

# COLLECTIVE AGREEMENT

BETWEEN

**NEXANS CANADA INC.  
FERGUS, ONTARIO**

AND

**LOCAL UNION 636 - UNIT #44**

OF THE

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

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COLLECTIVE AGREEMENT  
made this **2nd day** of March 2002

BETWEEN:

**NEXANS CANADA INC.**

incorporated under the laws of the Dominion of  
Canada hereinafter called "the Company"

OF THE FIRST PART

- and -

**LOCAL UNION 636 of the INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL WORKERS,  
A.F. OF L., C.I.O., C.L.C.**  
hereinafter called "the Union"

OF THE SECOND PART

WITNESSETH THAT:

**ARTICLE 1 - DEFINITION**

1.01 The term "employees" wherever used in this Agreement shall mean all employees of Nexans Canada Inc., at Fergus save and except Foremen, persons above the rank of Foreman and office staff. It is understood all references to the male gender will include and denote female gender as well.

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

## ARTICLE 2 - UNION RECOGNITION

2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for collective bargaining purposes for its employees as defined by Article 1, with reference to rates of pay, hours of work and other working conditions.

### 2.02 Check-Off

1. The Company will deduct each week from the pay of all employees covered by this collective agreement, an amount equivalent to the regular monthly Union dues as established by the Union times twelve (12) divided by fifty-two (52). Upon successful completion of the probationary period by the Employee, the Company will also deduct an amount equivalent to the initiation fee as established by the Union. The amount so deducted will be forwarded to the Financial Secretary of Local Union 636, by the 15th day of the following month, along with an alphabetic listing showing for and on whose behalf such deductions were made.
2. The Company will not be responsible for the collection of any dues where, because of absence from work, the employee has no earnings in the pay period from which Union dues are deducted as stated in 1. above. Such absence will be noted on the list of names submitted to the Union each month at the time the deductions were forwarded.
3. **As** a condition of employment all employees shall sign an IBEW membership card and shall be required to sign an authorization of dues deduction. It is understood and agreed that the Union will save the Company harmless from any

and all claims which may be made against it by any employee or employees for amounts deducted from earnings as herein provided.

4. The Company shall provide a semi-annually updated listing of employee addresses to the Toronto Office of Local 636 I.B.E.W. at the request of the Union.
5. The Company agrees to grant all members of the bargaining unit access to their personnel files outside of regular working hours, provided reasonable notice is given.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

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

- (a) Maintain order, discipline and efficiency among its employees, hire, discharge, discipline for just cause, lay-off, classify, assign to jobs, transfer, promote and demote its employees, provided that any exercise of these rights in conflict with provisions of this Agreement may be subject of a grievance and dealt with as hereinafter provided.
- (b) Generally manage the industrial enterprise in which the Company is engaged and, without restricting the generality of the foregoing, to manage the plant, determine the products to be manufactured, methods of manufacturing, schedules of production, kinds and location of machines and tools to be used, processes of manufacturing and assembling, the engineering and designing of its products, the control of materials and operations and materials or parts to be incorporated in the products produced, and insofar as it is not restricted by the terms and

provisions of this Agreement, direct its employees, and make and alter rules of procedure and conduct for its employees.

3.02 The Union recognizes the right of the Company to contract and subcontract work within the Fergus facility provided that bargaining unit employees are not laid-off as a direct result of said contracting.

## **ARTICLE 4 - NO DISCRIMINATION**

### 4.01

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

(b) Workplace Harassment Policy

Nexans Canada Inc.'s policy is to provide and maintain a work environment where every employee is free from harassment and discrimination based on race, ancestry, place of origin, colour, ethnic origin, citizenship, religion, gender, sexual orientation, **prohibited** grounds under Human Rights codes and laws.

**Nexans Canada Inc. will not tolerate harassment or discrimination of any kind, and will take actions to ensure that every employee is treated with dignity and respect.**

If you believe that you are being harassed on the basis of any prohibited grounds of discrimination:

1. Tell the person that their behaviour is unwelcome and ask them to stop.
2. We encourage you to jot down incidents, including dates, times and circumstances of unwelcome behaviour. (You do not have to have a record to make a complaint; however, it can support the investigation and help you remember details over time).
3. Make a complaint by reporting the situation to your supervisor, manager or local Human Resources representative as soon as possible.
4. Where you feel that the complaint has not been resolved satisfactorily, you may contact corporate Human Resources at (905) 944-4439.

**All** employees have a right to make a complaint under their applicable Human Rights legislation.

Where an investigation provides evidence to support the complaint of harassment, appropriate action up to and including dismissal will be imposed.

Harassment **of** any form is unacceptable behaviour. **All** employees and managers of Nexans Canada Inc. have a responsibility to not harass other employees of the Company. Management is responsible for ensuring that employees are made aware of this policy and encouraged to report incidents of harassment when they occur. Management who observe harassment should take immediate action without waiting for an employee to complain. Nexans Canada Inc. will not tolerate harassment of its employees nor will it accept casual or unfair handling of harassment complaints.

The complete four page HARASSMENT POLICY which includes the Purpose, Definition, Policy, Procedures for dealing with Harassment and Resolving a Complaint, Confidentiality, and Conclusion is available from your Human Resources representative.

4.02 There shall be no activities by or on behalf of the Union on the premises of the Company during an employee's working hours except as permitted by this agreement. The Union agrees not to hold any meetings on the Company's premises except as permitted by the Company.

4.03 The Company and the Union are committed to the safe integration of injured or ill Employees into the work place at the earliest opportunity. Reasonable effort, by both parties, to the point of undue hardship, will be made to modify the Employee's regular position where possible or to provide modified work suitable to medical limitations and capabilities. The parties will jointly endeavour to work with all concerned to promote rehabilitation goals. This includes modified duties and graduated return to work schedules.

## **ARTICLE 5 - UNION REPRESENTATIVES & COMMITTEES**

5.01 The Union shall appoint Stewards who shall be employees other than probationary employees of the Company in the ratio of one (1) Steward per twenty (20) employees for a maximum of twelve (12) including the Union Executive Committee in the Bargaining unit with provision for a minimum of three (3) Stewards on each shift who shall be recognized in all matters pertaining to employer-employee relations.



5.02 The Grievance Committee shall be composed of four (4) employees, provided, however, that no probationary employee shall be eligible to be a member of the said Grievance Committee. Full time Union Business Representative or designate may also be in attendance for this meeting at Stage 3 of the grievance procedure.

5.03

- (a) The Negotiating Committee shall be composed of four (4) employees who shall be employees other than probationary employees of the Company. Full time Union Business Representative and/or International Representative shall also be in attendance for this meeting.
- (b) The Company will pay the members of the Negotiating Committee their regular hourly rate for time away from their scheduled work while engaged in the negotiation of a Collective Agreement with the Company, including meetings with conciliation services or mediation officers.

