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and

NORTHERN TELECOM CANADA
LIMITED

COLLECTIVE LABOUR AGREEMENT

(SHOP AND WAREHOUSE)

EFFECTIVE:
MARCH 30, 1988 to OCTOBER 31, 1990

MAY 1 - 1988

TABLE OF CONTENTS

Article	Page
1 Recognition and Scope.....	1
2 Purpose.....	2
3 Management Rights.....	2
4 Relationship.....	2
5 Strikes and Lockouts.....	4
6 Seniority.....	4
7 Continuous Service.....	18
8 Protection for Employees on Transfer of Work from Unit or Phase-Out of Operations.....	20
9 Technological Change.....	23
10 Health and Safety.....	23
11 Foremen and Supervisors.....	26
12 Bulletin Boards.....	26
13 Job Evaluation.....	27
14 Lay-off Allowance.....	28
15 Grievances.....	32
16 Arbitration.....	36
17 Disciplinary Action.....	37
18 Leave of Absence for Union Duties.....	38
19 Deduction of Union Dues.....	40
20 Unlisted Privileges.....	41
21 Hours of Work.....	42
22 Overtime.....	43
23 Off-Shift Differential.....	45
24 Statutory Holidays.....	45
25 Vacation with Pay.....	47
26 Vacation Allowance to Employees on Termination of Service, Maternity/Adoption Leave of Absence and at Time of Lay-Off.....	51
27 Minimum Compensation.....	52
28 Absences From Work.....	53
29 Welfare Plan.....	55
30 Employee Training.....	55

TABLE OF CONTENTS (Continued)

Article	Page
31 Maternity and Adoption Leave of Absence.....	56
32 Information to the Union.....	58
33 Miscellaneous.....	59
34 Validity.....	60
35 Production Standards.....	60
36 Cost of Living Allowance.....	61
37 Rates of Pay.....	64
38 Access to Employee Profile and Attendance Document.....	66
39 Modification, Renewal and Termination.....	67
Appendix A - Pension/Benefits.....	69
Letters.....	91

ALPHABETIC INDEX AT END OF CLA

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

COLLECTIVE LABOUR AGREEMENT

MEMORANDUM OF AGREEMENT made **this 24th** day of March, 1988

BETWEEN:

NORTHERN TELECOM CANADA LIMITED, a corporation organized and existing under the laws of Canada. Hereinafter called the "Company"

OF THE FIRST PART,

AND:

COMMUNICATIONS AND ELECTRICAL WORKERS OF CANADA, on behalf of Local No. 9, a non-incorporated union of employees representing the employees of the Company as defined in Article 1. Hereinafter referred to as the "Union"

OF THE SECOND PART.

Article 1

RECOGNITION AND SCOPE

R | **1.01** The Company recognizes the Union as the sole and exclusive bargaining agency with respect to wages, hours and working conditions for employees of the Telecom Services Division Shops and Warehouses located in the County of York, who are employed in connection with the repair and distribution of communications and related equipment, save and except office staff and supervisors.

Article 2
PURPOSE

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

Article 3
MANAGEMENT RIGHTS

3.01 The Union acknowledges that it has been and still is the exclusive right of the Management of the Company to: hire, lay-off, discharge, classify, transfer, promote, demote or discipline employees, subject to the right of the employee concerned to lodge a grievance in accordance with the grievance procedure.

3.02 The Union acknowledges the exclusive right of the Company to operate and manage its business in all respects in accordance with its obligations and generally to manage the enterprise in which the Company is engaged and, without restricting the generality of the foregoing, to determine the number and location of work areas, the methods to be used in operations, schedules, kinds and location of machines and tools to be used, processes of repairing, warehousing and installing and the control of material and parts to be used.

Article 4
RELATIONSHIP

4.01 The Union agrees to furnish the Company with the names of the personnel authorized to represent it (the Union) in its relations with the Company. The Local co-

vered by this Agreement **agrees** to keep the Company currently advised of their officers and stewards.

4.02 The Company agrees that there shall be no discrimination by the Company, or any of its agents, against any employee or group of employees because of membership or non-membership in the Union. **Em**ployees shall not be subject to prejudice or discrimination solely because of presenting grievances for themselves or other employees. The Company and the Union agree that there shall be no discrimination against any employee because of age, marital status, sex, sexual orientation, race, creed, colour or national origin.

4.03 The Union agrees that neither its officers nor its members will intimidate, discriminate against or coerce any employee or group of employees, for the reason that they are or are not members of the Union.

4.04 The Union agrees that there will be no Union activities during working hours except those which are necessary in connection with the handling of grievances and the enforcement of this Agreement.

4.05 (a) The Company and the Union will meet two (2) times each year to review subjects of concern to either Party. The Union and the Company will submit items for the agenda at least two (2) weeks in advance of the meeting date.

(b) Special meetings between the Company and the Executive and Grievance Committee of the Union shall be held as required, either on the request of the Company or the Union.

4.06 The Company agrees to permit representatives of the Communications and Electrical Workers of Canada to enter the Company's property for the purpose of transacting business arising out of this Agreement, provided

said representatives are accompanied through the plant by a representative of Management, and with the understanding that this will not interfere with the Company's business. If the work location of the employee or employees is on other than the Company's property, the Company agrees to co-operate with the Union in endeavouring to obtain permission to enter said property for the purpose hereinbefore set forth in this section.

4.07 Bargaining Committee members will be paid for all time lost from work due to attendance at negotiations.

4.08 In this Collective Agreement words using the masculine gender include the feminine and neuter; the singular includes the plural, and the plural singular, where the text so indicates.

Article 5 STRIKES AND LOCKOUTS

5.01 During the term of this Agreement the Company agrees that there shall be no lockouts and the Union agrees that there shall be no slowdown, strike or any other stoppage of or interference with work which would cause any interruption in work.

Article 6 SENIORITY

6.01 Seniority shall commence on the date of entry into the bargaining unit, except that the seniority of those employees in the bargaining unit on the commencement date of this Agreement shall be their continuous service on that date. Seniority shall accumulate for the full period of employment in the bargaining unit subject to the following conditions:

6.01.01 Seniority shall terminate for the following reasons:

- (a) Voluntary resignation.
- (b) Discharge for just cause if not reversed through the grievance procedure.
- (c) Absence from work for three or more consecutive working days without the Company being notified. It is considered in such circumstances that the employee has resigned voluntarily unless a satisfactory reason is provided.
- (d) Inability to return to work within two (2) years after sick benefits (if any) have expired.
- (e) Failure to return to work from lay-off within one (1) week after having been notified to report; or within two (2) weeks after having been notified and given satisfactory explanation for not returning at the end of the first week. When the ~~term~~ of employment following recall would be of short duration, the refusal of an employee to accept recall to such employment would not result in termination of seniority.
It is agreed that laid-off employees being recalled will be ~~permitted~~ to give their present employer reasonable notice of termination in order to accept recall.
- (f) Failure to return from lay-off within the "Seniority Maintains" times outlined in 6.01.03.
- (g) A laid-off employee who is recalled to work and is unable to return due to sickness, accident or maternity shall not lose his/her recall rights.

6.01.02 Deductions from seniority shall be made for the following reasons:

- (a) When an employee with less than three (3) months continuous service is absent without pay due to sickness, that ~~period~~ of absence up to one (1) month ~~only~~, in any consecutive twelve (12) month ~~period~~, will be granted upon return to ~~work~~.

tain seniority during lay-off as follows:		
Seniority at Date of Lay-off	Seniority Accumulates	Seniority Maintains
Less than 1 year	* 12 months	24 months
One year but less than five years	* 15 months	36 months
Five years or more	* 18 months	60 months

*Note: If an employee returns from lay-off within above Periods.

6.02 Seniority List

6.02.01 A seniority list shall be compiled and posted monthly. The list shall show the employee's continuous service date, seniority, grade and job analysis number.

The Union shall be furnished with four (4) copies of the monthly seniority list.

6.02.02 New employees shall be considered as probationary employees and shall hold no seniority rights under this Agreement for the first sixty (60) calendar days. This sixty day period may be extended by the total

number of full working days of absence due to vacations, bereavement leave, illness or approved leave of absence. Probationary employees are eligible to become members of the Union and are covered by all the provisions of the Agreement except that, where the employee's service is terminated during the probationary period, such termination of employment shall not be subject to the grievance procedure. After the expiration of the probationary period, their names shall be placed on the seniority list and they shall acquire seniority rights.

6.03 Transfers

6.03.01 The seniority of an employee transferred into the bargaining unit who has never worked in the unit before will commence on the date of entry into the bargaining unit. After accumulating five (5) consecutive years of seniority in the unit, the employee will be credited with all previous Company continuous service as seniority.

In cases of transfer between the North York Shop and North York Office bargaining units, seniority accumulated in the previous unit will be credited immediately as seniority in the new unit.

6.03.02 Employees transferred to a non-supervisory position outside the bargaining unit for a period up to 3 consecutive months and who subsequently return shall be credited with their previous seniority plus the time spent outside the bargaining unit.

6.03.03 An employee transferred to a non-supervisory position outside the bargaining unit for a period in excess of three (3) consecutive months and who subsequently returns will be credited upon return with previous seniority in the bargaining unit. The time spent outside the bargaining unit will be credited as seniority after the employee accumulates a further five consecu-

tive years of seniority in the bargaining unit. In cases of transfer between the North York Shop and the North York Office bargaining units, the time spent in the other unit will be credited as seniority immediately upon return.

6.03.04 An employee transferred outside the bargaining unit to a supervisory position upon return to the bargaining unit will receive credit for all previous seniority plus time spent in a supervisory capacity.

Any return of an employee to the bargaining unit from a supervisory position will not result in the downgrade of any existing employee in the bargaining unit.

The supervisor shall be returned to a vacancy in the grade he held when he left the bargaining unit or in a lower grade. If he is placed in a vacancy in a grade lower than the grade he last held in the unit, he shall be entitled to rate protection in the same manner as if he were being downgraded due to a lack of work.

In the event of a surplus within 3 months of the employee's return to the bargaining unit the following will apply:

- (a) if the employee has been out of the bargaining unit for 24 months or more and a surplus develops in the grade to which he was assigned, he will be declared surplus first and his bumping rights will commence in the next lower grade.
- (b) if the employee has been out of the bargaining unit for less than 24 months and a surplus develops in the job analysis to which he was assigned, he will be declared surplus first and his bumping rights will commence in the next lower grade.

6.03.05 Except as provided in 6.03.04, an employee who is transferred back into the bargaining unit shall return to the job he held at time of transfer out of the unit, if the job still exists, and shall have the right to bump a junior employee on that job. If he cannot be placed on his former job, he shall be declared surplus at the

grade level of his former job in the bargaining unit and allowed **bumping rights from that grade level.**

6.03.06 Nothing in this article shall restrict the Company with respect to transfer of employees between Company locations, included or not included in this Agreement.

6.04 Promotions and Vacancies

6.04.01 All vacancies within the bargaining unit will, whenever possible, be filled by selecting qualified employees from within the bargaining unit.

6.04.02 Job vacancies will be posted on the bulletin boards for a ~~period of three (3)~~ working days for shop jobs listed below:

- a) All Grade **27** and higher jobs
- b) All Grade **26** jobs in Teletype, Switchboard and Electronics
- c) Buffing jobs
- d) Skilled Trades jobs

An employee may at any time make a written request to the Human Resources Department expressing a desire to fill a particular job analysis. When a vacancy in this job analysis is posted, the written request will be considered as ~~an~~ application for the job posting. **Any** such written request on file will become cancelled after a ~~peri-~~od of six (6) months or when a vacancy for this job analysis is filled, whichever occurs first.

Applicants for the above vacancies who have held the job, as defined by analysis number, during the twelve (12) months prior to the ~~date~~ of the posting, will be select-~~ed~~ by seniority ~~over~~ other applicants notwithstanding the seniority of these other applicants. Otherwise, vacancies will be filled by the most senior applicant from among those qualified. The name of the employee who gets the job will be posted immediately.

6.04.03 (a) Except for jobs covered in paragraphs 6.04.02 and 6.04.07, promotions and lateral transfers to jobs which are made for the purpose of gaining experience to qualify for advancement will be made on the basis of seniority from among those qualified and willing to accept the job. In the event that no employee from among those qualified is willing to accept the job, the junior employee from among this group of qualified employees will be required to take the job.

(b) As vacancies are filled, the Company shall provide to the Union a list of employees who have refused to accept a job in accordance with 6.04.03(a). This list will contain the date of the request, the analysis number of the vacancy and will be initialled by those employees refusing to accept the job. This list will be provided with the associated employee job change form.

(c) When an employee refuses to accept a job in accordance with 6.04.03(a) the Company shall not be required to consider him/her for a period of six (6) months for the same job analysis number, unless the employee signifies in writing to the Human Resources Department that he/she is now willing to accept the job.

6.04.04 (a) Lateral transfers on a temporary basis (not to exceed one month) will be made at the Company's option and the employee(s) will not have the right to refuse.

(b) In those cases where employees have previously requested a lateral transfer in writing to their supervisor or to the Human Resources Department, these requests will be considered in the following order:

- (i) Employees who were declared surplus or bumped from the job as defined by analysis number during the twelve (12) months prior to the vacancy occurring shall on the basis of seniority have the option of returning to the job, provided he/she has more seniority than any other employee who is eligible for an upgrade.

(ii) If the job is not filled per (i) above then an employee who has made a written request and who has been on his ~~or~~ her present assignment for twelve (12) months or more will ~~be~~ given the job provided he/she has more seniority than any other qualified employee who has applied and has been on his/her present assignment for twelve (12) months ~~or~~ more or is eligible for an upgrade.

If an employee is transferred laterally in accordance with 6.04.04(b)(ii), the Company will not be required to transfer him/her laterally again under this clause for a period of two (2) years.

