

COLLECTIVE AGREEMENT

BETWEEN

Computing Devices Canada, Ltd.

AND

**Employees' Association
Computing Devices Canada**

Effective

1 October 1992

to

30 September 1994 inclusive

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COLLECTIVE AGREEMENT

Between

**Computing Devices Canada, Ltd. located at
Bells Corners, City of Nepean, Ontario,
hereinafter called 'THECOMPANY'.**

OF THE FIRST PART

and

**The Employees' Association, Computing Devices Canada
hereinafter called 'THE ASSOCIATION.**

OF THE SECOND PART

**Witnesseth that, in consideration of the mutual covenants and
agreements hereinafter contained, the parties hereto have
agreed as follows:**

ARTICLE 1 • PURPOSE OF AGREEMENT

1.01 It is the intent and the purpose of the parties hereto that ~~this~~ Agreement ~~will~~ promote the mutual interests of the Company and its employees by providing for the operation of the Company's plants ~~as~~ specified in the Recognition Clause of this Contract with due regard for quality and efficiency and for the safety and welfare ~~of~~ the employees, and to set forth a basic agreement covering rates of pay, hours of work and conditions of employment to be observed by the parties hereto.

The parties share a mutual interest in pursuing approaches which may result in greater efficiency, quality and improved job security.

ARTICLE 2 - RECOGNITION

2.01 The Company recognizes ~~the~~ Association ~~as~~ the sole collective bargaining agent for those employees located in plants or sites controlled by the Company in the National Capital Region. The Bargaining Unit will include all employees of the Company working in the aforementioned plants save and except:

- (a) ~~Supervisors~~ and persons above the rank of supervisor.
- (b) Staff of the salaried payroll.*
- (c) Members of the Bargaining Unit described in the Collective Agreement between the Company and ~~the~~ Salaried Employees' Alliance, Computing Devices.*
- (d) Senior Engineering Representatives.

- (e) Staff having access to confidential information relating to labour relations.
- (f) 1. Secretaries*
2. Personnel of the Human Resources Department including guards
3. Staff of the Budget Department
- (g) Field Service Representatives and Field Engineering Representatives.
- (h) **Co-Op** Students (Subject to Appendix "F").

* **LETTERS OF UNDERSTANDING DEFINING WHAT TYPE OF EMPLOYEES ARE INCLUDED UNDER THESE TERMS HAVE BEEN EXCHANGED AND AGREED TO BETWEEN THE PARTIES.**

2.02 The term "employee" or "employees" wherever used hereinafter in this Agreement shall mean employees in the collective Bargaining Unit as defined in 2.01 above unless otherwise provided.

ARTICLE 3 - CO-OPERATION

3.01 The Company will supply the Association with a copy of its Organization Charts and such amendments as may be issued from time to time.

- 3.02 The Association will supply the Company with a copy of its Constitution and By-Laws together with **amendments** thereto **and** with the names of employees who have ~~been~~ either elected ~~or~~ appointed Association Officers, and others authorized to represent the Association in dealing with the Company, and the Association agrees **to** keep this list up-to-date.
- 3.03 The Company reserves the right to restrict the number of employees who may be required to attend meetings and the period of time for which they are to attend from their regular occupations to handle complaints or grievances of **employees** or attend meetings arranged by management respecting **problems** relating to **this** Agreement, or perform other Association activities. The Company agrees that no unreasonable restriction shall be placed upon **the** number of employees required to attend **meetings** nor the period of time for which they are to attend.
- 3.04 It is understood that Association representatives have their regular work to perform on behalf of the Company, and that if it is necessary to service a grievance during **working** hours, they will not leave their work without **first** obtaining the permission of their supervisor. When resuming their regular work, Association representatives will report to their **supervisor** and if requested will give a reasonable explanation as to their absence. The Association representative who wishes to investigate a grievance in any Section other than the one in which they are employed, must **first** contact and secure the permission of the supervisor of the Section in which the investigation is to be made.

- 3.05 The Association agrees that loss of time and production will be kept ~~to~~ a minimum in administering the grievance procedure; and ~~on this~~ understanding the Company agrees to allow members of the Association reasonable time off during regular working hours, without ~~loss~~ of regular pay to service grievances and attend necessary meetings with the Company.
- 3.06 In the administration of this Agreement, the Association representatives meeting with the Company at the request ~~of~~ management will be paid for ~~such time as is so~~ taken up during regular working hours.
- 3.07 There shall be no solicitation of membership for the Association or collection of Association dues (except as may be authorized by this Agreement) during employees' working hours.
- 3.08 The Company will supply the Association with a current copy of such published Company Procedures ~~as~~ may apply to matters affecting employees in the ~~Bargaining~~ Unit and will endeavour to ~~notify~~ the Association on' changes to existing Company procedures which affect employees in the Bargaining Unit prior to implementation, except where such notification is not reasonably possible.
- 3.09 The Company and the Association agree to meet on a monthly basis ~~to consult on~~ or discuss major strategic issues of concern to either party unless it is agreed in any one month that such a meeting is not necessary.

3.10 All work customarily performed by the Company in its own plant with its own employees shall continue to be performed by the Company and its employees except in any of the following circumstances:

- (a) Where sub-contracting out is a condition (either written or implied) of obtaining any contracts for the Company.
- (b) Where sub-contracting out is necessary because of unavailability within the plant of adequate tools, equipment, and a qualified available working force to perform the work in question in an efficient manner within production schedules.

The Company will continue its current practice of advising the Association on work which is sub-contracted through the sub-contract review committee.*

* See Letter of Understanding

ARTICLE 4 • CHECK OFF

For the duration of this contract, the Company agrees that-

- 4.01 Each employee within the Bargaining Unit shall, as a condition of employment, be required to pay to the Association a sum equivalent to the dues levied from time to time by the Association upon its individual members. Such sum shall be deducted from the employee's pay by the Company and remitted to the Association.
- 4.02 Nothing in the foregoing shall compel any employee present or future, to join the Association.

- 4.03 In the case of a new employee, the first deduction in accordance with 4.01 above will commence on the employee's first pay.
- 4.04 A representative of the Human Resources Department will notify the Employees' Association Office Administration of each new employee, on or before their first day of work. The Association may in the first week introduce the employee to the relevant Area Representative and the employee shall be permitted to converse privately for a reasonable length of time.

ARTICLE 5 - MANAGEMENT FUNCTIONS

- 5.01 The Association recognizes the right of the Company to hire, retire, promote and demote, transfer, classify, suspend or otherwise discipline and discharge any employee, subject to the right of the employee concerned to lodge a grievance in the manner and to the extent herein provided.
- 5.02 The Association further recognizes the right of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities. in addition, the location of plants, the products to be manufactured, the schedules of production, the methods, processes and means of manufacturing are solely and exclusively the responsibility of the Company. The Company also has the right to make and alter from time to time, rules and regulations to be observed by employees which rules and regulations shall not be inconsistent with the provisions of this Agreement.

5.03 The Company shall not use its management rights for the purpose of limiting or restricting the ~~rights~~ of its employees herein expressly granted.

5.04 Under normal circumstances supervisors' duties are of a supervisory nature. Their principal responsibility is to plan the work in proper sequence and to direct and guide their staff in a safe and proper performance of that work. Work done by a supervisor which is also performed by members of the Bargaining Unit will not be repetitive in nature or routine and will occur during one of the following three situations: (1) emergencies, (2) experimentation, (3) training.

For the purpose of this clause, the terms "experimentation" and "training" include any experimentation and training necessary for the development of new production processes.

5.05 Demotions, other than those under Article 14, shall only be made on the basis of job performance.

ARTICLE 6 • NO STRIKES OR LOCKOUTS

6.01 The parties agree that there shall be no strike or lock-out during the term of ~~this~~ Agreement.

A "strike" shall include cessation of work, a refusal to work or to continue to work by employees in combination or in concert or in accordance with a common understanding, or a slow-down or other concerted activity on the part of employees designed to restrict or limit output.

A "lock-out" shall include the closing of a place of employment, a suspension of work or a refusal by the Company to continue to employ a number of the employees, with a view to compel or induce the employees, or to aid another employer to compel or induce their employees, to refrain from exercising any rights or privileges under the Ontario Labour Relations Act or to agree to provisions or changes in provisions respecting terms or conditions of employment or the rights, privileges or duties of the Company, the Employees' Association, or the employees.

ARTICLE 7 • DISPUTE RESOLUTION

7.01 **Nothing** in this Agreement shall be deemed to take away the right of **an** individual employee to present any of their personal complaints to the Company and **no** settlement between the employee and the Company shall be inconsistent with terms of this Agreement. **An** employee is to discuss their complaint with their supervisor before resorting **to** the Problem Resolution and grievance procedure. **An** employee shall have the right, if so desired, to be assisted by the Association when discussing a complaint.

- 7.02 **PROBLEM RESOLUTION REPORT** Where there is a dispute or disagreement between the parties to this Agreement, the employee and the appropriate Supervisor shall attempt to dispose of ~~this~~ problem by means of the Problem Resolution Report. However, if the issue is not solved, and the employee wishes to file a grievance, the employee shall meet with the Grievance Committee to prepare the necessary grievance.
- 7.03 **GRIEVANCE PROCEDURE:** A grievance is any difference of opinion or dispute between the parties hereto ~~as to the~~ interpretation, administration, application or alleged violation of this Agreement. The wording of a grievance may be clarified prior to its elevation to Stage II.
- 7.04 If the Association has taken up a grievance ~~on~~ behalf of an ~~employee(s)~~ with their consent, the withdrawal of such consent shall not necessarily prevent the Association from ~~processing~~ the grievance to the next higher stage.
- 7.05 The following procedure shall be applicable to the settlement of grievances.
- 7.06 **STAGEONE:**
~~An~~ **employee(s)** with a grievance shall contact their Association representative and they together, if they so desire, will pres& the grievance in writing to the applicable Manager. If a satisfactory settlement ~~has~~ not been received, in writing, within (10) ten working days, the grievance may then proceed to a **STAGETWO MEETING.**

7.07 STAGE TWO:

The Grievance Committee, the President of the Association, and any one other representative of the Association, if the Grievance Committee shall deem it necessary, will then arrange to meet with the appropriate Management Board member within (10) ten working days after the decision was, or ought to have been rendered at Stage One. The Management Board member will communicate their findings in writing within (10) ten working days to the Association. Within (10) ten working days after the decision was or ought to have been rendered. ~~the~~ grievance may be submitted to Arbitration as hereinafter provided.

7.08 Any complaint arising directly between the Company and the Association as a policy grievance in connection with ~~this~~ Agreement may be submitted in writing by the Association to the Director of Human Resources, or by the Company, to the President of the Association. The party to whom the complaint is submitted shall ~~inform~~ the other party in writing of its views within fifteen (15) working days. If in any case a satisfactory settlement is not arrived at within ten (10) working days thereafter, either party shall have the right to refer the matter to Arbitration as hereinafter provided. It is understood by the parties that a Policy Grievance will not be used to resolve personal complaints or grievances that could be processed through regular grievance procedure, except where the employee involved refuses to file a grievance and the grievance is a violation of the Agreement affecting other Association members.

