

# GENERAL AGREEMENT

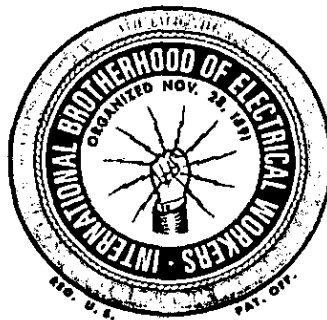
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Oklahoma City Facility

and

Local 2021  
International Brotherhood of Electrical  
Workers,  
A.F.L.-C.I.O.



December 1, 2001 - 11/30/2006

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## **PREAMBLE**

1. **GENERAL AGREEMENT** made this 1st day of December, 2001, by and between Celestica Inc., Oklahoma City facility, hereinafter called the "COMPANY" and Local 2021 INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, A.F.L.-C.I.O., hereinafter called the "UNION"; collectively "PARTIES,"
2. And, **WHEREAS**, the parties have engaged in collective bargaining for the purpose of developing a general agreement on wages, hours of work, and other conditions of employment.
3. **NOW, THEREFORE**, in consideration of the premises and mutual agreements herein contained, the parties hereto agree with each other as follows with respect to the employees of the COMPANY recognized as being represented by the UNION.

## ARTICLE 1 - RECOGNITION (OKLAHOMA CITY)

The COMPANY hereby recognizes the UNION as the exclusive representative of all production and maintenance employees in the manufacturing operations of the COMPANY at the Oklahoma City facilities excluding all office and plant clerical employees, professional employees, watchmen, guards and supervisors as defined in the Act. This recognition is in compliance with the certification of the National Labor Relations Board dated August 13, 1958 in Cases No. 16-RC-2307 and 16-RC-2308.

## ARTICLE 2 – RIGHTS AND OBLIGATIONS

### 1. Management of the Business

The right to manage the business and to direct the working forces and operations of the business, subject to the limitations imposed by this Agreement, is vested in, and retained by, the COMPANY.

### 2. Federal and State Laws

In the event that any provision of this Agreement should be modified or deleted to conform to any federal or state law or regulation, or any order, determination, ruling or regulation of a federal or state executive or administrative agency or court, the COMPANY shall notify the UNION in writing. Negotiations shall then take place if requested by the UNION. In the event of such negotiations, the changes shall not be implemented until (a) agreement is reached or (b) the COMPANY determines that timely action is required by the law, regulation, order, determination or ruling, whichever occurs sooner.

### 3. Nondiscrimination

- (a) There shall be no discrimination on the part of the COMPANY or the UNION, or its officers, members, representatives or agents, against any employee because of membership or non-membership in the UNION.
- (b) No employee shall be subjected to prejudice or discrimination because of action taken by representatives of the UNION in presenting grievances instituted for such employee under the provisions of this Agreement.
- (c) Neither the UNION, nor its officers, members, representatives or agents, will intimidate or coerce employees into joining or continuing their membership in the UNION.
- (d) Neither the COMPANY nor the UNION shall discriminate against any employee because of such employee's race, color, creed, religion, national origin, citizenship, sex, sexual preference or orientation, marital status, age, physical or mental disability or status as a disabled veteran or a veteran of the Vietnam era, or any other characteristic protected by law.

## ARTICLE 3 – UNION REPRESENTATION

### 1. Collective Bargaining Procedure

- (a) Collective Bargaining shall be conducted by authorized bargaining representatives of the COMPANY and of the UNION. The parties shall initially notify each other in writing of the names of their authorized bargaining representatives and thereafter of any changes which may occur. All such written communications from the Union shall be signed by the President of the Union or his or her designated representative.
- (b) Neither the COMPANY nor the UNION shall be represented ordinarily in collective bargaining meetings by more than five (5) persons.
- (c) Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party. The party requesting the meeting shall inform the other reasonably in advance of the subjects to be discussed. Except in urgent cases, such notification shall be in writing.
- (d) The COMPANY's designated Bargaining Agent shall not be required to bargain collectively unless at least two (2) UNION representatives designated for such purposes, are present.

### 2. Authorization Procedures for Bargaining Representatives

- (a) The UNION shall initially advise the COMPANY in writing of the names of its REPRESENTATIVES<sup>1</sup> and AGENTS<sup>2</sup> and their respective authorities (including titles of the UNION OFFICERS). Such notification shall be signed by the President of the UNION. Thereafter the UNION shall notify the COMPANY in writing of any changes to its designated REPRESENTATIVES and/or AGENTS.
- (b) It is agreed that there shall be no more than one (1) UNION REPRESENTATIVE for each 35 employees in the bargaining unit as of the

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<sup>1</sup> REPRESENTATIVE – An employee of the COMPANY in the bargaining unit recognized in accordance with ARTICLE 1, RECOGNITION, who has been so designated by the UNION in accordance with Paragraph 2(a) ARTICLE 3, UNION REPRESENTATION.