5.04 Occupational Health and Safety Committee

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

5.05 The Union will certify in writing to the Company the name of their Stewards, Grievance Committee, Negotiating Committee, Union Management Committee, and Occupational Health and Safety Committee authorized to act hereunder from time to time and the Company will not be

required to recognize them until certified. The Company will meet the Committees and Stewards *so* recognized and will deal with them on those matters properly arising out of this Agreement with which they are concerned and they in turn will co-operate with the Company in this respect.

5.06

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

5.07 The Unit Chair, Vice Chair, Unit Recorder, Chief Steward and four (4) Executive Committee Members from Unit #44 (total 8) while holding such office shall be retained by the Company in the event of layoff as long as there is work that they are qualified and willing to perform.

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

## ARTICLE 6 - GRIEVANCE PROCEDURE

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

For the purpose of the grievance procedure working days are understood to be Monday to Friday

6.01 The parties hereto are agreed that complaints of employees should be dealt with as quickly as possible. If an employee (or employees) has any complaint he shall, together with the Steward, present it verbally to his Foreman within ten (10) working days after the incident giving rise to the alleged grievance occurred, or has or ought to have come to the attention of the employee concerned. If the complaint is not settled to the satisfaction of the employee (or employees) within one (1) working day, or within any longer period that may be mutually agreed upon at the time, then the following grievance procedure shall apply:

6.02 Stage One:

The employee (or employees) together with the Steward shall present such grievance to the Foreman in writing, if a satisfactory answer to the complaint has not been received within the time limit agreed to in 6.01 above. The answer of the Foreman shall be in writing. If a settlement satisfactory to the employee (or employees) concerned is not reached within one (1) working day then:

6.03 Stage Two:

The Grievance Committee may, within a period of two (2) working days after the decision was given or should have been given, if none was given in Stage One, present such grievance to the Production Manager (or equivalent authority designated in this stage) together with the Steward and/or employee involved. If a settlement satisfactory to the Grievance Committee is not reached within two (2) working days thereafter then:

6.04 Stage Three:

The Grievance Committee may, by notice in writing to the Plant Manager or designate to be given in five (5) working days after the decision was given or should have been given,

if none was given in Stage Two, request a meeting to discuss such grievance. The Plant Manager or designate shall notify the Grievance Committee and Steward of the time and place at which the meeting will take place. Such meeting shall be held not later than three (3) working days after such request has been received by the Plant Manager or designate.

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

6.05 When there are any differences directly between the Union and the Company respecting the interpretation or alleged violation of this Agreement, they may be presented in writing by either the Company or the Union, to the other, with a written request for a meeting between representatives of the Union and representatives selected by the Company for that purpose.

The decision of the Union or the Company, as the case may be, shall be given within ten (10) working days after the meeting has been held.

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

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

6.08 All times expended by a Steward and/or a Grievance Committee member during working hours, including thirty (30) minutes paid preparation time, in the execution of his duties under the various stages of the Grievance Procedure shall be paid for by the Company at such employee's regular hourly rate of pay, including meetings where the Union has requested the services of a Grievance Mediation Officer. The Company will attempt to schedule all grievance meetings during the grievor's day shift schedule. If a third step meeting is scheduled on a grievor's day off then the Company will pay the grievor at straight-time rate for time attending the meeting, including thirty (30) minutes for preparation.

Grievance hearing shall be held during Monday - Friday from 8am to 4pm.

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

6.10 Any and all time limits fixed by this Article for the taking of action by either party may at any time be extended by agreement in writing signed by a representative of the Company and a representative of the Union.

#### **6.11 Arbitration**

##### **Step 1**

**In** the event Arbitration is to be invoked, the request must be made in writing to the other party within twenty (20) working days or such further period as is mutually agreed upon by the company and the Union. At this time both parties

will attempt to come to agreement on selecting a sole Arbitrator.

### Step 2

In the event the parties are unable to agree on a sole Arbitrator within five (5) working days, the Minister of Labour for Ontario shall be asked to appoint an Arbitrator.

### Step 3

The Arbitrator shall meet as soon as possible with both parties to hear evidence and receive representations.

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

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

6.14 The findings of the Arbitrator as to the facts and as to the interpretations of violation or non-violation of the provisions of this Agreement shall be conclusive and binding upon all parties concerned, but in no case shall the Arbitrator be authorized to alter, modify or amend any part of this Agreement. The decision of the Arbitrator shall be binding **upon** the parties.

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

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

**6.17** Notwithstanding the above provisions of Article 6, it is recognized that either party to this Agreement may request the Minister of Labour for Ontario to refer to a single arbitrator, to be appointed by the Minister, as provided in Section 49 of the Labour Relations Act of Ontario or as amended. In the case of a single arbitrator, the contents of this Article shall read accordingly.

## **ARTICLE 7 - NO CESSATION OF WORK**

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

**7.02** On the other hand and for the same reason the Company agrees that there shall be no lockout during the life of this Agreement.

## **ARTICLE 8 - SUSPENSION, DISCHARGE AND DISCIPLINE CASES**

**8.01** Employees are to be suspended or discharged only for just cause. If a suspended or discharged employee believes that the suspension or discharge is in violation of the provisions of this Agreement, the matter may be presented in writing as a grievance under the Grievance Procedure at Stage Two within five (5) working days after such suspension or discharge and not otherwise. Notwithstanding anything to the contrary herein contained every grievance concerning a suspension or discharge shall be covered by this Article 8.



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

8.03 If, as a result of disciplinary measures other than suspension or discharge, an employee suffers some loss in pay and if the employee believes such discipline was administered in violation of the provisions of this Agreement, the matter may be presented in writing as a grievance under the Grievance Procedure at Stage Two within five (5) working days after such discipline and not otherwise.

8.04 If it be finally decided that such discipline was imposed in violation of the Provisions of this Agreement the disciplinary measure will be revoked and the loss of pay so suffered made good to such employee.

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

## **ARTICLE 9 - SENIORITY**

9.01 "Seniority" where used in this Agreement, shall mean the relative status of persons in the bargaining unit employed by the Company in accordance with the length of continuous (i.e. unbroken) service since the date of last hiring as shown by the Company's records, subject to the correction of errors and omissions; and for the purposes of this Agreement, service shall not be deemed broken off by a

lay-off, sickness or accident, unless and until seniority is lost as hereinafter provided.