R (c) Buffers with more than two years in buffering and unable to obtain a lateral transfer shall have the option of taking a downgrade to a vacancy provided he has more seniority than any other person eligible to fill the vacancy. Not more than 25% of the buffers shall have the right to exercise this option in a three (3) month period.

6.04.05 Vacancies which the Company believes will last for less than one (1) month will not be posted.

Posting of temporary vacancies, lasting more than one (1) month will state that the vacancy is temporary and the reason for such vacancy.

Employees returning will ~~be~~ placed on their former job, and the employee who filled the temporary **job** will have the right to bump an employee who filled the job which he left to assume the temporary position.

The temporary designation will only apply to the original job vacancy and the job from which the replacement came.

6.04.06 An employee who is placed on a job per paragraphs 6.04.02, 6.04.03, 6.04.04 or 6.04.05, will be allowed the normal familiarization period and will be given the normal instructions for such **job** during the familiarization period. In the event that the employee fails

to meet the job requirements during the familiarization period he shall be returned to his previous job or a comparable job at the same grade level as his previous job.

R | **6.04.07** The Company will post notices of first line supervisory jobs and non-supervisory jobs outside the bargaining unit in the North York Plant. Written applications from the bargaining unit employees will be considered before an appointment is made.

Grievances originating in connection with this clause shall only be subject to the grievance procedure up to and inclusive of the third step.

6.04.08 When qualifications for a job are determined by written tests, the following shall apply:

- (a) The Union will be advised upon request of the name of any employee(s) taking the test.
- (b) The employee and the Union will be advised of the required pass mark.
- (c) If there is any complaint following the taking of any test, the test and results shall be shown to and discussed with the employee alone or with the steward present if the employee so requests. In addition the test and results will be shown to and discussed with the Union upon request.
- (d) If no employee within the bargaining unit achieves a passing mark, the Company will discuss with the Union the possibility of filling the job, by providing additional training to someone within the bargaining unit, prior to hiring from outside.
- (e) In the interest of assisting employees wishing to further their technical knowledge, the company will provide the following on request:
 - (i) a general outline of the technical areas to be covered by the test, eg. ~~theory~~, troubleshooting and analysis of analogue amplifiers and microprocessor-based circuits; digital logic, *etc.*,

R | **6.05.02** When lack of work necessitates that a surplus employee bump in grade **26** or in a higher grade, such surplus employee will have the right to bump a junior employee on the same or lower grades in order down to grade **25** provided he has previously performed the work being done by the junior employee or provided the work he has performed in previous assignments makes him qualified to perform the junior employee's assignment satisfactorily within the normal familiarization period. If he cannot be placed in grade **25** or higher, then he will exercise bumping rights in accordance with **6.05.04**.

6.05.03 When lack of work necessitates that a surplus grade **25** employee bump, he/she shall displace a junior employee in the following order:

- (1) The surplus employee will bump a junior employee on the last former job analysis he/she held in grade **25**.

- E
- (2) If the surplus employee can not be placed per (1) above, then he/she will bump a junior employee in the next former job analysis he/she held in grade 25 provided this job analysis was held during the previous five (5) year period.
 - (3) If the surplus employee cannot be placed per (2) above, the process of (2) above will be repeated in each former job analysis he/she held in this grade in order provided the job analysis was held during the previous five (5) year period.
 - (4) The surplus employee will have the right to refuse to be placed in a former job he/she held when being placed per (1) (2) or (3) above. In the event of a refusal to accept placement in the first job that the surplus employee could bump, his/her bumping rights will then move directly to the provisions of (5) below.
 - (5) If the surplus employee cannot be placed per (1) (2) or (3) above, he/she will have the choice of bumping:
 - (i) The junior employee in grade 25, provided he/she is capable of performing the work, or
 - (ii) Choose to exercise bumping rights in grade 24 in accordance with 6.05.04.

6.05.04 When lack of work necessitates that a surplus employee bump from a higher grade to grade 24 or 23 or bump as a surplus employee in grade 24 or 23, he/she shall displace a junior employee in the following order:

- (1) The surplus employee will bump a junior employee on the last former job analysis he/she held in the grade where he/she was declared surplus.
- (2) If the surplus employee cannot be placed per (1) above, then he/she will bump a junior employee in the next former job analysis he/she held in the grade where he/she was declared surplus provided this job analysis was held during the previous five (5) year period.

- (3) If the surplus employee cannot be placed per (2) above, the process of (2) above will be repeated in each former job analysis he/she held in this grade in order provided this Job analysis was held during the previous five (5) year period.
- (4) A surplus employee will not be required to bump into a buffing job if the bumping takes place more than twelve (12) months after the surplus employee last held this job.
- (5) If the surplus employee cannot be placed per (1) (2) or (3) above, he/she will have the choice of bumping:
 - (i) The junior employee in the same grade on a non-buffing job, provided he/she is capable of performing the work, or
 - (ii) A junior employee in the same grade on a buffing job, or
 - (iii) Choose to exercise bumping rights in the next lower grade, in accordance with 6.05.04 or 6.05.05.

6.05.05 When lack of work necessitates that a surplus employee bump from a higher grade to grade 22 or as a surplus grade 22 employee, he/she, starting with the most senior employee affected, will have the option to select from the available open job vacancies at the grade 22 level which will be created through the bumping of junior grade 22 employees who shall be laid off.

6.05.06 Carpenters, painters and skilled trades will not be subject to bumping by other shop employees who have not previously performed the job and will in turn be restricted to bumping junior shop employees on jobs they have previously performed or junior shop employees at grade 24 and lower levels.

R | 6.05.07 An employee who has not performed the buffing job during the previous twelve (12) months and

R who chooses not to bump into this job will not lose rate protection.

6.05.08 Except as provided in 6.05.07, an employee who chooses not to bump into a job he is capable of performing but bumps into a lower grade, will not be entitled to rate protection.

6.05.09 If the surplus employee cannot be placed on a job in accordance with the above paragraphs 6.05.02, 6.05.03, 6.05.04 and 6.05.05 he/she shall be laid off.

6.05.10 The Company will give the employee(s) affected and the Union notice of lay-off in writing as follows, or notice of lay-off as provided in the appropriate government legislation, whichever is greater:

- (a) Two (2) weeks notice for service of less than five (5) years.
- (b) Four (4) weeks notice for service of five (5) years but less than ten (10) years.
- (c) Eight (8) weeks notice for service of ten (10) years or more.

6.05.11 Prior to hiring new employees, the Company will recall laid-off employees as follows:

Seniority Standing At Date of Lay-off	Recall Period After Date of Lay-off
Less than 1 year	*24 months
One year but less than five years	*36 months
Five years or more	*60 months

*Note: Recalls will be in accordance with paragraph

6.05.12.

A laid-off employee will be given an additional twenty-four (24) month period of preferred hiring consideration if, prior to the end of the applicable recall period, the employee makes application in writing to the

Company and presents himself for employment when required by the Company.

Failure to accept any offer of employment will terminate the above rights subject to the provisions of 6.01.01(e). However, refusal to accept recall to a buffing job will not terminate recall rights, except in cases where an employee who has been laid-off from a buffing job is recalled to fill an opening in buffing.

R **6.05.12** Laid-off employees will be recalled in order of their seniority at time of lay-off provided such employees are able to meet the normal requirements of the available job vacancies within the normal familiarization period and provided they have kept the Company informed of any change of address and have not refused an opportunity for employment when called by the Company. The Company agrees that it will send a registered notice to the last recorded address. The Company will provide the local Union with a list of all employees who refuse recall as well as a list of those employees that the Company is attempting to contact via registered notice.

Article 7
CONTINUOUS SERVICE

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

7.01.01 Continuous service shall terminate for the following reasons:

- (a) Voluntary resignation.
- (b) Discharge for just cause if not reversed through the grievance procedure.
- (c) Absence from work for three or more consecutive working days without the Company being notified. It is considered in such circumstances that the employee has resigned voluntarily unless a satisfactory reason is provided.
- (d) Inability to return to work within two (2) years after sick benefits (if any) have expired.
- (e) Failure to return to work from lay-off within one (1) week after having been notified to report; or within two (2) weeks after having been notified and given satisfactory explanation for not returning at the end of the first week. When the ~~term~~ of employment following recall would be of short duration, the refusal of an employee to accept recall to such employment would not result in termination of continuous service. It is agreed that laid-off employees being recalled will be ~~permitted~~ to give their present employer reasonable notice of termination in order to accept recall.
- (f) Failure to return from lay-off within the "Continuous Service Maintains" times outlined in **7.01.03**.
- (g) A laid-off employee who is recalled to work and is unable to return due to sickness, accident or maternity shall not lose his/her recall rights.

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

- (a) **When an employee with less than three (3) months** continuous service is absent without pay due to sickness, that **period** of absence up to one (1) month only, in any consecutive twelve (12) month period, will be granted upon return to work.
- (b) Any period of leave of absence in excess of one (1) month in any consecutive twelve (12) months for which approval is granted without credit for continuous service.

7.01.03 An employee will accumulate and/or maintain continuous service during lay-off as follows:

Continuous Service at Date of Lay-off	Continuous Service Accumulates	Continuous Service Maintains
Less than 1 year	* 6 months	12 months
1 year but less than 5 years	* 9 months	36 months
5 years or more	* 18 months	60 months

*Note: If an employee returns from lay-off within above periods.

7.01.04 Continuous service shall be bridged for the following reasons:

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

Period of Service Break	Previous Continuous Service Credited
1 month or less	at time of re-employment
greater than 1 month but less than 1 year	after completing a period of Continuous Service equivalent to the period of service break
1 year or more	after completing 1 year of Continuous Service

- (b) Employees who have had previous credited service of six (6) months or more with associated companies shall receive credit for such service, in the same manner as paragraph (a) above.

Article 8
PROTECTION FOR EMPLOYEES ON
TRANSFER OF WORK FROM UNIT OR
PHASEOUT OF OPERATIONS

8.01 In the event that the Company moves an operation or a job to another Company location or ceases to perform an operation or job due to a phase-out of such operation or job, the following procedures will apply:

- (a) An employee on an affected job will exercise bumping rights in accordance with the Collective Agreement
- (b) If the employee is unable to maintain his grade under (a) above, he may request to be transferred at the same or to another Company location to a vacancy at the same grade level as his job which was affected by the move.

In the event that the exercising of bumping rights referred to in (a) above results in an employee bumping down from his old grade, then that employee may request a transfer at the same or to another Compa-

ny location, to a vacancy at his resultant grade level or any **grade level up to his grade level** prior to the move. All requests for transfer shall be made no later than six (6) months **immediately** following the date of the move of the **job** or operation. If a vacancy is available during this six (6) month period and local Collective Agreements permit, the Company will transfer the employee.

The Company will provide job training where required for **the** transferred employee to perform the job in a satisfactory manner; such job training not to exceed a period of six (6) months.

- (c) If the Company is unable to find suitable placement for the employee as per (b) above, the employee may elect to be terminated and receive severance pay as follows:

Continuous Service	Severance Pay
Less than 1 year	0
1 year but less than 2 years	2 weeks
2 years but less than 3 years	3 weeks
3 years but less than 4 years	4 weeks
4 years but less than 5 years	5 weeks
5 years but less than 6 years	6 weeks
6 years but less than 7 years	7 weeks
7 years but less than 8 years	8 weeks
8 years but less than 9 years	9 weeks
9 years but less than 10 years	10 weeks
10 years but less than 11 years	12 weeks
11 years but less than 12 years	14 weeks
12 years but less than 13 years	16 weeks
13 years but less than 14 years	18 weeks
14 years but less than 15 years	20 weeks

Three (3) weeks additional pay for each full year of service in excess **of** fifteen (**15**) years of service.

- (d) If eligible, the employee may request to proceed on pension. The employee will not be entitled to sever-

ance pay allowance, if his request is granted by the Company.

8.02 An employee who is retained on a job in accordance with 8.01 (a) or (b) above and whose rate is adversely affected by the move will have his rate in effect at the time of the move maintained after the change in assignment for twelve (12) months or as provided in Article 37.04, whichever is the greater period. During the rate protection period general wage adjustments will be applied based on the grade held by the employee immediately prior to the beginning of the protection period. At the end of the protection period, the employee will be placed on the rate applicable to his assignment.

8.03 If, as a result of a transfer request being granted, the employee is required to move to a Company location further than eighty (80) kilometers from his present Company location, the Company will pay reasonable moving costs.

8.04 The Company will give sixty (60) days notice, whenever possible, to employees who are to be transferred to a new location.

8.05 In the event of a total phase-out of the North York plant operations, the Company will give the Union and the employees affected notice in writing as provided in the appropriate government legislation or ninety (90) days, whichever is greater.

Employees affected may request transfers according to Article 8.01(b) above or, if eligible, may request to proceed on pension according to Article 8.01(d).

If the Company is unable to find suitable placement for the employee, he/she may elect to be terminated and to receive severance pay per 8.01(c) above or in the amount provided in applicable legislation, whichever is greater.

Article 9
TECHNOLOGICAL CHANGE

9.01 Where the Company introduces plant equipment or material different from that in place, or modifies current plant equipment, with the resulting direct displacement or grade reduction of ten (10) or more employees, the Company will notify the Union as soon as planning is sufficiently advanced for definite intentions to be tabled. The Company will update this information if significant new developments or modifications arise. As soon as possible, the Company will subsequently meet with the Union to provide information such as:

- the nature of the change
- the approximate planned date of implementation
- the estimated number, type, grade and department of employees affected by the change
- the effects the change may be expected to have on the employees affected.

9.02 Employees whose jobs are displaced or whose grade is reduced directly as a result of the above, will have recourse to the options contained in Article 8, Protection For Employees On Transfer Of Work From Unit Or Phase-Out Of Operations.

Article 10
HEALTH AND SAFETY

10.01 The Company will maintain adequate sanitary arrangements throughout work areas and provide proper safety devices.

10.02 No employee shall be required to operate or use any machine, tool, die or other equipment that is not in safe working order.