<sup>2</sup> AGENT – An individual who is not an employee of the COMPANY in the bargaining unit recognized in accordance with ARTICLE 1, RECOGNITION who has been so designated by the UNION in accordance with Paragraph 2(a) of ARTICLE 3, UNION REPRESENTATION.



close of the previous fiscal month. There shall be a minimum of five (5) UNION REPRESENTATIVES in the bargaining unit.

**3. Excused Absences for UNION Duties**

(a) Upon request, the COMPANY will excuse a REPRESENTATIVE from COMPANY duties to perform UNION duties, provided the work situation permits and provided the REPRESENTATIVE:

- 1) Arranges with his or her supervisor for the period of such time off;
- 2) Obtains certification of the time the REPRESENTATIVE leaves his or her COMPANY duties;
- 3) Makes the necessary arrangements with the supervisor with whom the REPRESENTATIVE wishes to confer or with the supervisor in charge of the area where the observation of a work operation or condition is necessary.
- 4) Notifies his or her supervisor upon return to assigned COMPANY duty and obtains certification of the time of return;
- 5) Complies at all times with the COMPANY'S time recording and pass routines; and,
- 6) Carries out the UNION duties involved in such manner that there is the least interference with COMPANY activities.

(b) A REPRESENTATIVE shall be paid at his or her base rate plus applicable shift differential for time lost from assigned COMPANY duty when conferring with Management during such REPRESENTATIVE'S SCHEDULED DAILY SHIFT; however, the following limitations shall ordinarily apply:

<u>Meetings with</u>	<u>Number of REPRESENTATIVES to be paid</u>
1 <sup>st</sup> Level Managers	1
2 <sup>nd</sup> & 3 <sup>rd</sup> Level Managers	2
COMPANY Bargaining Agent	3

- 1) A REPRESENTATIVE shall not be paid for time spent in collective bargaining meetings.
- 2) A REPRESENTATIVE shall be paid at his or her base rate plus applicable shift differential for time lost from assigned COMPANY duty for such time while attending a meeting between a supervisor and an employee in which discipline is to be announced.
- 3) The COMPANY and the UNION agree that the UNION will have the opportunity to meet with newly hired employees as part of the overall orientation process for the purpose of furnishing them with information about the UNION. The UNION'S segment of this process will be limited to a maximum of sixty (60) minutes. Time spent during the REPRESENTATIVE'S SCHEDULED DAILY SHIFT for such purpose will be paid as time worked.

- 4) In addition, the COMPANY also agrees to introduce employees transferring into a different work group to the local UNION REPRESENTATIVES assigned to that area.

**4. Limitations on Non-Paid Time Off**

(a) A REPRESENTATIVE may be excused from his or her COMPANY duties to perform UNION duties for purposes other than those covered in Paragraphs 3(b), 3(b)(2) and 3(b)(3). Such time off shall not be paid for by the COMPANY. A REPRESENTATIVE shall be limited to a maximum of one thousand (1000) hours of such non-paid excused time off during such REPRESENTATIVE'S SCHEDULED DAILY SHIFT in a calendar year.

1. For a maximum of five (5) such REPRESENTATIVES in the Bargaining Unit, such limitation shall be sixteen hundred (1600) hours each in a calendar year.
2. The above limitations shall be reduced for newly elected or appointed REPRESENTATIVES as follows:

<u>Date Elected or Appointed</u>	<u>Maximum Limitation</u>	
	<u>1000 Hours</u>	<u>1600 Hours</u>
January-March 31	1000 hrs	1600 hrs
April 1-June 30	750 hrs	1200 hrs
July 1-September 30	500 hrs	800 hrs
October 1- December 31	250 hrs	400 hrs

3. Excused time off in excess of the limitations contained in Paragraphs 4(a), 4(a)(1) or 4(a)(2) shall require for a REPRESENTATIVE to take a Leave of Absence for UNION business in accordance with the provisions of Paragraph 5(a).

(b) Upon written request by the Local President and subject to the routines prescribed in Paragraph 3(a), a reasonable number of employees who have been selected by the UNION to perform UNION duties shall be excused from their assigned COMPANY duty for a reasonable length of time (not to exceed one (1) month), without pay. Each absence shall be for a stated period, but can be terminated before the expiration of said period by the return of the employee to assigned COMPANY duty. However, the COMPANY may refuse to excuse an employee at a time when such absence from work will seriously interfere with the operation of the business, and may limit such excused absences for employees other than those designated as REPRESENTATIVES to a cumulative period of one (1) month in a calendar year.