9.02 **An** employee shall attain seniority status under this Agreement on completion of forty-five (45) days worked with the Company and shall thereupon have his seniority dated from the beginning of the probationary period. Upon mutual agreement of the union and the company, the probationary period of an employee may be extended by an additional twenty-five (25) days worked. Prior to the expiration of this probationary period, an employee shall be considered probationary. There shall be no responsibility on the part of the Company to re-employ probationary employees who are laid off or discharged. Probationary employees can be discharged for failure to meet acceptable standards **as** determined by the Company.

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

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

- (i) quits; or
- (ii) is discharged and is not reinstated under the terms of this Agreement; or
- (iii) overstays a leave of absence without securing an extension of such leave from the Company;
- (iv) is absent from work for a continuous period of more than twenty (20) months or a period equal to his length of service as established at the time

such absence began, whichever is the lesser, for any reason other than leave of absence granted by the Company in advance, an injury for which he received Workplace Safety and Insurance Board benefits, or absent under the Employment Standards Act of Ontario for pregnancy, parental or adoption leave. **For WSIB only:** 24 months from date of original injury.

- (v) is laid off by the Company for lack of work for a period of more than six (6) months in the case of an employee having less than two (2) years seniority; or for a period of more than twelve (12) months in the case of an employee having two (2) years seniority or more, but less than five (5) years' seniority; or for a period of more than twenty-four (24) months in the case of an employee having five (5) or more years' seniority;
- (vi) is absent from work more than three (3) consecutive working days without furnishing to the Company either by telephone or letter a satisfactory explanation **for** such absence, unless it can be established that he was prevented from notifying the Company for reasons beyond his control.

#### 9 05 **Lay-off and Recalls**

- (a) In the event of lay-off for a period of one (1) week or more, **due** to lack of work, the Company agrees to give seven (7) calendar days notice unless otherwise required by the Employment Standards **Act**. If the Company fails to provide work for any part of the seven (7) days notice referred to above, an employee who is available to work out the notice will receive pay in lieu thereof.

(b) In all cases of lay-off out of the plant and/or recall seniority shall govern. Lay-offs will be according to inverse plant-wide seniority. This includes displacing employees with less seniority in higher paid classifications.

(c) Layoff out of the Plant, Job Elimination/Amalgamation:

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

Job Elimination Example:

Remove junior employee from machine. Junior employee's options are:

(1) Bumps a junior employee who is the junior employee on any machine within his classification on either **SWW** or **MWW** (5 working day orientation) OR

(2) Bumps a junior employee who is the junior employee on any machine outside his classification on either **SWW** or **MWW**. Employee must have previous classification experience and be capable of performing the job within a 5 working day orientation.

OR

(3) Post for any vacancy(s) as per the Collective Agreement. If none of the above options are exercised then the most junior employee in the plant shall be laid off and the affected employee shall be placed in this opening and trained to perform the duties.

Upon receiving written notification from the Company, employees must exercise the first or second options within seven (7) working days.

9.06 No employee possessing seniority shall be laid off until all probationary and temporary employees in the plant have been laid off, provided that the said employee possessing seniority is willing to be transferred under the conditions pertaining to the job and is capable of performing satisfactorily the work being done by the probationary or temporary employee.

9.07 When recalling a laid-off employee who retains his seniority, the Company will notify such laid-off employee by registered mail stating the job available and the time of starting, which shall not be less than seven (7) calendar days from the date of such mailing. The above notice will be sent to the last address of such laid-off employee on record with the Company. Failure to notify the Company in writing within five (5) calendar days following the mailing of such notice by the Company that such laid off employee will report for work at the time specified or having so notified the Company failure to report at the time stated in the notice, shall constitute a break in service and his seniority shall consequently be lost.

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

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

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

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

### **9.11 Promotion, Demotion and Transfer**

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

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

For the positions of Leadhand, skilled trades and/or apprentice the following applies. When, after consideration by the Company factor two (2) is relatively equal, seniority shall govern. Any test procedure shall be provided to the Union prior to posting and included on the posting notice.

For other bargaining unit positions in the case of promotion only, seniority shall be the determining factor provided that the successful applicant is satisfactorily able to perform the duties of the job after a forty-five day (45) day training period.

### 9.12 Transfer

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

### 9.13 Job Posting

- (a) When a job vacancy occurs in or a new job vacancy is created within the bargaining unit, the Company agrees to post such job vacancy detailing the duties and setting forth the primary operation of the job vacancy. Each job vacancy shall be posted on all plant Bulletin Boards for a period of five (5) consecutive working days. Each job posting notice will be numbered and a copy showing the successful applicant sent to the Recording Secretary. The Company agrees at the time of posting a job vacancy not to transfer, move, rotate existing employees in the job classification. The successful applicant will initially be moved to the primary operation listed in the job posting. However, the Union recognizes that it is the exclusive right of the Company to assign employees to any machine(s) within their classification at any time.
  
- (b) When a job becomes available the company will post for the required classification on the assignment originally vacated. For example, if a person working on 2760 were to leave the plant, then the job posting would be for an extrusion operator with a starting assignment of machine 2760.

This is in no way to be interpreted as machine seniority. A worker owns a classification and not the right to work only on a particular machine.

The Union recognizes the management right to transfer and assign people to jobs, etc., as per Article 3.01.

9.14 Only the original job vacancy and any job vacancy created by the filling of the original job vacancy will be posted, however, an additional job posting will be made if the remaining job vacancy is a straight day job as listed in Article 12.03, or if the remaining vacancy is at Pay Group 3 or above. The Company will attempt to move successful applicant as soon as possible.

9.15 Any employee in the bargaining unit, after discussing all operations of the job with the Foreman, may make written application to fill the job vacancy as posted, within the five (5) working day period referred to herein. It is understood that any application filed under section 9.13 of this Article may not be withdrawn.

9.16 The Company will not be required to post job vacancies that employees are laid off from and have recall rights. All other job vacancies including straight day jobs as listed in Article 12.03, to be posted as **per** Article 9.13.

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

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



9.19

- (a) Applications for a job posting which involve a lateral or downward transfer will be accepted only from employees who have a minimum of fifteen (15) months seniority.
- (b) **An** employee shall not be entitled to post for a job vacancy, excluding straight day jobs as listed in Article 12.03, or higher classifications if he has been awarded a previous job within a six (6) month period.

9.20 An employee going on vacation may pre-apply, under the Job Posting provisions, with the Human Resources Department indicating his job preference should a job vacancy become available during his absence.

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

**9.22 Leave of Absence**

The Company will grant leave of absence without pay to an employee for a reasonable time, for good cause, subject to production requirements. The Company will not unreasonably deny leave of absence, however it will require employees to use Floaters and/or Vacation before granting Leave of Absence.

