

SOURCE	Cie		
EFF.	2003	02	26
TERM.	2006	02	25
No. OF EMPLOYEES	100		
NUMERICAL EMPLOYMENT	LP		

COLLECTIVE LABOUR AGREEMENT

ENTERED INTO BY

NORTEL NETWORKS LIMITED

AND

**THE NATIONAL UNION OF AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS OF CANADA,
LOCAL 1530 BELLEVILLE, ONTARIO;
LOCAL 1535 BRAMPTON, ONTARIO**

**EFFECTIVE FROM
FEBRUARY 26, 2003 to FEBRUARY 25, 2006**

RECEIVED
MAR 30 2004

ENTERED
12534 (02)

Index

- Article 1 - Recognition
- Article 2 - General Purpose
- Article 3 - Management Rights
- Article 4 - Non- Discrimination
- Article 5 - Representation
- Article 6 - Information to the Local Union
- Article 7 - Complaints and Grievances
- Article 8 - Arbitration
- Article 9 - Continuous Service
- Article 10 - Seniority
- Article 11 - Job and Income Security
- Article 12 - Surplus, Lay-off, Recall and Rate Protection Procedures
- Article 13 - Lay-off Allowance
- Article 14 - Notice Boards
- Article 15 - Uninterrupted Production
- Article 16 - Deduction of Regular Dues
- Article 17 - Disciplinary Action
- Article 18 - Access to Personnel and Attendance Record Cards
- Article 19 - Job Bidding and Promotions Clerical Jobs
- Article 20 - Company Holidays
- Article 21 - Jury Duty or Court Attendance or Quarantine
- Article 22 - Bereavement
- Article 23 - Temporary Help
- Article 24 - Job Evaluation
- Article 25 - Leave of Absence for Union Duties
- Article 26 - Overtime Provisions
- Article 27 - Vacations
- Article 28 - Hours of Work
- Article 29 - Off-Shift Differential
- Article 30 - Maternity, Adoption and Parental Leaves
- Article 31 - Job Posting Bargaining Unit Specialists
- Article 32 - Pension Plan and Other Benefits
- Article 33 - Leave of Absence
- Article 34 - Cost of Living Allowance
- Article 35 - Health and Safety
- Article 36 - Special Conferences
- Article 37 - Job Posting Engineering Technicians
- Article 38 - Rates of Pay
- Article 39 - Paid Educational Leave (P.E.L.)
- Article 40 - Call-In and Travel Time Pay
- Article 41 - Modification, Renewal and Termination
- Master Letters of Understanding
- Appendix 'A' - Salaried Recognition
- Appendix 'B' - Salaried Letters of Understanding

Appendix 'C' - Hourly Recognition, Articles, Letters of Understanding
Appendix 'D' - Pension/Benefits

R - The letter **R** appears beside each section of the Agreement which was revised in the last negotiations.

N - The letter **N** appears beside each new section of the Agreement which was added in the last negotiations.

Master Letters of Understanding

- Letter #1 - Banking of Overtime
- Letter #2 - Article 17: Disciplinary Action
- Letter #3 - Constitution and By-Laws
- Letter #4 - Withdrawal of Voluntary Resignation
- Letter #5 - Education and Training
- Letter #6 - Employee Rehabilitation
- Letter #7 - Video Display Terminals
- Letter #8 - Health and Safety
- Letter #9 - Substance Abuse
- Letter #10 - Payroll Overpayments
- Letter #11 - Social Justice Fund
- Letter #12 - Workplace Harassment
- Letter #13 - Bona Fide Religious Holidays
- Letter #14 - Telecommuting
- Letter #15 - Move to a New Location
- Letter #16 - Health and Safety
- Letter #17 - Preferential Hiring
- Letter #18 - Tuition Refund

Appendix “A”

Recognition – London/Plant Status

Recognition – Belleville

Recognition – Bramalea

Kingston Works

Appendix “B”

- Letter #1 - Recognition - Belleville
- Letter #2 - Recognition - Bramalea
- Letter #3 - E.T. Evaluation Plan
- Letter #4 - Employees Displaced Through Technological Change
- Letter #5 - Appendix “A”
- Letter #6 - Long Term Disability
- Letter #7 - Local Letters
- Letter #8 - Medical Restrictions
- Letter #9 - Return to Bargaining Unit
- Letter #10 - Standby Compensation
- Letter #11 - Employment Development
- Letter #12 - Expense Reimbursement - Company Business International Travel
- Letter #13 - Brampton Headquarters

Appendix “C”

- Article 1 - London Works Recognition/Plant Status
- Article 2 - Belleville Recognition
- Article 3 - Kingston Works
- Article 4 - Saint John Recognition/Plant Status
- Article 5 - Bramalea Recognition
- Article 6 - Hourly-Rated Provisions
- Article 7 - Excluded Employees
- Article 8 - Relief Periods
- Article 9 - On The Job Injury Allowance
- Article 10 - Overtime Bramalea (Only)
- Article 11 - Overtime Belleville (Only)
- Article 12 - Skilled Trades Bramalea (Only)
- Article 13 - Minimum Compensation
- Article 14 - Skilled Trades
- Article 15 - Skilled Trades Belleville (Only)
- Letter #1 - Appendix C, Article 14.13
- Letter #2 - Static Conductive Safety Shoes
- Letter #3 - Company Provided Work Clothing
- Letter #4 - Unlisted Privileges Bramalea (Only)
- Letter #5 - Skilled Trades Movement Bramalea (Only)
- Letter #6 - Brampton Headquarters Bramalea (Only)

MEMORANDUM OF AGREEMENT made this 26th day of February, 2003

BETWEEN:

NORTEL NETWORKS LIMITED,
a corporation organized and existing under the laws of Canada.

Hereinafter called the “Company”

OF THE FIRST PART

AND:

THE NATIONAL UNION OF AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS OF CANADA,

Hereinafter called the “Union”

AND ITS LOCALS

LOCAL 1530 – BELLEVILLE, ONTARIO, and
LOCAL 1535 – BRAMPTON, ONTARIO.

OF THE SECOND PART

ARTICLE 1 - RECOGNITION

- 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

Bonnie Brewster

Walter M. [unclear]

DATED: Feb 13, 2003

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.

10

FOR THE *COMPANY*

FOR THE UNION

Marilynne Lesperance

DATED: Feb. 13 2003

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

Josiee Pa. Har.

Marilyn L. Espinoza

DATED: Feb. 13 2003

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.

- R 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. 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

Josiah P. [Signature]

Marilyn [Signature]

DATED: Feb. 13 2003

ARTICLE 5 - REPRESENTATION

- R** 5.1 The Local Union will be represented by a Committee of not more than two (2) members, one of whom will be the Local Union President/Chairperson.
- 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.
- 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.

- R** 5.7 In the event of layoffs in Belleville, so that employees will have representation, the President/Chairperson and committeeperson within Local 1530 (Belleville) will be retained on jobs within the bargaining unit, regardless of seniority, provided they are capable of doing the available work. In the event of layoffs in Bramalea, so that employees will have representation, the President/Chairperson within Local 1535 (Bramalea) will be retained on a job within the bargaining unit, regardless of seniority, provided he/she is 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 two (2) representatives from Bramalea and two (2) from Belleville. Should the membership in Bramalea fall below ten (10) active members, bargaining committee representation will be reduced to one (1) representative for Bramalea. 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.

FOR THE COMPANY

FOR THE UNION

Pernice Lee - 11

Maureen L. Spence

DATED: Feb 18-2003

ARTICLE 6 - INFORMATION TO THE LOCAL UNION

- 6.1 The Company agrees to furnish the **Local** Union the following lists on a monthly basis:
- employees each month who become eligible for membership in the Local Union,
 - employees **who** become ineligible for membership in the Local Union,
 - employees proceeding on maternity leave or personal leave of absence,
 - internal transfers of eligible employees,
 - 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.

- 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.
- 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

Bonnie L. Miller

Manlynn L. Spence

DATED: Feb 19, 2003

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 committee person 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 committee person 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 of **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.

R Within ten (10) working days the manager will arrange a meeting for discussion of the grievance, to be attended by the Union Committee 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.

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.

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

- a) A 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.

A 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.

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

Dennis Lee Hen.

FOR THE UNION

Marilynne K. Spence

DATE: Feb. 13 2003

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.

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.

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

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

Gerardo P. Hernandez

Marilyn M. Lesperance

DATE: Feb. 13 2003

ISSUE: 1

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 Short Term 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%.

R

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:

<u>Seniority at Date of Layoff</u>	<u>Recall Rights</u>	<u>Continuous Service Accumulates</u>	<u>Continuous Service Maintains</u>
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

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.

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 (C.S.) 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.

R

- a) Service **with** respect to Employee Pension, Death Benefit, Short Term Disability Plan and Rate Protection, shall mean Company Continuous Service.
- 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

Bernie Lae Her

Marilyn Espinosa

DATED: Feb 13 2003

ISSUE: 1

ARTICLE 10 - SENIORITY

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 Short Term 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:

<u>Seniority at Date of Lay-off</u>	<u>Recall Rights</u>	<u>Seniority Accumulates</u>
Less than 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

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.