- 7.09 The Company and the Association agree that it is in the interest of the Company, the Association and the employees that there be **no** unnecessary delay in initiating and processing grievances and that facts and issues will be revealed **promptly**. Except **as** in 7.10, Stage One shall commence within two (2) months following the circumstances giving rise to the alleged grievance. The Company shall not be liable for retroactive payments in excess of **thirty (30) working days prior** to the ~~&te~~ **of** filing the grievance. If prior to filing the grievance, the employee first attempts to resolve the problem with their supervisor or Labour Relations Manager, the Company shall not be liable for retroactive payments in excess of thirty (30) working days prior to the meeting with their supervisor or Labour Relations Manager.
- 7.10 in the case of discharge of ~~employee(s)~~ who have obtained seniority status, such ~~employee(s)~~ shall be informed of their right to have an Association representative present and in any event the Association will be advised of such discharge **as** early **as** practicable prior to taking a final decision to discharge. A claim by an employee that they have been unjustly discharged or suspended ~~shall~~ be treated **as** a grievance, if such grievance is reduced to writing by the aggrieved employee and lodged with the Director of Human Resources of the Company within ten (10) working days after the employee ceased to work for the Company, and Stage One will be omitted in such case. Such special grievance may be settled under the Grievance Procedure by:-

- (a) **Confirming** the Management's action in dismissing or **suspending** the employee, or
- (b) Reinstating the employee with full compensation for the time lost, less outside earnings, or
- (c) By any other arrangement which may be deemed **just** and equitable in the opinion of the parties or the decision of an Arbitration Board.

A claim by an employee that they have been otherwise **unjustly disciplined** shall be treated **as** a grievance, if such grievance is lodged at Stage I in accordance with Article 7.06.

7.11 When the Company administers **a** formal verbal or written reprimand, other formalized disciplinary procedure, or a Performance Improvement Plan (PIP), the employee shall be informed of their right to have present **a** representative of the Association, should the employee so desire.

7.12 General

It is agreed that potential causes of dissatisfaction should be eliminated before they give rise to grievances **and** to that end the Grievance Committee shall meet with representatives of the Company at least **once monthly** and more often if required. At least two **(2)** working days prior to such meetings, each party shall advise the other of such topics to be discussed, where possible.

- 7.13 It is agreed that time limits in this Article may be extended by mutual consent of the parties. However, if the Association fails to request an extension of time in processing grievances, such failure shall be deemed to constitute abandonment of the grievance.

ARTICLE 8 • ARBITRATION

8.01

- (a) When either party requests that a grievance be submitted to arbitration, such party shall make the request in writing addressed to the other party to this Agreement. Within ten (10) working days the parties shall meet and attempt to select an impartial arbitrator from their pre-established list of arbitrators as outlined in 8.01(b).
- (b) The parties will select from a pre-established list of impartial arbitrators.

- 8.02 Where none of the arbitrators from the pre-established list are available within ninety (90) working days, the parties shall jointly within five (5) working days request the Minister of Labour to submit to them a list of five (5) names from which the arbitrator will be selected by striking. The party requesting arbitration shall first strike one name from the list and each party shall thereafter strike names alternatively until one remains. The person whose name remains shall be designated as the arbitrator.

- 8.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

- 8.04 The unsuccessful party will bear the expenses of the impartial arbitrator subject to the Arbitrator's discretion. Each party shall bear the expenses of their witnesses.
- 8.05 Subject to the provisions of Article 7 above, no matter may be submitted to Arbitration which has not been carried through Stage Two ~~of~~ the grievance procedure. The parties agree that failure to comply with 7.01 does not constitute a bar to Arbitration.
- 8.06 The Arbitration Board shall not be authorized to ~~make any~~ decision inconsistent with the provisions of the Agreement, not to alter, modify or amend any part of the Agreement, and shall deal only with differences between the parties arising from the interpretation, application, administration or alleged violation of this Agreement including any question ~~as~~ to whether a matter is arbitrable.
- 8.07 The proceedings of the Arbitration Board will be expedited by the parties hereto, and the decision of such Board will be final and binding upon the parties hereto.

- 8.08 At any stage of the grievance procedure including arbitration, the conferring parties may have the **assistance** of the employee, or employees, concerned and any necessary witnesses, or documents relevant to the issue, and all reasonable arrangements will be made to permit the conferring parties to have access to the plant to view disputed operations and to confer with the necessary witnesses.

ARTICLE 9 • JOB CLASSIFICATION AND JOB EVALUATION

- 9.01 Every employee shall be classified according to a Job Classification and Identification **on** the basis of the work **to** which they **are** normally assigned.
- 9.02 A Job Identification shall be written for each classification and shall contain a list of the functional responsibilities, duties, education and experience required. Where **a** classification includes jobs that have different duties and responsibilities, Job Identifications shall be written for each type of job. The Association shall be supplied with two copies of all Job Identifications.
- 9.03 In the event that the Company establishes a new classification covered by **this** Collective Agreement or substantially revises any present classification, the Company will notify the Association and supply copies.

- 9.04** The Association and the Company will jointly conduct a job evaluation of all new or revised jobs covered by the Collective Agreement. There shall be two Association representatives to be appointed by the Association, two Company representatives to be appointed by the Company, and an additional person who will be appointed by the Company and will serve as chairperson. Whenever a new job is written or a job identification is substantially revised, the Company will initiate an evaluation. If the Company fails to initiate such action prior to the next committee meeting the Association may bring the job to the committee.
- (a) All job classifications will be reviewed by the Company at least once every three years to determine if they need re-evaluation.
 - (b) The Association representatives will each be given copies of appropriate data and information on the job to be evaluated.*
 - (c) The parties' representatives will meet as necessary to jointly evaluate the job using the Company Job Evaluation Plan. The job will be evaluated based upon the job requirements, duties and specifications.
 - (d) The Association's representatives are to keep the Association informed of the change and the results of the evaluation.
 - (e) If both parties are unable to agree on the evaluated level, either party may submit the matter to the Company's Job Evaluation Consultant.

- (f) At the conclusion of the Job Evaluation, the Company will supply the Association Executive with the plan, relative factors **and points used to** evaluate the jobs. The Association agrees to disclose such documents **only** to individual employees on a need-to-know basis.*

9.05

- (a) Any grievance by the Association relative to an evaluated level **as** determined in 9.04 will commence at Stage Two of Article 7 within **thirty (30)** working days **from** the date of **an** employee being placed on the job or from **the** date of notification to the Association, whichever comes later.
- (b) Any complaint by **an** employee **as** to their evaluated level **will** be filed with the Job Evaluation Committee for disposition. The Committee will utilize relative factors and points in **an** effort to clarify or resolve the dispute. If the **employee(s)** still has a complaint, they may grieve in accordance with Article 7.06.
- (c) in the event of an evaluation grievance or complaint lodged by the Association or by an employee under Article 9, the Company will make available to the Association the necessary **&ta** related to the jobs in question, including any which **the** Association lists **as** a basis for comparison. Jobs including factors and **points** cited **as** a basis of comparison in such process **will** be on a need-to-know basis and will be reasonable in number*.

(d) Any complaint relative to assigned classification or job identification may be filed by the Association in accordance with Article 7.06 or by the employee in accordance with Article 7.

9.06 In the event a grievance proceeds to arbitration, the decision of the Board of Arbitration shall be governed by the principle that a new or adjusted wage rate shall bear a proper relationship to other associated jobs in the Bargaining Unit based upon the job evaluation plan in effect in the Company.

9.07 It is understood and agreed that requirements of any job classification may change from time to time resulting in the job classification being placed in a different job level. Employees whose job classifications are affected by a re-evaluation shall be paid as follows:

(a) Employees affected by a re-evaluation of their job classification who consent to undergo training for positions for which they are qualified shall continue to receive their normal increases for twenty-four (24) months. At such time, such employees as long as they remain in the job classification, shall continue to receive the rate of pay in effect on that date until changes in the wage schedule assigned to the employee is improved to the extent that the new rate for the job classification exceeds the over-rate being paid the employee, at which time the employee shall receive the new rate for the job classification.

- (b) Employees whose job classification is re-evaluated to a **higher** job level shall receive the rate of the higher job classification **at the** same progression step presently attained by the employee.

* See Letter of Understanding

ARTICLE 10 • SENIORITY PROVISIONS

- 10.01 "Seniority" where used in this Agreement, shall mean the relative status of persons employed by the Company in accordance with the length of continuous service within the Bargaining Unit since the date of last hiring **as** shown by the Company's records.
- 10.02 **An** employee shall **be** placed on the seniority list after having successfully completed **a** probationary period of sixty-five **(65)** working days, and their seniority shall **commence** from the date last **hired**.
- 10.03 **During** the employee's probationary period, they may be discharged or laid off at the discretion of the Company.
- 10.04 Seniority **lists** by Seniority Units will be kept up-to-date and a reasonable number of copies **as** requested will be given to the Association at intervals of **not** more than two **(2)months**. Copies of each seniority list will also be **posted** on the board for the attention of employees at intervals of not **more** than two **(2)** months. When employees are on lay-off, the Company will **so** indicate on the revised seniority list.

- 10.05 When an employee is permanently transferred by the Company from one Seniority Unit to another their accumulated seniority shall be transferred and placed to their credit on the seniority list of the Seniority Unit ~~to~~ which they have been permanently transferred.
- 10.06 **An** employee who is transferred (except under Article 14), promoted, or upgraded shall be considered as being on a Trial Period.
- 10.07 **For** the purpose of this Collective Agreement a temporary transfer (as opposed **to a permanent** transfer) shall mean a transfer not to exceed sixty (60) working days duration, unless extended by mutual agreement of **the** parties. However, after ~~thirty~~ (30) working days if the Employees' Association requests that the temporary transfer be terminated the ~~Company~~ will do **so** within five (**5**) working days. It is understood that ~~this~~ provision shall not be exercised in a manner so **as** to afford an unfair advantage **to** a junior employee over an employee of greater seniority with respect to Article 11 and Article 14 of ~~this~~ Agreement.
- 10.08
- (a) If ~~an~~ employee is, or ~~has~~ been transferred to a position excluded from the coverage of ~~this~~ Agreement, except as noted in 10.09 (b) below, such employee shall retain their seniority **as** of the date of ~~transfer~~ for a period equal to ~~half~~ of their accumulated seniority up to a maximum of two years.

- (b) If an employee is moved to a position of generally similar level which because of its geographic location is excluded from the coverage of this Agreement, the employee shall retain seniority as follows:
 - (i) If the transfer is in the nature of a short-term (up to twelve (12) months) assignment for a pre-specified period, seniority will continue to be accumulated and the employee will pay Association dues.
 - (ii) If the transfer is for an assignment longer than twelve (12) months or the period of time is unspecified, the employee will retain their seniority as of the date of transfer and will neither accumulate further seniority nor pay Association dues.
- (c) If an employee covered by either (a) or (b) above is to be transferred back to a position in the Bargaining Unit because of shortage of work in the excluded position, the employee will fill any open vacancy for which the employee is qualified within one level of the position which the employee held before transfer and such vacancy need not be posted.

10.09 Seniority will be deemed to be broken in all of the following cases if an employee:

- (a) Leaves voluntarily the employ of the Company.
- (b) Is discharged and such discharge is not reversed through the Grievance Procedure.

- (c) Is absent from work for three (3) consecutive normal working days without permission or without notifying their immediate ~~supervisor~~ giving satisfactory reason for such absence, unless the employee was prevented from ~~so~~ doing by verified ~~illness~~ or verified accident,
- (d) ~~Is~~ absent from work without satisfactory explanation beyond the period of any leave of absence granted by the Company.
- (e) ~~Has~~ less than six (6) months of seniority and is laid-off for a continuous period of ~~six~~ (6) months.
~~Has~~ six (6) ~~months~~ seniority up ,to but ~~not~~ including one (1) year of seniority and is laid off for a continuous period of twelve (12) months.
~~Has~~ one (1)year seniority up ~~to~~ but not including two (2) years of seniority and is laid-off for a continuous period of twenty-four (24) months.
~~Has~~ two (2) years or more seniority and is laid-off for a continuous period of ~~thirty-six~~ (36) months.
- (f) If having been recalled from layoff:
 - (i) fails within forty-eight (48) hours ~~to~~ communicate their intention to return after the employee ~~has~~ been personally notified, or
 - (ii) does not communicate within seven (7) calendar days from the time of registered mailing of the recall notice, or
 - (iii) having agreed to return, fails to report for work within a further fourteen (14)calendar days unless their failure to communicate or ~~to~~ report is caused by verified illness or accident.