- (1) A REPRESENTATIVE or other employee shall be paid at his or her BASE RATE plus applicable SHIFT DIFFERENTIAL for time lost from assigned COMPANY duties during his or her STANDARD DAILY SHIFT to participate in joint UNION-Management activities.

(2) For certain joint UNION-Management activities, a REPRESENTATIVE may also be treated as follows:

- I. A REPRESENTATIVE shall be paid at his or her BASE RATE plus applicable SHIFT DIFFERENTIAL for reasonable travel time associated with such joint UNION-Management activities.
- II. Such REPRESENTATIVE shall also be reimbursed for reasonable travel and board and lodging expenses which are directly related to participation in such activities.

(c) Where the Union represents employees of Lucent Technologies at the Oklahoma City facility and a designated REPRESENTATIVE of the UNION for purpose of the AGREEMENT is also a designated REPRESENTATIVE of the UNION under the terms of the collective bargaining agreement between Lucent Technologies and the UNION, the following condition shall apply to such REPRESENTATIVE when the REPRESENTATIVE seeks time off to perform UNION duties under the terms and condition set forth in the collective bargaining agreement between the UNION and Lucent Technologies. The REPRESENTATIVE shall comply with the routines set forth in paragraph 3 (a) (1)-(6), except subpart (3) shall mean the supervisor within Lucent Technologies. In such case, the REPRESENTATIVE shall not be paid under the terms of this AGREEMENT.

## 5. Leaves of Absence for UNION Business

(a) Upon request of the Local President, a reasonable number of employees who have been selected by the UNION to perform UNION duties which will take them from their assigned COMPANY duty for a continuous period of more than one (1) month shall be granted Leaves of Absence. However, the COMPANY may refuse to excuse an employee at a time when such absence from assigned COMPANY duty will seriously interfere with the operation of the business.

(1) All absences of more than one (1) month shall be covered by a formal Leave of Absence stating the purpose for which the Leave of Absence shall be granted and the conditions pertaining thereto. TERM OF EMPLOYMENT will be broken and such Leave of Absence will automatically terminate if and when an employee ceases to engage in the activities for which the Leave of Absence was granted.

(2) Such a Leave of Absence shall be granted for a stated period in excess of one (1) month but not in excess of one (1) year, and extensions shall be granted for periods, not in excess of one (1) year each at the sole discretion of the Company.

- (3) Upon the expiration date of such a Leave of Absence, the employee shall either be reinstated in accordance with Paragraph 5(a)(6) or action taken in accordance with Paragraph 5(a)(2):
- (4) Such Leaves of Absence shall be:
  - I. Without pay;
  - II. With credit in TERM OF EMPLOYMENT for previous credited service (upon subsequent reinstatement from the Leave of Absence);
  - III. With credit in TERM OF EMPLOYMENT for the time absent (upon subsequent reinstatement from the Leaves of Absence);
  - IV. With eligibility to continue coverage under the COMPANY'S Benefit Plans and Programs as set forth in Article 16, subject to the level of participation of the individual at the time of said Leave of Absence and the terms of said Benefit Plans and Program.
  - V. Without eligibility to continue coverage under the Long Term Disability Plan.
- (5) An employee's TERM OF EMPLOYMENT will be broken if the employee fails to return to work on or before the day following the expiration date of such a Leave of Absence or when said leave of absence is terminated pursuant to 5(a)(1) except when prior arrangements for extension have been completed.
- (6) Such a Leave of Absence may be terminated prior to the expiration date, if the employee gives the COMPANY'S Bargaining Agent ten (10) days prior written notice of intention to return to work and returns to work on the date specified.
- (7) Upon reinstatement from a Leave of Absence, an employee shall, subject to the provisions of ARTICLE 8, MOVEMENT OF PERSONNEL, be reinstated at work generally similar to that in which last engaged prior to the Leave of Absence and for which the employee is qualified.
- (8) Upon reinstatement, the employee shall be placed on the payroll at the BASE RATE received when such Leave of Absence began, adjusted for any changes in wage level made during the period of absence. Adjustments shall also be made for any changes in Job Classification in accordance with existing practices.

(9) No physical or other examinations shall be required as a requisite of reinstatement except when the COMPANY determines that an obvious physical or mental condition exists which requires medical advice regarding job placement or fitness for work.

(10) Upon reinstatement, the employee shall be placed on the payroll at the STANDARD RATE he or she received when such Leave of Absence began, adjusted for any changes in wage level made during the period of absence. Adjustments shall also be made for any changes in Occupational Job Classification in accordance with existing practices.