9.23 The Company will grant leave of absence without pay to attend Union conventions to not more than four (4) hourly rated employees at any one (1) time subject to the following conditions:

- (i) that the Union give at least one (1) week's written notice to the Company designating the hourly employees for whom leave is desired;

- (ii) that the total of such leaves granted to such employees will not exceed an accumulated total period of thirty (30) working days during a calendar year;
- (iii) that production requirements will allow such employees to be absent.

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

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

#### 9.26 **Reporting Absence**

An employee who is unable to report for work for any reason will notify the Company, wherever possible, forty (40) minutes before the beginning of his shift.

#### 9.27 **Temporary Hires**

- (a) The Company and Union mutually agree that a Bargaining Unit employee should not be displaced from their job assignments due to long term absence, unless the terms of Article 9.04 are breached.
- (b) **All** cases in which the Company decides that a temporary is appropriate will be discussed and mutually agreed to in advance at a Union-Management meeting. The Company agrees that a maximum of five (5) temporary employees may be in the plant at any one time.

- (c) The Company may hire temporary employees to **replace** workers who will be away from work for an extended period (For example: long term sickness or accident, parental/maternity/adoption leave). The decision will be made if an employee has an indefinite return to work date or if it is known that the employee will be away for more than three (3) months.
- (d) After forty-five (45) days, the temporary employee shall attain seniority status in accordance with Article 9.02. Benefits will commence as per regular employees. The employee will still be considered to be in a temporary assignment.
- (e) When the absent employee returns to work he shall be reinstated to his former job classification, subject to his capabilities and the mutual duty to accommodate. The employee in the temporary assignment may then exercise his seniority rights. If the absent employee does not return to **work**, then the position would be posted as a permanent position in order that any employee could apply.
- (f) Skill and ability attained during this temporary position shall not be considered a factor in awarding jobs under Article 9.11 unless he or she is the only applicant.
- (g) If the employee has posted and awarded a job as per Article 9.19 (b) or after six (6) months, the employee in this position shall be moved to this job vacancy.

## **ARTICLE 10 - SENIORITY LISTS**

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

## **ARTICLE 11 - VACATIONS WITH PAY**

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

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

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

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

11.05 Five (5) weeks after twenty (20) years continuous service completed or to be completed in any calendar year. Senior employees, with five (5) or more weeks of vacation may elect to waive one week of vacation.

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

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

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

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

11.09 For five (5) weeks vacation with pay under 11.05 an employee will receive a Vacation Allowance of ten percent (10%) of the total wages paid him by the Company in the twelve (12) month period ending with the first pay period ending in June of the vacation year. Employees with thirty years service will be entitled to 11% of total wages.

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

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

11.12 An employee who terminates his employment after completing one (1) or more years of continuous service, will be paid vacation pay pro-rata at the appropriate percentage based on his service, of the total wages paid him by the Company from the date his Vacation Allowance was calculated in the previous year until the date of his termination.

An employee discharged for cause will be paid only the vacation pay to which he is entitled under the Ontario Employment Standards Act.

11.13 Vacations will be scheduled to conform to the requirements of the business and shall **be** taken at such time as the Company may determine. However, every effort will be made to schedule vacations at the time requested by employees. For employees on the Monday to Friday schedule, a vacation week consists of five (5) consecutive working days that can begin on any day of the week. If the Company anticipates a two (2) week summer shutdown, the employees will be notified of the Company's intention in writing by February 15 of the calendar year.

11.14 Vacations must be taken during the year in which they are earned.

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

11.16 Employees with vacation entitlement in excess of the planned vacation shutdown period must advise the Company at least seven (7) calendar days in advance, of the date on which they plan to take the additional vacation time. Conflicts with respect to vacation requests submitted during the posting of the vacation schedule, March 1st to April 1st, will be determined on the basis of seniority. Conflicts with respect to vacation requests made after the posting of the vacation schedule, to be confirmed April 15th, will be determined on the basis of first come first served. Modified work

week employees to also provide seven (7) calendar days for scheduling vacation.

11.17 Vacation payment for which the employee is qualified shall be made on the scheduled pay day prior to the commencement of the employee's vacation. The Company shall pay out the employee's full vacation entitlement as of June 30th of the qualifying year if requested by the employee prior to June 1st of the qualifying year. Such requests will be confirmed in writing by the employee one (1) week in advance.

Calculation of Vacation Pay

Example: Employee qualified for 2 weeks entitlement in previous year, qualifies for 3 weeks vacation entitlement starting Jan. 1 of current year:

Vacation entitlement as of June 30 of current year would be calculated as follows:

Previous year: July 1 to Dec. 31 @ 4%

Current year: Jan. 1 to June 30 @ 6%

After June 30th of each year, the Company shall pay the Employees their remaining vacation pay in instalments equal to their vacation entitlement.

11.18 A split week would consist of five (5), eight (8) hour shifts for employees working a standard work week and further a week would consist of four (4) twelve (12) hour shifts for those employees on a (continental) modified work week.

This split week is for those employees with four (4) or more weeks of vacation entitlement. Only one (1) week may be used as a split week. This split week is to be taken in a group of five (5) for standard work week employees and in a group of four (4) for (continental) modified work week employees. For standard work week employees this split

week can be split across any two pay periods according to the examples outlined below. For MWW employees this split week can possibly be split across as many as 4 pay periods according to the examples below.

Example:

Modified Work Week	Standard Work Week
One (1) day now - three (3) days later	One (1) day now - four (4) days later
Two (2) days now - two (2) days later	Two (2) days now - three (3) days later
Three (3) days now - one (1) day later	Three (3) days now - two (2) days later
	Four (4) days now - one (1) day later

11.19 Employees will be allowed to schedule their floating holidays on an individual basis provided they give the Company a minimum of seven (7) calendar days notice. Floating holidays will be distributed according to the requirements of business and on the basis of seniority, according to the following table:

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

MWW employees to provide seven (7) calendar days notice for scheduling floater.

11.20 Employees with five(5) weeks vacation may elect to waive one week of vacation.



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

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

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

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

Day Workers – Hours changed to read as follows:

<u>Shift No.</u>	<u>Hours of Work</u>	<u>Lunch Period</u>
2	8:00 am - 4:00 pm	20 min. paid

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

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

The Company and Union may mutually agree to change the above shift schedule. Approval will not be withheld arbitrarily by either party. Employees who work a Monday to Friday shift are not permitted to work a double shift in any calendar day as defined in Article 12.15 in order to take a day off.

At the ratification date (March 22, 2002), the following jobs are currently scheduled on only one shift. The Company will provide a notice period of twenty (20) working days before moving any of these jobs to a permanent rotating schedule.