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

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

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 Limited, 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 Limited, 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.
- R** ** c) **An** employee who is assigned to a job elsewhere in Nortel Networks Limited not included in the bargaining unit, following March 17, 1988, and subsequently returns after three (3) years of leaving, shall not have his/her seniority restored upon his/her **return**. 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.

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:

- R** a) Service with respect to Employee Pension, Death Benefit, **Short Term** Disability Plan, and Rate Protection shall mean Company Continuous Service.
- 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

Donna LaRocca

Manlyne L. L. L.

DATE: Feb. 18 2003

ISSUE 1

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 Limited,
- (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,

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.

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 or the amount of time remaining to the end of the initial notice **period**

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.
- 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.**
- 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.

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.

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 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	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.

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).

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.-

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.

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.

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 **\$40,000** or **6** months of regular weekly wages, whichever is greater.
- R 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	4.5 months
22 years but less than 24 years	4.75 months
24 years but less than 26 years	5.0 months
26 years but less than 28 years	5.25 months
28 years but less than 30 years	5.5 months

- 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 two (**2**) 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.

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.

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.

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*

Dennis Lae-Hes

Marilynne Lespauvel

DATED: *Feb 19, 2003*

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.

- a) 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 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 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

Lenore P. [Signature]

FOR THE UNION

Mailegus [Signature]

DATED: Feb. 18, 2003

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.

- 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.

- 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.
- 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.
- 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.
- 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).
- 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).)
- e) **An** employee is no longer in receipt of **E.I.** benefits.
- 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.

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):

<u>Service at date of Lay-off</u>	<u>Lay-off Allowance 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 employ') 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	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.

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.

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.

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

Samuel Lee He

FOR THE UNION

Maileyma Resprence

DATED: Feb. 18, 2003

ISSUE 1

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

Denise Pae...

Marilyn Lesperance

DATED: Feb. 13 2003

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

Bonnie Sae Her

Marilyn Leperance

50

DATED: Feb. 13 2003

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.
- 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.
- 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 &er 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

Banner Lauder

Marilynn Lussier

DATED: Feb. 13 2003

ISSUE 1

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.
- 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.
 - 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.
 - 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**.
- 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.

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: Feb. 13 2003

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

Bernice K. He Marilyn Espinoza

DATED: Feb. 13 2003

()

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

R

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 one (1).

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.

FOR THE COMPANY

FOR THE UNION

Bonnie Laeth

Maureen Esperance

DATED: 17 Feb 2003

ARTICLE 20 - COMPANY HOLIDAYS

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.

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 **2003**, the Company Holidays will be as follows:

18 April	(Good Friday)
19 May	(Victoria Day)
30 June	(Canada Day)
04 August	(Civic Holiday)
01 September	(Labour Day)
13 October	(Thanksgiving Day)

December 25, 26, 29, 30, 31 and January 1, 2, February 16, 2004*

R In **2004**, the Company Holidays will be as follows:

09 April	(Good Friday)
24 May	(Victoria Day)
02 July	(Canada Day)
02 August	(Civic Holiday)
06 September	(Labour Day)
11 October	(Thanksgiving Day)

December 24, 27, 28, 29, 30, 31, January 3, February 14, 2005*

R In **2005**, the Company Holidays will be **as** follows:

25 March	(Good Friday)
23 May	(Victoria Day)
01 July	(Canada Day)
01 August	(Civic Holiday)
05 September	(Labour Day)
10 October	(Thanksgiving Day)

December 23, 26, 27, 28, 29, 30, January 2, February 13, 2006*

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

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.

FOR THE COMPANY

FOR THE UNION

Bonnie Laertes

Marilyn Lepore

DATED: Feb 12 2008

ISSUE 2

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.

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

Bonnie Lee Hen.

Maelyne Luperone

DATED: Feb. 13 2003

ARTICLE 22 - BEREAVEMENT

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, stepchild, child-of current spouse, mother, father, step-parent, foster parents, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister, stepsister, 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

Bonnie Lae Heer Marilynne Lepore

DATED: Feb. 13 2003

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

Denise Poth Marilynne L. Spence

DATED: Feb 19, 2003

ARTICLE 24 - JOB EVALUATION

SALARIED

24.1 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

Bonnie LaFleur

Marilyn Lupina

DATED: Feb. 13 2003

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.
- 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

Bonnie Lee Her

Manlymo Luperano

DATED: Feb. 13 2003

***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 Company Holidays in addition to their regular Company 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 Company 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.

- R 26.10** When employees are required to report prior to their morning shift start time, **and** are required to work their required full shift, overtime rates will be paid for time worked prior to such shift start time.
- R 26.11** Employees who have earned overtime in accordance with this Article or Article **27.4.1**, may elect to bank equivalent credit **as** outlined in Letter **#1** or receive payment.

* See Master Letter **#1**

FOR THE *COMPANY*

FOR THE UNION

Senise Lou

Marilynne Lispuane

DATED: Feb. 14. 2003

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

Vacation Entitlement

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 #13, Appendix B, 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.

Employees who fall into one of the following categories:

- Employees who are terminated or who have resigned;
- Employees on Maternity, Parental or Adoption leave of absence;
- Employees on lay-off;
- Employees on S.T.D. or W.S.I.B.; and,
- Hourly rated employees unable to take vacation prior to May 31st, 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:

<u>Continuous Service on Date of Termination</u>	<u>*No. Days Accrued Vacation Pay at Rate in Effect on Date Service Terminates</u>	<u>Maximum 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.

N

For hourly rated employees, the Company shall have the right to recover any vacation pay paid to an employee under 27.1.2 when such employee's qualifying anniversary date falls after the date of resignation or termination.

R **27.7.2 EMPLOYEES ON MATERNITY, PARENTAL OR ADOPTION LEAVE OF ABSENCE:**

Employees proceeding on MLA, PLA or Adoption Leave 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.

R **27.7.3 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.

R A laid off employee must have received pay from the Company for hours worked or has received Short Term Disability 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 **27.7.4 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.

N **27.7.5 HOURLY RATED EMPLOYEES UNABLE TO TAKE VACATION PRIOR TO MAY 31ST**

Hourly rated employees who do not utilize vacation by May 31st of the following year will be paid vacation pay in lieu of vacation.

Hourly rated employees who **are** paid vacation pay will be paid at the regular rate plus **COLA**, in effect on May 31st.

N **27.8** For hourly rated employees, 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.

N **27.9** For hourly rated employees who receive one **(1)** or **more** weeks vacation under section **27.1.1** 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 shall be paid on the basis of forty **(40)** hours at their rate for each week of vacation after the second week.

N 27.10 For hourly rated employees, pay for the purpose of 27.3 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.

FOR THE COMPANY

FOR THE UNION

Samir Sathar

Marilyn Responde

DATED: Feb 17.2003

ISSUE 3

ARTICLE 28 - HOURS OF WORK

- R** 28.1 The **regular** hours of work for salaried employees will be seven and one-half (7 1/2) hours **per** day, Monday **to** Friday, with a total of thirty-seven and one-half (37 1/2) hours for the week.
- N** The regular hours of work for hourly employees 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 period whatever.
- R** 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 for salaried employees, 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

Bonnie LaHue

Marilyn L. Lawrence

DATED: Feb. 13 2003

ARTICLE 29 - OFF-SHIFT DIFFERENTIAL

- 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.
- 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

Dennis P. [Signature]

Tracy [Signature]

DATED: Feb. 19, 2003

ARTICLE 30 - MATERNITY , ADOPTION AND PARENTAL LEAVES

MATERNITY LEAVE

30.1 Maternity Leave 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 applicable Employment Standards legislation.
- 2) Employee makes a formal application for Maternity Leave at least six (6) weeks prior to commencement of leave. 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) Maternity Leave may begin no earlier than seventeen (17) weeks before the expected birth date ~~unless~~ an employee stops work because of an earlier delivery date as described in 2) above.
- 4) Maternity Leave will be granted for a period up to seventeen (17) weeks and can be followed by a Parental Leave period up to 35 weeks. The total period of leave is up to 52 weeks duration.
- 5) Employees on Maternity Leave will be credited with Continuous Service (C.S.) and ~~Local~~ Seniority (L.S.) for the duration of the Maternity Leave.
- 6) Employees who do not meet the service criteria as outlined in 30.1.1 above will not be granted Maternity Leave. In the alternative, Personal leave of absence will be granted to such employees.

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 applicable Employment Standards legislation.
- 2) Employee makes a formal application for Adoption Leave at least six (6) weeks prior to the commencement of leave.
- 3) Adoption Leave will be for a period of up to thirty-seven (37) weeks.

- 4) Adoption Leave must begin **no** more than fifty-two (**52**) 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 thirty-five (**35**) weeks.

PARENTAL LEAVES (OTHER THAN ADOPTION LEAVE)

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

- 1) Applicable to **an** employee who has:
 - i) qualified for Maternity Leave in the circumstances **of** a live birth, or,
 - ii) not having given birth to a child, has thirteen (**13**) weeks of service prior to the date **of** 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 makes a formal application for Parental Leave of Absence at least six (**6**) weeks prior to commencement of the leave.
- 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 **fifty-two** (52) 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 **thirty-five** (35) weeks for birth mothers who took Maternity Leave. For employees who did not **take** Maternity Leave, Parental Leave will be for a period of up to thirty-seven (**37**) weeks.
- 5) Employees on Parental Leave will be credited with Continuous Service (C.S.) **and** **Local** Seniority (L.S.) for up to thirty-five (**35**) weeks.