(11) No physical or other examinations shall be required as a requisite of reinstatement except when the COMPANY finds that an obvious physical or mental condition exists which requires medical advice regarding job placement or fitness for work.

**6. Agency Shop Provisions (Applicable Where Permitted by Law)**

- (a) Each employee who is a member of the UNION or who is obligated to tender to the UNION amounts equal to periodic dues on the effective date of this Agreement, or who later becomes a member and all employees entering into the bargaining unit on or after the effective date of this Agreement, shall as a condition of employment, pay or tender to the UNION amounts equal to the periodic dues applicable to members, for the period from such effective date or, in the case of employees entering into the bargaining unit after the effective date, on or after the thirtieth (30<sup>th</sup>) day after such entrance, whichever of these dates is later, until the termination of this Agreement.
- (b) Each employee who is a member of the bargaining unit on or before the effective date of this Agreement and who on the effective date of this Agreement was not required as a condition of employment to pay or tender to the UNION amounts equal to the periodic dues applicable to members, shall, as a condition of employment, pay or tender to the UNION amounts equal to the periodic dues applicable to members for the period beginning thirty (30) days after the effective date of this Agreement, until the termination of this Agreement.
- (c) The condition of employment specified above shall not apply during periods of formal separation from the bargaining unit (transfers out of the Bargaining Unit, removal from the payroll of the COMPANY and Leaves of Absence for more than one (1) month duration) by any such employee but shall reapply to such employee on the thirtieth (30<sup>th</sup>) day following his or her return to the bargaining unit.

## ARTICLE 4 – UNION-MANAGEMENT RELATIONS

### 1. Conducting UNION Business on COMPANY Premises

(a) Neither the UNION nor any employee shall solicit UNION membership on COMPANY premises during the assigned working time of the employees involved in the solicitation, nor shall any other UNION business be conducted on COMPANY premises except:

(1) Collective bargaining or conferring with COMPANY representatives, or the observation of a work operation or condition related to a specific grievance when such observation can properly be conducted only during the working time of the employees involved, in which case observation shall be limited to the SCHEDULED WEEKLY SHIFT of the employees involved

(2) The distribution of UNION material such as but not limited to papers, leaflets, handbills or literature may be made by the UNION or an employee, provided such distribution is not made in working areas (as designated by the COMPANY) or during the assigned working time of the employees involved, and provided such distribution does not interfere with work operations or provoke disorder, or result in littering of the premises.

### 2. Access of UNION AGENTS and/or Officials to COMPANY Premises

(a) Designated UNION AGENTS and/or officials not employed by the COMPANY will have reasonable access to COMPANY premises for the purposes of conferring with Management and/or to conduct UNION business, provided:

(1) Application for such access is approved in advance by the COMPANY'S Bargaining Agent or such Bargaining Agent's delegate.

(2) There is compliance with the COMPANY'S pass routines and rules covering access and movement of visitors within COMPANY premise.

### 3. Notices to the UNION

(a) The COMPANY shall notify the UNION REPRESENTATIVE designated by the UNION, in advance when practicable, of the following:

(1) Names of employees hired, rehired, reinstated from Leaves of Absence or transferred into the bargaining unit (written notice).

(2) LAYOFFS – Such notice shall be a minimum of thirty (30) days.

(3) Leaves of Absence, resignations, retirements or transfers out of the bargaining unit (written notice).

(4) Changes of shift assignments of individual employees (written notice).

(5) Changes in the overtime schedule.

- (6) Benefit Denials.
  - (7) Notice of Disciplinary Action.
  - (8) Transfers involving changes in occupational job classifications (written notice).
  - (9) Surplus (written notice)
- (b) When an employee is suspended or DISMISSED, the UNION shall be notified as soon as practicable after the employee is notified. However, when an employee is DISMISSED, such notice to the UNION shall normally precede the effective date of the dismissal except when the COMPANY considers it necessary to remove an employee immediately from COMPANY premises, it may do so without advance notice. In such case, the UNION shall be advised forthwith.
  - (c) In order to afford the UNION an opportunity to arrange for such replacements as may be necessitated by the transfer of UNION REPRESENTATIVES, the COMPANY agrees to notify the UNION in writing of the transfer of any UNION REPRESENTATIVE outside the recognized bargaining unit. Such notice shall be given as far in advance as possible, but not less than one (1) week prior to the effective date of the transfer.

