall receive copies of pension, long term disability, and survivor benefit calculations with respect to active employees covered by the provisions of this appendix. Other procedures shall be determined on a basis which is mutually acceptable to the Union and the Company.

13.8 The Company will furnish the Union (National and Local) with such information

with

respect to the operations of applicable benefit plans as shall be mutually acceptable to the

parties or required by legislation, including:

- Copy of Report as set out under section 11(1) of the Ontario Pension Benefits Act, 1987, Regulations.
- Copy of the annual information return to the province of registration for

Pension Plan.

- 13.9 The Union consents to the application by the Company, through partial funding of the latter's costs in providing improved employee benefits in accordance with the Agreement and with prior Collective Labour Agreements between the Union and the Company, of the reductions equal to at least 5/12th that have been or may be granted to the Company as to employer's premiums under the Employment Insurance Act.
  
- 13.10 The Company shall have the exclusive right to determine and change the method and terms of financing the Company Health Care Plans, Group Life Insurance - Parts I and II and the Dependent Life Plan provided under the Agreement, subject to the following conditions:
  - a) no change will take place without at least three (3) months prior notice to the Union,
  - b) no change will have the effect of reducing the value of any benefit,
  - c) no change will affect the method of claims settlement except as shall be mutually agreed between the parties, and
  - d) the Company shall furnish the Union with a full accounting as to the disposition of any surplus or deficit attributable to employee contributions.

FOR THE COMPANY

FOR THE UNION

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DATED: \_\_\_\_\_