(iv) and refused to **return to** a job classification in a job level equal **to or** above the level from which the **employee was** laid-off.

10.10 Notwithstanding their seniority, members of the Executive Council of the Association shall in the event of lay-off be offered work which they can do if such is available. It is understood that the members of elected Executive Council who shall be covered by this article shall not exceed fourteen **(14)** in **number**.

10.11 Transfer of classification or groups from Seniority Unit to Seniority Unit shall be subject to mutual agreement. However, it is understood that it is the Company's prerogative to make organizational changes at any **time**.

10.12

(a) The nature of the **tasks** assigned to apprentices makes them somewhat immune from displacement occasioned by lay-off; for this reason it is **agreed** that apprentices will not have the protection of seniority rights under Article 10 until such time **as** their apprenticeship is successfully completed, except to the extent that they have accumulated seniority with the Company prior to the commencement of the apprenticeship. Once the apprenticeship is successfully completed they will be permitted to take **an** appropriate place **on** the seniority listing by allowing them credit **as** follows:

1. Full credit for **any** seniority accumulated prior to **the** commencement of the Apprenticeship Program.

2. One-half (1/2) their length of service for the period of the Apprenticeship Program itself, if placed in a position directly relating to their apprenticeship.

However, with this exception and that set forth in 12.12 apprentices shall enjoy all rights and privileges of the Bargaining Unit.

- (b) All selections of apprentices shall be in accordance with the Company's Apprenticeship Policy.*

* See Letter of Understanding

ARTICLE 11 - PROMOTIONS

11.01 Promotions, upgradings or transfers (except as in Article 14) will be based primarily on seniority as well as performance and abilities on the basis of the most senior qualified employee.

11.02 Any employee who having been promoted, upgraded or transferred fails during the trial period to reach a satisfactory level of performance, will be returned to their former job at their former rate of pay, without loss of seniority. Any employee being displaced by the return of the employee to their former job shall also be returned to their former job and former rate of pay, without loss of seniority.

Definition of Trial Period

The term Trial Period shall apply to an employee with established seniority during the period of sixty-five (65) working days immediately following a promotion, upgrade or transfer (as provided in Article 12.01). During this period the employee shall have a fair opportunity to demonstrate a satisfactory level of performance to occupy the position permanently. Nothing in this article shall be construed as implying that the employee must be continued on the job for the full period of time and there is no implication that an employee who has passed the Trial Period is excused from the obligation to meet the normal requirements of the job with respect to quality and quantity of work. The application of Article 11.02 shall be limited to this period.

- 11.03 Whenever a new job identification is created a training period may be designated by the Company to run concurrently with the trial period. Any designated training period shall be noted on the job posting notice. The training period shall not be curtailed unless the employee refuses to continue the training or it is obvious the employee cannot perform the requirements of the job at which time the employee will be returned to their former job and former rate of pay, without loss of seniority.
- 11.04 The Association shall be notified within ten (10) working days of all appointments, hirings, lay-offs, transfers, recalls, promotions, demotions, terminations of employment, leaves of absence, within the Bargaining Unit.

11.05 **An** employee covered by this Agreement, who has been incapacitated at their work by injury, compensable occupational disease, or permanent disablement, and is unable to perform their regular duties, may be employed in an established job which **the** employee can do, without regard **to** other seniority provisions of **this** Agreement, or Article 12, except that such employee may not displace an employee with more seniority.

11.06 Promotions to **positions** excluded **from** the provisions of **this** Collective Agreement shall not be **subject** to the provisions of **this** Agreement.

ARTICLE 12 - JOB POSTINGS

12.01 **Nothing** in **this** Article shall preclude any employee AT **ANY** TIME from submitting their application together with details of their qualification for any occupation existing or which may come **into** existence within the Company. **An** employee shall not make application **for jobs** which do not constitute a promotion or upgrading for them. It is understood, however, that where a lateral transfer or demotion may open up an avenue of future promotion that would otherwise be closed, an employee may make application. Exceptions to this general rule will also be permitted for genuine compassionate grounds.

12.02 The parties recognize the policy of providing opportunities ~~to~~ employees for advancement in line with their ~~qualifications~~ including training, education and experience, ~~as well as~~ seniority, demonstrated skills and abilities and previous performance.

12.03

- (a) The Company agrees to post notices for three (3) consecutive working days for all vacancies within the Bargaining Unit except for those temporary assignments ~~lasting~~ less than one (1) month. These vacancies can not be extended without posting.

It is understood, however, that the Human Resource Department will not action job posting applications until after 3:00 p.m. on the fourth (4th) day of the posting.

- (b) It is understood that jobs which are to be filled by employees within the same section of the same seniority unit need not be ~~posted~~. In any event, the selection shall be made in accordance with the provisions of the Collective Agreement, and the Human Resources Department shall post a summary of promotions monthly.

- (c) The wording of every job ~~posting~~ shall be a **summary** of the job identification. The complete job identification shall be available for examination at the office of the Association or the Human Resources office if ~~so~~ desired. Any requirements or duties that differ from the job identification shall be described ~~and~~ clearly separated from the **summary** of the job identification on the job posting. Posted notices shall contain the number of

vacancies which are open at the time of posting. If no candidate meets the requirements of the job, the Company may fill it by advertising externally.

- 12.04 Where the position of lead hand is to be filled from outside the same Section of the same Seniority Unit, notification ~~of~~ the vacancy shall be **posted**.
- 12.05 Employees who wish to be promoted, should submit **an** application for the posted job on the form provided. It is the responsibility of the employee to demonstrate that they **are** a suitable candidate not **only** under Article 12, but **also** with regards to their qualifications and experience as related to the job **posting**, including special requirements **as** set forth in accordance with Section 12.03. Blank **forms** shall be provided and shall be made readily available to the employee from their area representative and/or their supervisor.
- 12.06 Employees who are awarded a posted job will be considered **as** being on a Trial Period for sixty-five **(65)** working days.
- 12.07 Vacancies for jobs which have been posted in the previous one month will be posted, however the Company reserves the right to conduct concurrent advertising or interview previously identified candidates. Applicants from within the bargaining **unit** would get priority selection in accordance with the **terms** of the Collective Agreement.

12.08 Human Resources Department shall:

- (a) Supply the Association with a copy of each **Job Posting**, on the day of **posting**.
- (b) **Acknowledge** receipt of application from each applicant.
- (c) Select the successful applicant within **ten** (10) work days of the date that the Job Posting is removed from the **notice** board. Should a selection **not** be made within the above period, the Company will notify each applicant in writing the **status** of the **job** award. In any event, a **job** posted will be **annulled** if the period exceeds ninety (90) days. The Company **will** confirm the annulment with the Employees' Association and inform all employees who applied,
- (d) Post a monthly **summary** by the 15th of each month of promotions including those resulting from **job** postings.
- (e) Supply the Association with a copy of each job award on the day of posting.

12.09

- (a) The desirability of interviewing employees who respond to job postings is recognized. However, it **is** further recognized that limitations **of** time may make **the** interviewing of every respondent impractical. It **is** agreed, therefore, that while all employees may be interviewed, nevertheless, in some instances, the number of such interviews may be restricted to four duly **qualified** applicants for each vacancy posted.

(b) An unsuccessful applicant may within ten (10) working days of the awarded job request a conference with the Human Resources Manager to discuss the reasons why the applicant was unsuccessful and further outline to the employee what requirements are needed to become a successful applicant whenever the job is posted again within the same section of their own seniority unit.

12.10 The Company shall ~~make~~ every effort to permit successful applicants to Job Postings to commence work in their new job within one (1) month of their selection. However, successful applicants, or new employees to the Company, will not commence work in their new job until all internal applicants have been informed as to the disposition of their application.

12.11 New employees are ineligible to apply for posted jobs during their probationary period. Employees who have attained ~~seniority~~ status may apply once during the six (6) month period since the date of their last appointment. Exceptions to this will be made only with the consent of the Company and the cases of employees transferred in lieu of lay-off under Article 14 will be considered.

12.12 Apprentices are ineligible to apply for Job Postings.

ARTICLE 13 - LEAVE OF ABSENCE

13.01 Leave of absence without pay may be granted to employees for reasons and period acceptable to the Supervisor and/or Human Resources Department. Requests for such leave of absence in excess of five (5) days must be submitted in writing to the employee's immediate supervisor giving as much advance notice as possible. Seniority shall accumulate during the period of such leave up to twelve (12) months provided the employee has completed their probationary period when the leave of absence begins.

13.02 An employee who returns from a leave of absence will be reinstated immediately in the job from which the employee was granted leave provided under normal conditions of work the employee would have continued in such job. However, if during the leave of absence, a reduction in or re-organization affecting the conditions of work has (a) eliminated the job from which the employee was granted leave or (b) has caused a situation whereby the employee returning from leave no longer has sufficient seniority to occupy a job in the same classification, the employee will be permitted to exercise their seniority as per Article 14 - Workforce Reductions and Recall.

13:03

(a) Salary actions that fall due during approved sick leave absences up to three months will be effective from the first day back to work.

(b) **An** employee who shall be found and certified by a qualified physician to be unable to perform their regularly assigned duties with the Company because of sickness or injury shall receive a leave of absence. If the employee is able to perform other duties with the Company and such work is available, the employee will be placed in such job classification. For absence caused by non-occupational illness or accident, seniority privileges will accumulate while such condition continues up to a maximum of 24 months; for absence caused by occupational illness or accident, seniority privileges will accumulate during such period as the employee is in receipt of Workers' Compensation.

13.04 Such employees will be restored to employment when recovered, if under normal working conditions the employee would have continued in employment by the Company except for such disability, upon approval of the Company Physician certifying the employee is sufficiently recovered and is physically qualified to return to work and perform their usual Company duties. Continuity of service and seniority rights shall accumulate to employees while they are absent on approved leave of-absence as provided in paragraph 13.03(b).

- 13.05 An employee of the Company who is elected or appointed by the Association to engage in Association activity **on** a full time basis will be granted leave of absence for a period not to exceed one **(1)** year and will accumulate seniority standing during such leave. By mutual agreement such leave may be extended **on** the same basis. Termination of this Agreement will automatically cancel any such leave.
- 13.06 **An** employee called for jury duty or summoned to appear **as** a witness, except when the employee appears **as** a witness for their personal **benefit**, will be granted a leave of absence. The employee's pay will **continue** for the period of time the employee is absent. However, it is understood that a **jury** or witness fee, exclusive of expenses paid to them will be turned over to the Company **as** an offset against their salary. The employee will report back for work when the employee is released **from jury** or witness duty at any time **prior** to **noon**.
- 13.07 Employees who become pregnant must report their pregnancy **to** the Occupational Health Nurse within four **(4)** months after conception. **An** employee with at least thirteen **(13)** weeks continuous service will **on** request be granted unpaid leave of absence of up to seventeen **(17)** weeks. A further eighteen **(18)** weeks unpaid parental leave shall be granted immediately after the end of the maternity leave if **so** requested. During such leave, seniority, service, vacation and sick leave credits will accumulate. The employee shall make arrangements with the Human Resources Department for the continuation of insured benefits in accordance with Article **23.01** including the method of payment. Medical complications related to pregnancy

or illness, which are verified by a physician will be covered by the Company's sick leave program. The natural mother will be eligible for Supplemental Unemployment Benefits (SUB) as outlined in Appendix "J".