Bare Wire Lead-Hand, Packaging Lead-Hand, PVC Lead-Hand, Maintenance Electrical Lead-Hand, Bare Wire Utility, Die Maintenance, Maintenance Stores, 3 Maintenance Millwrights (M-F), 2 Maintenance Millwrights (MWW), 2 Electricians (MWW), 2 Services (M-F).

**12.04** It is understood and agreed that where necessary the Company will stagger the lunch period to permit the uninterrupted operation of production machines. Lunch periods may be staggered to permit **work** to continue without interruption. Lunch periods for SWW to be taken between 3rd & 5th hours; for MWW to be taken between 3rd & 5th hours and between 7th & 9th hours.

**12.05** A shift premium of sixty cents (\$.60) per hour will be paid to employees working on Shift #3 and a shift premium of sixty-five (\$.65) per hour will be paid to employees working on Shift #1.

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

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

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

- (1) Time worked at the Company's request beyond the regular starting and stopping times, as defined under 12.03. Overtime rate will be paid only on time worked in excess of eight (8) consecutive hours.
- (2) Time worked between 12.00 midnight Friday and 12.00 midnight of the immediately following Saturday, unless this is part of a regularly scheduled shift, except as set out in Article **12.07 (4)**.

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

- (1) Time worked in excess of twelve (12) consecutive hours from the starting time of his scheduled shift.
- (2) Time worked on Sunday, unless this is part of a regularly scheduled shift.
- (3) Time worked on any day on which a paid holiday listed in section 12.11 hereof is observed, in addition to his holiday pay.
- (4) Time worked in excess of eight (8) consecutive hours on Saturday.

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

12.09

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

12.10 Voluntary Overtime - **All** overtime in excess of two (2) hours in any one (1) week shall be voluntary.

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

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

at the employee's base rate of pay for regular number of hours such employee would have worked on such day but for it being a holiday, provided that such employee works his or her regular shift on the working day which immediately precedes and the working day which immediately succeeds such day of official observance. However, payment for such holiday will nevertheless be made if the employee was absent from the shift the last scheduled working day before ~~or~~ the first scheduled working day after, but not both days, due to verified illness, death in the immediate family, jury duty, where special permission to be absent (excluding leave of absence) has been granted by the Company or where the employee can verify such absence was caused by circumstances beyond his control.

Employees scheduled to work on a statutory holiday and who do not report to work due to a verified illness, bereavement, jury duty or where special permission has been granted by the Company shall be paid for the statutory holiday. The Company requires medical verification as soon as possible before an employee is paid for absence on a stat in which they were scheduled to work. Medical verification is a Doctor's note or Emergency Room report.

**An** employee who is absent from work for a total of no more than four (4) days which fall wholly within the period extending from two (2) days before to two (2) days after a paid holiday, due solely to personal illness verified to the satisfaction of the Company, shall be paid for that holiday.

12.12 When a paid holiday falls on a Saturday it is to be observed on the Friday preceding; if it falls on a Sunday it is to be observed on the Monday following; unless by mutual agreement the parties agree to observe such holiday on a day other than Friday or Monday. Mid-week holidays will be observed by mutual agreement by the parties.

12.13 During the life of this Agreement employees will be entitled to three (3) floating holidays during each calendar year, subject to the qualifying conditions for payment contained in 12.11 above.

#### 12.14 Definition of Shift

The word "shift" in this Agreement shall mean the regular working hours normally required to be worked by an employee in any one day. For Monday to Friday employees these hours are described in Art. 12.03. For MWW employees these hours are described in Letter of Understanding #2.

#### 12.15 Definition of Working Day

The working day, including paid holidays, shall be the calendar day, i.e. from 12:00 o'clock midnight to the next following 12:00 o'clock midnight. For Monday to Friday employees the working day including paid holidays shall be a calendar day, i.e. from 12 midnight to the next 12 midnight. For MWW employees, the working day is described in Letter of Understanding #2.

#### 12.16 Meal Allowance

An employee who is called for work within two (2) hours before the start of any shift or who works **two** (2) hours or

more beyond his regular quitting time, unless arrangements had been made for him on the previous working day to work such overtime, will be provided with a meal allowance of \$10.00. Meal allowance is not applicable in cases of call in as defined in Article 14.04.

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

## **ARTICLE 13 - SAFETY**

The Company and Union agree that:

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

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

13.03 Safety shoes, safety glasses and other safety equipment as required by the Company must be worn at all times by plant employees when on their job and hearing protection must be worn in designated areas.

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

13.05 Effective March 2, 2002, the Company contribution towards the cost of safety shoes purchased by an employee for his personal use will be \$90.00 per pair, maximum two pairs per contract year. Effective Mar. 1, 2003 - \$95.00 per pair. Effective Mar. 1, 2004 - \$100.00 per pair.

13.06 The Company will provide five (5) pairs of coveralls and cleaning of these coveralls for each millwright, electrician, and machinist.

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

What is covered:

- CSA approved lenses (including bi-focal, tri-focal)
- CSA approved frames

What is not covered:

- Non-prescription lenses and frames
- Non-CSA approved lenses and frames
- Extra cost for invisible bi-focal, tri-focal lenses
- Extra cost for tinting lenses

## **ARTICLE 14 - WAGES**

14.01 The Schedule of Job Classification and Wage Rate Ranges herein referred to as the Wage Schedule and attached hereto as Schedule "A" and forming part of this Agreement shall be in effect from March 2, 2002, throughout the life of this Agreement, subject at all times to additions to classification by the Company from time to time, in order to provide for changes in methods in the Company's operations or for new jobs. Notice of such additional classifications will be discussed in advance with the Union and may be the subject of a grievance.

14.02 Nothing contained herein shall restrict the right of the Company to adjust the wage of any employee from time to time within the range of wage rates set forth in the said Wage Schedule.

14.03 Except when due to circumstances over which the Company has no control and subject to the terms and conditions of this Agreement, an employee upon reporting for work at the regular starting time of his shift when no work is available will be credited four (4) hours pay at his regular rate of pay plus any applicable shift premiums unless he has been notified by the Company not to report for work, it being understood that if such employee's regular work is not available such employee will perform any reasonable alternative work as requested by the Company. Only time actually worked will be considered in calculating overtime premiums under Article 12.

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

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

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

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



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

14.09 Cost of Living Allowance

- (a) The Consumer Price Index for Ontario (1992=100)\* for February 2003 shall be compared to that for February 2002 (which is 118.2)\*. Any percentage increase in excess of 3.5%, should there be one, shall be calculated in the same amount as a percentage of the average of the maximum of the job classifications as established March 1, 2003.