#### **4. Payroll Dues Deduction Procedures**

- (a) Upon receipt of a "Payroll Deduction Authorization" from an employee, in the form attached hereto as "Appendix 4A" the COMPANY will initiate deductions for the amounts equal to UNION dues (and, if authorized, an Initiation Fee) from employee's wages.
- (b) Biweekly deductions of 24 installments shall be made from the employee's paycheck for wages, sickness or disability payments, or other benefit payments or vacation payments.
- (c) Deductions shall begin during the first (1<sup>st</sup>) payroll period in the month following receipt of a newly executed "Payroll Deduction Authorization" by the COMPANY, and provided there is sufficient pay available to cover the amount authorized after the following deductions have been made:
  - (1) Those required by law, and,
  - (2) Those authorized for benefits as set forth in Article 16, Benefit Plans and Programs.
- (d) "Payroll Deduction Authorizations" shall be suspended when an employee:
  - (1) is transferred to a job that is not represented by the International Brotherhood of Electrical Workers.
  - (2) goes on a Leave of Absence of more than one (1) month; or,

- (3) is removed from the payroll of the COMPANY.
- (e) "Payroll Deduction Authorizations" suspended in accordance with Paragraph 4(d) shall be reactivated on the first (1<sup>st</sup>) payroll period following the return of an employee to a job that is represented by the UNION.
  - (f) Except as provided in Paragraph 4(d), "Payroll Deduction Authorizations" shall remain in effect when an individual is employed by the COMPANY unless canceled by such employee. Such cancellation must be individually sent to the COMPANY'S Payroll Office and to the UNION Local by Certified Mail during the fourteen (14) day period prior to the anniversary date or termination date of the current or subsequent collective bargaining agreement.
  - (g) In the event an employee who cancels a "Payroll Deduction Authorization," in accordance with the above paragraph, wishes to resume deductions for amounts equal to UNION Dues, such employee shall be obligated to complete a new "Payroll Deduction Authorization."
  - (h) By written certification, the UNION shall keep the COMPANY currently informed of the amount of regular monthly dues lawfully in effect for each employee in the bargaining unit. Such amount or formula shall be uniform for all employees represented by the Local.
  - (i) Certifications which change the amounts equal to UNION dues will be accepted by the COMPANY no more than three (3) times in any calendar year.
  - (j) Amounts deducted in accordance with the above provisions shall be remitted to the UNION no later than the end of the second (2<sup>nd</sup>) week following the months during which the deductions were made, the COMPANY shall deliver to the Financial Secretary of the UNION a check for the amount due, payable to the UNION, accompanied by a list showing the names of employees from whose pay:
    - (1) Regular deductions have been made.
    - (2) No deduction has been made because of cancellation of authorization.
    - (3) No deduction has been made because of revocation of authorization.
    - (4) No deduction has been made because of insufficient earnings in this pay period.
  - (k) It is recognized that the suspension, reactivation, and cancellation procedures for "Payroll Deduction Authorizations" contained herein shall be observed for all employees in the bargaining unit on the effective date of this collective bargaining agreement.



- (l) It is understood that the COMPANY assumes no responsibility for the consequences of any failure to make such deduction or mistakes in connection therewith and that neither the COMPANY nor any of its officers, agents, or employees shall in any way be held liable or responsible for any loss.

## **5. Bulletin Boards**

- (a) The COMPANY will furnish, install and maintain a reasonable number of bulletin boards in locations satisfactory to both the COMPANY and the UNION.
- (b) The size, general type and construction of the bulletin boards shall be mutually agreeable to the COMPANY and the UNION.
- (c) Bulletin boards shall be the property of the COMPANY.
- (d) Bulletin boards shall be used for the sole purpose of posting UNION notices. However, no notice shall be posted unless advance approval by the COMPANY'S Bargaining Agent or such Bargaining Agent's delegate is first obtained. The COMPANY may give blanket advance approval for the posting of routine notices. Nothing inflammatory, derogatory, controversial or disruptive to good relations shall be contained in material posted on bulletin boards.
- (e) The UNION assumes responsibility for complete compliance with the provisions of Paragraph 5(d) and in the event of violation; the COMPANY may withdraw the privilege as to any or all bulletin boards and may remove the same, at any time on one (1) week's written notice to the UNION.

## **6. Maintenance of Work Operations**

- (a) There shall be no strikes, work stoppages, slowdowns, or other interferences with or interruptions of work operations, including absences from assigned COMPANY duties to attend UNION meetings, at any time during the period of this Agreement. No OFFICER, AGENT or REPRESENTATIVE of the UNION shall authorize, instigate or condone any such activity. No employee shall participate in any such activity. By way of penalty for any violation of the foregoing, the COMPANY shall have the right to take disciplinary action including termination of employment, against any employee participating in such activities. The COMPANY shall not institute a lockout of employees (meaning thereby—to temporarily shut down the operations with an intent unlawfully to affect the rights of employees in respect to UNION representation).