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 receipt of 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 (2) 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:
- i) **an** amount equal to the S.T.D. benefit appropriate for the employee less Employment Insurance benefits received by the employee, or,
 - ii) 75% of the employee's weekly base rate less Employment Insurance benefits received by the employee.

At the conclusion of the first six (6) 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) An 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** 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 **as** per Article 13.

ADOPTION LEAVE ALLOWANCE

- 30.5 a) An employee who has Continuous Service ("C.S.") of thirteen (13) weeks or more prior to the date of leave is entitled to Adoption Leave Allowance.
- b) The employee who provides proof of receipt of Employment Insurance benefits shall be paid Adoption Leave Allowance for up to ten (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) An employee who is eligible to receive Adoption Leave Allowance pursuant to Article 30.5 (a), but who is not entitled to receive Employment Insurance benefits for all or a portion of the ten (10) weeks allowance **period** because (s)he has been previously laid off by the Company, shall be entitled to receive Adoption Leave Allowance pursuant to Article 30.5 (b).
- d) **An** employee who, while employed by the Company, has received Employment Insurance benefits in connection with Adoption leave 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 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 **as** per Article 13.
- e) In the instances described in b) and c) above, the Company will pay up to five (5) additional weeks at 75% of the employee's weekly base rate if the Adoption leave period exceeds (10) weeks and no Employment Insurance benefits are being paid to the employee during that additional five (5) week period.

PARENTAL LEAVE ALLOWANCE

- 30.6 a) An employee who **has** Continuous Service ("C.S.") of thirteen (13) weeks or more prior to the date of leave is entitled to Parental Leave Allowance.
- b) The employee who provides proof **of** receipt of Employment Insurance benefits shall be paid Parental Leave Allowance for up to ten (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) **An** employee who is eligible to receive Parental Leave Allowance pursuant to Article 30.6 (a), but who is not entitled to receive Employment Insurance benefits

for all or a portion of the ten (10) weeks allowance period because (s)he has been previously laid off by the Company, shall be entitled to receive Parental Leave Allowance pursuant to Article 30.6 (b).

- d) **An** employee who, while employed by the Company, has received Employment Insurance benefits in connection with Parental leave 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 Employment Insurance entitlement period, and the maximum amount **of** Employment Insurance benefit entitlement had the employee not collected Employment Insurance benefits while on Parental leave, plus layoff allowance top up **as** per Article 13.

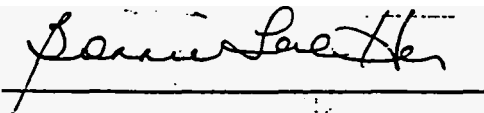
RETURN TO WORK FOLLOWING MATERNITY, ADOPTION OR PARENTAL LEAVE

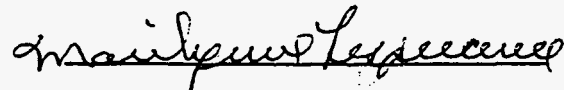
- 30.7 The employee must request reinstatement from Maternity Leave in writing and she will be reinstated provided she is cleared by **the** Nortel Networks Wellness Center. If she is **not so** cleared at that time due to a medical condition, she **will** be subject to the conditions **of** the Pension/Benefits - Appendix "D".

When an employee is ready to return from 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 be declared surplus and the applicable surplus and bumping provisions with the collective labour agreement will apply.

FOR THE **COMPANY**

FOR THE **UNION**





DATE: Feb. 18, 2003

ISSUE 1

**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

Sonnie Satter

Marilyn M. Lippard

DATED: Feb. 13 2003

ARTICLE 32 - PENSION PLAN AND OTHER BENEFITS

- 32.1 The Company will provide a pension plan and other benefits as fully described in Appendix "D" to this Agreement.
- 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

Louis Bette

Marilyn L. Lippman

DATED: *Feb. 19, 2003*

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 14.9 for Hourly rated skilled trades employees.

FOR THE COMPANY

FOR THE UNION

80

Benito Lae Her.

Marilyn M. Lespina

DATED: Feb 17, 2003

ARTICLE 34 - COST OF LIVING ALLOWANCE

- R 34.1** The Statistics Canada January 2003 Consumer Price Index (1986 base) published in February 2003 (154.4) 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).

CPI Index For The <u>Month of</u>	Published In (and) Payable In The First Pay Period <u>Thereafter</u>	<u>COLA Formula</u>
2003 April July Oct.	May Aug. Nov.	\$0.01 for each .082 change in the CPI. (1986 Base)
2004 Jan.	Feb.	
2004 Apr. July Oct.	May Aug. Nov.	\$0.01 for each .082 change in the CPI. (1986 Base)
2005 Jan.	Feb.	
2005 Apr. July Oct.	May Aug. Nov.	\$0.01 for each .082 change in the CPI. (1986 Base)
2006 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 (154.4) 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 2003

Statistics Canada - CPI Base Figure (1986)

Calculation Table

UP to and Including:

154.4	=	0
154.482	=	\$0.01
154.564	=	\$0.02
154.646	=	\$0.03
154.728	=	\$0.04
154.810	=	\$0.05
154.892	=	\$0.06
154.974	=	\$0.07

and so forth.

R 34.4 Applies to Belleville and Brampton.

(A) A portion of the Cost of Living Allowance (\$1.35 of \$1.50) payable under the prior Agreement has been folded into all wage schedules in Article 38 as follows:

- 1) Effective February 26, 2003, \$1.00 of the \$1.50 has been folded into all schedule rates and the remaining \$0.50 per hour shall continue to be paid in addition to wage rates.

- 2) Effective February 26, 2004, an additional \$0.35 of the \$0.50 has been folded in all schedule rates and the remaining \$0.15 per hour shall continue to be paid in addition to wage rates.
- 3) Effective **February** 25, 2005, an additional \$0.00 of the \$0.15 **has** been folded into **all** schedule rates and the remaining \$0.15 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

Denise P. H.

Marilyn Desrosiers

DATED: Feb 19, 2003

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.
- 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 safety **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.
- R** 35.10 The Company will 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.

- N** 35.11 Meeting frequency will be **as** required by applicable legislation, or by the Joint Health and Safety Committee if a more regular frequency is desired.

FOR THE COMPANY

FOR THE UNION

Samuel Lee Her

Travis M. Despres

DATED: Feb. 19 2003

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 **wri**ting to items on the agenda **w**ithin 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

Bonnie Laeth

M. Valynne Luperone

DATED: Feb. 13 2003

/

**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

Bonnie Lee Han

Maileynne Respreau

DATED: Feb. 13 2003

ARTICLE 38 - RATES OF PAY

WAGE SCHEDULES - NON SUPERVISORY SKILLED TRADES RATED EMPLOYEES

BELLEVILLE WORKS

Effective
February 26, 2003
\$31.67

Effective
September 1, 2003
\$31.98

Effective
February 26, 2004
\$32.94

Effective
February 26, 2005
\$33.40

BRAMPTON

Effective
February 26, 2003
\$32.24

Effective
September 1, 2003
\$32.55

Effective
February 26, 2004
\$33.52

Effective
February 26, 2005
\$33.99

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

CLERICAL SALARY SCHEDULE - BELLEVILLE AND BRAMALEA

		PROGRESSION SCHEDULE IN MONTHS							
		MINIMUM						MAXIMUM	
		RATE						RATE	
		0	3	6	12	18	24	36	48
Date	GRADE	\$	\$	\$	\$	\$	\$	\$	\$
26-Feb-03	53	3806.70	3824.90	3843.15	3861.55	3881.90	3902.15	3922.50	3943.40
26-Feb-03	54	3836.85	3858.75	3880.60	3902.35	3924.20	3947.95	3971.80	3996.00
26-Feb-03	55	3907.30	3930.75	3956.35	3981.95	4007.45	4033.00	4058.35	4083.75
26-Feb-03	56	3938.30	3963.70	3989.40	4015.25	4040.90	4068.30	4095.80	4122.05
26-Feb-03	57	3996.85	4025.20	4053.75	4082.30	4110.85	4139.35	4167.75	4198.85
26-Feb-03	58	4108.05	4136.60	4167.00	4197.15	4228.30	4257.85	4288.00	4317.65
26-Feb-03	59	4536.10	4564.80	4593.15	4621.70	4650.05	4678.75	4709.05	4739.15
26-Feb-03	60	4770.90	4799.50	4828.05	4856.45	4888.35	4915.35	4945.70	4977.25
26-Feb-03	61	4944.55	4975.25	5006.05	5036.80	5067.65	5098.40	5129.25	5160.20
26-Feb-03	62	5238.80	5269.45	5300.35	5331.10	5361.85	5392.60	5423.45	5454.30
26-Feb-03	63	5391.05	5423.00	5455.10	5487.20	5519.30	5551.45	5583.40	5615.50