The resulting cents per hour shall not exceed 25¢ per hour and shall be implemented as a Cost of Living Allowance beginning with the earliest practical pay period in March 2003, following the release of the Consumer Price Index for Ontario for February 2003.

- (b) The Consumer Price Index for Ontario (1992=100)\* for February **2004** shall be compared to that for February 2003. Any percentage increase in excess of 3.5%, should there be one, shall be calculated in the same amount as a percentage of the average of the maximum of the job classifications as established March 1, **2004**.

The resulting cents per hour shall not exceed 25¢ per hour and shall be implemented as a Cost of Living Allowance beginning with the earliest practical pay period in March 2004, following the release of the Consumer Price Index for Ontario for February 2004.

- (c) The Consumer Price Index for Ontario (1992=100)\* for February 2005 shall be compared to that for February 2004. Any percentage increase in excess of 3.5%, should there be one, shall be calculated in the same amount as a percentage of the average of the maximum of the job classifications as established March 1, 2005.

The resulting cents per hour shall not exceed 25¢ per hour and shall be implemented as a Cost of Living Allowance beginning with the earliest practical pay period in March 2005, following the release of the Consumer Price Index for Ontario for February 2005.

Such Cost of Living Allowance will be paid only for actual hours worked. It will not be part of the basic hourly rate and will not therefore be included in the calculation of overtime or paid for paid holidays.

\*amended Letter of Agreement June 3, 2002

## **ARTICLE 15 - BULLETIN BOARDS**

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

## ARTICLE 16 - BEREAVEMENT PAY

16.01 In the event of a death in his immediate family an employee shall be allowed, for the purposes of fulfilling bereavement responsibilities, a maximum of three (3) consecutive days off work, with pay, payment to be made on the basis of eight (8) hours per day at his regular hourly rate. In the event of a death of a spouse, common-law spouse/partner an employee shall be allowed, for the purposes of fulfilling bereavement responsibilities, a maximum of five (5) consecutive days off work, with pay, payment to be made on the basis of eight (8) hours per day at his regular hourly rate.

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

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

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

16.05 Should the death of a member of the immediate family occur during an employee's vacation, the vacation period will be extended by five (5) days for spouse, common-law spouse/partner, three (3) days if entitlement applies to Article 16.03, or one (1) day with pay if entitlement applies to Article 16.04.

## **ARTICLE 17 -JURY DUTY**

17.01 An employee who is called for Jury Duty or subpoenaed as a witness will receive for each day of absence from work resulting, the difference between pay lost, computed at eight (8) times the employee's regular hourly rate, and the amount of jury or witness fee received, provided that the employee furnishes the Company with a certificate of service, showing attendance and the amount of jury or witness fee received.

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

18.01 A Union Management Committee consisting of a maximum of four (4) union members and the Union Business Manager or designate, and Company representatives with the responsibility of dealing with matters of labour relations. Regular scheduled meetings of the Union Management Committee will be held monthly, if required, at a time mutually agreeable to Union and Company representatives. An agenda outlining the matters for discussion will be submitted by each party to the other not less than five (5) working days prior to the scheduled meeting. The Company agrees that the Union Management Committee members shall be paid as per Article 5.06 (c) for their attendance, including up to one (1) hour preparation time for each meeting and thirty (30) minutes before the actual meeting.

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

## **ARTICLE 19 –WORKPLACE SAFETY AND INSURANCE BOARD BENEFITS**

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

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

19.03 The Company agrees *to* provide to the Union, copies of the employer's report *of* injury and any other related correspondence filed at that time. Upon receipt of written authorization from the employee, the Company will forward said correspondence.

## **ARTICLE 20 - SEVERANCE**

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

## **ARTICLE 21 -TERMINATION**

21.01 This Agreement shall become effective as of March 2nd, 2002, and shall terminate on March 5th, 2005, provided that either party may, on ten (10) days' clear written notice, require the other party to enter into negotiations for the renewal of the Agreement within not less than thirty (30) calendar days and not more than ninety (90) calendar days prior *to* the expiration date of this Agreement.

IN WITNESS WHEREOF, the above named parties have hereto affixed their signatures this 26th day of March, 2002.

Original Signed By: NEXANS CANADA INC.

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Michael Chapman  
Plant Manager

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Edward Faultless  
Corporate Human Resources

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Cameron Matthew  
Production Manager

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Paul Chaves  
Production Supervisor

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Diane West  
H.R. Co-ordinator

LOCAL UNION 636 of the  
INTERNATIONAL  
BROTHERHOOD OF  
ELECTRICAL WORKERS

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Harold G. Vance  
Business Representative

---

Brian Bruce  
Negotiating Committee

---

Donald Boyd  
Negotiating Committee

---

Terry Halls  
Negotiating Committee

## WAGE SCHEDULE 'A'

### Pay Group 1

Production Towmotor - \$0.25 premium

**Shipper, Receiver**

Coiler

Bare Wire Utility

Salvage/Scrap

Service Towmotor

Router-Material Services-\$0.25 premium

Salvage/Spools & Cartons

Oiler Handyman

45

### Pay Rates

	<b>3/02/02</b>	<b>3/02/03</b>	<b>2/29/04</b>
Start Rate	17.99	18.49	18.99
After Probation	<b>18.38</b>	<b>18.88</b>	<b>19.38</b>
After 90 Days Worked	18.69	19.19	19.69
After 135 Days Worked	19.01	19.51	20.01

## WAGE SCHEDULE 'A'

### Bay Group 2

Cabling

Wire Drawing

Repair/Rewind

Weld Line

Bare Wire Lead Hand - \$0.50 premium

Bunching/Stranding

Die Maintenance

Armouring

Armouring/Utility - \$0.25 premium

Packaging Lead Hand - \$0.50 premium

45

### Pay Rates

	<b>3/02/02</b>	<b>3/02/03</b>	<b>2/29/04</b>
Start Rate	17.99	18.49	18.99
After Probation	18.49	18.99	19.49
After 90 Days Worked	18.90	19.40	19.90
After 135 Days Worked	19.33	19.83	20.33



## WAGE SCHEDULE 'A'

### Pay Group 3

P.V.C. Compounding

Q.A. Inspector/Technician

Rewinder/Tester

Thermo-Set (effective Feb. 29, 2004)

Maintenance Storesman

Extruder Operator

Extrusion Lead Hand - \$0.50 premium

Compounding Lead Hand - \$0.50 premium

### Pay Rates

**3/02/02**

**3/02/03**

**2/29/04**

Start Rate

17.99

18.49

18.99

After Probation

18.88

19.38

19.88

After 90 Days Worked

19.37

19.87

20.37

After 135 Days Worked

19.87

20.37

20.87

50

**WAGE SCHEDULE 'A'**

**Pay Group 4**

Eliminate Pay Group 4 effective February 29, 2004. Thermo-set becomes Extruder Operator (Paygroup 3)