APPENDIX 4-A

PAYROLL DEDUCTION AUTHORIZATION

Employee Number \_\_\_\_\_ Name \_\_\_\_\_  
Last First Initial

I hereby authorize Celestica (the Company) to deduct from my salary or wages, sickness or disability payments, or other benefit payments or vacation payments, an amount equal to regular monthly Union dues.

The amount equal to regular monthly Union dues shall be that which is certified to the Company by the International Brotherhood of Electrical Workers Local 2021 for the bargaining unit and job in which I am employed and shall automatically be adjusted for any bargaining unit and job changes, if applicable.

This authorization shall remain in effect when I am employed by the Company unless canceled by me. Such cancellation must be individually sent to the Company Payroll Office and to the Union Local by Certified Mail during the fourteen (14) day period prior to the anniversary date or termination date of the current or subsequent Collective Bargaining Agreement, and shall be effective on the first payroll period in the following month.

This authorization is voluntarily made in order to pay my fair share of the Union's cost of representing me for purposes of collective bargaining, and this authorization is not conditioned on my present or future membership in the Union.

In addition, I authorize the Company to deduct from my salary, wages or other payment an amount of \$ \_\_\_\_\_ in payment of my initiation fee.

Amounts deducted in accordance with this authorization are not deductible as charitable contributions for federal income tax purposes.

Signature of Employee \_\_\_\_\_

Date \_\_\_\_\_

Employee Work Location \_\_\_\_\_

Union Local \_\_\_\_\_

Celestica  
Organization

( )  
Employee  
Business

Class of IBEW Membership  
A \_\_\_\_\_ BA \_\_\_\_\_

## ARTICLE 5 – GRIEVANCE PROCEDURE

### 1. General

- (a) To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to the interpretation or application of this Agreement or other terms and conditions of employment, the following procedures shall apply.
- (b) Any individual employee or group of employees shall have the right at any time to present matters in their own interest to the COMPANY and to have such matters adjusted, without the intervention of the UNION, as long as the adjustment is not inconsistent with this Agreement and provided the UNION has been given an opportunity to be present at such adjustment.
- (c) When an employee or group of employees wishes to have a grievance presented for settlement by the UNION, such grievance shall, except as otherwise provided in this or any other written agreement between the COMPANY and the UNION, be presented as outlined below and settlement sought at any one of the steps indicated.
- (d) After a REPRESENTATIVE has referred a grievance to the COMPANY for adjustment, the COMPANY will not discuss the matter with the employee involved nor adjust the grievance pending settlement with the UNION.

### 2. Disciplinary Matters

- (a) Any grievance involving the suspension or DISMISSAL of an individual employee shall be submitted in writing to the COMPANY'S Bargaining Agent within fifteen (15) standard working days after the UNION receives notice of the suspension or DISMISSAL. If such grievance is not submitted within the fifteen (15) day period, the matter shall be considered closed.
- (b) The COMPANY shall submit a written answer to the grievance within ten (10) standard working days of the receipt of the grievance. If the grievance is rejected in a timely manner or, if such an answer is not submitted within the ten (10) day period, the grievance shall be considered rejected and the grievance procedure shall be exhausted.
- (c) In the event the COMPANY determines that circumstances warrant, it may issue a "paper suspension" in lieu of an actual suspension. In such case, the COMPANY will specify the amount of time off that would have applied but the employee shall lose no time or pay as the result of such action.
  - (1) The COMPANY and the UNION agree that a "paper suspension" shall carry precisely the same impact as an actual suspension. The parties also agree that the imposition or failure to impose a "paper suspension" in lieu of an actual suspension shall not constitute a precedent with regard to any other case.

- (2) In the event the UNION wishes to challenge the imposition of a paper suspension it may do so by filing a written grievance. The action shall not be subject to arbitration, however, unless and until the employee is later DISMISSED by the COMPANY. Should that occur, and the case is otherwise arbitrable, the UNION, in contesting the DISMISSAL in arbitration, may also contest the "paper suspension" but only on the grounds raised in its written grievance.
- (d) At any meeting between a representative of the COMPANY and an employee in which discipline warnings are to be announced, a REPRESENTATIVE shall be present upon notification by the COMPANY. If the employee requests not to have a REPRESENTATIVE present, the employee shall notify the REPRESENTATIVE.