CLERICAL SALARY SCHEDULE - BELLEVILLE AND BRAMALEA

PROGRESSION SCHEDULE IN MONTHS

Date	GRADE	MINIMUM RATE							MAXIMUM RATE
		0	3	6	12	18	24	36	
		\$	\$	\$	\$	\$	\$	\$	\$
1-Sep-03	53	3843.15	3861.55	3879.95	3898.55	3919.10	3939.55	3960.10	3981.20
1-Sep-03	54	3873.60	3895.75	3917.80	3939.75	3961.85	3985.80	4009.90	4034.35
1-Sep-03	55	3944.75	3968.45	3994.30	4020.15	4045.90	4071.70	4097.30	4123.00
1-Sep-03	56	3976.05	4001.75	4027.70	4053.80	4079.70	4107.35	4135.15	4161.65
1-Sep-03	57	4035.20	4063.85	4092.70	4121.50	4150.35	4179.15	4207.80	4239.25
1-Sep-03	58	4147.50	4176.35	4207.05	4237.50	4268.95	4298.80	4329.25	4359.20
1-Sep-03	59	4579.85	4608.85	4637.45	4666.30	4694.95	4723.95	4754.55	4784.95
1-Sep-03	60	4817.00	4845.90	4874.75	4903.40	4935.65	4962.90	4993.55	5025.40
1-Sep-03	61	4992.40	5023.40	5054.50	5085.55	5116.70	5147.75	5178.95	5210.20
1-Sep-03	62	5289.60	5320.55	5351.75	5382.80	5413.85	5444.90	5476.05	5507.25
1-Sep-03	63	5443.35	5475.60	5508.05	5540.45	5572.90	5605.35	5637.65	5670.05

CLERICAL SALARY SCHEDULE - BELLEVILLE AND BRAMALEA

		PROGRESSION SCHEDULE IN MONTHS							
		MINIMUM						MAXIMUM	
		RATE						RATE	
Date	GRADE	0	3	6	12	18	24	36	48
		\$	\$	\$	\$	\$	\$	\$	\$
26-Feb-04	53	3973.10	3991.90	4010.65	4029.60	4050.55	4071.40	4092.40	4113.90
26-Feb-04	54	4004.15	4026.75	4049.25	4071.65	4094.15	4118.60	4143.15	4168.10
26-Feb-04	55	4076.70	4100.90	4127.25	4153.60	4179.90	4206.20	4232.30	4258.50
26-Feb-04	56	4108.65	4134.85	4161.30	4187.95	4214.35	4242.55	4270.90	4297.90
26-Feb-04	57	4168.95	4198.20	4227.60	4256.95	4286.40	4315.75	4345.00	4377.05
26-Feb-04	58	4283.50	4312.90	4344.20	4375.25	4407.35	4437.80	4468.85	4499.40
26-Feb-04	59	4724.40	4753.95	4783.15	4812.55	4841.50	4871.35	4902.55	4933.55
26-Feb-04	60	4966.25	4995.70	5025.15	5054.35	5087.25	5115.05	5146.30	5178.75
26-Feb-04	61	5145.10	5176.75	5208.45	5240.10	5271.90	5303.55	5335.35	5367.25
26-Feb-04	62	5448.20	5479.75	5511.60	5543.25	5574.90	5606.60	5638.35	5670.15
26-Feb-04	63	5605.00	5637.90	5671.00	5704.00	5737.10	5770.20	5803.15	5836.20

CLERICAL SALARY SCHEDULE - BELLEVILLE AND BRAMALEA

		PROGRESSION SCHEDULE IN MONTHS							
CLERICAL		MINIMUM RATE							MAXIMUM
		0	3	6	12	18	24	36	48
Date	GRADE	\$	\$	\$	\$	\$	\$	\$	\$
26-Feb-05	53	4027.75	4046.85	4065.85	4085.10	4106.35	4127.50	4148.80	4170.60
26-Feb-05	54	4059.30	4082.20	4105.05	4127.75	4150.60	4175.40	4200.30	4225.60
26-Feb-05	55	4132.90	4157.45	4184.15	4210.90	4237.60	4264.25	4290.75	4317.35
26-Feb-05	56	4165.30	4191.90	4218.70	4245.75	4272.55	4301.15	4329.90	4357.30
26-Feb-05	57	4226.50	4256.15	4286.00	4315.75	4345.65	4375.40	4405.10	4437.60
26-Feb-05	58	4342.70	4372.50	4404.30	4435.80	4468.35	4499.25	4530.75	4561.75
26-Feb-05	59	4790.00	4820.00	4849.65	4879.45	4909.15	4939.10	4970.75	5002.20
26-Feb-05	60	5035.40	5065.25	5095.15	5124.75	5158.15	5186.35	5218.05	5251.00
26-Feb-05	61	5216.85	5248.95	5281.10	5313.25	5345.50	5377.60	5409.85	5442.25
26-Feb-05	62	5524.35	5556.35	5588.70	5620.80	5652.90	5685.05	5717.30	5749.55
26-Feb-05	63	5683.45	5716.80	5750.40	5783.90	5817.45	5851.05	5884.45	5918.00

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

TECHNICAL SALARY SCHEDULES - BELLEVILLE AND BRAMALEA

	(A)	GRADE		PROGRESSION SCHEDULE IN MONTHS			
		(B)	(C)	MINIMUM		MAXIMUM	
				0	12	24	36
				\$	\$	\$	\$
26-Feb-03	GTS3	TS3	ATS3	6343.85	6428.30	6512.75	6597.05
26-Feb-03	GTS2	TS2	ATS2	6104.50	6188.95	6273.40	6357.75
26-Feb-03	GTS1	TS1	ATS1	5865.35	5949.80	6034.25	6118.55
26-Feb-03	GTSA	TSA	ETA	5460.10	5544.55	5629.05	5713.35
26-Feb-03	GTSB	TSB	ETB	5226.65	5311.10	5395.45	5479.90
26-Feb-03	GTSC	TSC	ETC	4914.20	4988.65	5063.10	5137.40
26-Feb-03	GTSD	TSD	ETD	4766.40	4830.70	4894.95	4959.20
26-Feb-03	GTSE	TSE	ETE	4630.80	4695.05	4759.35	4823.55

TECHNICAL SALARY SCHEDULES - BELLEVILLE AND BRAMALEA

				PROGRESSION SCHEDULE IN MONTHS			
				MINIMUM		MAXIMUM	
				RATE			
				0	12	24	36
				\$	\$	\$	\$
(A)	GRADE		(C)				
				RATE			
1-Sep-03	GTS3	TS3	ATS3	6405.65	6490.95	6576.25	6661.35
1-Sep-03	GTS2	TS2	ATS2	6163.90	6249.20	6334.50	6419.70
1-Sep-03	GTS1	TS1	ATS1	5922.35	6007.65	6092.95	6178.10
1-Sep-03	GTSA	TSA	ETA	5513.05	5598.35	5683.70	5768.85
1-Sep-03	GTSB	█	ETB	5277.30	5362.55	5447.75	5533.05
1-Sep-03	GTSC	TSC	ETC	4961.70	5036.90	5112.10	5187.10
1-Sep-03	GTSD	TSD	ETD	4812.40	4877.35	4942.25	5007.15
1-Sep-03	GTSE	TSE	ETE	4675.45	4740.35	4805.30	4870.15

TECHNICAL SALARY SCHEDULES - BELLEVILLE AND BRAMALEA

				PROGRESSION SCHEDULE IN MONTHS			
				MINIMUM		MAXIMUM	
				RATE			
(A)	GRADE		(C)	0	12	24	36
	(B)			\$	\$	\$	\$
26-Feb-04	GTS3	TS3	ATS3	6586.35	6673.30	6760.30	6847.10
26-Feb-04	GTS2	TS2	ATS2	6339.80	6426.80	6513.75	6600.65
26-Feb-04	GTS1	TS1	ATS1	6093.45	6180.45	6267.45	6354.25
26-Feb-04	GTSA	TSA	ETA	5676.05	5763.05	5850.10	5936.90
26-Feb-04	GTSB	TSB	ETB	5435.60	5522.60	5609.45	5696.45
26-Feb-04	GTSC	TSC	ETC	5113.80	5190.50	5267.15	5343.70
26-Feb-04	GTSD	TSD	ETD	4961.55	5027.80	5093.95	5160.15
26-Feb-04	GTSE	TSE	ETE	4821.90	4888.05	4954.30	5020.40

TECHNICAL SALARY SCHEDULES - BELLEVILLE AND BRAMALEA

PROGRESSION SCHEDULE IN MONTHS

MINIMUM MAXIMUM

RATE RATE

	(A)	GRADE (B)	(C)		0	12	24	36
--	-----	--------------	-----	--	---	----	----	----

					\$	\$	\$	\$
--	--	--	--	--	----	----	----	----

26-Feb-05	GTS3	TS3	ATS3		6679.05	6767.30	6855.55	6943.65
26-Feb-05	GTS2	TS2	ATS2		6428.90	6517.15	6605.40	6693.55
26-Feb-05	GTS1	TS1	ATS1		6179.00	6267.25	6355.50	6443.60
26-Feb-05	GTSA	TSA	ETA		5755.50	5843.75	5932.05	6020.15
26-Feb-05	GTSB	TSB	ETB		5511.55	5599.80	5687.95	5776.20
26-Feb-05	GTSC	TSC	ETC		5185.05	5262.85	5340.65	5418.30
26-Feb-05	GTSD	TSD	ETD		5030.60	5097.80	5164.95	5232.05
26-Feb-05	GTSE	TSE	ETE		4888.90	4956.05	5023.25	5090.35