- 13.08** Upon request, an employee who has seniority of fifty-two **(52)** weeks shall be granted leave of absence to a maximum period of twenty-six **(26)** weeks following the adoption of a child. The employee will be entitled to Supplemental Unemployment Benefits as outlined in Appendix "J". **The** request for leave shall be supported by proof of adoption from the adoption agency. During Adoption Leave seniority, vacation and sick leave **credits** will accumulate. **Insured** benefits will be maintained in accordance with Article 23.01. Employees must notify the Human Resources Department in writing at any time up to one month in advance of the time they will return **to** work.
- 13.09** If while on leave of absence an employee works for another employer without written permission of the Company and such employment is not consistent with their reason for leave of absence, their employment with the Company may be terminated.

13.10 Leave of absence for the transaction of Association business may be given to delegated members of the Association after notification is made by the Association. While the Company will make every effort to accede to the Association's request, it is understood that urgent requirements of the Company's activities must be given first consideration.

ARTICLE 14 • WORKFORCE REDUCTIONS AND RECALL

14.01 The Company and the Association recognize the merit and desirability of retaining employees with greater seniority over employees with lesser seniority and the Association recognizes that the Company must maintain an effective workforce capable of meeting work requirements if it is to continue in business.

14.02 Employees who, because of greater seniority are retained at the time of lay-off must be capable of, and willing to perform, the work which remains in accordance with 14.05.

14.03 When a shortage of work in a Job Classification within a Seniority Unit occurs requiring a reduction of workforce, the following will govern the manner in which employees will be transferred in lieu of lay-off or laid off.

- (a) Probationary and temporary employees and personnel on a contracted **basis** occupying a Job Classification affected by a reduction in workforce will be terminated before employees with seniority are affected, provided that the employee, transferred in lieu of lay-off, is capable of, or willing to perform the duties of the probationary, temporary employees or personnel under contract.
- (b) The least senior employee in the **surplus** Job Classification will be declared **as** subject to lay-off.
- (c) Such **an** employee may displace an employee of lesser seniority within the same Seniority Unit and job level. **An** employee who previously held a higher job level will be permitted to displace the junior employee in the job classification previously held provided the employee was not displaced from the job classification because of job performance. It is further understood that in **locating** such a job, the method will be to commence from the most junior employee in that Seniority Unit **and** job level and work upward in seniority order.
- (d) With the exception of employees covered in sub-section (f), if **no** suitable job is found in the same Job Level of their Seniority Unit, the same procedure will be followed in the next lower **Job Level** of their Seniority Unit, and so on, moving down from one Job Level to the next lower one. **If** an employee cannot be placed in their **own** Seniority Unit within two Job Levels below their Job Level, the employee shall be allowed to take a job for which the employee **is** qualified in any other Seniority Unit at the same Job Level or any Job Level within two

Job Levels of their **own**. At each step **seeking** to locate a job, the method will be to commence from the most junior employee in the appropriate Seniority Unit and Job Level, and work upwards.

- (e) If no suitable job is found in accordance with subsection (d) above, then the employee shall next be eligible for a suitable job in the third **Job** Level below their own in their **own** Seniority Unit, then in other Seniority Units; and **so** on moving down vertically by one Job Level, then horizontally in the other Seniority Units. At each step **seeking** to locate a suitable **job**, the method **will** be to commence from the most junior employee in the appropriate Seniority Unit and Job Level, and work upwards.
- (f) Employees who are classified in the lowest three Job Levels of the Wage Schedules, may displace employees in other Seniority Units at the same Job Level without the necessity for first seeking jobs in their **own** Seniority Unit at lower Job Levels. In all other respects, the procedure **will** be the same **as** for other employees.
- (g) If **an** employee cannot be placed after the application of the above steps, the employee may be placed in a vacancy in any Seniority Unit in preference to hiring a new employee if the employee can meet the normal requirements of the job in such time **as** would normally be required by a new employee.

14.04 It is understood that where an employee has been replaced in a job at a lower level either within or outside of their Seniority Unit as a result of a reduction in workforce, the employee will be subject to recall when a vacancy occurs in a higher Job Classification that the employee held prior to the reduction in workforce.

14.05 In locating a suitable job in accordance with the procedures outlined above, displacements will be predicated upon the ability of the displacing employee to perform the normal requirements of the job of the displaced employee after a familiarization period not to exceed:-

7 work days for Jobs classified in
Job Level 4 or below in the Plant Schedule
Job Level 4 or below in the Clerical/Technical Schedule

11 work days for Jobs classified in
Job Level 5, 6, and 7 in the Plant Schedule
Job Level 5, 6, and 7 in the Clerical/Technical Schedule

16 work days for Jobs classified in
Job Level 8 and above in the Plant Schedule
Job Level 8 and 9 in the Clerical/Technical Schedule

20 work days for Jobs classified in
Job Level 10 and above in the Clerical/Technical Schedule

- 14.06** **An** employee **exercising** their seniority to displace another employee in the same Job Level **will** keep **their same** wage rate within that level. **An** employee **going** to a lower Job Level will receive **the** maximum of the lower Job Level or their **own** rate, whichever is lower.
- 14.07** **When** increased volume of work is available, the employees who are laid-off will be recalled by the Company in inverse of **the** above procedure.
- 14.08** **In** the event of conditions arising beyond the Company's control such as **power** failure, fire, flood, sudden cancellation of a contract, shortage or **non-**delivery of parts, a lay-off for a **maximum** period of five (5) days **upon** each occasion may be made without regard to seniority. **In** all such **cases** **the** Company will keep the Association fully advised of the circumstances. No employee will be laid-off under **this** clause in excess of a **total of** fifteen (15) working days in a calendar year.

14.09

- (a) **An** employee to be laid-off for lack of work for a period of ten **(10)** working days **or** more will be **given** written notice of at least five **(5)** working days except as provided for in **14.08** above.

Where the Company has elected to provide **actual** notice in addition to the five (5) working days the amount of paid notice will be reduced accordingly.

- (b) The Company will notify the employee if the lack of work is anticipated to be either permanent or temporary in nature.
- (c) If the layoff is anticipated to be permanent, employees who are laid off will exercise their seniority rights under the terms of this agreement. Each employee will be called in and presented with their option. At this point, employees will be asked to:
 - (i) accept their bumping option if one is available or
 - (ii) be laid off (and be subject to recall) or
 - (iii) be terminated thus foregoing their recall and seniority rights.

The bumping process will begin the first business day following notification.

- (d) An employee who is laid off in accordance with 14.09(c) (ii) above shall receive in addition to the written notice outlined in 14.09(a) a lump sum payment as follows:

SCHEDULE A

Years of Service	Weeks of Pay
Completed 1 year but less than 2	1
Completed 2 years but less than 3	1
Completed 3 years but less than 4	2
Completed 4 years but less than 5	3
Completed 5 years but less than 6	4
Completed 6 years but less than 7	5
Completed 7 years but less than 8	6
Completed 8 years plus	7

At any time up to and including **thirty five (35) weeks after** notice of lay off, employees **who** elect to forego their recall and seniority rights shall receive in addition to the above payment, **a lump sum severance payment as follows:**

SCHEDULE B

Years of Service	Weeks of Pay
Completed 5 years but less than 6	5
Completed 6 years but less than 7	6
Completed 7 years but less than 8	7
Completed 8 years but less than 9	8
Completed 9 years but less than 10	9
Completed 10 years but less than 11	10
Completed 11 years but less than 12	11
Completed 12 years but less than 13	12
Completed 13 years but less than 14	13
Completed 14 years but less than 15	14
Completed 15 years but less than 16	15
Completed 16 years but less than 17	16
Completed 17 years but less than 18	17
Completed 18 years but less than 19	18
Completed 19 years but less than 20	19
Completed 20 years but less than 21	20
Completed 21 years but less than 22	21
Completed 22 years but less than 23	22
Completed 23 years but less than 24	23
Completed 24 years but less than 25	24
Completed 25 years but less than 26	25
Completed 26 years but less than 27	26
Completed 27 years but less than 28	27
Completed 28 plus	28

35 Weeks after lay off an employee shall access their severance pay by foregoing their recall and seniority rights or retain them by having their monies deposited with the Director of Employment Standards in accordance with the Employment Standards Act.

(e) **An** employee who elects termination in accordance with 14.09(c) (iii) above shall receive ~~in~~ addition to the written notice outlined in 14.09(a) notice and severance payments in accordance with 14.09(d) in a lump ~~sum~~ at time ~~of~~ lay off.

(f) If the lay off is anticipated to be temporary, employees given notice under ~~this~~ section will notify the Company in writing of their decision ~~to:~~

- (i) accept their bumping option if one is available or
- (ii) be laid off (and be ~~subject~~ to recall)

The bumping process will begin the first business day following notification.

(g) **An** employee who is laid off in accordance with 14.09(f) above shall receive in addition to the written notice outlined in 14.09(a) notice pay ~~as~~ follows:

SCHEDULE C

Years of Service	Weeks of Pay
Completed 1 year but less than 2	1
Completed 2 years but less than 3	1
Completed 3 years but less than 4	2
Completed 4 years but less than 5	3
Completed 5 years but less than 6	4
Completed 6 years but less than 7	5
Completed 7 years but less than 8	6
Completed 8 years plus	7

Payments referred to above shall begin at the end of the notice period provided in Article 14.09(a) and will be payable on the appropriate paydays following the commencement of a lay-off.

If an employee is recalled to work before receiving their full allowance, the allowance shall cease as of the date of recall, but the employee may carry over the remaining portion as a credit for subsequent lay-off in that twelve (12) month period.

- (h) After thirteen (13) weeks employees who elect to forego their recall and seniority rights shall be treated in accordance with 14.09 (d) except that the notice schedule has already been paid.
- (i) These schedules are paid in lieu of the Employment Standards Act but shall never be less than that which is outlined in the Act.

14.10 When an employee is to be laid-off for a period of ten **(10)** working days or more, the Company will **notify** the Association at least 24 hours before notice of lay-off is given to the employee in accordance with Article **14.09**. It is understood that **this** provision does not apply to lay-offs arising **out** of **14.08**.

14.11

- (a) It *is* understood that in the event of lay-off occurring **upon** more than one occasion, the employee will not be **entitled** to receive more **than** the amount **determined** by the provisions above at the date of **first** lay-off, in any twelve-month period.
- (b) (i) Payments referred to above shall begin at the end of the notice period provided in Article **14.09** (a) and will be payable **on** the appropriate pay days following commencement of lay-off. If an employee is **recalled** to work before the employee **has** received their full allowance, their allowance shall cease **as** of the date of their recall, but the employee may carry over the **remaining portion** as a credit for subsequent lay-off in that twelve-month period.
- (ii) It is understood that employees receiving notice under **this** section may elect to continue to have deductions made for benefits then in effect and receive their "Record of Employment" effective **on** the date of lay-off, at which time, all benefits shall be cancelled.

- (c) A shortened work-week will not be considered a form of lay-off for the purpose of this article. However, the Company shall advise the Association of any reduction of work hours in lieu of lay-off. Furthermore, any reduction of work hours shall not reduce any work week below thirty-two (32) hours nor extend for longer than a period of eight (8) weeks in any calendar year unless mutually agreed between the Company and the Association to extend the reduced hours schedule for an additional period.
- (d) Where there is a reduction of ten (10) percent of work hours or more in a specific work area for a period of three (3) months or more, the Company agrees to notify the Association in writing. The Company and the Association will meet to discuss measures to protect employees in the Bargaining Unit. Those discussions may include other ideas or approaches that are not covered by the Collective Agreement. It is expressly understood that no amendments or alterations to the Collective Agreement can be made without the agreement of the Company and the Association in writing.