### **3. Interim Status**

- (a) Any grievance involving the INTERIM STATUS suspension of an individual employee shall be submitted in writing to the COMPANY Local Bargaining Agent within fifteen (15) standard working days after the UNION receives notice of the suspension. If such a grievance is not submitted within the fifteen (15) day period, the matter shall be considered closed.
- (b) The COMPANY shall submit a written answer to the grievance within ten (10) standard working days of the receipt of the grievance. If the grievance is rejected in a timely manner or, if such an answer is not submitted within the ten (10) day period, the grievance shall be considered rejected and the grievance procedure shall be exhausted.

### **4. Contract Interpretation Issues**

- (a) It is the desire of the parties that grievances involving contract interpretation issues be settled promptly between the REPRESENTATIVE and a First Level Supervisor (Step 1) or between not more than two REPRESENTATIVES and a Second Level Supervisor (Step 2). Grievances so presented shall be answered in writing within five (5) standard working days at Step 1-2, following the date of presentation by the UNION.
- (b) If a satisfactory settlement cannot be reached at Steps 1 or 2 and the UNION wishes to process the grievance further, the grievance shall be presented in writing to the designated COMPANY Bargaining Agent (Step 3).
  - (1) No more than three (3) representatives from each side shall participate in the grievance discussion.
  - (2) Grievances processed to the designated COMPANY Bargaining Agent shall be answered in writing by the COMPANY within ten (10) standard working days following the date of presentation by the UNION.

- (c) When the UNION wishes to process a grievance to the next higher step, it shall present the grievance at that step within ten (10) standard working days following receipt of the COMPANY'S answer at the previous step. Otherwise the grievance shall be considered closed. If the answer to the grievance is not given by the COMPANY within the time limits provided herein, the grievance may be presented at the next step (Step 2) or considered as denied (Step 3).

## ARTICLE 6 – ARBITRATION

### 1. General

- (a) Any dispute arising between the UNON and the COMPANY with respect to the interpretation of any provision of this Agreement or the performance of any obligation hereunder may be referred, during the life of this Agreement, to an Arbitrator in accordance with the procedures hereinafter set forth, provided:
- (1) The procedure for the settlement of grievances, ARTICLE 5, GRIEVANCE PROCEDURE, has been exhausted, and
  - (2) Such dispute does not involve a provision of this Agreement which specifies that it is not subject to arbitration and,
  - (3) Such dispute does not involve a case in which the determination of the matter in dispute is within the judgment or discretion of the COMPANY.
- (b) Each referral to arbitration shall embrace but one (1) such matter in dispute unless otherwise stipulated to by agreement between the UNION and the COMPANY. Upon mutual agreement, in disciplinary cases, two (2) similar grievances may be presented, so long as the facts of the grievance are the same, and so long as the grievances are arbitrable and the grievance process has been exhausted as to each grievance to be submitted to arbitration.
- (c) The Arbitrator shall have no authority to:
- (1) Add to, or subtract from, or in any way modify the provisions of this Agreement.
  - (2) Include in the award an obligation for the COMPANY to make any retroactive adjustment in pay, except as provided in ARTICLE 7 – PAY GRADES JOB DESCRIPTIONS, between the parties, for any period beyond six (6) months prior to the date the arbitration proceedings were instituted in accordance with this Article.
- (d) The decision of the Arbitrator made in compliance with this Article shall be final; shall be in writing; and, unless a shorter period is specified herein, shall be rendered within thirty (30) days following the date of the last hearing conducted by the Arbitrator unless an extension to such period is agreed to by the COMPANY and the UNION. The COMPANY and the UNION agree to abide by the Arbitrator's decision.
- (e) Each party shall pay its own expenses incurred in the arbitration, including payment for the time and expenses of their witnesses. All other direct expense, including but not limited to the fees and expenses of the Arbitrator, shall be borne equally by the COMPANY and the UNION.