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

BARGAINING UNIT SPECIALIST SALARY SCHEDULES - BELLEVILLE AND BRAMALEA

PROGRESSION SCHEDULE IN MONTHS

GRADE	MINIMUM RATE	PROGRESSION SCHEDULE IN MONTHS					MAXIMUM RATE
		6	12	18	24	36	
	\$	\$	\$	\$	\$	\$	\$
26-Feb-03 A	4906.65	4963.50	5021.30	5080.15	5140.15	5201.10	5263.15
26-Feb-03 B	5182.65	5242.55	5303.50	5365.65	5428.90	5493.30	5558.80
26-Feb-03 C	5901.50	5937.65	5973.75	6009.95	6046.15	6082.30	6118.50
26-Feb-03 D	6380.10	6416.25	6452.40	6488.60	6524.80	6560.90	6597.05

PROGRESSION SCHEDULE IN MONTHS

GRADE	MINIMUM RATE	PROGRESSION SCHEDULE IN MONTHS					MAXIMUM RATE
		6	12	18	24	36	
	\$	\$	\$	\$	\$	\$	\$
1-Sep-03 A	4954.05	5011.50	5069.85	5129.30	5189.90	5251.45	5314.15
1-Sep-03 B	5232.85	5293.30	5354.90	5417.65	5481.55	5546.60	5612.75
1-Sep-03 C	5958.85	5995.40	6031.85	6068.40	6104.95	6141.45	6178.05
1-Sep-03 D	6442.25	6478.75	6515.25	6551.85	6588.40	6624.85	6661.35

PROGRESSION SCHEDULE IN MONTHS

GRADE	MINIMUM RATE	PROGRESSION SCHEDULE IN MONTHS					MAXIMUM RATE
		6	12	18	24	36	
	\$	\$	\$	\$	\$	\$	\$
26-Feb-04 A	5106.00	5164.60	5224.10	5284.75	5346.55	5409.30	5473.25
26-Feb-04 B	5390.35	5452.00	5514.80	5578.80	5643.95	5710.30	5777.75
26-Feb-04 C	6130.70	6168.00	6205.15	6242.45	6279.70	6316.90	6354.25
26-Feb-04 D	6623.70	6660.90	6698.15	6735.45	6772.70	6809.90	6847.10

PROGRESSION SCHEDULE IN MONTHS

GRADE	MINIMUM RATE	PROGRESSION SCHEDULE IN MONTHS					MAXIMUM RATE
		6	12	18	24	36	
	\$	\$	\$	\$	\$	\$	\$
26-Feb-05 A	5177.15	5236.60	5296.95	5358.50	5421.20	5484.85	5549.75
26-Feb-05 B	5465.60	5528.15	5591.90	5656.85	5722.95	5790.25	5858.70
26-Feb-05 C	6216.80	6254.60	6292.30	6330.15	6367.95	6405.70	6443.60
26-Feb-05 D	6716.95	6754.70	6792.45	6830.35	6868.15	6905.85	6943.65

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

Grade	Minimum	Incremental Step
ETT	\$3,346.05	\$39.10

38.3.2 TECHNICAL TRAINEE SALARY SCHEDULES

BELLEVILLE AND BRAMALEA

Effective September 1, 2003

Grade	Minimum	Incremental Step
ETT_x	\$3,379.50	\$39.50

38.3.3 TECHNICAL TRAINEE SALARY SCHEDULES

BELLEVILLE AND BRAMALEA

Effective February 26, 2004

Grade	Minimum	Incremental Step
ETT_{...}	\$3,447.10	\$39.90

38.3.4 TECHNICAL TRAINEE SALARY SCHEDULES

BELLEVILLE AND BRAMALEA

Effective February 26, 2005

100

Grade	Minimum	Incremental
ETT	\$3,498.80	Step \$39.70

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.

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 1st each **year**.
- c) Progression increases may be withheld for **just cause**.

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")

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 re-rated 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**.

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

Bonnie Lee Her

Marilyn H. Spencer

DATED: Feb 19, 2003

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

- 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, 205 Placer Court, Toronto, Ontario **M2H 3H9**.
- 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

Dennis Lee Her

on behalf of the Union

DATED: Feb 14, 2023

***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 employee; 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

Samie Lee

Marilynne L. [Signature]

DATED: Feb. 13 2003

ARTICLE 41 - MODIFICATION, RENEWAL AND TERMINATION

- R 41.1 This Agreement shall become effective on the 26th Day of February, 2003 and shall remain in **full force and effect up to and inclusive of February 25th, 2006.** 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

Dennis Lee

Marilyn L. Lippincott

DATED: Feb. 13 2003

IN WITNESS hereof the parties thereto have executed this Agreement on the 26th day of February, 2003.

NATIONAL AUTOMOBILE AEROSPACE, TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA, (CAW-CANADA) AND ITS LOCALS 1530 (BELLEVILLE), AND 1535 (BRAMPTON):

National Representative Marilynne Lesperance

Brampton Dennis Rogers

Belleville Mary-Jane MacKinnon
 Larry Doyle
 Chris Thompson

FOR NORTEL NETWORKS LIMITED:

Spokesperson Bonnie Lane-Heer

Brampton Tracy Hoskins
 Cathy Currie

Belleville Lori Gatward
 Randy Rombough
 Gareth Metcalfe

LETTERS OF UNDERSTANDING

MASTER AGREEMENT

LETTER #1

BANKING OF OVERTIME

R

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 for salaried employees, and Appendix C - Article 10 or Appendix C - Article 11, **as** applicable, for hourly employees.
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. 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.
4. All banked overtime must be taken **as** time off and must be taken within three months **of** the week in which the overtime was earned or, with the employee's agreement, within 12 months of that work week. Monetary compensation will be limited to situations in which the employee is separating from the Company.

FOR **THE** COMPANY

FOR THE UNION

Samuel Lee Nes. Marilyn H. [Signature]

DATED: Feb 17, 2003

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.

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

Bonnie Laeth Manjune Deshpande

DATED: Feb. 13 2003

110

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

Bonnie Lae He

Marilyn Espinoza

DATED: Feb. 13 2003

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

Bernie Lee Han

Marilyn L. Espino

DATED: Feb. 13 2003

**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

Bonnie Leath

Marilyn Whisner

DATED: Feb. 2003

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.

- R** To facilitate the program outlined below, a joint committee shall be formed at each location, membership to consist of one (1) representative from the Company and one (1) 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.

- R** It is agreed that when opportunities for rehabilitation become apparent, the employee and/or his/her 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.

- N** The parties agree that the term "physician" as used within this letter shall mean physician within the relevant specialty of disability.

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

Jeanne Lae Sk

Marilyn Levesque

DATED: Feb. 19 2003

ISSUE 1

"Buff"

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**
- Characterflicker
- 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.

FOR THE COMPANY

FOR THE UNION

Bonnie LaFleur

Marilynn Lesperance

DATED: Feb. 14, 2003

()

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

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.

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** processed

ANNUAL DAY OF MOURNING

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

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.

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.

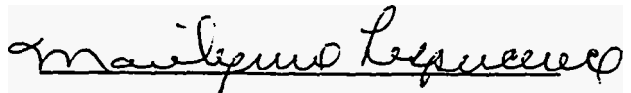
HEALTH AND SAFETY TRAINING

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: Feb 18, 2003

ISSUE 1

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.

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.

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.

126

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*

FOR THE UNION

Barrie Lee Hen

Marilyn Lepiano

DATED: Feb. 13 2003

ISSUE 1

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.

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.

FOR THE COMPANY

FOR THE UNION

Bonnie LaHue

Marilyn L. Spencer

DATED: Feb. 13 2003

**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.



FOR **THE COMPANY**

FOR THE UNION

Bonnie Lee Hays Dr. Marilyn Kuperavicz
DATED: Feb. 13 2003

**LETTERS OF UNDERSTANDING
MASTER AGREEMENT**

LETTER #12

WORKPLACE HARASSMENT

R

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 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.

FOR THE *COMPANY*

FOR THE UNION

Samuel Lae Hen

Manlyne Lesperance

DATED: *Feb. 14, 2003*

ISSUE 2

125

LETTERS OF UNDERSTANDING

MASTER OF AGREEMENT

LETTER #13

BONA FIDE RELIGIOUS HOLIDAYS

R 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 time off shall either be without pay or through utilization of outstanding/accrued vacation.

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.

■
v

FOR THE COMPANY

FOR THE UNION

Donna Beth

Mailemu Lepidua

DATED: Feb 18, 2003

ISSUE 1

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 Limited.

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.

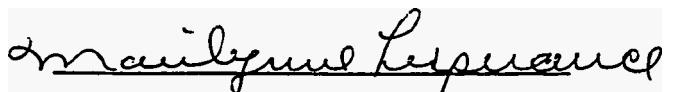
1. The provisions of the Collective Labour Agreement remain in effect for the employee.
2. Telecommuting will commence and continue based on mutual consent of the Company and the employee.
3. The employee retains some form of work space at the main Company location and electronic access to co-workers 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 Limited. It provides a basis for discussion of critical areas that would require agreement after fully considering the needs of the employee, the Company, and the Union.