ARTICLE 15 - HOURS OF WORK:

- 15.01 The standard work week shall be forty (40) hours and the standard work day* shall be eight (8) hours provided, however, that this shall not constitute a guarantee of hours of work per day or of days per week. The schedule of regular starting and quitting times shall be Filed with the Association and the Company agrees that it will notify the Association in advance of any change in regularly scheduled work hours. For the purpose of this Agreement, the day will be deemed to commence with the beginning of the day shift.

15.02 Employees shall be allowed two (2) rest periods of fifteen (15) minutes each during each regular shift.

15.03 Plant employees shall be allowed five (5) minutes to put away personal tools and for personal wash-up prior to the end of each shift.

* See Appendix L

ARTICLE 16 - OVERTIME:

16.01

(a) Authorized overtime will be paid at the rate of time and one-half for all hours worked in excess of eight (8) hours per day, Monday to Friday. If continuous work extends beyond twelve (12) hours, double time shall be paid for authorized overtime extending beyond that time on Monday to Friday.

(b) Subject to the provisions of 16.02, work performed on Saturdays will be paid at the rate of time and one-half and at double time for all continuous work extending beyond eight (8) hours. Work performed on Sundays will be paid at double time for all hours worked.

16.02 Time worked on Saturdays or Sundays will not be deemed overtime when it is part of the regular work schedule of an employee. However, for such employees any authorized overtime worked on regular days off will be paid as follows:

(i) for the 6th day of work, time and one-half, and at double time for all continuous work extending beyond eight (8) hours.

(ii) for the 7th day of work, double time for all hours worked.

- 16.03 If conditions arise necessitating overtime, employees will co-operate with the Company and overtime rates will be paid. However, an employee shall not be subject to disciplinary action for refusing to work overtime if they have a legitimate reason for such refusal or if they have worked a total of twenty-eight (28) hours overtime in the previous four-week period.
- 16.04 The Company shall inform employees who are required to work overtime at least twenty-four (24) hours in advance in order that employees may make suitable personal arrangements, except in cases of emergencies or unforeseen production interruptions.
- 16.05 The Company agrees that as far as is reasonably possible, overtime work will be distributed equally amongst those who normally perform the work.

ARTICLE 17 • WAGES:

- 17.01 Wage rates shall be in accordance with the Plant and Clerical/Technical Wage Schedules which show Job Levels and Wage Rates and which form Appendix "A" of the agreement.

17.02

- (a) With effect **from** October 1st, 1992, the changes **in** rates of all employees on the Plant and Clerical/Technical schedules will be in conformity with the appropriate schedule in **Appendix A**.
- (b) (i) The cost of living allowance shall be taken into account when computing pay for hours worked, including overtime.
- (ii) A special add-on allowance of **one** (1) cent for each increment of **one** twenty thousandths (0.120) of a point will be paid for each hour worked in the event the Consumer Price Index (National Base 1986) increases a total of points greater than four **(4.0)** percent beginning with the month of July 1992 which shall constitute the base month from which such allowances will be calculated. The adjustment date upon which payments will commence and the quarterly allowances will be determined **as** follows:

QUARTERLY PERIOD	ADJUSTMENT DATES
Aug-Sept-Oct	December 1, 1992
Nov-Dec-Jan	March 1, 1993
Feb-Mar-Apr	June 1, 1993
May-June-July	September 1, 1993

At the end of the year, September 30, 1993, **any** extra allowance generated by virtue of **the** above provisions will be folded **into** the base rate which shall be used to determine the new rates effective October 1, 1993.

- (iii) A special ~~add-on~~ allowance of one **(1)** cent for each increment of one twenty thousandths **(0.120)** of a point will be paid for each hour worked in the event the ~~Consumer~~ Price Index (National Base **1986**) increases a **total** of points greater than four point five **(4.5)** percent beginning with the month of July **1993** which shall constitute the base month from which such allowances will be calculated. The adjustment date upon which payments will commence and the quarterly allowances will be determined **as** follows:

QUARTERLY PERIOD	ADJUSTMENT DATES
Aug-Sept-Oct	December 1, 1993
Nov-Dec-Jan	March 1, 1994
Feb-Mar-Apr	June 1, 1994
May-June-July	September 1, 1994

At the end of the year, September 30, **1994**, any extra allowance generated by virtue of the above provisions will be folded into the base rate which shall be **used** to determine the new rates effective October **1, 1994**.

It is understood that the Consumer Price Index shall be that which **is** calculated **on** a **1986** base and continuation of such allowance is dependent **upon** the availability of such official monthly national Statistics Canada Consumer Price Index, calculated **on** the same basis and in the same form as that published in September **1986**.

- 17.03** Rates for all employees in the Clerical/Technical Schedule will be moved up in such a way ~~as to~~ maintain or increase their relative positions within the schedule. In addition, Appendix B of the Agreement sets forth the manner in which the wage ranges are to be applied to employees ~~hired~~, promoted or transferred to Clerical/Technical occupations.
- 17.04** An employee transferred temporarily to another job will be paid the ~~starting~~ rate of the new job or their regular rate, whichever is the highest, provided that the transfer is for a period of;
- a) eight **(8)** consecutive hours or more, or
 - b) ten (10) hours within a regularly scheduled work week **(40)** hours).
- 17.05** When an employee is appointed by the Company as a Lead Hand the employee shall be paid the premium of one (1) dollar per hour above the rate the employee would have received had the employee not been performing the Lead Hand function. In the event that the employee is appointed as Lead Hand in a group which contains an employee higher paid than themselves, the employee shall be paid a premium of twenty-five **(25)** cents above the highest paid occupation in the group being led. In any case, the employee shall not receive less than fifty **(50)** cents per hour above the rate the employee would have received had the employee not been performing the Lead Hand function. The employee will be so compensated for the period of time that the Company ~~permits them~~ to retain their Lead Hand status.

17.06 In recognition of continuous service within a job classification, employees who have reached and maintained the maximum rate in their present classification for a period of 4 years or more shall be granted a special additional amount on their wages as follows:-

An additional ten (10) cents for every 4 years of service to a maximum of thirty (30) cents. It is understood that such special seniority award shall apply only for the duration of the continuous service within that grade level.

Promotional increases shall be an amount, at least, equal to the seniority pay which would not be applicable in the event an employee is promoted.

Changes resulting in a downgrade because of the lay-off process or job evaluation will not cause a loss of the adder.

ARTICLE 18 - SHIFT PREMIUM:

18.01 Evening shifts shall be defined as those shifts in which the major portion of hours worked occurs between 4.00 p.m. and 12.00 midnight. Night shifts shall be defined as those shifts in which the major portion of hours worked occurs between 12.00 midnight and 8.00 a.m.

18.02 In recognition of the undesirable features of shift work, employees on the evening shift shall receive One Dollar and Twenty Five Cents **(\$1.25)** per hour additional compensation for each hour worked and employees on the night shift shall receive One Dollar and Twenty Five Cents **(\$1.25)** per hour additional compensation for each ~~hour~~ worked.

18.03 The shift differential shall be included when calculating statutory holiday pay, sick leave and vacation pay. In the case of an employee who has qualified for shift premium, the employee shall be paid this shift premium for overtime hours worked in excess of their shift. The shift premium will be included when calculating their overtime rate.

18.04 The Company shall endeavour to give twenty-four (24) hours notice of change of shift. Failure to provide at least eight (8) hours' rest between shifts shall result in payment of overtime at established rates for any hours worked during such normal rest period. If an employee's shift is changed during their scheduled work week, they will be paid at ~~the~~ rate of time and one-half for their first day of work of such changed shift.

ARTICLE 19 - CALL-IN AND PRE-SCHEDULED OVERTIME:

19.01 An employee who has been called in for emergency work after completing their regular shift, shall be guaranteed a ~~minimum~~ of four **(4)** hours' work or ~~four~~ **(4)** hours' pay ~~at~~ the regular rate in lieu thereof.

- 19.02 Employees who are notified at least twenty-four (24) hours in advance of the necessity to work overtime will be guaranteed a minimum of two (2) hours' work or three (3) hours' pay at the regular rate in lieu thereof providing the overtime work is not an extension of the regular work day and requires the employee to make an additional trip to the plant. Failing twenty-four (24) hours' notice, such overtime shall be considered as Call-in and the conditions relating to payment as described in Article 19.01 shall apply.
- 19.03 In the event of conditions arising beyond the Company's control such as power failure, fire or flood, which necessitate cancellation of the overtime, the guarantee set out in 19.01 and 19.02 above shall not apply.
- 19.04 The Company recognizes that there will be situations where an employee is asked to be on stand-by for consultation or return to work outside of normal working hours. Stand-by shall be defined as a requirement that a person makes themselves readily available for telephone, pager or radio consultation for a definite period of time outside of their normal working hours. This will include organizing others to correct abnormal situations. A person who so makes themselves available for call-in will receive two hours pay at straight time for any 24 hour period. Four hours at straight time will be paid when the stand-by occurs on a statutory holiday, Saturday or Sunday. It is understood that any compensated stand-by must be approved in advance by the employee's manager.

19.05 It is understood that reasonable time off shall be permitted in consideration for such factors as fatigue, inconvenience, or disruption of personal schedule as per M.D. 2.5.1.

ARTICLE 20 - ANNUAL VACATION:

- 20.01** An employee who has or will have completed one (1) year of continuous service by the end of the calendar year will be entitled to ~~three~~ (3) weeks vacation with pay.
- 20.02** An employee who has or will have completed ten (10) or more years of continuous service by the end of the calendar year will be entitled to four (4) weeks vacation with pay.
- 20.03** An employee who has or will have completed twenty (20) or more years of continuous service by the end of the calendar year will be entitled to five (5) weeks vacation with pay.
- 20.04** Vacation pay will be calculated on the employee's regular basic hourly rate in effect at the time of their vacation or 4% of their vacationable earnings from the previous twelve (12) month period, whichever is the greater.
- 20.05** Vacation accrual and carryover provisions are administered according to the Company's current Vacation Policy.

20.06 The plant will shutdown for vacation for a two-week period during **the** months of July and/or August. **Unless** exigencies of **production require an exception** to the rule, ail employees **shall** take their vacation entitlement at that time.

ARTICLE 21 - HOLIDAYS

21.01 The following twelve **(12)** paid holidays shall be observed:

Thanksgiving Day	Good Friday
Christmas Day	Easter Monday
Boxing Day	Victoria Day
Christmas Floating Holiday (2)	Canada Day
New Year's Day	Civic Day
Labour Day	

The Company will provide for **an** uninterrupted paid **break** between ~~Christmas~~ and New Year.

In **the** first year of the contract:

Friday, December 25	Christmas Day
Monday, December 28	Boxing Day
Tuesday, December 29	Floater
Wednesday, December 30	Floater
Thursday, December 31	Additional Floater Required

In the second year of the ~~contract~~:

Monday, December 27	Christmas Day
Tuesday, December 28	Boxing Day
Wednesday, December 29	Floater
Thursday, December 30	Floater
Friday, December 31	New Year's Day

- 21.02** In the event that any of the said holidays fall on a Saturday or Sunday, the holiday shall be on the Friday before or Monday succeeding the holiday in question.
- 21.03** To be eligible for ~~Statutory~~ Holiday pay ~~an~~ employee must have worked their regular shift after each such holiday. Exceptions to ~~this~~ being ~~an~~ absence covered under Article **22**, illness subject to Appendix D.1, jury/witness duty, vacation with pay, and vacation without pay approved in connection with the statutory holiday.
- 21.04** For employees who work the evening or night shift, ~~to~~ be eligible for statutory holiday pay, such an employee must have worked their regular shift before each such holiday. Exceptions ~~to~~ this being ~~an~~ absence covered under Article **22**, illness subject to Appendix D.1, jury/witness duty, vacation with pay, ~~and~~ vacation without pay approved in connection ~~with~~ the statutory holiday. Such employees will be paid at their basic rates plus their ~~normal~~ shift premium.
- 21.05** Employees who are required to work on any of the holidays listed above, shall be paid double time for all hours worked, in addition to holiday pay.