10.03 In case of employees sustaining injury at work or becoming affected by an occupational disease during the course of their employment, and physically handicapped as a result thereof, every effort will be made to give such suitable employment by the Company as is available.

10.04 In case of employees returning from sickness if physically unable to do the same work or work similar to that which they were doing prior to their sick leave, the Company will endeavour to find such suitable work as may be available.

10.05 Where the work involved requires the use of safety glasses, they will be supplied by the Company. In cases where prescription glasses are required the Company will supply the initial prescription and subsequent replacement when the prescription changes. Replacement shall not be more frequent than one per year.

10.06 Health and Safety Committee

10.06.01 There shall be a Health and Safety Committee consisting of four members, two of whom shall be selected by the Union from among the employees in the North York Shop bargaining unit and the North York Office bargaining unit and two to be selected by the Company.

10.06.02 The Company shall circulate to the employees and post where appropriate, a notice of the names of each member of the committee and any subsequent changes.

10.06.03 The committee shall meet during regular working hours at least once each month and, where meetings are required on an urgent basis as a result of an emergency or other special circumstance, the committee shall meet as required whether or not during regular working hours.

10.06.04 A member of the committee shall be entitled to such time from his ~~work~~ as is necessary to attend meetings or to carry out any other functions as a member of the committee, and any time spent by the member while carrying out any of his functions as a member of the committee shall, for the purpose of calculating wages owing to him, be deemed to have been spent at work.

10.06.05 The committee shall keep accurate records of all matters that come before it and shall keep minutes of its meetings.

10.06.06 The duties and functions of the committee shall be:

- (a) The receipt, consideration and expeditious disposition of complaints relating to the health and safety of the employees represented by the committee.
- (b) The establishment and promotion of health and safety programs for the education of the employees represented by the committee.
- (c) Participation in all inquiries and investigations on matters pertaining to occupational health and safety including such consultations as may be necessary with persons who are professionally or technically qualified to advise the committee on such matters.
- (d) Developing, establishing and maintaining programs, measures and procedures for the protection or improvement of the health and safety of employees.
- (e) ~~Monitoring~~ programs, measures and procedures directed to the health and safety of employees on a regular basis.
- (f) Requesting from the Company such information as the Committee considers necessary to identify existing or potential hazards with respect to materials, processes or equipment.
- (g) Any other duties and responsibilities assigned to joint health and safety committees by applicable legislation.

Article 11
FOREMEN AND SUPERVISORS

11.1 Foremen and Supervisors shall act in a supervisory capacity as in the past, and shall not perform any additional work or operation regularly performed by workmen and operators, except in cases of emergency or when competent regular employees are not available, or for the purpose of instructing employees, unless they are employed as working foremen or working supervisors.

11.2 This article does not apply to foremen or supervisors whose duties as established by precedent involve working on the job.

Article 12
BULLETIN BOARDS

12.01 The Company will supply Bulletin Boards wherever practicable to be used by the Union for posting notices with respect to Union activities.

12.02 Prior Company approval will not be required to post only the following:

- (1) notice of meetings, social events and Union elections and referendum votes.
- (2) results of elections and referendum votes.
- (3) proposed by-law changes.
- (4) lists of local officers, base representatives, stewards and their addresses and telephone numbers.
- (5) local by-laws.
- (6) collective agreement.

12.03 When Company notices which refer to the Union are to be posted, the Company agrees to advise the Union of the contents thereof before such notices are posted.

Article 13
JOB EVALUATION

13.01 The classification of employees within the established grades and to the various occupations will be in accordance with the Job Evaluation Plans at present in use in the Company.

13.02 A copy of the Job Evaluation Plans will be given to the Union.

13.03 The employee involved and a Local Union representative will have the right to review the job write-up to assure that all important duties are included before submission to the Grading Committee for evaluation.

13.04 The Company will supply the Union with the same job write-up data which is submitted by supervision to the Company's Job Grading Committee.

13.05 When existing jobs are to be re-evaluated, the job write-up and re-evaluation shall be completed within 90 days from the date agreement has been reached to re-evaluate the job.

13.06 Substantiation data of evaluated jobs will be supplied to the Union.

13.07 In the event that the Union challenges the grading of a job, a local or national union representative designated by the Union will, upon request, be allowed to view the job for a reasonable period of time accompanied by a management representative. Every effort will be made to avoid interference with productive activities.

13.08 Job evaluation grievances presented within sixty (60) days of the release of the job substantiation data to the Union may be processed in accordance with the

grievance and arbitration provisions of this Agreement. The time limit may be extended by mutual agreement.

13.09 In the event that an employee believes his job write-up does not reflect his assignment he may discuss the matter with his supervisor and if the problem is not resolved, a grievance may be processed in accordance with the grievance procedure.

13.10 Pay treatment for an upgrade resulting from re-evaluation of a job will be effective thirty (30) days after the date on which the Company and a local union representative review the job write-up to ensure that all important duties are included or thirty (30) days after the Union presents a grievance with respect to the grading of a job.

Article 14

LAY-OFF ALLOWANCE

14.01 Employees laid off in accordance with this Agreement shall be granted lay-off allowance under the Lay-off Allowance Plan.

14.02 An employee's total lay-off allowance entitlement during a period of lay-off shall be as follows:

Continuous Service on Date of Lay-off	Lay-off Allowance Entitlement
Less than 1 year	0
1 year but less than 2 years	4 weeks
2 years but less than 3 years	5 weeks
3 years but less than 4 years	6 weeks
4 years but less than 5 years	7 weeks
5 years but less than 6 years	8 weeks
6 years but less than 7 years	9 weeks
7 years but less than 8 years	10 weeks

	Continuous Service on Date of Lay-off	Lay-off Allowance Entitlement
R	8 years but less than 9 years	11 weeks
	9 years but less than 10 years	12 weeks
	10 years but less than 11 years	14 weeks
	11 years but less than 12 years	15 weeks
	12 years but less than 13 years	16 weeks
	13 years but less than 14 years	17 weeks
	14 years but less than 15 years	18 weeks

Three (3) weeks additional pay for each full year of service in excess of fifteen (15) years of service.

the regular pay he receives from the other employment.

- (d) If UIC benefits expire and lay-off allowance entitlement money still remains, the laid-off employee will continue to be paid at the 90% ~~rate~~ for as long as remaining entitlement money lasts.
- (e) Lay-off Allowance benefits will be paid for the first week of recall if the total monies received for that week is less than 90% of the regular weekly pay at time of lay-off.

14.04 Lay-off Allowance will cease as follows:

- (a) When lay-off allowance entitlement is used up.
- (b) At the end of the first week after the employee ~~reports~~ for work subsequent to recall.
- (c) When the employee fails to report for work after recall; except that lay-off allowance will not cease if an employee does not accept recall because it is to a job classified lower than the one from which the employee was laid off or because the recall is of short duration.
- (d) When the employee is disqualified from UIC payments for the following reasons:
 - (1) Refusal to accept employment.
 - (2) Unavailability for employment for reasons other than medical.
- (e) While the employee has other employment at a rate of pay either at or above 90% of his regular weekly pay at time of lay-off or at a rate of pay below the UIC benefit level established for him. It is understood that if during any week of lay-off an employee obtains employment at a rate less than his UIC entitlement he will not be disqualified from benefit provided he receives any portion of his UIC entitlement.
- (f) If the employee is receiving lay-off allowance in accordance with 14.03 (c), the allowance will cease

14.08 The Company will provide coverage for benefits as follows:

- (a) Medical and Hospital Insurance Plans (OHIP) - For five (5) months following the month of lay-off.
- (b) Dental Plans - For two (2) months following the month of lay-off.
- R** (c) Extended Health Care Plan and Group Life Insurance (Part.I)
 - (1) For two (2) months following the month of lay-off if continuous service at time of lay-off is under five (5) years.
 - (2) For three (3) months following the month of lay-off if continuous service at time of lay-off is five (5) years or more.

- R (d) In addition, laid off employees with ten (10) or more years of service at time of lay-off will continue to receive the following benefits for the remaining lay-off allowance payment periods: - OHIP and plans providing comparable coverage for employees not residents of Ontario; Extended Health Care; Group Life Insurance (Part I).
- The cost of this extended coverage will be deducted from lay-off allowance entitlement.

Article 15 GRIEVANCES

15.01 General:

15.01.01 The Company agrees to pay employees (except those on leave-of-absence) who are Communications and Electrical Workers of Canada - Local 9 representatives, for reasonable time spent in the proper administration of this Agreement during regular working hours. The Union also agrees that stewards as well as other Communications and Electrical Workers of Canada - Local 9 officers will not leave their regular duties without obtaining permission from their immediate supervisor and will report back to their supervisor on the resumption of their regular duties.

15.01.02 The Union may require the attendance of a Communications and Electrical Workers of Canada - Local 9 executive other than a member of the Grievance Committee at any meeting at which grievances are discussed. The Company will not pay such representative for time so spent.

15.01.03 The Company undertakes that it will not attempt to settle any grievance directly with an employee if his grievance has already been discussed with the Com-

pany by the Union. Nothing in this Agreement shall be interpreted as preventing an employee from taking a complaint or question up **through the regular line of Company** organization as an individual.

15.01.04 Any period of time specified in the grievance procedure clauses may be extended by mutual agreement.

15.01.05 At any stage of the grievance procedure the Communications and Electrical Workers of Canada - ~~Local~~ 9 may have the assistance of the employee or employees concerned and any necessary witnesses in either case to a maximum of two (2) unless otherwise mutually agreed upon. All reasonable arrangements will be made to permit the conferring parties to have access to work areas to view operations and to confer with the necessary witnesses.

15.02 Grievance ~~Committee~~ and Stewards:

15.02.01 The number of stewards necessary to carry out this Agreement shall be calculated on the basis of one (1) steward for each group consisting of approximately forty (40) employees, with a minimum of five (5) stewards. The Company agrees to recognize one (1) additional steward as long as the situation with respect to servicing external buildings remains the same.

15.02.02 The Company agrees to recognize a Grievance Committee of three (3) members to be chosen by the Local from a panel of the permanent Stewards and Executive of the Local. The steward in whose group the grievance has arisen, and who is not already a member of the Grievance Committee, may become an additional member when that grievance is discussed.

15.03 Grievance Procedure:

15.03.01 It is the mutual desire of the parties hereto that complaints shall be adjusted as quickly as possible.

If an employee has any complaint, it shall first be presented verbally to the employee's immediate supervisor.

The employee may have the assistance of his steward in presenting the complaint if he so desires.

If, having allowed reasonable time for the adjustment of the complaint, (to a maximum of three days), an employee is dissatisfied with the disposition of the complaint, Step 1 of the Grievance Procedure may then be invoked.

15.03.02 Officers or the Chief Steward of the Local may present a grievance on behalf of an employee or group of employees at any time, which in their opinion, may affect the employees either as individuals or as a group, regardless of whether the action is taken as a result of a complaint by an individual or as a result of personal observation. Depending upon the nature of the grievance, and by mutual consent, such grievances may be presented verbally to the supervisor affected or at any other appropriate step in the grievance procedure.

15.03.03 Step 1

If a satisfactory adjustment to the complaint of the employee has not been made within the three (3) working days time limit specified in paragraph 15.03.01, the employee shall, within a further period of ten (10) working days state the matter in writing on a grievance form and present it to his immediate supervisor. The employee may have the assistance of his steward in preparing the grievance and in presenting it to his supervisor. After such discussion as is necessary, the supervisor shall state his decision or refusal to make a decision in writing with appropriate reasons within five (5) working days and deliver a copy to the steward.

15.03.04 Step 2

If the grievance is not settled to the satisfaction of the employee at Step 1, the steward may, within a further period of five (5) working days, take the grievance up at a meeting of the Grievance Committee. After appropriate discussion, the Grievance Committee may within a further period of ten (10) working days, take the matter up at a meeting with the appropriate higher level of management under whose jurisdiction the grievance arose, together with other representatives of the Company as may be required. This meeting shall be convened and chaired by the Human Resources Manager or his delegate. The meeting shall be held within three (3) working days after notice is received by the Company. The Company's answer shall be given in writing within five (5) working days after the date of the meeting.

15.03.05 Step 3

Failing satisfactory adjustment at Step 2, the Union shall within a further period of ten (10) working days request a meeting with the appropriate Manager in whose jurisdiction the grievance arose, together with such representatives of the Company as may be required. This meeting shall be convened and chaired by the Human Resources Manager or his delegate. Such meeting shall be held within three (3) working days after notice is received by the Company. The grievance shall be presented by a representative of the Union together with the Grievance Committee. The Company's final decision in writing shall be given to the Union within a period of ten (10) working days after the date of this meeting.

15.03.06 Step 4

If the grievance has not been settled to the satisfaction of both parties, it shall, if requested by either party to this agreement, be referred to arbitration. The request for arbitration must be made within thirty (30) calendar days after the final decision of the Company has been

given. However, when a decision has been reached that the arbitration procedure will not be invoked, the other party shall be notified immediately.

Article 16
ARBITRATION

16.01 Should the Company and the Union fail to reach agreement in regard to any differences concerning the interpretation or alleged violation of this Agreement, the matter may on the application of either party be referred to Arbitration.

16.02 When either party requests that a grievance be submitted to arbitration, it shall make such request in writing addressed to the other party to this Agreement. Within ten (10) days thereafter, or such longer period as may be mutually agreed upon, the parties will endeavour to agree upon a single Arbitrator. If agreement cannot be reached on the selection of the Arbitrator, then the appointment of the single Arbitrator will be made by the Minister of Labour upon the request of either party.

The time limit mentioned in this clause is not mandatory but merely discretionary and any breach of this limit shall not result in the dismissal of an arbitration application.

16.03 Each of the parties hereto will jointly bear the expense of the single Arbitrator.

16.04 The Arbitrator will not have jurisdiction to alter or change any of the provisions of this Agreement or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement.