FOR THE COMPANY

FOR THE UNION





DATED: Feb. 18, 2003

LETTERS OF UNDERSTANDING

MASTER AGREEMENT

LETTER #15

'MOVETO A NEW LOCATION (BRAMPTON)

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, 2006, 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.

FOR THE COMPANY

Dennis Lee Ho

FOR THE UNION

Maureen Hyslop

DATED: Feb 17 2003

ISSUE 1

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.

FOR THE COMPANY

Bernie [Signature]

FOR THE UNION

Maureen [Signature]

DATED: Feb. 17, 2003

ISSUE 1

LETTERS OF UNDERSTANDING

MASTER AGREEMENT

LETTER #17

RE: PREFERENTIAL HIRING

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.



FOR THE COMPANY

FOR THE UNION

Bonnie Lae Ho

Arailynne Lesperance

DATED: 17 Feb 2003

LETTERS OF UNDERSTANDING

MASTER AGREEMENT

LETTER # 18 TUITION REFUND

R 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.

N Those employees who are in receipt of notice of surplus or notice of layoff issued pursuant to Article 11 of the Collective Labour Agreement are not eligible to initiate a tuition refund under this Program.

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.

N The parties agree that the provisions of this Letter will remain inoperative until the first quarter after the Company publicly announces in a press release that it has made a profit based on *pro forma* earnings from continued operations. For the period of time that this Letter is inoperative, for those employees who had already secured management approval and commenced a Program of Education prior to the signing of this letter, the Company agrees to honour the remaining balance of the financial commitment made during the life of the previous Collective Labour Agreement.

FOR THE COMPANY

Bonnie Lee He

FOR THE UNION

Dr. Marilyn R. Responde

DATED: Feb 18 2003

ISSUE 3

APPENDIX "A"

RECOGNITION- LONDON/PLANT STATUS

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.

FOR THE COMPANY

FOR THE UNION

Barbara Paetzler

Marilyn Hyslop

DATED: Feb 14, 2000

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 Limited, 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 professional recognition and pursuing studies towards full recognition.

FOR THE COMPANY

FOR THE UNION

Bonnie MacKenzie

Marilynne Lippman

DATED: Feb. 14, 2003

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 Limited, 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 #13, Appendix "B" (Brampton Headquarters - Salaried).

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.

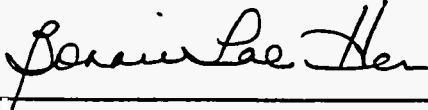
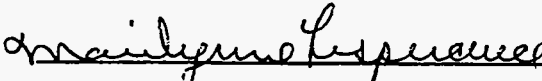
In any one year, no more than 3% of the number of eligible technical staff will be classified as engineering associates provided the individual has so requested. The criteria for classification as an engineering associate will be as follows:

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

FOR THE UNION


_____ 

DATED: Feb. 17 2003

APPENDIX "A"

KINGSTON WORKS

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

FOR THE UNION

Bernard Lau

Wendy Lynn Chapman

DATED: Feb 14, 2002

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 ManagementOperations 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.

FOR THE COMPANY

FOR THE UNION

Bonnie Lee He

Marilyn Responde

DATED: Feb 18, 2003

ISSUE 2

APPENDIX "B"

LETTER #2

RE: RECOGNITION - BRAMALEA

R 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 specialist 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

FOR THE UNION

Donna Lee

Marilyn Lesperance

DATED: Feb 14.2003

ISSUE 1

140

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

Bernie Laethen

Marilynne Lepore

DATE: Feb. 14, 2003

ISSUE 1

APPENDIX "B"

LETTER #4

RE: EMPLOYEES DISPLACED THROUGH TECHNOLOGICAL CHANGE

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

- a) displacing 10 or ~~more~~ employees in the bargaining unit, or,
- 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.

FOR THE COMPANY

FOR THE UNION

Dennis Lee Her

Marilynn Espinosa

DATED: Feb. 14. 2003

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.

R

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, as required, and will be scheduled in a timely manner.

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.

FOR THE COMPANY

FOR THE UNION

Bonnie Loefer

Marilynne Lippman

DATED: Feb. 14, 2003

ISSUE 1

APPENDIX "B"

LETTER #6

RE: LONG TERM DISABILITY

R Employees who return to active employment within the bargaining unit after receiving Long Term disability benefits **will be credited** with Seniority and Continuous Service based on former active employment, and will be credited with pensionable service 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

Samir Patel

Sharilynn Respiance

DATED: Feb. 14, 2003

ISSUE 1

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

Bernie Lee Her

Mailegno Lespina

DATED: Feb. 14, 2003

APPENDIX "B"

LETTER #8

RE: MEDICAL RESTRICTIONS

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

Barbara P. H. H.

Marilynne Lespina

DATED: Feb. 14, 2003

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.

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: Feb. 14. 2003

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 (1½) hours pay per day
- Saturday, Sunday and Company 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 emergency, employees **who** are required to be on standby shall be advised at least twenty-four (24) hours before the assignment commences.

FOR THE COMPANY

FOR THE UNION

Donna Baerker

Marilyn Leppan

DATED: Feb. 14, 2003

ISSUE 1

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.

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.

FOR THE COMPANY

FOR THE UNION

Bonnie Partridge Marilyn Lesperance

DATED: Feb. 14, 2003 150

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.

FOR THE COMPANY

FOR THE UNION

Bonnie Sae Her

Marilynn Lesperance

DATED: Feb. 14. 2003

APPENDIX "B"

LETTER #13

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.

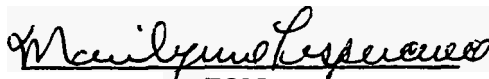
The Union also agrees that it shall not **file** further grievance(s) of a similar kind to those listed in Outside Letter of Understanding #1, dated October 10, 1996, nor shall it assert in **any other way, any claim, or pursue a remedy of any kind in any forum** asserting that it is the bargaining agent 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.



FOR THE COMPANY



FOR THE UNION

DATED: Feb. 17 2003

ISSUE 2

APPENDIX "C"

ARTICLE 1 - LONDON WORKS

RECOGNITION/PLANT STATUS

- 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.

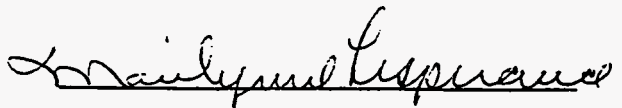
Employees who have not terminated their employment hold certain ongoing rights, such as recall rights and layoff allowance, described in Master Articles of this Agreement.

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.

FOR THE COMPANY

FOR THE UNION





DATED: Feb 17 2003

ARTICLE 2 - BELLEVILLE

RECOGNITION

- R 1.1 The Company recognizes the Union as the exclusive bargaining agency of all employees of Nortel Networks Limited 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".
- N 1.2 The parties acknowledge that the Company ceased manufacturing activity at Belleville Works in the year 2000 (the "manufacturing exit").

Employees who were surplus in the course of the manufacturing exit and who have not yet terminated their employment hold certain ongoing rights, such as recall **rights** and entitlement to layoff allowance, as described in the Master Articles of the Collective **Labour** Agreement.

The Articles and Letters of "Appendix C" in the previous Collective Labour Agreement, referenced below, are suspended (i.e. **are** no longer operative or effective - the "Suspended Provisions"). However, it is agreed that in the event the Company establishes in Belleville a manufacturing facility and employs manufacturing employees, the Suspended Provisions will serve as a basis for discussion between the Union and the Company regarding local terms and conditions of employment that would apply to such manufacturing employees of the Company.

The Suspended Provisions are:

Article 10 - Promotions and Downgrading - Wage Administration

Article 11 - Job Evaluation

Article 17 - Surplus **and** Fluctuations Layoff, Recall and Return to Bargaining Unit
(Belleville)

Article 24 - **Hours** of Work (Belleville)

Article 26 - Medical Restrictions (Belleville) ..

Letter 1 - Rate Protection

Letter 3 - Overtime (Belleville)

Letter 4 - Job **Rotation** (Belleville)

Letter 6 - Severe Weather Absences (Belleville)

Letter 7 - Administration of Random Days of Vacation (Belleville)

Letter 9 - Ergonomics (Belleville)

FOR THE COMPANY

FOR THE UNION

James Leith Pauline Leith

DATED: Feb. 17 2003

ISSUE 1

ARTICLE 3 – KINGSTON WORKS

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**

FOR THE UNION

Genie Lester

Marilyn Leppard

DATED: Feb. 17 2003

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.

FOR THE COMPANY

FOR THE UNION

Dennis Lee

Marilyn Dupre

DATED: Feb. 17 2003

ARTICLE 5 – BRAMALEA

RECOGNITION

- R** 1.1 The Company recognizes the Union **as** the bargaining agent of all employees of Nortel Networks Limited 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, installation and those persons described in Letter of Agreement 6 of Appendix C (Brampton Headquarters – Hourly).

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.

- N** 1.2 The parties **acknowledge** that the Company ceased all manufacturing activity effective September 1, 1999 when it sold its manufacturing business to CTDI. **CTDI** became the successor employer of the employees of the manufacturing business, currently located on Argentia Road, Mississauga, and is bound to a Collective Labour Agreement with the C.A.W.