ARTICLE 22 • BEREAVEMENT LEAVE

22.01 If **an** employee loses up to three (3) days' employment due to death in their immediate family, the employee **shall** be paid for **such** absence at their regular hourly rate.

The **term** "immediate family" wherever used in this Agreement **shall** mean father, mother, husband, wife, son, daughter, brother, sister, father-in-law, mother-in-law, grandchild and guardian, providing the guardian has acted in the place of a parent.

22.02 **Where** it is necessary for an employee **to** be away **from** work to attend the funeral of the employee's grandparent, grandparent-in-law, **son-in-law**, daughter-in-law, brother-in-law or sister-in-law, leave with pay up to **one** day will be granted.

ARTICLE 23 • WELFARE BENEFITS AND PENSION PLAN

23.01 The Company agrees **to** pay 100% of the **cost** of current premiums for its Group Insurance Plan in respect of **an** employee **who** has been employed with the Company on **a** continuous **basis** for a period of five (5) years.

23.02 The Group Life and Health Insurance Plan presently in effect will be modified **as** set forth in Appendix E.

- 23.03** The Company will ensure compliance with the terms of the Group Insurance Plan. Notwithstanding the above, no matter respecting the provisions of the above mentioned Group Insurance Plan shall be subject to the Grievance Procedure established by this Agreement.
- 23.04** The terms of the Company Sick Leave plan which shall apply during the life of this Agreement are outlined in Appendix D.
- 23.05** The Company agrees that any changes in the terms and conditions of its present Pension Plan GP75068 shall be subject to negotiation with the Association, (See Letter of Understanding)

ARTICLE 24 - NOTICE BOARDS

- 24.01** The Company agrees to provide the Association, for its exclusive use, with lockable bulletin boards as follows:

- #1 - 1 Bulletin Board
- #2 - 2 Bulletin Boards
- #3 - 1 Bulletin Board
- #5 - 2 Bulletin Boards

And in any other building where at least five (5) Association members are physically located, with the understanding that such use shall be restricted to notices of Association meetings, elections and appointments. All material for such posting will be signed by an authorized representative of the Association. All other materials for posting shall be approved by the Company.

24.02 The Association agrees that no pamphlets, handbills or **other publications** will be distributed in work areas without prior approval of the Human Resources Department.

ARTICLE 25 • NATIONAL SECURITY

25.01 The Association recognizes that the Company may now have, or may incur in the future, obligations with respect to security of information and materials under contract with the Government of Canada and its Allies. The Association agrees that **nothing contained in this Agreement shall** place the Company in violation of security agreements between the Company and the Government of Canada or its Allies.

25.02 For the purpose of implementing such measures and in order to abide by **any** such directives in the course of its business activities, the Company may transfer certain employees from such work or refuse access to such work by employees.

25.03 **When** any such employee is transferred out of such work or denied access to it arising out of such security measures the employee will retain all **rights** accruing to them within **this** Agreement, except that of use of the Grievance Procedure to nullify compliance with security measures or instructions.

ARTICLE 26 - HEALTH AND SAFETY

- 26.01** It ~~is~~ the common desire of both the Company and the Association to do all in their power to further the health and safety of the employees of the Company. ~~To~~ this end the Company will take all reasonable steps to promote health and safety and the Association agrees that it will do everything to assist the Company in obtaining strict observance of necessary health and safety rules.
- 26.02** In the interest of ~~furthering~~ this general principle the Association agrees ~~to~~ appoint ~~four~~ employees from its membership, as members of the Company Safety Committee, and the Company agrees that these shall be accepted ~~as~~ members of ~~this~~ Safety Committee.
- 26.03** It is agreed between the Company and the Association that the duties of the Safety Committee shall be limited to recommending ~~to~~ Management methods of improving general health and safety of workers and assisting in securing the cooperation of the Association membership in the strict observance of the Company Safety rules and regulations.
- 26.04** Employees who ~~are injured~~ while at work and ~~are~~ sent home because of such injuries, shall be paid regular rates and any applicable shift differential for the balance of the ~~shift on~~ which the injury occurred.

26.05 Where the nature of the work or the working conditions **so** require, employees shall be supplied, at the employer's expense with the necessary tools, protective clothing, safety equipment and protective devices necessary to **perform** the work, these shall be maintained and where necessary replaced at the employer's expense. With respect to safety shoes, the Company agrees **to** supply one pair per year to a maximum value of ~~seventy-five~~ **seventy-five** dollars **(\$75.00)** per pair of safety shoes. In exceptional circumstances the Company may provide a second pair of safety shoes in a year.

ARTICLE 27 . PERFORMANCE AND DEVELOPMENT APPRAISAL

27.01 **Every** employee shall have the right to receive, every calendar year, at least one formal performance/development appraisal and discussion with the involvement of their immediate supervisor or manager. The purpose **of the** performance and development **appraisal** is to highlight the employee's performance during the evaluation period and, to identify individual training and development needs where appropriate.

27.02 The employee will be notified at least twenty-four (24) hours before receiving their formal performance/development appraisal and discussion. Following this discussion the employee will be provided a further twenty-four (24) hours to review the document and attach their comments if **so** desired.

27.03 An employee's signature on their performance/development appraisal indicates the appraisal has been reviewed and discussed with the employee and that the employee has been given an opportunity to make comment.

ARTICLE 28 - PERSONNEL FILES

28.01 Upon written request, the personnel file of an employee shall be made available to that employee, in the presence of a representative of the Human Resources Department. It is understood that an employee may not remove their file, or any part of their file, from the Human Resources Department.

28.02 Memos of Discipline or Performance Improvement will not be placed on an employee's Human Resources file without their prior knowledge. Such memos will be removed on the stated expiry date.

28.03 No information, other than that of a confirmatory nature, will be released without the employee's consent.

ARTICLE 29 - JOB SECURITY

29.01 In the event that technological changes and/or changes in business plans will have an impact on the job security of members of the Employees' Association, the Company agrees to meet with the Association as far in advance as reasonably possible to provide information relative to the changes. Such information will include, but will not necessarily be limited to the following:

- a) the nature of the change
 - b) the planned timing of the change
 - c) the approximate number and type of employees whose job security is likely to be affected by the change.
- 29.02 Recognizing the disruption caused by workforce reductions on both the Company and employees, the Company will meet with the Association to discuss measures to be taken. Wherever possible the Company will place in other positions without loss of wage rate any full time permanent employee who may be displaced by any significant technological change.
- 29.03 Should significant technological change require additional training for any permanent full-time employee affected by such change, the Company shall provide a reasonable training period not to exceed six (6) months.

ARTICLE 30 - NON-DISCRIMINATION

- 30.01 Characteristics of persons which are not related to job performance, defined by the Ontario Human Rights Code, shall not be used in the application of this Agreement, or with respect to the terms and conditions of employment. It is therefore agreed that no discrimination shall be practiced by either party.

ARTICLE 31 - DURATION OF AGREEMENT *

- 31.01 **This** agreement will remain in effect for a period of ~~twenty-four~~ **(24)** months commencing 1 October 1992.
- 31.02 Notice that amendments are required or that either party intends to terminate the Agreement may only be given during the period of not more than ninety **(90)** calendar days and not ~~less~~ than thirty (30) calendar days prior to the termination date.
- 31.03 In the event of such notification being given ~~as~~ to the amendment of this Agreement, negotiations between the parties shall begin within fifteen **(15)** calendar days following such notification.
- 31.04 If pursuant to such negotiations ~~an~~ agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall continue in full force and effect until a new Agreement or a renewal of ~~this~~ Agreement is consummated, or ~~the~~ conciliation proceedings required under the Labour Relations Act (Revised Statutes of Ontario 1980) have been completed, ~~and~~
- (a) Seven **(7)** days have elapsed after the Minister has released to the parties the report of a conciliation board or mediator, or
 - (b) Fourteen **(14)** days have elapsed after the Minister ~~has~~ released to the parties a notice that the Minister does not deem it advisable to appoint a conciliation board, ~~as~~ the case may be.

31.05 It is understood that, during any negotiation following **upon** notice of termination or notice of amendment, either party **may bring** forward counter **proposals** arising out of or related to the original proposals.

ARTICLE 32 - LEGISLATION

32.01 Should **any** provision of the Agreement be found to be in conflict with any **Ontario** or Federal Legislation, the parties shall meet **and** arrive at a satisfactory settlement of the provision in conformity with the legislation; the remaining provisions shall continue to be operative **and** binding on both parties. If the parties fail to reach **a** mutual agreement the matter shall be presented **to** a single Arbitrator for a binding decision.

IN WITNESS THEREOF the parties hereto have caused this /
to be executed by their proper officers duly authorized in that behalf on
this sixteenth day of November, 1992 at Bell's Corners, Ontario

Computing Devices Canada Ltd.


Employees' Association
Computing Devices Can



J.W. Fancott



D.A. Carmichael



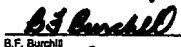
V.M. Whistler



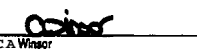
M.P. Thorstensen-Woll



T.S. Mair



B.F. Burchill



C.A. Winsor



R.C. Coyle



R.A. Brennan



B. Garrod



M.D. Cullen



J.M. Fox



K.M. Ryan

APPENDIX A

WAGE SCALE

CLERICAL/TECHNICAL OCCUPATIONS

Wage Schedule Effective
October 1st, 1992 to September 30th, 1994

JOB LEVEL	STARTING RATE	3 MONTHS' SERVICE	MAXIMUM
Level 1	8.68	8.96	10.56
Mail Clerk			
Level 2	9.22	9.52	11.28
Clerk General I* Data Control Clerk I Data Entry Operator I Drafts Asst.			
Level 3	9.81	10.14	12.02
Clerk General II* Jr. Clerk Typist Computer Operator I Computing Assistant I Data Entry Operator II			

JOB LEVEL	STARTING RATE	3 MONTHS' SERVICE	MAXIMUM
Level 4	10.44	10.77	12.82
Stationary Stores Clerk Assembly Control Clerk 1 Communications Clerk I Drafts Jr. Elect. Data Processor I Eng. Tech. Asst. I Technician Trainee Data Control Clerk 2 Library Clerk Drafting Assistant II			
Level 5	11.07	11.46	13.67
Accts. Payable Clerk II Clerk General III* Clerk Typist Financial Clerk Estimating Clerk Illustrator I Communications Clerk II			
Level 6	11.75	12.16	14.57
AME Data Co-ordinator Computer Operator II Computing Asst. II Data Entry Operator III Eng. Tech Asst. II Expeditor I MRP Documentation Clerk			

JOB LEVEL	STARTING RATE	3 MONTHS' SERVICE	MAXIMUM
Level 7	12.50	12.96	15.55
Fab WIP Control Clerk Assembly Control Clerk II Sr. Clerk Typist Drafts I Material Planner I* Photo/Graphic Arts I Technician I Writer I Micro Computer Technician Elect. Data Processor II Payroll/Petty Cash Clerk			
Level 8	13.28	13.78	16.61
Cost Clerk II Customs & Traffic Clerk Data Control Clerk III Eng. Tech Asst. III Expeditor II Inventory Control Clerk Elect. Data Processor III Planner Scheduler I Property Control Co-ordinator Sr. Estimating Clerk MRP Data Co-ordinator I			