16.05 A grievance claiming an employee has been unjustly discharged or otherwise disciplined may be settled by:

- (a) confirming Management's action discharging or disciplining the employee, or
- (b) re-instating the employee with full compensation for time lost, less earnings from other sources, or
- (c) any other penalty which is just and equitable in the opinion of the arbitrator.

16.06 The proceedings of the arbitration will be expedited by the parties hereto and the Arbitrator. The decision of the Arbitrator will be final and binding upon the parties hereto.

16.07 The conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties to have access to work areas to view operations and confer with the necessary witnesses.

16.08 The Company will not reimburse employees for pay which is lost in connection with arbitration proceedings.

Article 17 DISCIPLINARY ACTION

17.01 No employee covered by this Agreement shall be disciplined in any manner, demoted, suspended or discharged except for just cause.

17.02 An employee who is discharged, suspended, demoted or given a formal warning shall be advised at that time in writing, of the reason for such action. The Local Union shall be given or mailed a copy of this writ-

ten notice within five (5) working days of the date on which the action was taken.

17.03 The effect of a formal warning (other than a final warning) shall not extend beyond a period of eighteen (18) months. In the event there are progressive formal warnings on the employee's record when the effect of an earlier warning expires, subsequent formal warnings (other than a final warning) will revert downward on the progressive warning system.

The effect of a final warning shall not extend beyond twelve (12) months.

17.04 When an employee is being suspended, demoted, discharged or given a final warning a steward or local Union officer shall be present as an observer during the final interview. As an observer, the Union steward may ask for clarification of Company statements and the facts related to the disciplinary action.

17.05 In the case of a suspension or a discharge, a grievance may be lodged at Step 2 of the grievance procedure.

17.06 Any employee being sent home pending final resolution to a potentially disciplinary related matter shall have the right, upon request, to speak to a Steward or alternate, if available, prior to leaving the building.

Article 18

LEAVE OF ABSENCE FOR UNION DUTIES

18.01 The Company agrees that leave of absence without pay but with maintenance of continuous service, seniority and pension rights to which they would otherwise be entitled, shall be granted to a limited number of employees in order to carry out the proper administration of the Agreement or for union educational purposes.

Such leave shall not exceed a period of one (1) year but may be subject to renewal at the expiration of one (1) year.

At the expiration of the leave, the employee shall be reinstated in the same job he held with the Company when the leave was originally granted, provided such job still exists. If the job no longer exists the employee will be placed in a job in the same manner as if he were deployed as surplus from his former job.

18.02 At the request of the National Union or the Local Union reasonably in advance of the proposed leave of absence date and confirmed in writing, the Company may grant a leave of absence not to exceed one (1) month in any one leave to a member of the Local in connection with arbitration, education or other Union activities. In the case of a Local Officer or Steward, the Company shall grant such a requested leave; however not more than half of this group, except by mutual agreement, shall be off at any one time.

18.03 Where an Officer, Steward or member of the Union is granted leave of absence for union activities, upon written authority from the Union or the Local, the Company will pay the employee his regular pay for the time not worked during his regular hours of work, not to exceed one (1) month for any one (1) leave. The Local shall reimburse the Company for such payments.

18.04 The President, Vice-president, Treasurer, Secretary, Educational Director and Chief Steward shall not be moved from Toronto during their term of office without agreement of the Union. If the officer affected agrees to such move, that shall constitute agreement by the Union as used in this section.

18.05 The Union agrees to cooperate with the Company in order that disruption of business may be minimized.

18.06 Union officers will be assigned to day shift operations.

18.07 The Company agrees to pay into a special fund one cent (1¢) per hour per employee for all hours paid, for the purpose of providing paid education leave (P.E.L.). This paid education leave will be for the purpose of upgrading the employee's skills in all aspects of Trade Union functions. Such monies are to be paid on a quarterly basis into a trust fund established by the National Union, CWC and sent by the Company to the Secretary Treasurer, C.W.C., 2629 29th. Avenue, Regina, Saskatchewan.

The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for twenty (20) days of class time, plus travel time where necessary, in any twelve (12) month period from the first day of leave. Employees on paid leave of absence will continue to accrue seniority and benefits during such leave.

Leaves of absence referred to above will be granted providing other employees in the bargaining unit are available and qualified to perform the job being vacated because of the leave. The Company will ensure that employees are not prevented from taking such leaves of absence on an ongoing basis due to the unavailability of qualified replacements.

The Union will, on an annual basis, provide the Company with an audited report of P.E.L. trust fund disbursement of monies received from the Company.

Article 19 DEDUCTION OF UNION DUES

19.01 As a condition of employment with the Company, all employees covered by this Agreement will pay the regular Union dues, commencing with their first payroll week in the bargaining unit and the Company will

deduct weekly, through payroll deductions, an amount equivalent to the regular dues.

19.02 Union dues deductions will be made from the balance remaining after all other compulsory deductions and deductions authorized by the employee are made. In the event an insufficient amount remains after all other deductions, no deduction will be made in that pay period, but an additional amount equivalent to such dues deduction will be made in a future pay period to compensate. It is agreed that the Union will keep the Company harmless from any claims which may be made against it by an employee for amounts deducted from wages as provided in this Article.

19.03 Dues deductions will not be required to be paid during an employee's absence without pay.

19.04 As soon as possible after the end of the month, the Company will remit to the Secretary-Treasurer of the Union by cheque the amount so deducted, together with a list showing the amount deducted from the wages of each employee.

19.05 Any change in the amount of monthly Union Dues will be certified to the Company by the Secretary-Treasurer of the Union. A certification in a form acceptable to the Company which changes the dues will become effective on the first pay period of the fiscal month provided such certification has been received by the Company no later than fifteen (15) days prior to the commencement of such pay period.

Article 20

UNLISTED PRIVILEGES

20.01 The Company agrees that existing privileges not included in this agreement will not be withdrawn or altered during the term of this Agreement without good cause.

20.02 The Company undertakes to consult with the Union prior to any contemplated change.

Article 21
HOURS OF WORK

21.01 The normal hours of work shall be eight (8) hours daily, Monday to Friday, in accordance with the practices set out below:

- (a) for single-shift operations, the normal day-shift hours shall be 7:45 a.m. to 4:15 p.m.
- (b) for multiple shift operations, the normal hours of work shall be:

Dayshift:	7:00 a.m. to 3:30 p.m.
Afternoon shift:	3:30 p.m. to Midnight
Nightshift:	11:30 p.m. to 8:00 a.m.

21.02 The Union recognizes that work requirements are necessarily flexible and agrees that it may be necessary for the Company to alter the starting and stopping hours and to institute additional shifts from time to time, subject to the terms and conditions of this Agreement.

21.03 The Company undertakes to notify the Union before making any lay-off and, in the case of a general lay-off, to discuss with the Union the possible alternative of arranging a shorter work week.

21.04 Where an employee is required to report for work prior to the commencement of his regular shift, he will be given the opportunity of also working his regular shift.

21.05 When an employee's shift is changed with less than two (2) working days advance notice of the shift change or less than sixteen (16) hours off work prior to the commencement of the first shift of the changed shift

schedule, he will be paid at the rate of time and one-half (1 1/2) for the eight (8) hours of such **first** changed shift. **The Company will make every effort to avoid such shift changes during a payroll week.** This clause will not apply when shift changes are made by the Company at the employee's request.

21.06 Employees required to work off-shift shall not be so assigned for a consecutive period in excess of one (1) month unless the employee chooses to remain working off-shift. At the conclusion of this period, employees shall be assigned to a regular day shift for an equivalent period of time.

21.07 An employee who has worked overtime ending within the eight (8) hour period prior to the commencement of his regular shift may, if he elects, be off work for a period of eight (8) hours prior to reporting for work. In such cases, wherever possible, the employee will be given the opportunity to work forty (40) straight time hours during the same payroll week.

Article 22

OVERTIME

22.01 Employees shall be paid one and one half (1 1/2) times their hourly rate for overtime, except under the conditions covered in paragraphs **22.06** and **22.07**.

22.02 The number of straight time hours in any one shift shall not exceed eight (8) hours.

22.03 Overtime shall be paid for all time worked in excess of eight (8) hours (not including overtime hours) on any one shift in any twenty-four (24) hours from Monday to Saturday inclusive. When computing hours worked for overtime calculation, casual lates paid by the Company and/or approved absences will be considered as time worked.

22.04 Overtime shall be paid for all time worked in excess of forty (40) hours (not including overtime hours) in any payroll week.

22.05 The Company agrees that as much advance notice as possible will be given to employees when they are required to work overtime. Except in the case of an emergency where the notice given is less than twenty-four (24) hours, employees will be excused upon request from working such overtime. Overtime in excess of sixteen (16) hours per month is voluntary. Emergency overtime hours worked will be included in the computation of the monthly quotas. Under all circumstances, emergency overtime is compulsory.

22.06 Employees will be paid twice their hourly rate for all time worked in excess of twelve (12) hours on any one shift in any twenty-four (24) hours.

22.07 Employees will be paid twice their hourly rate for all time worked on a Sunday.

22.08 Employees whose regular work week is Monday to Friday inclusive shall be paid overtime for all time worked on Saturday as follows: time and one-half for all time worked on a Saturday up to 8 hours and double time for all time worked on a Saturday in excess of 8 hours. Those employees whose regular schedule includes a Saturday or part thereof, shall not be paid overtime on the Saturday, except for hours worked in excess of eight (8) hours, but shall be paid overtime on a 6th shift as follows: time and one-half (1 1/2) for all time worked up to 8 hours and double time for all time worked in excess of 8 hours.

22.09 When by mutual agreement working conditions are changed so that there shall be an extended shut-down of operations in conjunction with a Statutory Holiday or for some other special reason, it is understood and

~~agreed~~ that all time worked to provide for loss of production as a result of such shutdown shall be at straight time rates and that no overtime shall be paid irrespective of any agreement as contained in all other paragraphs of this Article. The signatures of an authorized officer of the Communications and Electrical Workers of Canada Local 9 and the Human Resources Manager on the Company notice announcing such change, shall constitute agreement in accordance with the above.

Article 23

OFF-SHIFT DIFFERENTIAL

23.01 An off-shift differential of 10% of the employee's basic rate will be paid to employees working on shifts commencing at or after 3:00 p.m.

23.02 Should any additional shifts be instituted which commence between the hours of 12 noon and 3:00 p.m. terms and conditions of such shifts will be negotiated with the Union.

Article 24

STATUTORY HOLIDAYS

24.01 Employees who are not required to work on the undernoted statutory holidays will receive their normal pay provided such employees receive pay for either the working day preceding or the working day following a holiday, provided, however, that the Union may bring to the attention of Management any case which in their opinion warrants special consideration; in such cases the Company will not unreasonably deny statutory holiday pay.

R For the period from November 1, 1987 to October 31, 1988, the holidays shall be as follows:

December 23, 24, 25, 28, 29, 30 & 31, 1987
January 1, 1988
April 1, 1988
May 23, 1988
July 1, 1988
August 1, 1988
September 5, 1988
October 10, 1988.

For the period from November 1, 1988 to October 31, 1989, the holidays shall be as follows:

December 22, 23, 26, 27, 28, 29 & 30, 1988
January 2, 1989
March 24, 1989
May 22, 1989
July 3, 1989
August 7, 1989
September 4, 1989
October 9, 1989.

F

If the Federal or Provincial Government introduces a new statutory holiday (e.g. Heritage Day) such day will supplant one of the above days.

For the period from November 1, 1989 to October 31, 1990, the holidays shall be as follows:

December 22, 25, 26, 27, 28 & 29, 1989
January 1 & 2, 1990
April 13, 1990
May 21, 1990
July 2, 1990
August 6, 1990
September 3, 1990
October 8, 1990.

If the Federal or Provincial Government introduces a new statutory holiday (e.g. Heritage Day) such day will supplant one of the above days.

24.02 Employees who work on any of the above statutory holidays officially observed on a day on which **an employee would normally work will be paid their holiday pay** and, in addition, will be paid double time for all time worked.

24.03 When a statutory holiday occurs during an employee's vacation, the employee shall be entitled to one (1) extra day as vacation with pay.

Article 25
VACATION WITH PAY

R 25.01 Employees will become eligible for vacation with pay each year based on their continuous service with the Company as of June 30th of the current year as follows:

		Length of vacation	
		Weeks	Days
R	Continuous Service		
	One full calendar month but less than two months		1
	Two full calendar months but less than three months		2
	Three full calendar months but less than four months		3
	Four full calendar months but less than five months		4
	Five full calendar months but less than six months		5
	Six full calendar months but less than seven months		6
	Seven full calendar months but less than eight months		7
	Eight full calendar months but less than nine months		8
	Nine full calendar months but less than ten months		9
	Ten full calendar months but less than twelve months	2	
	One (1) year but less than three (3) years - two (2) weeks		
	Three (3) years but less than ten (10) years - three (3) weeks		
	Ten (10) years but less than nineteen (19) years - four (4) weeks		
	Nineteen (19) years but less than twenty-nine (29) years - five (5) weeks		
	Twenty-nine (29) years service and over - six (6) weeks		

tinuous service after June 30th in any **calendar** year as follows:

R Three (3) years, ten (10) years, nineteen (19) years, twenty-nine (29) years

shall be entitled to vacation that year on the same basis as if they had attained such continuous service by June 30th.

R Continuous Service	Reduction in Vacation Credit
Ten (10) months but less than three (3) years	1 day
Three (3) years but less than (10) years	1 1/2 days
Ten (10) years but less than nineteen (19) years	2 days

Continuous Service	Reduction in Vacation Credit
Nineteen (19) years but less than twenty-nine (29) years	2 1/2 days
Twenty-nine (29) years or more	3 days

(b) Pay for the purpose of Article 25.05(a) shall include WCB, Lay-off Allowance and Maternity Allowance and shall exclude any payment under any Long Term Disability Plan.