Thermo-set

**Pay Rates**

	<b>3/02/02</b>	<b>3/02/03</b>
Start Rate	17.99	18.49
After Probation	19.43	19.43
After 90 Days Worked	19.92	19.92
After 135 Days Worked	20.42	20.42

## WAGE SCHEDULE 'A'

### Pay Group 5 ( Pay Group 4 - Feb. 29/04)

Machinist  
Millwright  
Electrician

Maintenance Lead Hand - \$0.50 premium  
Electrical Lead Hand - \$0.50 premium

<b>Pay Rates</b>	<b>3/02/02</b>	<b>3/02/03</b>	<b>2/29/04</b>
Start Rate	22.23	22.73	23.23
After Probation	22.86	23.36	23.86

49

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### Pay Group 6 (Pay Group 5 - Feb. 29/04)

Cam Technician

<b>Pay Rates</b>	<b>3/02/02</b>	<b>3/02/03</b>	<b>2/29/04</b>
Start Rate	23.66	24.16	24.66
After Probation	24.34	24.84	25.34

## WAGE SCHEDULE ' A

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

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

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

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

## HEALTH AND WELFARE

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

In the event of the death of an employee his eligible dependants will continue to receive the basic health and hospital care, dental plan and vision care benefits for a period of one year from the date of death.

## GROUP LIFE INSURANCE

The Company sponsors a Group Life Insurance Plan for the benefit and protection of its employees. This Plan features a total disability clause and conversion privileges without medical examination for those who leave the Company's employ. Effective March 2, 2002, Group Life Insurance coverage is \$28,000 and Accidental Death and Dismemberment coverage is \$28,000. Effective March 1, 2003 - \$29,000; effective March 1, 2004 - \$30,000.

## GROUP SICKNESS AND ACCIDENT INSURANCE

An employee totally disabled as a result of sickness or accident of a non-occupational nature and under the care of a licensed physician is eligible for weekly indemnity benefits of seventy percent (70%) of wages.

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

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

## BASIC HEALTH AND HOSPITAL CARE

The Ontario Health Insurance Plan for employees and their eligible dependents provides coverage for basic Surgical-Medical-Diagnostic benefits, basic ward hospital accommodation and is a condition of employment subject to Provincial legislation. Additional semi-private hospital accommodation and major medical benefits are provided as a supplementary benefit. The Company has agreed to implement a \$2.00 deductible per prescription Drug Card to all employees effective September 1, 1996 or earlier if possible. The supplementary benefits become effective on the first day following the completion of one (1) month's service and employees are expected to enrol for this coverage at time of hiring.

## DENTAL PLAN

A basic, preventative Plan was implemented by the Company effective October 1st 1976. This has been further improved, March 2, 2002, to include additional services, and March 1, 2003 and March 1, 2004 to include increased spending limits. Details are set out in the benefits booklet provided to each employee. Employees will contribute at the rate of twenty-five percent (25%) of the premium level. Effective March 2, 2002, the 2001 Ontario Dental Association fee schedule was implemented. Effective March 1, 2003 - 2002 Ontario Dental Association fee schedule, effective March 1, 2004 - 2003 Ontario Dental Association fee schedule and effective March 1, 2005 - 2004 Ontario Dental Association fee schedule will be implemented.

## VISION CARE

Effective March 2, 2002, \$195.00 per employee and eligible dependants over twenty-four (24) month period. Effective March 1, 2003 - \$205.00. Effective March 1, 2004 - \$220.00

## HEALTH AND WELFARE PREMIUMS

The Company will pay the full cost of Health and Insurance coverage for an employee who has attained seniority who is absent in excess of ten (10) consecutive working days on verified Weekly Indemnity claim or Workplace Safety & Insurance benefit, for a period of twenty (20) months or a period equal to his length of service as established at the time such absence began, whichever is the lesser.

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

## PENSION PLAN

The Fergus negotiated Non-contributory Pension Plan effective March 2, 2002 and established by agreement between the Company and the Union will form a supplement to the Collective Agreement.

Effective March 1, 2002 - \$41.00 per month.

Effective January 1, 2003 - \$42.50 per month.

Effective January 1, 2004 - \$44.50 per month.

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

January 1, 2003 - Employee age sixty-five (65) retires with thirty-five (35) years full time, continuous service, and will receive from the company a monthly pension of \$42.50 per month times four hundred and twenty (x 420) (35 years x 12 months) / 12 = \$1,487.50 per month. Note: Old Age Security and Canada Pension Plan are extra.

Continuous service calculation to include maternity, parental, adoption leave, WSIB and WI.

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

## LETTER of UNDERSTANDING # 1

It was agreed by the parties hereto during negotiation of the Collective Agreement between them which became effective March 11, 1996 that the following items should appear in a Letter of Agreement, and further agreed to renew as Letter of Understanding # 1 effective March 2, 2002.

### 1. Special Training

The Union agrees that notwithstanding anything to the contrary contained in the Collective Agreement, the Company shall have the right from time to time to designate in writing to the Union certain persons who are to be given special training or experience in preparing them or trying out their capabilities for other or broader assignments with the Company or for future service other than with the Company not exceeding at any one (1) time three percent (3%) of the employees, and to promote, demote or transfer such persons, engage, retain or dispense with their services, and direct their efforts from time to time free from any limitations provided for in this Agreement.

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

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

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



3. The Company agrees to reimburse applicable maintenance employees, upon submission of a receipt, for replacement tools up to the annual maximums as shown; - March 1, 2001 - \$200.00.
4. The Company will provide instep guards to employees operating in the Drawing Department, at no cost to the employees.
5. The Company will endeavor to award posted jobs within Pay Groups 1 to 6 within five (5) working days after the completion of the posting. Where the Company is unable to do so for any reason the Company will notify the Union as to the reasons.
6. The Company and Union agree to follow the method for distribution of vacation entitlement as outlined by the Vacation Task Force.

## **LETTER of UNDERSTANDING # 2 MODIFIED WORK WEEK**

Whereas the parties to this agreement have agreed to maintain a seven (7) day continuous twelve (12) hour shift arrangement referred to hereafter as a Modified Work Week (MWW) And, whereas the body of the Collective Agreement between the parties does not specifically deal with the working arrangement and conditions pertaining to a MWW shift arrangement:

The parties hereto agree:

- (I) Any vacancy(s) created by implementing the MWW will be posted through the seniority provisions of the current Collective Bargaining Agreement. Employees being removed from the MWW due to lack of work will

be removed under the provisions described in the current CBA. Employees will be given twenty (20) working days notice prior to being scheduled to go on the MWW and ten (10) working days notice prior to being removed from the MWW. Employees affected will be required to exercise their seniority rights within seven (7) working days of written notification.