JOB LEVEL	STARTING RATE	3 MONTHS' SERVICE	MAXIMUM
Level 9	14.13	14.65	17.69
Computer Operator III Computing Assistant III Drafts II Material Planner II* Mfg Technologist I PGC Controller QA Technologist I Technician II Technologist I Buyer Planner ILS Support Technologist Accts Payable III Travel Coordinator Inventory Controller Eng. Material Controller			
Level 10	14.99	15.57	18.87
Cost Clerk III Electronic Publishing Designer Engineering Data Processor Fab Process Planner Trainee Planner Scheduler II Tool Designer I Writer II Facilities Technologist Photo/Graphic Arts II Illustrator II			

JOB LEVEL	STARTING RATE	3 MONTHS' SERVICE	MAXIMUM
Level 11	15.95	16.57	20.14
Data Analysis Technician ECO Co-ordinator Final Test Technician III Mfg Technologist II Production Controller QA Technologist II Technician III Technologist II Technical Librarian* Computer Operator/Telecomm.			
Level 12	16.97	17.67	21.49
Customs Agent Design Drafts MRP Data Co-ordinator II Buyer			
Level 13	18.07	18.80	22.91
Assembly Methods Planner I Components & Spec. Technologist III Editing Co-ordinator Fab Process Planner I Final Test Technician IV Illustrator III Mfg Technologist III MRB Representative QA Technologist III Standards Specialist			

JOB LEVEL	STARTING RATE	3 MONTHS' SERVICE	MAXIMUM
Level 13 (Cont'd)	18.07	18.80	22.91
Technician IV Technologist III Tool Designer II Writer III			
Level 14	19.22	20.00	24.47
Assembly Methods Planner II Comp & Spec. Technologist IV Components Technologist Designer II Draftsperson/Checker Sr. Fab Process Planner II Mfg Technologist IV QA Technologist IV Technologist IV Senior Buyer			
Level 15	20.43	21.29	26.10
Designer III - Mechanical Designer III - Electrical			

* Indicates classifications which have a Pay Equity "adder".

APPENDIX A

WAGE SCALE

PLANT OCCUPATIONS

Wage Schedule Effective
October 1st, 1992 to September 30th, 1994

JOB LEVEL	STARTING RATE	3 MONTHS' SERVICE	MAXIMUM
Level 1 Assembler I	9.48	9.75	10.37
Level 2 Supplies Clerk Assembler II Helper Mfg Equipment Operator	10.32	10.67	11.01
Level 3 Mtc Helper Part Marker Test Equip Lab Asst.	10.81	11.14	11.71

JOB LEVEL	STARTING RATE	3 MONTHS' SERVICE	MAXIMUM
Level 4	11.64	11.90	12.47
Assembler III Deburrer I Machine Operator Mtce Worker I QA Inspector I Spray Painter Trainee			
Level 5	12.46	12.65	13.25
Bench I Sheet Metal I			
Level 6	13.15	13.42	14.09
Mat'l Handler Assembler IV Deburrer II Mtce Worker II Photo Tooling Inspector QA Inspector II Shipper/Packer Wave Solder Operator Driver/Materials			
Level 7	14.02	14.38	15.00
Plater I Sheet Metal II Spray Painter I			

JOB LEVEL	STARTING RATE	3 MONTHS' SERVICE	MAXIMUM
Level 8	15.16	15.42	15.93
Assembler V Bench II Mtce Worker III Photo Tooling Co-ordinator Printer I QA inspector III Welder I Sr. Mat'l Hardier Sr. Shipper/Packer			
Level 9	16.17	16.45	16.95
Bench III Machinist I Plater II PEM Mat'l Co-ordinator			
Level 10	16.93	17.36	18.06
Assembler VI Carpenter Machinist II Painter/Plasterer Printer II QA Inspector IV Rework Specialist Sheet Metal III Shop Mtce Fitter Spray Painter II			

JOB LEVEL	STARTING RATE	3 MONTHS' SERVICE	MAXIMUM
Level 11	17.95	18.49	19.19
Plumber Mech. I Plater III Assembler VII Electrician I Machinist III Welder II HVAC Mechanic I			
Level 12	19.10	19.81	20.43
Electrician II Machinist IV Model Maker QA Inspector V Sheet Metal IV Toolmaker HVAC Mech. II Plumber Mech. II Printer III			

APPENDIX B

1. Employees hired, promoted or transferred to Clerical/Technical Support occupations **will** be placed at a suitable point within the range for the appropriate job level.
2. **An** employee who **is** initially placed at the start of the range will progress **after** three (3) months, and six (6) months and every **six** (6) months thereafter with **an amount equal to fifteen (15%)** percent of the spread **from start to maximum salary**. The final increment paid **at the thirty-six (36) month** point will be an amount **equal to ten (10%)** percent of the spread from **start to maximum salary**.
3. The above progression will not prevent **an** employee **from** progressing more rapidly in time intervals and/or **amounts** of increase based on merit.
4. If **an** employee does not **so** progress the Company will, on request, give the reason the employee **was** not awarded an increase at the **time** of their annual review. If the employee is not satisfied they may grieve and the resolution of such grievance shall be determined on the **basis** of whether or not the Company has acted in **an** arbitrary or discriminatory manner. (This will **not** prevent an employee **from** progressing at a more accelerated rate.)
5. **An** employee whose transfer **is** in the nature of a promotion will achieve **an** equal or greater rate in their new level.

APPENDIX C

Dues Deduction Authorization

Authorization for Deduction of Dues for the Employees' Association of Computing Devices Canada.

I hereby authorize and instruct Computing Devices Canada to deduct each pay period, an amount equivalent to the Association Membership Dues from my wages and I hereby release the **said** company from any claim, demand or cause of action in respect of the said deductions. **This sum thus** deducted is **hereby** assigned **by** me to the Employees' Association, Computing Devices Canada and is to be remitted once monthly by the company to the Treasurer of the Association.

The **amount** of the Association Dues shall be determined by the Association's By-Laws and Constitution and amendments thereto.

PAYROLLNO.

DATE

EMPLOYEE'S SIGNATURE

WITNESS

PAYROLLNO.

APPENDIX D

1. **An** employee is eligible for Sick Leave anytime the employee is absent from work due to genuine illness, non compensable accident, medical or dental appointments or if a dependent child is ill or has a medical or dental appointment.

The Company may require a written verification for absences in either of the following instances:

- a) where the absence is for three (3) or more consecutive working days or
 - b) where there are reasonable grounds for suspecting abuse of sick leave.
2. An employee with less than twelve (12) months' service shall be allowed paid sick leave equivalent to one day for each completed month of service.
 3. **An** employee with more **than** twelve **(12)** months' service shall be allowed three (3) weeks paid sick leave in each calendar year.
 4. Part-time employees who are eligible for sick leave shall be paid **an** equivalent number of **hours** that they normally work for each day of sick leave.
 5. (a) In the event of **an** absence as a result of a non-compensable accident lasting at least one full day, or emergency hospitalization on an in-patient basis, employees shall be allowed to use paid supplementary sick leave up to the end of their disability. in conjunction with applicable Weekly Indemnity payments. Weekly Indemnity payments in the case of

non-compensable accident or in-patient hospitalization, are payable from the first full day of absence.

- (b) In the event of an absence as a result of illness lasting two weeks or longer, employees shall be allowed to use supplementary sick leave, with pay, after the expiration of their regular **current** year sick leave, up to the end of their disability, in conjunction with applicable Weekly Indemnity payments. Weekly Indemnity payments **in** the case of illness are payable **from** the **15th** day of continuous absence.
- (c) Regular, current year sick leave represents the number of unused days assigned to **an** employee since January 1st (Appendix D2 & 3) and when used in conjunction with Weekly Indemnity, an appropriate pro-rata reduction shall be applied to the unused balance.
- (d) Supplementary sick leave represents the number of days **of** unused sick leave accumulated during the employee's service with the Company subsequent to January, 1967. Payment, which shall start after two weeks of sickness, **and** be calculated from the day of expiration of regular sick leave, shall equal the employee's regular pay, less the applicable Weekly Indemnity from the Group Insurance plan. **An** appropriate pro-rata reduction shall be applied to the employee's accumulated sick leave credits in accordance with the ratio of such supplementary payment over the employee's regular pay.

- (e) If an employee suffers a subsequent serious illness, **once** their regular current year sick leave has been consumed, the employee may be allowed, at **the** discretion of the Company, to use accumulated supplementary sick leave while awaiting, and in conjunction with, **Weekly** Indemnity payments.
 - (f) If **an** employee with fifteen (15) years seniority or greater has had a series of serious illnesses **and** has consumed their sick leave and supplementary sick leave, the employee may be allowed, at the discretion of **the** Company, **a** maximum additional sick leave and/or supplementary sick leave days to a maximum of twenty-five (25) days. Discretionary sick leave is not subject to the terms outlined in Appendix D6.
6. An employee who retires on pension on or after their **55th** birthday, or is laid off without recall so **as** to lose their seniority, shall be entitled to payment for accumulated sick leave **credits** in accordance with the following scale:-

Years of Service	Per cent of Accumulated Sick Leave
5 years but less than 10	15%
10 years but less than 15	20%
15 years but less than 20	25%
20 years but less than 25	30%
25 years and over	35%

Such employee shall, at their request, be entitled to be paid in one lump sum, or in some other manner by mutual arrangement with the Company. In the event of the employee's demise before final payment, the amount due will be payable to the estate of the deceased.

APPENDIX E

Group Insurance Plan

1. Weekly Indemnity Benefits will be paid at the rate of 75% of base **earnings** up **to** the maximum current weekly U.I. benefit **as** may be amended **from** time to time.
2. A Long Term Disability program has **been** established in conjunction with the Weekly Indemnity **program**, for all members of the Bargaining Unit. The cost of this **coverage** is paid by the Company, however to ensure that the Long Term Disability benefit paid is non-taxable, the premium paid **on** the employees' behalf will be classed **as** taxable income. The current benefit payable after **the** eighteen **(18) week** period is 66.7% **of** base earnings to a maximum of \$10,000 per month (non-taxable).
3. Provincial Medical **and** Hospital plan (OHIP) provides coverage for basic medical and hospital expenses.
4. Semi-Private/Supplementary Health - The deductible portion of the supplementary health program is \$25.00 for each insured person during each calendar year, subject **to an** overall family limit of \$50.00 per calendar year. In addition, the plan pays 80% of eligible expenses for hospital care, **nursing** care, ambulance, laboratory **and** out-patient charges, prescription **drugs**, paramedical care, and appliances. The semi-private plan covers 100% of the excess cost of semi-private over standard ward accommodation.

5. Life Insurance will be carried on each permanent employee equal to two (2) times their annual base wages. If the amount **so** obtained is not **an** exact multiple of \$1,000.00 it will be rounded to the next **\$1,000.00** increment.
6. Optional Life Insurance is available to permanent employees equal to one or two times annual base wages rounded to the next higher \$1,000. Evidence of **insurability** is required if the application for optional life is made more than 31 **days** following date of eligibility.
7. Dependents Life Insurance - **Life** Insurance will be placed on dependents of employees payable in the event of their death as follows:
 - a) Employee's Spouse - \$5,000
 - b) Dependent Child - \$3,500
8. Dental Benefits include eligible basic and routine preventative procedures covered to the maximum according to the applicable Ontario Dental Association schedule of fees which is in effect for Control Data Canada, Ltd. Effective 1 January 1985, the Company shall provide major restorative and orthodontic dental insurance. This **insurance** will cover for each insured patient, 50% of all eligible expenses up **to** a maximum of \$2,000 annually for major restorative treatment, and \$2,000 per lifetime for orthodontic treatment.
9. The Company will notify the Association in writing on **any** changes in benefit **plans** in accordance with Article 3.08.