(c) In the case of Lay-off Allowance, the employee must have been actively at work at some time during the vacation year (July 1st to June 30th) to be considered as having received pay for the purpose of vacation entitlement.

(d) Employees returning to work from lay-off, maternity leave or WCB shall be paid vacation pay less any vacation pay already received for that year.

25.06 When a weekly or monthly rated employee is transferred to an hourly rate, the vacation period shall be based on his status as of June 30th in the current year.

25.07 Wherever practicable vacations will be given during the two (2) weeks immediately preceding Civic Holiday, during which two weeks, operations will be suspended insofar as possible but wherever practicable the Company will provide work for those employees who are not eligible for vacation under this plan. Employees who are entitled to vacation in excess of two (2) weeks may take their additional days immediately prior or subsequent to the Standard Vacation Period. The Company reserves the right to select employees from those eligible for vacation to work during this period; such employees will take their vacation at such other time as may be mutually arranged.

25.08 Employees shall be notified of their vacation dates on or before **May 1st** of each year, subject to **reasonable change in dates** which the Company may find it necessary to make.

R 25.09 Vacations are not cumulative and must be completed by the week of April 30th following the vacation year.

Article 26

VACATION ALLOWANCE TO EMPLOYEES ON TERMINATION OF SERVICE, MATERNITY/ ADOPTION LEAVE OF ABSENCE AND AT TIME OF LAY-OFF

26.01 Vacation allowance to employees will be calculated as follows:

Continuous Service on Termination Date, Date of Lay-off, or Date Employee proceeds on Maternity/Adoption Leave of Absence.

R Less than three (3) years	4%	of pay for hours worked including
Three (3) years but less than ten (10) years	6%	overtime, offshift differential and
Ten (10) years but less than nineteen (19) years	8%	COLA from 1st July
Nineteen (19) years but less than twenty-nine (29) years	10%	last inclusive to date service
Twenty-nine (29) years or more	12%	terminates, or employee proceeds on leave or lay-off.

26.02 An employee proceeding on maternity or adoption leave may choose to be paid vacation allowance entitlement at time of commencement of the leave or as part of vacation pay entitlement after return to work. In

the event ~~the~~ employee chooses the latter option, and subsequently terminates service, the employee shall be paid vacation allowance entitlement upon termination of service.

26.03 An employee proceeding on lay-off may choose to be paid vacation allowance entitlement at time of lay-off or as part of vacation pay entitlement after returning to work. Payment will be made not later than the Standard Vacation period for employees still on lay-off at that time. In the event the employee chooses the latter option and subsequently terminates service the employee shall be paid vacation allowance entitlement upon termination of service.

Article 27

MINIMUM COMPENSATION

27.01 When an employee is called during his off-time to report for a work assignment outside his standard daily or weekly work schedule, it shall be considered a "called-in" emergency.

27.02 When an employee is required to make extra trips from his residence to place of work and return as a result of a "called-in" emergency he shall be paid for two (2) hours travelling time at straight time rates and shall receive overtime for any time worked.

The total pay for travelling and work time shall not be less than four (4) hours at straight time rates.

27.03 When the "called-in" emergency does not require extra trips but does involve reporting earlier than the starting time of his standard daily work schedule, one (1) hour travelling time shall be paid and the employee shall receive overtime for time worked prior to his standard starting time.

27.04 Any employee who reports for work as usual and is sent home because no work is available shall be paid the equivalent of four (4) hours work at his daywork rate providing such lack of work is not caused by power failure or any other event beyond the control of the Company.

27.05 Any employee required to work on Northern Telecom or Bell annual inventories shall be guaranteed four (4) hours of work.

27.06 An employee who is injured while at work and is sent home because of such injury shall receive pay up to the end of the shift on which he was injured.

27.07 Employees who are authorized to work additional time immediately following the regular stopping time shall be given a minimum of one-half (1/2) hours pay or shall receive payment at time and one-half, whichever is the greater.

Article 28 ABSENCES FROM WORK

28.01 Quarantine

Unavoidable absence due to contagious disease or quarantine in an employee's immediate household, or unavoidable quarantine elsewhere where an employee is living, is treated as absence due to personal sickness.

28.02 Jury Duty or Court Attendance

Leaves of absence with pay shall be granted by the Company to employees summoned for jury duty or court attendance (not as plaintiffs, defendants, or voluntary witnesses). The period for which employees shall be paid for such absence shall not exceed that to which the employee is entitled as a vacation. Employees shall report

for regular duties while temporarily excused from attendance at court.

28.03 Bereavement

When a death occurs in the immediate family of an employee and the employee attends the funeral, such employee shall, on request, be granted leave of absence not to exceed five (5) regular working days.

An employee's immediate family shall be considered as spouse (including common law), child (including child of common law spouse), mother, father, legal guardian, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister and brother, foster parent, brother or sister of employee's spouse, and spouses of employee's brothers or sisters. Other relatives who reside in the same permanent residence as does the employee shall also be considered as immediate family.

The Company shall pay such employee up to a maximum of three (3) day's pay from the date of the death through and including the day after the funeral.

In the case of a memorial service, leave of absence shall be three (3) regular working days. The Company shall pay one (1) days pay provided the employee attends the memorial service.

In the event of the death of an employee's grandparent or grandchild, and such person does not reside in the employee's personal residence, the Company shall grant, upon request, a leave of absence not to exceed five (5) regular working days. The Company shall pay such employee one (1) days pay provided the employee attends the funeral.

28.04 Leave of Absence For Personal Reasons

When leave of absence is requested for personal reasons, such leave will be considered by the Company, taking into consideration the employee's reasons for such leave, the seniority of the employee, and the production require-

ments of the Company. Wherever possible, such leave will be granted.

28.05 Leave of Absence for Political Candidates

The Company will grant a leave of absence without pay for up to four (4) weeks for employees who are candidates for office in a municipal, provincial or federal election.

Article 29

WELFARE PLAN

29.01 The Company will provide a pension plan and other benefits as fully described in the pension/benefits Appendix "A" to this Agreement.

29.02 The Company agrees that during the life of the current agreement there will be no reduction in the benefits provided by certain company-wide programs as referred to in paragraph 13 of the pension/benefits appendix to this Agreement.

Article 30

EMPLOYEE TRAINING

30.01 The Company will provide opportunities for employees to up-date their technical skills. Employees whose jobs are displaced due to technological change will be given the opportunity for retraining by the Company for other employment.

30.02 The Company and the Union will meet annually (not during regular negotiations) to review training and technological change.

Article 31
MATERNITY AND ADOPTION LEAVE
OF ABSENCE

31.01 Leave of absence for maternity or adoption shall be granted to employees subject to the following conditions:

- (a) Employees with nine (9) months or more of service are eligible.
- (b) Employees state their intention to return to work and make formal application for leave of absence prior to leaving.

31.02 Maternity Leave of Absence will ordinarily start not earlier than the sixteenth week prior to the expected date of birth for a period not to exceed one year from the date of leave. The Company Medical Department may require the employee to commence her leave prior to the sixteenth week if it is determined that she cannot reasonably perform her job duties or her performance is materially affected by her pregnancy.

31.03 Leave of Absence will be granted by selection of one of the following options:

- (a) Option 1 - Leave of up to seventeen (17) weeks duration, starting on the date of leaving and ending at least six (6) weeks after date of delivery.
- (b) Option 2 - Leave of over seventeen (17) weeks and not exceeding one (1) year from date of leaving.

Detailed rules governing the application of these options are set forth in Article 31.04 below.

31.04 An employee electing to return to work from maternity leave of absence will receive the following benefits:

- (a) For the first seventeen (17) weeks of leave, continuing coverage for Provincial Health Insurance Plan,

Extended ~~Health~~ Care Plan, Vision ~~Care~~ Plan, Dental Plan and Group Life Insurance Plan - ~~Part I~~ (provided employee portion is maintained), with the full premium cost, if any, necessary to provide such continuing coverage to be paid by Northern Telecom Canada Limited. Should such an employee fail to return to work, the premium cost attributable to the period of the leave will be deducted from any monies then still owed such individual.

- (b) If the employee provides proof that she is receiving Unemployment Insurance (U.I.) benefits, maternity allowance shall be paid at a rate equivalent to 75% of the employee's weekly base rate less U.I. benefits received. Such payments shall be made for a maximum of fifteen (15) weeks.

R Payment of this benefit will be limited to a maximum of one thousand two hundred (\$1,200) dollars in the first year of this agreement, one thousand two hundred and fifty (**\$1,250**) dollars in the second year of this agreement and one thousand three hundred (\$1,300) dollars in the third year of this agreement. Maternity Allowance will terminate when U.I. benefit payments cease.

- (c) On return to employment;
- (i) her continuous service at date of leaving will be restored;
 - (ii) she will receive credit for continuous service and seniority for the period of **leave** up to seventeen (17) weeks;
 - (iii) if she returns within seventeen (17) weeks from commencement of the leave of absence she will be entitled to reinstatement in her old job. If this job no longer exists, she can exercise bumping rights from the level of her old job with rate protection per Article 37.04 if qualified by seniority. If she returns later than seventeen (17) weeks after commencing leave of absence she can ex-

ercise bumping rights on the basis of her revised seniority with rate protection per Article 37.04 if qualified by seniority.

31.05 An employee ready to return from maternity leave of absence must be cleared by the Company Medical Department before starting work. If she is not so cleared at that time due to a medical condition, she will be subject to the conditions of the Pension/Benefits - Appendix "A".

31.06 Adoption leave shall be granted with the following conditions:

- (a) Leave will be granted to the adopting parent.
- (b) Leave will be for a period of seventeen (17) weeks. Such leave may be extended only where the Adoption Agency requires a period in excess of seventeen (17) weeks.
- (c) On return to employment from the adoption leave per (b) above the employee will have seniority restored and will receive credit for the period of leave up to seventeen (17) weeks.
- (d) Continuous Service will be maintained during the leave and upon return the period of leave up to seventeen (17) weeks will be credited to the Continuous Service held by the employee at time of proceeding on leave.
- (e) Job rights on return to work will be that outlined in 31.04(c)(iii).

Article 32 INFORMATION TO THE UNION

32.01 The Company agrees to furnish to the Union during the months of February, May, August and November, a list (4 copies) of the names, employee numbers, department numbers, home addresses, telephone numbers

(if available) and marital status of all employees in the bargaining unit and will supply on a monthly basis the changes which take place thereafter.

32.02 The Company agrees to furnish the Union as soon as possible after the end of each month, but not later than the 15th of each month with the names, employee numbers, department numbers, telephone numbers (if available), marital status, and addresses of employees who were hired or transferred into the bargaining unit during the previous calendar month and the names and employee numbers of employees who terminated service or transferred out of the bargaining unit during the previous calendar month.

32.03 The Company will furnish the Union with the Job Analysis Number that each employee is assigned to at time of hiring. Subsequent changes in employee analysis numbers will be supplied as the changes occur.

32.04 During the months of February, May, August and November the Company will furnish to the Union a list of the number of employees at each wage rate in each grade.

32.05 The Company agrees to furnish the Union, on a monthly basis, the total overtime hours of bargaining unit work in each work centre. Such listing shall be provided not later than the 15th of the following month.

Article 33
MISCELLANEOUS

33.01 The Company agrees to pay employees reasonable living and travelling expenses when they are sent by the Company on training courses outside of Metropolitan Toronto and to pay a ten dollar (\$10.00) per day flat rate to employees on course in Metropolitan Toron-

R to but outside of 30 Norelco Drive for employees normally working there.

33.02 The Company agrees to give employees as diversified work as is possible in order that they may receive experience to qualify themselves for advancement.

33.03 "Casual Labour" may be hired by the Company on a day-to-day basis and must not be retained beyond the termination date of the job for which such labour has been engaged.

Article 34 VALIDITY

34.01 If for any reason any portion of this Agreement shall be held to be void and unlawful, it shall not affect the validity of the rest of the Agreement.

Article 35 PRODUCTION STANDARDS

35.01 The Union agrees that in recognition of the fact that efficient and economic production is in the interest of both parties, it will promote good workmanship and efficiency among its members. When new or revised work standards are established by the Company and an employee fails to meet such standards after normal training, the Company practice of adjusting its staff and re-examining layout, methods, etc. will be followed in an attempt to correct the problem. If the problem persists, the Company will discuss the matter with the Union and supply the pertinent data relating to the standards to the Union, before any further action is taken by the Company.

Article 36
COST OF LIVING ALLOWANCE

36.01 The Statistics Canada ~~October~~ 1987 Consumer Price Index (1981 base) published in November 1987 (139.8) will be the base for all calculations of the Cost of Living Allowance.

36.02 The amount of the Cost of Living Allowance will be calculated on changes upward or downward, in the Consumer Price Index (1981). This calculation will be in accordance with the following schedule:

CPI Index for the month of	Published COLA	COLA Formula
1988	1988	
January	February	1¢ for
April	May	each .126
July	August	change in
October	November	the C.P.I.
1989	1989	
January	February	1¢ for
April	May	each .126
July	August	change in
October	November	the C.P.I.
1990	1990	
January	February	1¢ for
April	May	each .126
		change in
		the C.P.I.
1990	1990	
January	February	1¢ for
April	May	each .126
		change in
		the C.P.I.

CPI Index for the month of	Published COLA	COLA Formula
1990 July	1990 August	1¢ for each .120 change in the C.P.I.
October	November	

The adjusted Cost of Living Allowance will be paid from the beginning of the pay period following publication of the index.

In no event will a decline in the C.P.I. below the base figure (139.8) result in a reduction in the negotiated wage scales.

No change, retroactive or otherwise, will be made due to any revision in any published Statistics Canada Consumer Price Index figures.