The Articles and Letters of "Appendix C" in the previous Collective Labour Agreement referenced below are suspended (i.e. are no longer operative or effective – the "Suspended Provisions"). In the event that the Company establishes in Brampton, Ontario, a manufacturing facility and employs manufacturing employees, the Suspended Provisions will serve **as** a basis for discussion between the Union and the Company regarding local terms and conditions of employment that would apply to such manufacturing employees of the Company.

The Suspended Provisions are:

Article 10 – Promotions and Downgrading – Wage Administration

Article 11 – Job Evaluation

Article 18 – Lack of Work, Layoff and Recall (Bramalea)

Article 19 – Job Posting (Bramalea)

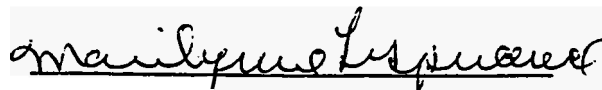
Article 20 – Vacations (Bramalea)

Article 21 - Medical Restrictions (Bramalea)
Article 22 - Hours of Work (Bramalea)
Letter 1 - Rate Protection
Letter 10 - Inactive Skilled Trades (Bramalea)
Letter 11 - Grievances (Bramalea)
Letter 12 - Conditions Governing **Third Shift** (Bramalea)
Letter 15 - Protection for Employees on Relocation of Operations of Jobs (Bramalea)
Letter 16 - Posting Procedure (Bramalea)
Letter 17 - Appendix **C** - Article 18 (Bramalea)
Letter 19 - Bump to Former Job (Bramalea)

FOR THE COMPANY



FOR THE UNION



DATED: Feb 18 2003

APPENDIX "C"

ARTICLE 6

HOURLY-RATED PROVISIONS

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.

1

FOR THE COMPANY

FOR THE UNION

Barrie Lee Her

Pauline K. [Signature]

DATED: Feb 17 2003

160

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.

FOR THE COMPANY

Samuel Laertes

FOR THE UNION

Travis M. Lyman

DATED: Feb 17 2003

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.

FOR THE COMPANY

FOR THE UNION

Sandra Lee

Marilyn K. [unclear]

DATED: Feb. 17 2003

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 injury/sickness at his/her regular rate of pay. If an employee is required to see a doctor for treatment of an occupational injury/sickness subsequent to the day of the occupational injury/sickness 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.
- 9.2 Employees who have been downgraded due to a medical restriction caused by occupational injury/sickness for which a W.S.L.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.

FOR THE COMPANY

FOR THE UNION

Marilyn Desjardins

DATED: Feb. 17, 2003

**ARTICLE 10 – OVERTIME
BRAMALEA (ONLY)**

- 10.1 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)**.
- 10.2 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**.
- 10.3 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.
- 10.4 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.
- 10.5 Employees shall receive regular holiday pay in addition **to** double time for all hours worked on Company Holidays.
- 10.6 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.
- 10.7 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.

10.8 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.

10.9 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**.

10.10 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.

10.11 When jobs (or departments) are combined, affected employees will have their overtime opportunity hours zeroed immediately.

FOR THE **COMPANY**

FOR THE **UNION**

Samuel Lee

Marilyn Responde

DATED: Feb. 17, 2003

ISSUE 1

APPENDIX "C"

R

ARTICLE 11 – OVERTIME BELLEVILLE (ONLY)

- 11.1 The number of straight time hours in any one **shift** shall not exceed eight (8) hours.
- 11.2 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.
- 11.3 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.
- 11.4 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.
- 11.5 Employees shall receive regular Holiday pay in addition to double time for all hours worked on a Company Holiday.
- 11.6 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.
- 11.7 Employees on the third shift shall be paid time and one-half for the period ~~from~~ 11:00 p.m. to midnight Friday.
- 11.8 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.
- 11.9 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.

11.10 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**.

11.11 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.

- 11.12 In the case of a grievance, the Committeeperson will have access to such records as are available in respect to overtime hours.
- 11.13 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

Bonnie Peeth

Marilyn H. [Signature]

DATED: Feb. 17, 2003

ISSUE 1

R

**ARTICLE 12 - SKILLED TRADES
BRAMALEA (ONLY)**

12.1 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

170

12.2 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

Jonnie Lee Hen

FOR THE UNION

Mailemote success

DATED: Feb 17, 2003

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.
- 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.

FOR THE COMPANY

FOR THE UNION

Javier Lopez

Marilyn Espinoza

DATED: Feb. 17, 2003

ISSUE 1

ARTICLE 14 - SKILLED TRADES

R 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 12 (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

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.

- R** 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 applicable hourly Surplus provisions, with no **loss** of seniority.
- R** (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 12 (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.

N It is agreed between the parties that **14.7** will not apply to Brampton Local **1535**.

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.

N It is agreed between the parties that **14.8** will not apply to Brampton Local **1535**.

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.

R 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 maximum of (2) representatives from the Company and from the local Union.

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.
- R 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 applicable **Surplus** provisions.

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

Lawrence L. ...

FOR THE UNION

Marilyn ...

DATED: Feb. 17, 2003

ISSUE 1

180

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

Bonnie Baxter

Marilyn L. Spence

DATED: Feb. 17, 2003

APPENDIX "C"

R

LETTER #1

RE: APPENDIX C, ARTICLE 14.13

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.

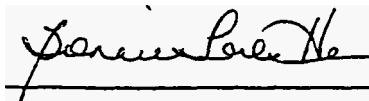
The discussion alluded to in Appendix C, Article 14.13 will entail the nature, scope **and** approximate dates of the work to be performed and the reason or reasons why management is contemplating contracting out the work.

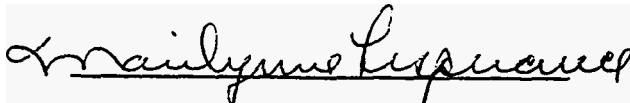
Where time and circumstances permit, local management will hold these discussions prior to letting out the contract.

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

FOR THE UNION





DATED: Feb 17, 2003

APPENDIX "C"

()

R

LETTER #2

STATIC CONDUCTIVE SAFETY SHOES



R

In areas where safety and/or static conductive footwear is mandatory, as determined by the Company, employees will be provided one (1) pair of the required footwear free of charge, once per calendar year. Such shoes must be acquired at the corporate approved supplier.

The Company will maintain a list of approved suppliers and styles.



FOR THE COMPANY

FOR THE UNION

Bennett

Marilyn H. ...

DATED: Feb. 17, 2003

LETTER #3

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.

I'

FOR THE COMPANY

Bernie Perthes

FOR THE UNION

Tracy M. Kasper

DATED: *Feb. 17, 2003*

APPENDIX "C"

R

LETTER #4

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

Samuel Lee

Maileyn Lopez

DATED: Feb. 17. 2003

LETTER #5

**SKILLED TRADES MOVEMENT
BRAMALEA (ONLY)**

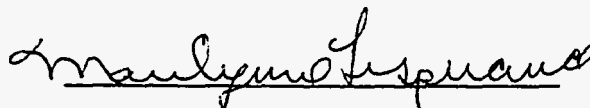
In order to address the Union's proposal to allow for movement between the Bramalea trades classifications, it is agreed that the following procedure will apply.

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 same trades group.

FOR THE *COMPANY*

FOR THE UNION

DATED: Feb. 17, 2003

APPENDIX "C"

R

LETTER #6

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

Bonnie Paeth

FOR THE UNION

Marilyn Lupanaru

DATED: Feb. 17, 2003

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.

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, 2003** to and including December **31, 2005**.

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:

<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 paragraphs **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

- (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 employee at the time of the employee's death; or
- b) 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

- R 2.1** Effective April 1, 2003, the Company will provide a Supplementary Hospital Plan that covers semi-private or private room and board above the provincial ward rate up to a daily maximum of \$175. The cost for this Plan will be paid by the Company, 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, 3.4, 3.5 and 3.6 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, 2003, the Extended Health Care Plan will be amended to cover services of a clinical registered psychologist to a maximum of \$750 per calendar year. Registered masseur, qualified speech therapist and registered chiropractor will continue to be limited to a combined maximum of \$750 per calendar year.

- R 3.3** Effective April 1, 2003 the Extended Health Care Plan will be amended to include a \$15,000 lifetime maximum per disability for the services of a Registered Nurse (RN), Registered Nursing Assistant (RNA) and Licensed Practical Nurse (LPN), if prescribed by the attending physician.

Services of a 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, 2003, drug coverage under the Extended Health Care Plan will be amended to exclude over-the-counter drugs. Only drugs that legally require a prescription and have an assigned Drug Identification Number (DIN) will be eligible under the plan.

- N 3.5** Effective April 1, 2003, coverage for wheelchairs will be amended to include coverage for electric wheelchairs at 50% reimbursement in excess of the Assistive Devices Program (ADP) approved coverage, up to a lifetime maximum of \$10,000 after ADP has approved the use of, and made payment for such wheelchair.

- N 3.6** Effective April 1, 2003, powered hospital beds will be covered under the plan at the same "reasonable and customary" rate that is applied to manual hospital beds.