10. Effective upon ratification, employees through the Major Medical Plan will be reimbursed 80% of the cost of prescription eye wear, to a maximum of \$125.00 every 24 months. Glasses or contact lenses for dependent children up to the age of eighteen will be reimbursed at 80% of the cost to a maximum of \$75.00 every 12 months.

APPENDIX F

TEMPORARY EMPLOYEES

1. It is understood and agreed between the Company and the Association that employees classified as temporary are included in the Bargaining Unit and will only be engaged in the following functions:
 - a) To handle overload situations which occur from time to time in this business.
 - b) To meet special requirements of a non-repetitive nature
 - c) To replace permanent employees on leave-of-absence
2. The Company agrees to inform the Association in writing for usage of such temporary employees under this Article.
3. All provisions of the Collective Agreement shall apply to temporary employees except as follows:

Article 10.00

Article 15.01

Article 23.00 with respect to the Pension Plan and Dental Benefits.

The Company agrees to provide Sick Leave for temporary employees in accordance with Article 23. Coverage under the Benefit Plans and Sick Leave within Article 23.00 will not apply for temporary employees who are employed for a period of less than one (1) continuous month.

4. Temporary employees will not be allowed to apply for posted jobs, until **four (4)** months after their temporary assignment is terminated. **This** limitation shall not apply if the Company **is seeking** external candidates to fill the position from which **no qualified** internal candidates have applied for the job **posting**.
5. Any individual hired **as** a temporary employee in the above functions cannot exceed:
 - To handle overload situations - **Six (6) Months**.
 - To meet special requirements - Six (6) Months.**
 - To replace employees on leave of absence - duration of the leave.
 - In the event the Company requests an extension of the temporary job, the Company and the Association will meet to **discuss** the reason for the extension.
 - If **an** extension is not agreed to, the Company will terminate the position or post it **as permanent**.
6. It is agreed that Co-Op Students are exempt from the provisions of the Collective Agreement, except that sections **4 and 5** of **this** Appendix will apply to them. The Company agrees to inform the Association of who they are, where they are located, and their date of hire by the Company. Co-Op Students will be reviewed at the end of eight (8) months.
7. The Company **has** no intention of using **this** temporary employee concept to circumvent the normal seniority provisions, but simply to ease the impact of overload situations on Company and employees alike.

APPENDIX I

TRAINING

All parties recognize that it is mutually advantageous to train employees to perform their current job more efficiently and provide them support for advancement potential.

The' employer shall initiate Training Plans in line with ongoing needs analysis in order to allow employees reasonable opportunities to upgrade their knowledge and skills.

APPENDIX J

**SUPPLEMENTAL UNEMPLOYMENT BENEFITS
PLAN (SUB)**

Upon the effective date approved by UTC, **an** employee will be eligible for Supplemental Unemployment Benefits (SUB's) under the following conditions:

1. Qualified and approved Maternity Leave, Article 13.072.
Qualified and approved Adoption Leave, Article 13.08
 - (a) **The total SUB entitlement** during a period of leave shall be four **(4)** weeks.
 - (b) The **SUB** payments shall be paid **as** follows:
 - (i) Upon proof of qualification for Unemployment insurance Benefits, the employee will be entitled to a **SUB** payment **equal** to no more **than** 95% of the employee's total regular weekly earnings for a period of **two (2)** weeks.
 - (ii) Each subsequent ~~week's~~ **SUB** payment will "top up" the Unemployment Insurance benefit entitlement to equal 95% of the employee's regular weekly earnings for a period of two **(2)** weeks.
 - (c) SUB payments shall be based on the employee's established ~~weekly~~ schedule of work hours (excluding overtime), in effect **as** at the date of leave.

- (d) The rate of pay used in such computations shall be the employee's hourly rate including lead hand premium, seniority pay, shift premium, and **COLA** in effect at the date of leave.
- (e) **All** payments are **subject to the** terms and conditions of the approved Supplemental Unemployment Benefit Plan document, and **at** no time will the combined weekly level of U.I. benefits, SUB payments and other earnings exceed **95%** of the employee's normal weekly earnings.

APPENDIX K

LETTERS OF UNDERSTANDING

November 5, 1992

Mr. D. A. Carmichael
President
Employees' Association
Computing Devices Company
P.O. Box 8508
Ottawa, Ontario
K1G 3M9

~~Dear~~ Butch

Re: Letter of Understanding - Vacation Accrual Upon Termination

This will clarify that, upon termination, pay in lieu of vacation will be calculated as follows:

Less than 9 year service	10 hours monthly
9 years, but less than 19	13.333 hours monthly
19 years or more	16.667 hours monthly

Sincerely,

V.M. Whistance,
Director, Human Resources

VMW/ss

November 5, 1992

Mr. D. A. Carmichael
President
Employees' Association
Computing Devices Company
P.O. Box 8508
Ottawa, ON
K1G 3M9

Dear Butch

Re: Letter of Understanding:- Apprenticeship Policy

It is understood that the new Apprenticeship program is in its infancy.

The Company agrees to discuss with the Employees' Association any changes that may be required.

Sincerely

V. M. Whistance
Director, Human Resources

VMW/ss

November 5, 1992

Mr. D. A. Carmichael
President
Employees' Association
Computing Devices Company
P.O. Box 8508
Ottawa, ON
K1G 3M9

Dear Butch

Re: Letter of Understanding - Article 9: Job Evaluation

The Association and the Company both recognize the delicate nature of job evaluation **and** recognize the efforts and results of the joint Job Evaluation Committee. Both parties have a mutual commitment **to** the integrity of the process and wish to ensure its continued success. The Association may release the individual **points** of the plan to individual employees relative to their job upon request. However, both the Company and the Association will do **nothing** to encourage or promote the release of the points to either management or the membership of the Association. The Association may advise employees that such data is available in the event that employees have complaints or grievances under **this** Article.

Sincerely

V. M. Whistance
Director, Human Resources

VMW/ss

November 5, 1992

Mr. D. A. Carmichael
President
Employees' Association
Computing Devices Company
P.O. Box 8508
Ottawa, ON
K1G 3M9

Dear **Butch**

Re: Letter of Understanding: - Subcontract Review Committee

The practice **of** the Company is to advise the Employees' Association through the Subcontract Review Committee of the subcontracting to **a** vendor of work customarily performed by the Company, in its **own** plant, with its **own** employees. The Company agrees **to** inform Association representatives in advance of the commencement of subcontract activities (except in cases of emergency subcontracting) what is to be subcontracted, when subcontracting will begin, and the reasons for subcontracting.

It is further agreed that at least two of the Association representatives on the Subcontract Review Committee **will** be members of the executive.

Sincerely

V. M. Whistance
Director, Human Resources

VMW/ss

November 5, 1992

Mr. D. A. Carmichael
- President
Employees' Association
Computing Devices Company
P.O. **Box 8508**
Ottawa, ON
K1G 3M9

Dear Butch

**Re: Exclusion of Secretaries from the Employees' Association
Bargaining Unit**

This letter will confirm the understanding of the Company and the Employees' Association **that** traditionally secretarial positions have been and will continue to be excluded from the Employees' Association **Bargaining** Unit.

It is the policy of the Company to **restrict** the secretarial designation to those secretaries supporting Management Board members and those individuals reporting to Management Board. The titles currently used are Executive Secretary and Secretary.

Sincerely

V. M. Whistance
Director, Human Resources

VMW/ss

November 5, 1992

Mr. D. A. Carmichael
President
Employees' Association
Computing Devices Company
P.O. Box 8508
Ottawa, ON
K1G 3M9

Dear Butch:

Re: Exclusion of Staff of the Salaried Payroll from the
Employees' Association Bargaining Unit

This letter will further confirm the understanding of the Company and the Employees' Association that the exclusion of staff on the salaried payroll from the Bargaining Unit will not be used to remove employees from the Bargaining Unit except those who will be hired, promoted or transferred into occupations traditionally on the salaried payroll. As of this date, the following titles are on the salaried payroll:

Ail managers and supervisors
Marketing Administrators
Personnel Administrators
Financial Administrators
Accountants
Occupational Health Nurse
Senior Purchasing Representatives

Training Administrator
Security Administrators
Production Control Administrators

While the above specifically outlines those positions in the Company paid on the salaried payroll, in general it is the policy of the Company to restrict the salaried payroll to persons employed in a supervisory or managerial capacity and to those on staff whose occupation involves making recommendations to the Company with regard to financial and policy matters.

Sincerely

V. M. Whistance
Director. ~~Human~~ Resources

VMW/ss

November 5, 1992

Mr. D. A. Carmichael
President
Employees' Association
Computing Devices Company
P.O. Box 8508
Ottawa, ON
K1G 3M9

Dear Butch:

Re: Transfer to SEAC

This letter will confirm the understanding of the Company and the Employees' Association and the exclusion of employees from the Bargaining Unit, as defined in Article 2.01(c), will not be used to transfer job classifications listed in the Plant Schedule and the Clerical/Technical Schedule, from the Employees' Association to the Salaried Employees Alliance of ComDev.

Sincerely

V. M. Whistance
Director, ~~Human~~ Resources

VMW/ss

November 5, 1992

Mr. D. A. Carmichael
President
Employees' Association
Computing Devices Company
P.O. Box 8508
Ottawa, Ontario
K1G 3M9

Dear Butch

Re: Letter of Understanding - Pensions - 23:05

The Pension **Plan** will be continued during the life of this Agreement and will not be amended without the consent of the Employees' Association.

The Company and the Employees' Association will form a Joint Pension Review Committee **consisting of** at least two **(2)** Association members and at least **(2)** Company members.

The Joint Committee will meet quarterly.

The Company will share available cost information relative to the **costs** of any improved benefit.

Sincerely,

V. W. Whistance
Director, Human Resources

VMW/ss

APPENDIX L

PART-TIME EMPLOYEES

1. Employees classified as part-time are those regularly scheduled to work less than thirty-two (32) hours per week but who work more than 1040 hours of the available work hours in a fiscal year.
2. It is understood and agreed between the Company and the Association that part-time employees are included in the bargaining unit.
3. All provisions of the Collective Agreement shall apply to part-time employees except as follows:
4. **ARTICLE 10**

Part-time employees accumulate seniority and they will be credited with one-half (1/2) of their continuous service since the date of last hire.

- a) It is understood that part-time employees will become part of the Seniority List based on their prorated accumulation.
- b) When a full-time employee within the bargaining unit transfers to part-time, such employee(s) shall carry their seniority entitlement at the time of the transfer.

5. ARTICLE20

Part-time employees will be entitled ~~to~~ vacation pay of six **(6)** percent of ~~earnings~~ which shall be calculated on a bi-weekly basis ~~and~~ added to their bi-weekly pay cheque.

6. ARTICLE21

~~For~~ all holidays ~~on~~ which a part-time employee would normally be scheduled for work, the employee shall be entitled to holiday pay in accordance with Article 21. ~~For~~ holidays ~~on~~ which a part-time employee would not normally be scheduled for work, the employee shall be entitled ~~to~~ holiday pay in accordance with the provisions of the Employment Standards Act.

7. ARTICLE23

23.02 • Life Insurance • ~~per~~ the Company's letter dated 29 May 1987.

Major Medical - per the Company's letter dated 29 May 1987.

23.05 • Pension • comply with legislation effective 1 January 1987 relating to part-time workers.

8. APPENDIX D

Part-time employees who are eligible for sick leave shall be paid ~~based~~ on equivalent hours normally worked.

Sick Leave may be accumulated and carried over in case of extended illness up to two consecutive weeks.

9. APPENDIX E

Dental - Basic Plan - 100% cost sharing after 10 years service (based on proposed seniority calculation).

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