- (2) When an assignment has gone through the initial implementation, and then removed from the MWW, and then must be scheduled back onto the MWW, then the following applies: Employees on affected assignments being scheduled back on to MWW will be placed on the MWW and the additional vacancy(s) will be posted.
- (3) Provisions of the Collective Agreement regarding probation period, rate retention and progression periods are amended for employees working the MWW on the basis of one twelve (12) hour shift worked will be equivalent to one and one-half eight (8) hour days worked.
- (4) Job transfers from the MWW shall only be made by the Company due to lack of work.
- (5) Lateral transfer from the SWW to the MWW or vice-versa within the same job classification shall not be considered a lateral transfer as per 9.19(a).
- (6) Temporary transfer – When an employee is to be temporarily assigned to a job in another department or to another job in his own department due to lack of work on his own job, wherever possible subject to shift requirements, the most junior employee(s) in the job affected shall be the one (s) subject to such temporary assignment. He shall be advised of the likely period of time such assignment will last and shall continue to be paid at his regular hourly rate of pay during this period.

- (7) That the application of these amendments is limited to those **employees working the MWW. Those employees** not on the MWW will be covered by the terms of the current Collective Agreement.

#### Article 11 - Vacations With Pay

Vacation entitlements as per Collective Agreement except that employees can take blocks of any seven (7) continuous calendar days, i.e., vacation could start on any day of the week.

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

12.01 There shall be a Modified Work Week (MWW) and schedule of hours as set out below.

12.03 The normal hours **of** work shall be twelve (12) hours per day with the week beginning at 8:00 pm on Saturday. For clarification purposes, the pay period for both MWW commences on Saturday at 8:00 pm (for MWW Sunday is defined as 8:00 pm Saturday to 8:00 pm Sunday).

With the approval of the Supervisor, trading of shifts between employees will only be permitted within the same pay period. Approval by the Supervisor will not be arbitrarily withheld.

Example: 7 Day - 12 Hour Shift Schedule

2 - 3 Day On/Off Cycle

Rotate Day/Nights Every Cycle

3 Day Weekend Every Other Weekend

Day Shift - 8:00 a.m. - 8:00 p.m. Night Shift 8:00 p.m. - 8:00 a.m.

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

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

12.05 Shift premium of one dollar (\$1.00) per hour for hours worked Sunday to Friday from 8:00 p.m. to 8:00 a.m. Weekend premium of one and one-half times (1.5x) regular hourly rate for any hours worked between Friday at 8:00 p.m. to Sunday at 8:00 p.m. Above shift and weekend premiums apply only to those employees regularly scheduled to these shifts and not to those on overtime assignment. Such premiums are not to be considered as part of an employee's regular hourly rate.

12.06 An employee will be paid one and one-half times (1.5x) the regular hourly rate for:

- (i) Time worked on a regularly scheduled day off.

12.07 An employee will be paid two times (2x) the regular hourly rate for:

- (i) Time worked in excess of twelve (12) hours in any twenty-four (24) hour period.
- (ii) Time worked on a Sunday unless part of his regular scheduled shift.
- (iii) Time worked on any day on which a paid holiday listed in section 12.11 of the existing collective agreement, in addition to his holiday pay.
- (iv) Employees will not be required to work more than fourteen (14) hours in any twenty-four (24) hour period.

12.08/12.11 Employees working the Modified Work Week will be paid eight (8) hours at their base rate of pay for each statutory holiday provided they meet the qualifying provisions of the existing collective agreement. Statutory holidays will be observed on the day they happen.

12.13 Employees working the MWW will be paid three (3) twelve (12) hour floaters at their base rate of pay provided they meet the qualifying provisions of the collective agreement.

## Article 14 - Wages

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

## Article 16 - Bereavement

16.01 Bereavement pay - An employee working on the Modified Work Week will receive payments for time lost from the employee's regularly scheduled shift up to twelve (12) hours per day exclusive of overtime and premium pay to a maximum of sixty hour (60) hours for spouse, common-law spouse/partner. (16.03 - thirty-six (36) hours, 16.04 - twelve (12) hours).

## Article 17 - Jury Duty

17.01 Notwithstanding Article 17.01, an employee who is called for Jury Duty or subpoenaed as a witness will receive for each day of absence from work resulting, the difference between pay lost for regularly scheduled hours and the amount of jury or witness fee received, provided the employee furnishes the company with a certificate of service, showing attendance and the amount of fee received.

## Weekly Indemnity

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

## **LETTER of UNDERSTANDING # 3**

Any job assignment may be scheduled to the MWW. If an assignment is scheduled on MWW it will remain on the MWW schedule for a minimum of three (3) months. Job

classifications will not be amalgamated to create a MWW position.

Initial Assignment to MWW Shifts:

1. MWW vacancies shall be posted as per the Collective Agreement.
2. If those affected employees do not accept the MWW assignment they may exercise the following seniority rights:
  - Option A. Bumps a junior employee who is the junior employee on any machine within the classification on SWW (5 day orientation). OR
  - Option B: Bumps a junior employee who is the junior employee outside his classification on SWW. Employee must have previous classification experience and be capable of performing the job within a 5 day orientation. OR
  - Option C: Post for any vacancy(s) as per Collective Agreement.
3. Initial assignment to MWW to be done jointly between Company and Union.
4. Upon receiving written notification from the Company, employees must exercise their options within seven (7) working days. (Postings for initial implementation only will stay up for seven (7) days).
5. Any MWW vacancies created as a result of this process shall be posted as per the Collective Agreement.
6. If an employee is unsuccessful in posting for their initial assignment to MWW the employee exercises their rights under Article 9.

## **LETTER of UNDERSTANDING # 4 WEEKEND OVERTIME**

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

- Step 1: Where required, Saturday overtime will be offered to employees within the job classification.
- Step 2: Should openings remain, they will be filled by employees outside the job classification within the job level if possible and then outside the job level.
- Step 3: If Sunday overtime is required, overtime will then be offered to employees within the job classification in the following order:
- 3-1 To employees normally performing the required operation who had not been offered Saturday overtime.
  - 3-2 To employees who are working Saturday overtime.
  - 3-3 To employees who refused Saturday overtime.

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

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

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



## **LETTER of UNDERSTANDING # 5**

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

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

## 2002

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## 2003

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## 2004

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## 2005

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**NOTES**

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**“In the event there is a discrepancy in this booklet and the signed original collective agreement, the signed original collective agreement shall prevail.”**