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, 2003, the maximum payment under this Plan will be increased to \$200
- R 4.3 Effective April 1, 2004 the maximum payment under this Plan will be increased to \$210
- R 4.4 Effective April 1, 2005, the maximum payment under this Plan will be increased to \$220
- N 4.5 Effective April 1, 2003 this Plan will be amended to include coverage for laser eye surgery up to the maximum payment amounts in effect **as** stated for each of the plan years noted above.

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 and 5.5 below, with coverage for expenses incurred from April 1, 2003 up to December 31, 2003, on the basis of the 2003 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, 2004, the 2004 Ontario Dental Association Schedule for General Practitioners will apply.
- R 5.3 Effective January 1, 2005, the 2005 Ontario Dental Association Schedule for General Practitioners will apply.
- R 5.4 Effective January 1, 2006, the 2006 Ontario Dental Association Schedule for General Practitioners will apply **up to March 31, 2006**.
- R 5.5 Effective April 1, 2003, two units of scaling will be covered under preventive services

6. SHORT TERM DISABILITY PLAN

- R 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 except **as** indicated in 6.2, 6.3, 6.4 and 6.5 **below**.
- N 6.2 Effective April 1, 2003 the definition of “Totally Disabled” will be **as** follows:
You are considered totally disabled for STD purposes when a physician submits objective, clinical documentation (i.e./ lab tests, X-rays, medical reports, etc.) that proves

you are not able to perform the essential functions of your occupation or any job in the bargaining unit. **This** means:

- you have a medical impairment due to injury, illness, or disease which prevents you from performing, in any setting, the essential functions of your occupation performed just before you became totally disabled, and
- you cannot carry out these functions with or without reasonable accommodation for the limitations resulting from your disability.

The availability of work for the employee does not affect the determination of “totally disabled”. The employee must be under the **regular** care of a physician throughout the STD period.

- N** 6.3 Effective April 1, 2003, employees on STD **who** return to work on a rehabilitation program will have their benefit payments calculated **as** follows:
- Hours worked will be paid based on pre-disability rate plus COLA;
 - **Hours** not worked will be paid based on the STD rate.
 - If benefits from all sources of income exceeds 100% of the pre-disability base rate plus **COLA**, benefits will be reduced by the amount of income that exceeds such 100% level.
- N** 6.4 Effective April 1, 2003, employees on STD who return **to** work on a rehabilitation program will receive the same STD duration **period** of 52 consecutive weeks **as** those disabled employees who do not participate in **a** rehabilitation program. Their STD duration will no longer be extended **by** the number of hours worked on the rehabilitation program.
- N** 6.5 Effective April 1, 2003, the Company reserves the right to subrogate to an employee’s right of **recovery** in litigation in which the employee seeks to recover from a third party damages **for** wages **lost** following a motor vehicle accident.,

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, 7.4, 7.5, 7.6 and 7.7 below.
- R** 7.2 Effective April 1, 2003, **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 28, 2003.

Benefit Group

Monthly Income

1	\$1950
2	\$2075
3	\$2350
4	\$2625
5	\$3150

R 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 - for any employee who is receiving LTD benefits prior to April 1, 2003.

N 7.4 Effective April 1, 2003, employees on LTD who return to work on a rehabilitation program will have their benefit payments calculated as follows:

- Hours worked will be paid based on pre-disability rate plus COLA;
- Hours not worked will be paid based on LTD payment schedule;
- If benefits from all sources of income exceeds 100% of the pre-disability base rate plus **COLA**, benefits will be reduced by the amount of income that exceeds such 100% level.

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. STB is only available to employees currently receiving LTD benefits prior to April 1, 2003.

R 7.5 Effective April 1, 2003, 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:

You are considered totally disabled when a physician submits objective, clinical documentation (i.e./ lab tests, X-rays, medical reports, etc.) that proves you **are** not able to perform the essential functions of your occupation or any job in the bargaining unit. This means:

- you have a medical impairment due to injury, illness, or disease which prevents you from performing, in any setting, the essential functions of your occupation performed just before you became totally disabled, and
- you cannot carry out these functions with or without reasonable accommodation for the limitations resulting from your disability.

The availability of work for the employee does not affect the determination of “totally disabled”. The employee must be under the regular care of a physician throughout the LTD period.

- R** 7.6 Effective, April 1, 2003, if it is confirmed that an employee is approved for primary disability benefits under the Canada Pension Plan, this employee will no longer automatically be eligible for benefits under the L.T.D. Plan. **This** does not apply to employees who have already been approved for primary disability benefits under the Canada Pension Plan.
- N** 7.7 Effective April 1, 2003, the Company reserves the right to subrogate to an employee’s right of recovery in litigation in which the employee seeks to recover from a third party damages for wages lost following a motor vehicle accident.,

8. GROUPLIFE 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 except as indicated in 8.2 below:

- R** 8.2 Effective April 1, 2003, the Group Life insurance Part I benefits will increase to:

Benefit Group	Amount of coverage
1	\$76,000
2	\$77,500
3	\$80,000
4	\$83,500
5	\$87,000

- N** Part I life insurance coverage **will** reduce by 50% immediately at age 65 or at retirement, whichever is earlier, and will continue to reduce 5% per year thereafter until it reduces to a minimum amount of \$25,000.

- N** The above increases to Group Life insurance Part I will apply to active employees effective April 1, 2003. Employees on LTD prior to April 1, 2003, will not be eligible for **Part I** increases or minimum amount of \$25,000, as outlined above, unless they **return** to active full-time duty for a minimum of sixty (60) consecutive days.

8.3 The Company will continue to provide, life insurance **through** Group Life Insurance Plan - Part II, hereinafter called “Part II”, as in effect immediately prior to the term of the Agreement payable in full by the employee, except as indicated in 8.4 below:

- R** 8.4 Effective April 1, 2003, the group life insurance coverage Part II will be amended to no longer allow continuation of Part II coverage at retirement for those employees who proceed to retirement on or after April 1, 2003. Part II coverage will cease at age 65 or upon retirement, whichever occurs first.

9. SURVIVOR TRANSITION BENEFIT PLAN

- R** 9.1 The Company will no longer continue to provide a Survivor Transition Benefit Plan **as** in effect immediately prior to the term of the Agreement **except as** indicated in **9.2** below.
- N** 9.2 Effective April 1, 2003, the Company will no longer provide Survivor Transition Benefits to active employees and future retirees. In the event of **an** active employee's death, the active employee's survivor will continue to have coverage under the health, vision and dental plans for up to sixty (60) consecutive months paid by the Company. Employees receiving LTD benefits prior to April 1, 2003, will continue to be eligible for STB coverage while on LTD, but will no longer be eligible for STB coverage upon returning to active, full-time duties at work for a period of sixty (60) calendar days or upon proceeding to retirement.

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 **2%** on the **2002** schedule on January 1, **2003**; increased by **2%** on the **2002** schedule on January 1, **2004**; and increased by **2%** on the **2002** schedule on **January 1, 2005**.
- 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.
- 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.
- 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

- 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.

R The Company will continue to provide the Savings and Retirement Program, that became effective January 1, 2001, described in 11.6 and 11.7 below. Employees whose PSD is on or after January 1, 2001 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.
- 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, 2003	Jan 1, 2004	Jan 1, 2005
1	\$52.00	\$53.00	\$53.00
2	\$54.00	\$55.00	\$55.00
3	\$57.00	\$58.00	\$58.00
4	\$58.00	\$59.00	\$59.00
5	\$61.00	\$62.00	\$62.00

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, 2003 will receive a normal pension benefit equal to 95% 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 65	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

80% of percentage

Monthly - paid in month of the increase C.P.I.: max. 6% payout

Folded in annually anniversary month 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:

<u>Month of Birthday Anniversary</u>	<u>Twelve (12) Month Upward Change* in C.P.I. for the Month of</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

R 11.6 The Company will continue to provide a Savings and Retirement Program that became effective January 1, 2001. 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.
- ◆ Effective April 1, 2003, the retiree life insurance coverage will be based on **50%** reduction to group life insurance Part I coverage and **5%** reduction per year thereafter, until it reduces to **\$30,000**. To avoid a taxable benefit, the employee could elect coverage that would pay a \$10,000 death benefit.

N

R 11.7 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.

200

12. OTHER COMPANY PLANS

12.1 The Company proposes to continue the following in effect immediately prior to the term of the Agreement except **as** indicated in 12.2 below.

- 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

201

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.

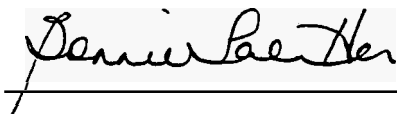
13.9 The Union consents to the application by the Company, through partial funding **of** the latter's costs in providing improved employee benefits in accordance with the Agreement **and** with prior Collective Labour Agreements between the Union and the Company, of the reductions equal to at least 5/12th that have been or may be granted to the Company **as** to employer's premiums under the Employment Insurance Act.

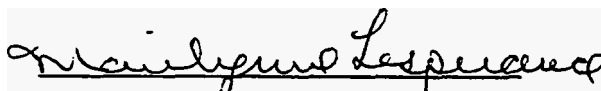
13.10 The Company shall have the exclusive right to determine and change the method and terms **of** financing the Company Health Care Plans, Group Life Insurance - **Parts I** and II and the Dependent Life Plan provided under the Agreement, subject to the following conditions:

- 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





DATED: Feb. 19. 2003

ISSUE 1

202