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36.03 The Cost of Living Allowance payable shall be based on the following chart for the period up to and including April 1990:

Statistics Canada CPI Base Figure (1981)	Cost of Living Allowance Cents
139.800	0¢
139.801 to 139.926	1¢
139.927 to 140.052	2¢
140.053 to 140.178	3¢
140.179 to 140.304	4¢
140.305 to 140.430	5¢

and so forth for each .126 change.

36.04 Continuation of the allowance will be dependent on the availability of the official Monthly Statistics Canada Consumer Price Index (1981 base).

36.05 The Cost of Living Allowance (\$1.31) payable under the prior agreement has been folded into the wage schedule as follows:

- (a) Effective March 30, 1988, 46¢ of the \$1.31 has been folded into all schedule rates and the remaining \$0.85 per hour shall continue to be paid in addition to wage rates.
- R** (b) Effective October 31, 1988, an additional 43¢ of the \$1.31 will be folded into all schedule rates and the remaining 42¢ per hour shall continue to be paid in addition to wage rates. The October 31, 1988 wage schedule reflects this fold-in.
- (c) Effective October 30, 1989, the remaining 42¢ of the \$1.31 will be folded into all schedule rates. The October 30, 1989 wage schedule reflects this fold-in.

**Article 37
RATES OF PAY**

	Rate Effective Mar.30, 1988	Rate Effective Oct.31, 1988	Rate Effective Oct.30, 1989
	\$13.65	\$14.33	\$15.00
23 (S23)	13.88	14.56	15.23
24 (S24)	14.40	15.08	15.75
25 (S25)	14.59	15.27	15.94
26 (S26)	14.84	15.52	16.19
27 (S27)	15.38	16.06	16.73
28 (S28)	15.67	16.35	17.02
29 (S29)	15.80	16.48	17.15
SKILLED TRADES			
Shop Maintenance 1 (TC 1)	17.92	18.70	19.37
Shop Maintenance II (TC 2)	17.57	18.35	19.02
	17.92	18.70	19.37

- 64 -
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37.01 In the case of an upgrade, the rerate shall take place at the beginning of the payroll period immediately following the effective date of the upgrade. In the case of a downgrade, the derate shall be made in ~~three (3)~~ **three (3)** equal or approximately equal monthly steps commencing one (1) month after the date of the downgrade.

37.02 Employees who do work in more than one (1) grade for a continuous period of thirty **(30)** days, shall be upgraded or downgraded when they work 50% or more of their time in a higher or lower grade.

37.03 No employee shall be on an unassigned job for more than three **(3)** months.

37.04 Employees with five (5) years or more seniority who are downgraded through no fault of their own will maintain the rate of their former grade for a maximum period of one (1) year if they were on that grade for a period of less than six **(6)** months and for the duration of this Agreement if they were on that grade for six **(6)** months or more.

During the protection ~~period~~ employees will be granted rate adjustments resulting from contract negotiations based on the grade held prior to the downgrade.

37.05 Rate protection as provided in **37.04** will cease under the following conditions:

- (a) when an employee refuses to accept a vacancy per ~~6.04.03~~ **6.04.03** or
- (b) when an employee refuses to make application for a posted vacancy per ~~6.04.02~~ **6.04.02**

provided that in either case the vacancy ~~occurs~~ on the analysis number from which the employee was downgraded and for which he is being paid rate protection or on the analysis number from which the employee bumped into the job from which he was downgraded.

Rate protection will not cease for employees who decline to post per 6.04.02 to a buffing or machine-setter job if they have not held these jobs within the preceding twelve (12) months.

37.06 Employees downgraded due to re-evaluation of their job will maintain their rate of pay at the former higher grade level. General wage adjustments will be applied on the basis of the grade held by the employee prior to the re-evaluation. The rate protection at the former grade level will cease upon the re-assignment of the employee to another job at his request, acceptance of a lateral transfer (other than the filling of a temporary vacancy) at his former grade level, a successful application for a posted vacancy or refusal to take a higher graded job for which the employee is qualified up to the protected grade level.

37.07 Employees presently on ~~rate~~ protection which originated prior to May 11, 1979, will have their rate protected at the grade level they held prior to their downgrade for the duration of this agreement, regardless of the provisions of 37.05.

During the protection ~~period~~ employees will be granted rate adjustments resulting from contract negotiations based on the grade level held prior to the downgrade.

37.08 When an employee is assigned as a temporary supervisor, he will be paid a premium of 10% over and above his current rate of pay, including C.O.L.A.

Article 38
ACCESS TO EMPLOYEE PROFILE
AND ATTENDANCE DOCUMENT

N | 38.01 An employee may review his own personnel file upon his specific request, either individually or with

his local Union steward, in the presence of the employee's immediate manager or Human Resources representative.

N 38.02 In the case of a complaint or grievance, the employee profile and/or attendance document of any employee directly involved in that complaint or grievance will be made available to a local Union steward, upon written authorization of the employee, for review in the presence of the employee's manager or a representative of the Human Resources Department. Following this review, the Company, on written authorization of the employee, will provide a copy of the employee profile and/or attendance document to the local Union.

Article 39
MODIFICATION, RENEWAL
AND TERMINATION

R 39.01 This Agreement shall become effective on the 30th of March, 1988 and shall remain in full force and effect up to and including October 31st, 1990. This Agreement may be changed or amended by mutual consent of the parties hereto; such changes or amendment shall take the form of appendices to the original Agreement.

39.02 Either party may give to the other party notice in writing, at least ninety (90) days prior to the expiration date, of their desire to revise this Agreement. Within ten (10) days after such notice is given, a conference shall be held to consider such revision.

39.03 If notice as contemplated under Paragraph 39.02 is not given, it shall remain binding for a further period of twelve (12) months unless either party gives to the other party written notice of the termination hereof of not more than ninety (90) days nor less than thirty (30) days prior to the date of termination.

39.04 In the event of written notice of revision or termination having been given by either party as provided for above and the parties then desiring to negotiate together for a new Agreement or for a revision of the present Agreement, the present Agreement shall be considered as remaining in force during such reasonable time as may elapse, before it is found that the parties are unable to reach an Agreement or until a new or revised Agreement is completed.

IN WITNESS hereof the parties hereto have executed this Agreement on the 20th day of June, 1988.

FOR COMMUNICATIONS AND ELECTRICAL WORKERS OF CANADA:

L. Dowhaluk
H. Darmetko
T. Johnson
J. Russell
J. Gray

FOR NORTHERN TELECOM CANADA LIMITED:

R.J. Grant
R. Kennedy
E. Clinton
W. Melnyk
L. Evans
C. France

APPENDIX "A"
PENSION/BENEFITS

1. PREAMBLE

1.1 This appendix, which shall form part of the Collective Labour Agreement (hereinafter called the "agreement"), describes amendments to those plans which shall be in effect for active employees during the term of the Agreement, information relating to cost sharing, and reference to preservation of those Company plans which are not contractually covered.

1.2 The effective dates of amendments of these plans, where applicable, are noted in the relevant paragraphs hereafter.

1.3 The term applicable shall be as defined for the Agreement, except with respect to the Pension Plan which shall be for the term from January 1, 1988 to and including December 31, 1990.

1.4 Agreements with respect to the plans described in this appendix may be changed or amended by mutual consent of the parties hereto, with such changes or amendments to be in the form of appendices to the Agreement. The duration of the Agreement cannot be affected by such changes or amendments.

1.5 The plans, hereinafter called the "Plan(s)", covered by this appendix shall be continued automatically at the expiry of the Agreement until a new agreement is ratified or until the Union is entitled by law to commence legal strike or the Company is permitted to lockout.

1.6 For the purposes of this appendix, the following definitions shall prevail:

1.6.1 "Benefit Group" shall mean the categories of job classifications or grades determined as follows:

Benefit Group	Job Classifications
1	22 to 24 53 to 55
2	25 to 28 56 to 58
3	29 & Trades 59 to 61 ETE to ETC
4	62 & 63 ETB & ETA

1.6.2 "Eligible dependents" shall mean, for purposes of paragraphs 10, 11, 12 of this appendix:

- (i) "Spouse" means either the employee's legally married spouse who was living with the employee at the time of the employee's death or a person who was publicly represented by the employee as the latter's spouse, and who
 - 1 (a) as not prohibited from marrying the employee by reason of the marriage of the employee or of such person to another individual, and
 - 1 (b) had resided with the employee for a period of one year immediately preceding the employees death, or
 - 2 (a) was prohibited from marrying the employee by reason of the marriage of the employee or of such person to another individual, and
 - 2 (b) had resided with the employee for a period of three years immediately preceding the employee's death.

(ii) Unmarried natural or legally adopted dependent children of the employee or Spouse living or deemed to be living with the employee, including those where support ~~for~~ benefit coverage has been dictated by a court order, under age 21, or up to age 25 if a full-time student at an accredited college or university, who are Canadian citizens or who have landed immigrant status, or physically or mentally handicapped children of any age who are totally dependent for support, provided the handicap existed prior to age 21.

(iii) Dependent parents.

The above eligible dependents shall be ranked in descending order of ranking priority.

1.7 For the purposes of the Plans referred to in paragraph 3,4,5, and 6, "Eligible dependents" shall mean the following:

- (i) The person who is legally married to the Employee, or a person of the opposite sex who is cohabiting with the employee and who is publicly represented as the spouse of the employee;
- (ii) Unmarried natural or legally adopted, dependent children of the employee or spouse who are:
 - (1) living or deemed to be living with the employee, including those where support for benefit coverage has been dictated by a court order; and
 - (2) (a) under age 21, or
(b) over age 21, but not over age 25, and are full-time students at an accredited college or university; and,
 - (3) (a) Canadian citizens, or
(b) landed immigrants;
- (iii) physically or mentally handicapped financially dependent children, regardless of age, provided they were handicapped and dependent prior to age 21; or,

(iv) any child who is in the custody of the employee pursuant to a valid and existing custody order and who meets the qualifications set out in 1.7 (ii) and is financially dependent on the employee.

1.8 All employees hired after the date of ratification shall become eligible for coverage under the Plans referred to in paragraphs 3,4,5,6,7,9,10, and 11 on the first day of the month following the month in which the employee completes 3 months' continuous service.

1.9 The summary plan descriptions referred to in paragraph 14.3 will, upon completion, form part of and be included in this appendix. Although every effort has been made to ensure that the summary referred to in paragraph 14.3 is accurate, the parties agree that should there be any conflict in meaning the official plan document will govern.

2. HEALTH INSURANCE PLANS

2.1 The Company will pay the full cost of the Ontario Health Insurance Plan (OHIP), or comparable plan for those not resident in the province of Ontario, including premium increases during the term of the Agreement and in the event of layoff shall provide coverage in accordance with the layoff allowance provisions of the Agreement.

2.2 The Company will, with respect to each employee who resides in Ontario or Province with comparable plans, and who retires with a class A, B, or C pension as described in the Pension Plan during the term of the Agreement, pay the full plan premiums for coverage from and after the date such retired employee attains age 55.

2.3 If, during the term of the Agreement, services covered by such plans as of the effective date of the

Agreement are removed, the Company will provide similar coverage to the extent this is mutually acceptable to **the Union and the Company, under the Extended Health Care (EHC) Plan**, if such is permissible under the amending legislation. The Company will contribute towards the cost of such additional EHC coverage only to the extent of any coincident reduction in health insurance plan premium, with the employees responsible for payment of any excess.

2.4 If, in the circumstances referred to in paragraph 2.3 above, it is not permissible to replace such coverage under the EHC Plan and such premiums are reduced, the parties hereto may apply the savings in such a way as shall be mutually agreed excluding addition to the direct compensation base.

2.5 If such premiums are reduced or eliminated for any reasons other than those contemplated above, the Company's obligation shall be **correspondingly** reduced or eliminated, **unless** the relevant legislation requires continuance of the then current level of premium payments in some other form. In the latter case, the payments shall be made in such manner, excluding addition to the direct compensation base, as may be mutually agreed.

2.6 The Company will, with respect to each employee who elects maternity leave under **31.03**, or adoption leave under **31.06**, pay full health insurance plan premium for the duration of the first seventeen (17) weeks of the leave.

3. SUPPLEMENTARY HOSPITAL PLAN

3.1 The Company will continue to provide, a Supplementary Hospital Plan as in effect immediately prior to the term of the Agreement. The cost of this Plan will be paid by the employees, including any increases in premiums during the term of the Agreement.

4. EXTENDED HEALTH CARE PLAN

4.1 The Company will continue to provide an Extended Health Care Plan as in effect immediately prior to the term of the Agreement. The cost of this Plan will be paid by the Company, including any increases during the term of the Agreement relating to the services covered by the Plan.

4.2 Effective January 1, 1990, the Extended Health Care Plan will be amended as follows:

- inclusion of payments for costs incurred on a 50% co-sharing basis for:
 - Glucometer
 - Obus form (1 per lifetime)
 - Decubitis equipment
 - Hearing aids (to a maximum cost of \$200 over a period of 3 years) when prescribed by a physician.
- inclusion of payments for costs incurred for services of a registered chiropractor, after expiry of provincial health coverage, for up to \$7 per treatment for a maximum of 12 treatments per year.

4.3 The Company will, with respect to each employee who elects maternity leave under 31.03, or adoption leave under 31.06, after date of ratification, provide coverage under the Plan for the first seventeen (17) weeks of the leave.

4.4 No other change will take place in Plan design except as required by legislation, or as contemplated under paragraph 2.3.

4.5 The Company's obligation with respect to services transferred from health insurance plans is outlined under paragraph 2.3.

5. VISION CARE PLAN

5.1 The Company will continue to provide a Vision Care Plan as in effect immediately prior to the term of the Agreement. The cost of this Plan will be paid by the Company.

5.2 Effective January 1, 1990, the \$75 maximum payment under this Plan will be increased to \$100.

5.3 The Company will, with respect to all employees who proceed on maternity leave under 31.03 or, adoption leave under 31.06, after date of ratification, provide coverage under the Plan for the first seventeen (17) weeks of the leave.

6. DENTAL PLAN

6.1 The Company will continue to provide a Dental Plan as in effect immediately prior to the term of the Agreement, with coverage for expenses incurred up to April 30, 1988, on the basis of the 1985 Ontario Dental Association Schedule for General Practitioners for the services covered by such Plan. The cost of this Plan, including any increases during the term of the Agreement, will be paid by the Company.

6.2 Effective May 1, 1988, the 1986 Ontario Dental Association Schedule for General Practitioners will apply.

6.3 Effective May 1, 1989, the 1988 Ontario Dental Association Schedule for General Practitioners will apply.

6.4 Effective May 1, 1990, the 1989 Ontario Dental Association Schedule for General Practitioners will apply.

6.5 Effective May 1, 1988, the \$1000 maximum for the Periodontic and Endodontic benefit will be increased to \$1500.

6.6 The Company will, with respect to all employees who proceed on maternity leave under 31.03, or adoption leave under 31.06, after date of ratification, provide coverage under the Plan for the first seventeen (17) weeks of the leave,

7. SICKNESS AND ACCIDENT PLAN

7.1 The Company will continue to provide a Sickness and Accident (S&A) Plan as in effect immediately prior to the term of the Agreement.

7.2 No other change will be made in the Plan design except as required by legislation.

8. LONG TERM DISABILITY PLAN

8.1 The Company will continue to provide the Long Term Disability (LTD) Plan as in effect immediately prior to the term of the Agreement.

8.2 Effective May 1, 1988 this Plan will provide monthly income benefits in accordance with the following schedule for those eligible employees whose S&A Plan benefits expire after April 30, 1988.

Benefit Group	Monthly Income
1	\$1300
2	1350
3	1575
4	1650

8.3 The monthly income benefit payable to any employee under 8.2 shall be offset to the extent that any primary statutory monthly disability benefits, exclusive

of those that arise from military service, in respect of the same disability, for which the employee is or may become eligible, exceed 75% of pre-disability income. Any improvements in such primary statutory disability benefits occurring after establishment of the initial level will accrue to the employee and will not be used to offset the LTD benefit level provided under this plan.

8.4 If an employee entitled to LTD Plan benefits resumes any full or part-time employment, such employee's monthly benefits under the Plan shall be reduced to the extent that the sum of such monthly benefit and the employee's monthly income from such employment exceeds 75% of the employee's current regular monthly earnings from the Company.

8.5 Notwithstanding paragraphs 8.3 and 8.4 an employee's benefit under the LTD Plan shall not be less than \$150.00 per month.

8.6 During the period for which an employee is eligible to receive LTD Plan benefits, participation will continue in the following Plans:

- Provincial Health Insurance
- Supplementary Hospital
- Health Care
- Dependent Life
- Retiring Allowance Plan
- Pension
- Group Life Insurance - Parts I and II
- Survivor Transition Benefit

Coverage for Group Life Insurance - Parts I & II and the Survivor Transition Benefit in effect at the date of disability will prevail during the period for which an employee is eligible to receive LTD Plan benefits.

8.7 LTD Plan benefits will be paid, during continuance of the employee's disability, to age 65 at which time basic pension benefits will commence.

8.8 For purposes of determining eligibility for benefits under the LTD Plan, disability shall mean that an employee is disabled to an extent preventing performance of any job for which the employee is reasonably suited by education, training and experience.

Notwithstanding the above definition, if it is confirmed that an employee is eligible for primary disability benefits under the Canada Pension Plan, this employee will then also be eligible for benefits under the LTD Plan.

8.9 LTD Plan benefits shall not be terminated without at least one (1) month's notice to the recipient unless the employee returns to work.

9. GROUP LIFE INSURANCE PLAN

9.1 The Company will continue to provide, on an optional basis to employees, life insurance through Group Life Insurance Plan - Part I, hereinafter called "Part I", as in effect immediately prior to the term of the Agreement except as indicated in 9.1.1 and 9.1.2 below.

9.1.1 Effective July 1, 1988, the Company will increase each scheduled amount of insurance under Part I by \$2000.

9.1.2 Effective July 1, 1988 the employee cost for Part I shall be \$0.50 per month for each \$1,000 of insurance in excess of \$15,000.

9.1.3 For employees retiring with a pension date on or after January 1, 1991, the amount of insurance under Part I will be reduced by 5% of the amount for which

the retired employee was insured as an active employee on the first and for each subsequent anniversary of the pension date for a period of ten years to 50% with a minimum of \$10,000.

9.1.4 The Company will, with respect to each employee who elects maternity leave under 31.03, or adoption leave under 31.06, after date of ratification, provide coverage under the Plan for the first seventeen (17) weeks of the leave provided employee portion is maintained.

9.2 The Company will continue to provide, on an optional basis to employees, life insurance through Group Life Insurance Plan - Part II, hereinafter called "Part II", as in effect immediately prior to the term of the Agreement, except as indicated in 9.2.1 and 9.2.2 below.

9.2.1 The premium rates for Part II for each \$1,000.00 of coverage will continue to be:

Age	Monthly Cost	
	Male	Female
to 35	\$0.08	\$0.04
36-45	0.16	0.08
46-55	0.40	0.20
56-60	0.80	0.40
61-64	1.20	0.60

These rates may be adjusted if dictated by Plan experience.

9.2.2 Effective October 1, 1988 the Company will establish additional options of \$60,000 and \$70,000 under Part II. Employees who are currently enrolled in the \$50,000 option under Part II may increase their coverage to \$60,000 or \$70,000. Those enrolled in any other options under Part II may increase their option to a maximum of \$50,000. In both cases a statement of health will not be required.

9.3 The Company will continue to provide, on an optional basis to employees, life insurance through the Dependent Life Plan as in effect immediately prior to the term of the Agreement. The cost of this Plan shall be employee-paid, at a cost of \$1.00 per month guaranteed until December 31, 1988.

9.3:1 Effective January 1, 1989, the Company will establish the following additional coverage with Plan premiums to be calculated as of that date. Thereafter these premiums may be adjusted if dictated by Plan experience.

Coverage	
Spouse	Child
\$10,000	\$5,000

9.4 The other terms and conditions of this Plan will remain in full force and effect as reflected in the applicable insurance contract.

10. SURVIVOR TRANSITION BENEFIT PLAN

10.1 The Company will continue to provide a Survivor Transition Benefit Plan as in effect immediately prior to the term of the Agreement.

10.2 Effective May 1, 1988 this Plan will provide for the payment of a monthly income benefit to eligible dependents of a deceased employee and, in the event of the employee's death from an accident on or after May 1, 1988 while at work for the Company, a lump sum payment as follows:

Benefit Group	Monthly Income	Lump Sum Payment
1	\$475	\$24,500
2	500	25,500
3	575	30,000
4	625	33,000

10.3 The monthly income benefit shall be paid for 60 consecutive months commencing the month following the date of death. Notwithstanding the foregoing, such monthly payments shall immediately cease when there are no longer any surviving eligible dependents of the deceased employee.

10.4 Provincial Health Insurance Plan premium payments will be continued in order to maintain coverage for the number of months applicable under 10.3 above. Opportunity will be provided for the eligible dependent(s) to participate in, through optional deductions, current coverage under all Company health care plans for the number of months applicable under 10.3 above.

10.5 The Company will, with respect to all employees who proceed on maternity leave under 31.03, or adoption leave under 31.06, after date of ratification, provide coverage under the Plan for the first seventeen (17) weeks of the leave.

11. RETIREMENT ALLOWANCE PLAN

11.1 For employees whose pension date is on or after January 1, 1988, the Company will establish a Retirement Allowance Plan to pay the amounts set out in the Retirement Allowance Schedules attached.

11.2 Employees will be entitled to payment under the Plan if, as of their pension date, they have at least ten (10) years of continuous service. The amounts set out in the Schedules will be payable monthly commencing with the month in which the pension date falls and continuing until the month age 65 is reached, except that for retirement at age 65 there will be only one payment.

11.2.1 The monthly amounts described in paragraph **12.9** shall be subtracted from the amounts set out in the Retirement Allowance Schedule.

11.2.2 Employees who on their pension date are not yet age 55 will receive a retirement allowance adjusted to reflect such earlier retirement age. A copy of the expanded Schedules, covering retirement earlier than 55, will be provided to the Union.

11.3 If a retired employee who is entitled to a retirement allowance dies prior to all payments being made, the remaining payments will be paid monthly to eligible dependents on the same basis.

11.4 Where employees retire with a class E pension as defined in paragraph **12.7**, and are entitled to a retirement allowance, the amount as set out in the Schedule will be reduced actuarially for each month by which the employee's age is less than 65.

12. PENSION PLAN

12.1 The Company will continue to provide the Northern Telecom Negotiated Pension Plan in effect on December 31, 1987 during the applicable term stated in paragraph 1.3 above, subject to amendment to provide for the changes specified in **12.3** through **12.12** inclusive below, and subject to amendment to fulfill section **19** of the Pension Benefits Act, 1987 (Ontario).

12.2 All employees hired prior to the date of ratification are members of the Pension Plan established and maintained by Northern Telecom Limited, subject to the terms and conditions of that Plan as in effect immediately prior to January 1, 1988.

12.3 All employees hired after the date of ratification shall become eligible to be members of the Pension Plan on the day after the completion of twenty-four (24) months of continuous service, except:

12.3.1 All employees hired after the date of ratification who are employed as term employees, shall be eligible to become members of the Pension Plan on the first day of the month following completion of a period of employment during which seven hundred (700) hours of employment or thirty-five (35) percent of the YMPE, whichever is lesser, is achieved in each of two consecutive twelve month periods.

12.4 Effective January 1, 1988, employees will vest (are entitled to a pension benefit) upon completion of twenty-four months of continuous membership in the Pension Plan.

12.4.1 The pension benefit under the Pension Plan will be based on service accrued after December 31, 1986 for employees with less than ten years of service on the date of termination.

12.4.2 To the extent permitted by law, employees who have vested and who terminate employment may direct the Company to pay from the Pension Plan the commuted value of the deferred pension.

12.5 For the purpose of service under the Pension Plan all employees will have a Pension Service Date ("PSD") as follows:

12.5.1 For employees hired prior to the date of ratification their PSD will be the same as their CSD up to that date.

12.5.2 For employees who are hired after the date of ratification their PSD will be assigned on the first day

of Pension Plan membership and service will accrue from that day.

12.5.3 Rules for accrual of service under the Pension Plan will be the same as the rules applicable ~~for~~ accrual of Continuous Service, except that effective January 1, 1988 if an employee receives payout of the commuted value of the deferred pension in accordance with paragraph 12.4.2, the PSD will be forfeited. If this employee subsequently is employed by the Company, membership in the Pension Plan will commence immediately but no credit will be given for any prior service with the Company for any purpose under the Pension Plan.

12.6 Effective January 1, 1988, employees who are at least age 60 **and** whose age added to years of membership in the Pension Plan equals the number 80 shall be eligible for a class **A** pension under the Pension Plan.

12.7 Effective January 1, 1988, a new pension class, class E, will be established for employees who are 55 years of age and do not have years of Pension Plan membership sufficient to qualify for other classes of pension benefits under the Pension Plan. These employees shall be eligible for a pension benefit which will be actuarially reduced for each month by which the employee's age is less than 65.

12.8 The following basic benefit rates shall be used to calculate the basic pension benefit for employees retiring with a pension date on or after:

Benefit Group	Jan. 1, 1988	Jan. 1, 1989	Jan. 1, 1990
1	\$23	\$24	\$25
2	25	26	27
3	28	29	30
4	29	30	31

12.9 Effective January 1, 1988 the Pension Plan will only provide the supplementary benefit with respect to retirement prior to age 65 to employees who are eligible for a class A, B, or C pension as of December 31, 1987. This benefit will be equal to ten (10) dollars multiplied by years of service accrued up to and including December 31, 1987 payable monthly commencing with the month in which the pension date falls and continuing until the month age 65 is reached.

12.10 Employees retiring with a pension date on or after January 1, 1988 will receive a normal pension benefit equal to 90% of the amount of basic benefit multiplied by years of pensionable service which will be payable for the life of the retired employee, and upon death, the retired employee's eligible dependent will receive 60% of the monthly pension benefit which had been paid to the retired employee immediately prior to death.

12.10.1 Where the employee and the eligible dependent, if any waive the benefits described in paragraph 12.10, the employee shall receive 100% of the amount of the basic benefit multiplied by years of service payable for life, and the eligible dependent shall not be entitled to anything under the Pension Plan.

12.11 For employees who die on or after January 1, 1988, the Pension Plan will no longer provide the presumptive J&S pension benefit, but eligible dependents will be eligible for a benefit equal to the commuted value of the employee's pension benefit for all years of service under the Pension Plan

12.12 Effective January 1, 1989 those employees who on or after January 1, 1988 retire/terminate from active service with the Company, and subsequently their eligible dependents who qualify under paragraph 12.10, will receive annual post retirement adjustments in accordance with the following matrix:

Age on Pension Date/Deferred Annuity Payment Date or Anniversary Thereof	Formulae	Payments	Fold into Monthly Benefit
Under Age 60	60% of percentage increase CPI; max. 6% payout	Eff. Jan. 1/89 Annual Lump Sum paid in month of anniversary month of birthday	No
Age 60 or over but under age 65	60% of percentage increase CPI; max. 6% payout	Eff. Jan. 1/89 Monthly - paid in month of the anniversary month of birthday	Folded in annually
Age 65 or over	75% of percentage increase CPI; max. 6% payout	Eff. Jan. 1/89 Monthly - paid in month of the anniversary month of birthday	Folded in annually

Terminated employees will receive no post retirement adjustments in connection with any time prior to commencement of receipt of deferred annuity payments.

12.12.1 The calculations of post retirement adjustments will use CPI = 1981 (All Canada) and will be in accordance with the following schedule:

Month of Birthday Anniversary	Twelve (12) Month Upward Change* in CPI for the Month of
January	November
February	December
March	January
April	February
May	March
June	April
July	May
August	June
September	July
October	August
November	September
December	October

* Moving average

12.12.2 The application of 12.12 and 12.12.1 will be in accordance with eight (8) examples dated March 23, 1988 and the amendments to the Pension Plan will reflect this application.

12.12.3 If as a result of any current or future legislation, regulation, or other government action, plan benefits become subject to inflation protection for benefits accrued during any years of service, such inflation protection shall be offset against the protection provided under this paragraph.

13. OTHER COMPANY PLANS

13.1 The Company proposes to continue the following during the term of the Agreement.

- Travel accident insurance
- Employee Savings Plans
- Registered Pension Plan
- Registered Retirement Savings Plan

13.2 While the Company will not reduce the level of benefits of the Plans referred to in **13.1** above during the term of the Agreement, it reserves the right to amend the terms and conditions of such Plans in order to conform to existing or future legislation, to ensure that they may best meet the objectives for which they were established, and to enable their administration to be carried out with prudence and economy in the interests of all participants therein.

14. GENERAL

14.1 The Company shall furnish the Plan text(s) within 3 months (or as soon as practicable) after signing the Agreement, for review and comment by the union. The other documents referred to below will be furnished at appropriate times for review and comment by the Union.

14.2 The Company will furnish the Union with copies of the administrative procedures, benefit booklets, and approved authorized texts covering the Plans referred to in paragraphs **3** to **13** of this appendix.

14.3 As soon as it is practicable hereafter, the Company will provide each employee with a benefit booklet containing descriptions of the various Plans referred to in this appendix.

14.4 The Company will ensure that all the Plans covered by this appendix are adjusted to reflect legislation precluding discrimination with respect to age, sex,

and marital status, except to the extent that such legislation so permits.

14.5 The Company confirms its intention to maintain its present practices with respect to the handling of statutory and Company benefits as these apply to retirees. In the event a change appears desirable, the Company will discuss such changes in advance with the Union.

14.6 The Company will continue to maintain the present practices with respect to statutory and Company benefits for employees receiving Workers' Compensation benefits and employees receiving disability benefits under the Pension Plan.

14.7 Local benefit committees will be maintained as an appeal process with respect to the items contained in this appendix, and shall review pension benefit applications in advance of their effective date. Meetings will be held no less than four times in each calendar year. Other procedures shall be determined on a basis which is mutually acceptable to the Union and the Company.

14.8 The Company will furnish the Union with such information with respect to the operation of applicable benefit plans as shall be mutually acceptable to the parties or required by legislation, including:

- Copy of Report as set out under section 11(1) of the Ontario Pension Benefits Act, 1987, Regulations.
- Copy of the annual information return to the province of registration for the Pension Plan
- Copy of the annual report to the Company Employees' Benefit Committee

14.9 The Union consents to the application by the Company, through partial funding of the latter costs in providing improved employee benefits in accordance with the Agreement and with prior Collective Labour Agree-

ments between the Union and the Company, of the reductions equal to at least 5/12th that have been or may be granted to the Company as to the employer's premiums under the Unemployment Insurance Act.

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

- a) no change will take place without at least three months' prior notice to the Union,
- b) no change will have the effect of reducing the value of any benefit,
- c) **no** change will affect the method of claims settlement except as shall be mutually agreed between the parties, and
- d) the Company shall furnish the Union with a full accounting as to the disposition of any surplus or deficit attributable to employee contributions.

June 20, 1988

Mr. L. Dowhaluk,
National Representative,
Communications and Electrical,
Workers of Canada,
Ontario Region Office,
25 Cecil Street, Suite 201,
Toronto, Ontario M5T 1N1

Dear Sir:

As discussed with you, we confirm that employees who return to active employment within the bargaining unit after receiving **Long** Term Disability Plan benefits will be credited with Seniority and Continuous Service based on former active employment and pensionable service credited while in receipt of Long Term Disability Plan benefits.

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

Yours very truly,

R.J. Grant,
Director,
Headquarters Human Resources Administration

June 20, 1988

Mr. L. Dowhaluk,
National Representative,
Communications and Electrical,
Workers of Canada,
Ontario Region Office,
25 Cecil Street, Suite 201,
Toronto, Ontario M5T 1N1

Dear Sir:

As discussed with you, we confirm that if an employee ceases to be entitled to Long Term Disability Plan benefits, and returns to full-time employment with Northern Telecom Canada Limited, but within a period of 90 calendar days again becomes disabled by reason of the same or related causes, such renewed disability will be considered as a continuation of the previous disability and such employee will again be entitled to Long Term Disability Plan benefits.

If such subsequent disability occurs after 90 calendar days, or if such subsequent disability is not the result of the same or related causes as the previous disability and the employee has been back at work for at least one full day, such employee will be entitled to full Sickness and Accident Plan and Long Term Disability Plan benefits.

Yours very truly,

R.J. Grant,
Director,
Headquarters Human Resources Administration.

June 20, 1988

Mr. R.J. Grant,
Director,
Headquarters Human Resources Administration,
Northern Telecom Canada Limited,
304 Islington Avenue,
ISLINGTON, Ontario M9B 6E4.

Dear Sir:

SUBJECT: Article **27.05** Shop & Article **26.05**
Office

Re: Annual Inventory

This is to confirm the Union's understanding that in Article **27.05** of the Shop Agreement and Article **26.05** of the Office Agreement, the guarantee of four (**4**) hours of work refers to actual **annual** inventory-taking and does not refer to preparatory activities for inventory taking.

Yours very truly,

Leo Dowhaluk,
National Representative,
Communications and Electrical
Workers of Canada,
Ontario Region Office

June 20, 1988

Mr. L. Dowhaluk,
National Representative,
Communications and Electrical
Workers of Canada,
Ontario Region Office,
25 Cecil Street, Suite 201,
Toronto, Ontario M5T 1N1

Dear Sir:

The company will investigate and assess the requirements for business related training programs.

If sufficient employee interest is demonstrated, the company will investigate the availability and implementation of appropriate training programs.

If there is sufficient commitment shown, minimum 20 employees, the company will implement such programs with additional programs being dependent upon continued successful participation. These programs would be arranged for other than normal working hours and would be targetted to commence in the fall of 1988.

Yours very truly,

R. J. Grant,
Director,
Headquarters Human Resources Administration

**LETTER OF AGREEMENT
RE: SHOP QUALIFICATION TESTS**

June 20, 1988

The Company agrees that employees who have satisfactorily performed the work on analysis number 16763 or 16771 or 16655 or 16732 shall not be required to pass a test prior to being placed on analysis number 16780.

LETTER OF AGREEMENT

June 20, 1988

The company agrees to pay for casual lates up to one-half hours duration. Company records will continue to be kept relating to lates and absenteeism to ensure adequate control of these matters.

LETTER OF AGREEMENT

PROTECTIVE CLOTHING - SHOP

June 20, 1988

The Company will supply special coats for Junk and Salvage workers, overalls for painters, and protective clothing for machine setter layout operator Analysis Number 17004, maintenance employees and janitors working in the North York Plant.

The Company will provide shirts and pants to maintenance employees.

LETTER OF AGREEMENT

RE: OFFICE SPACE FOR ADMINISTRATION
OF THE C.L.A.

June 20, 1988

Further to our discussions with respect to the renewal of the Shop and Office Collective Labour Agreement, the Company agrees to Provide the Local with an office at the North York location solely for the administration of the Agreement. The office shall contain an AC outlet and will be provided with a door equipped with a lock.

LETTER OF AGREEMENT

SOCIAL INSURANCE NUMBERS (S.I.N)

June 20, 1988

The Company agrees that it will not place S.I.N. numbers on Employee Identification Cards issued or re-issued after the March 30, 1988.

LETTER OF AGREEMENT

June 20, 1988

This letter will serve to clarify the mutual concern of both parties in striving to ensure the ongoing safety and welfare of employees. In this regard, the Company agrees that, in cases where employees are absent from work without notifying the Company, a Local Union representative will be verbally notified of such absences prior to the commencement of the absent employee's third shift.

LETTER OF AGREEMENT

RE: MACHINE SETTER

June 20, 1988

In the event that the Auto Buff operation is reinstated at the North York Plant, the Company agrees that all rights afforded to the Machine Setter, Analysis Number 16791, as outlined in the 1985 Collective Labour Agreement, will be reinstated.

LETTER OF AGREEMENT

RE: ARTICLE 21 - HOURS OF WORK

June 20, 1988

The parties agree that the premium pay referred to in Article 21.05 will not apply in the following situations:

1. An employee's shift changes as a result of a vote or revote.
2. After having been given notice the employee proceeds on vacation or a random day(s) vacation. In such cases the vacation or the random day(s) of vacation will form part of the notice period.

LETTER OF AGREEMENT

June 20, 1988

This will confirm agreement reached during contract negotiations. Employees who are on rate protection on March 30, 1988 (excluding those mentioned in Article 37.07) will continue their rate protection at the grade level they held prior to their downgrade in keeping with the provisions outlined in Articles 37.04 and 37.05.

INDEX

Absences from Work	
Bereavement (28.03).....	54
Court Attendance (28.02).....	53
Jury Duty (28.02).....	53
Leave of Absence	
for Personal Reasons (28.04).....	54
Leave of Absence	
for Political Candidates (28.05).....	55
Notification to the Union.....	96
Quarantine (28.01).....	53
Access to Employee Profile	
and Attendance Document (38.0).....	66
Adoption Leave (31.0).....	56
Agreement, Term of (39.0).....	67
Annual Inventory.....	93
Arbitration (16.0).....	36
Attendance Document, Access to (38.0).....	66
Bereavement (28.03).....	54
Bridging of Continuous Service (7.01.04).....	19
Bulletin Boards (12.0).....	26
Business Related Training.....	94
C.O.L.A. (36.0).....	61
Casual Lates.....	95
Clothing, Protective.....	95
Compensation, Minimum (27.0).....	52
Continuous Service	
Accumulates/Maintains (7.01.03).....	19
Bridging (7.01.04).....	19
LTD (Long Term Disability).....	92
Terminates (7.01.01).....	18
Cost of Living Allowance (36.0).....	61
Court Attendance (28.02).....	53
Deduction of Union Dues (19.0).....	40
Differential, Off-Shift (23.0).....	45
Disciplinary Action	
Formal Warning (17.03).....	38

Employee Training (30.0).....	55
Foremen and Supervisors (11.0).....	26
Formal Warnings (17.03).....	38
Grievances	
Committee and Stewards (15.02).....	33
General (15.01).....	32
Procedure.....	34
Step 1 (15.03.03).....	34
Step 2 (15.03.04).....	35
Step 3 (15.03.05).....	35
Step 4 (15.03.06).....	35
Health and Safety	
Committee (10.06).....	24
Holidays, Statutory (24.0).....	45
Hours of Work (21).....	42
Hours of Work, re Article 21.....	97
Information to the Union (32.0).....	58
Inventory, Annual.....	93
Job Evaluation (13.0).....	27
Jury Duty (28.02).....	53
Lates, Casual.....	95
Lay-off	
Allowance (14.0).....	28
Entitlement (14.02).....	28
Leave of Absence	
Adoption (31.0).....	56
Maternity (31.0).....	56
Personal Reasons (28.04).....	54
Political Candidates (28.05).....	55
Union Duties (18.0).....	38
Lockouts, Strikes and (5.0).....	4
LTD (Long Term Disability).....	92
LTD (Long Term Disability) and Seniority/Continuous Service.....	91
Machine Setter.....	97

Management Rights (3.0).....	2
Maternity Leave (31.0).....	56
Minimum Compensation (27.0).....	52
Miscellaneous (33.0).....	59
Notification of Absence.....	96
Off-Shift	
Differential (23.0).....	45
Office Space for Administration of the CLA.....	96
Overtime (22.0).....	43
Pay	
Rates of (37.0).....	64
Vacation with (25.0).....	47
Personal Leave (28.04).....	54
Phase-Out of Operations (8.0).....	20
Political Candidates, Leave of Absence for (28.05)...	55
Privileges, Unlisted (20.0).....	41
Production Standards (35.0).....	60
Profile, Access to (38.0).....	66
Protection for Employees (8.0)	20
Protective Clothing.....	95
Purpose (2.0).....	2
Qualification Tests, Shop.....	95
Quarantine (28.01).....	53
Rate Protection	97
Rates of Pay (37.0).....	64
Recognition and Scope (1.0).....	1
Relationship (4).....	2
Safety, Health and (10.0)	23
Seniority	
Accumulates/Maintains (6.0103).....	6
Effect of Lack of Work (6.05).....	13
Lists (6.02).....	6
LTD (Long Term Disability).....	91
Promotions and Vacancies (6.04).....	9
Terminates (6.01.01).....	5
Transfers (6.03).....	7

Shop Qualification Tests.....	94
Social Insurance Numbers.....	96
Standards, Production (35.0).....	60
Statutory Holidays (24.0).....	44
Strikes and Lockouts (5.0).....	2
Supervisors, Foremen and (11.0).....	26
Technological Change (9.0).....	23
Term of Agreement (39.0).....	67
Tests, Shop Qualification.....	95
Training	
Business Related.....	94
Employee (30.0).....	55
Transfer of Work From Unit (8.0).....	20
Union Dues, Deduction of (19.0).....	40
Union Duties, Leave of Absence for (18.0).....	38
Union, Information to the (32.0).....	58
Union Office Space.....	96
Unlisted Privileges (20.0).....	41
Vacation Allowance	
Lay-off (26.0).....	51
Maternity/Adoption Leave (26.02).....	51
Termination of Service (26.03).....	52
Vacation with Pay (25.0).....	47
Validity (34.0).....	60
Welfare Plan (29.0).....	55
Work, Hours of (21).....	42
Work. Hours of. re Article 21.....	97

1988

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

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

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

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

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

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

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