**2. The Arbitration Procedures Shall Be As Follows:**

**(a) Disciplinary DISMISSAL, Suspension and INTERIM STATUS**

- (1) The parties will select a panel of Arbitrators to hear and decide cases in which the UNION contests the disciplinary DISMISSAL, suspension or INTERIM STATUS of an employee in accordance with the provisions of this Article. If such a case also involves an issue of arbitrability, contract interpretation, strike activity or is the subject of an administrative charge or court action and it is otherwise arbitrable, it shall not be handled under this paragraph but may be processed in accordance with Paragraph 2(b)(1) below.
- (2) Arbitrators may be removed from a panel at the request of either party and replacements shall be selected by mutual agreement. The Arbitrators shall be assigned cases on a rotating basis as agreed to by the parties. If the Arbitrator assigned a case is not available to hear and decide the case within the time limits set forth herein, the case shall be passed to the next available Arbitrator.
- (3) If settlement is not reached in the grievance procedure, the UNION may arbitrate the disciplinary DISMISSAL, suspension or INTERIM STATUS of an employee provided the employee had a TERM OF EMPLOYMENT of more than six (6) months on the date of the disciplinary DISMISSAL, suspension or placement on INTERIM STATUS. The UNION'S demand for Arbitration must be in writing and must be submitted within thirty (30) calendar days after receiving the COMPANY'S reply to the grievance. Otherwise, the matter shall be considered closed.
- (4) Within ten (10) calendar days of the UNION'S arbitration demand, the parties shall notify the Arbitrator. The Arbitrator shall notify the parties of the hearing date, which shall be within twenty (20) calendar days of the notice to the Arbitrator.
- (5) The parties may submit to the Arbitrator, prior to the hearing, a written stipulation of all facts not in dispute.
- (6) The hearing shall be informal without attorneys, without formal rules of evidence, without a transcript and without briefs. The Arbitrator, however, shall satisfy himself/herself that the evidence submitted is of a type on which he/she can rely, that the hearing is in all respects a fair one and that all the facts necessary to a fair settlement and which are reasonably obtainable are brought before the Arbitrator.
- (7) The Arbitrator's authority shall be confined to a determination of whether or not the COMPANY had just cause to DISMISS, suspend or place the grievant on INTERIM STATUS. If the Arbitrator should determine that the COMPANY lacked just cause, the employee shall be reinstated (if not previously reinstated) and shall be entitled to

back pay at the employee's BASE RATE less interim earnings and any unemployment compensation received, and service credit for the period of absence caused by the action of the COMPANY. However, it is understood in calculating interim earnings to be deducted from a back pay award the COMPANY will not include amounts earned by the grievant in other employment to the extent of the average hours per week worked prior to DISMISSAL, suspension or INTERIM STATUS while the grievant was employed by the COMPANY. If there is no balance due the employee, all payments other than wages received from the COMPANY at the time of termination of suspension shall be considered as an advance in pay and shall be repayable through payroll deductions at the rate of ten percent (10%) of the employee's wages.

- (8) The Arbitrator's award shall apply only to the instant grievance, which shall be settled thereby. It shall not constitute a precedent for other cases or grievances and may not be cited or used in any other matters, including but not limited to arbitrations between the parties.
- (9) The Arbitrator's award shall be rendered within seven (7) calendar days after the hearing using the appropriate form attached hereto as Appendix 6-A.

**(b) Contract Interpretation Issues**

- (1) Either party may institute arbitration proceedings not later than sixty (60) days following the date of receipt of the final answer of either party in accordance with Paragraph 1(a)(1) of this Article by written demand on the other party specifying the nature of such dispute and the reasons therefore, including reference to the specific provision or provisions of this Agreement in dispute. If a timely demand for arbitration is not made, the matter will be considered closed.
- (2) Within thirty (30) days following receipt of such written demand, the UNION and the COMPANY endeavor jointly to select an Arbitrator. If, within such period, the parties are unable to select an Arbitrator, the parties instituting the proceedings may request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a list of nine (9) Arbitrators who shall be members of the National Academy of Arbitrators from which the parties may jointly make such selection. If the parties fail to agree on the selection of an Arbitrator from the list, each party shall alternately strike one name from each until but one name remains and the person so named shall be the Arbitrator. If the American Arbitration Association is used, the parties shall follow its rules for arbitration for selection and processing of the case.
- (3) A case involving the disciplinary DISMISSAL, SUSPENSION or INTERIM STATUS of an employee that is submitted under this subparagraph 2(b) shall be subject to the limitations that the employee has more than six (6) months TERM OF EMPLOYMENT at the time of the COMPANY action. In such a case, the authority of the



Arbitrator shall be further limited to a determination of whether or not the COMPANY had just cause for its action. In the event the Arbitrator shall determine that the COMPANY lacked just cause, the employee shall be reinstated (if not previously reinstated) and shall be entitled to back pay at the employee's ADJUSTED RATE, less interim earnings and unemployment compensation paid, and service credit for the period of absence caused by the action of the COMPANY. However, it is understood in calculating interim earnings to be deducted from a back pay award the COMPANY will not include amounts earned by the Grievant in other employment to the extent of the average hours per week worked prior to DISMISSAL, SUSPENSION, or INTERIM STATUS While the Grievant was employed by the COMPANY. If there is no balance due, the employee, all payments other than wages received at the time of the termination shall be considered as an advance in pay and shall be repayable by payroll deduction at the rate of ten percent (10%) of the employee's wages.

**APPENDIX 6-A**

**ARBITRATION SUBMISSION AND SETTLEMENT FORM**

The parties agree to submit the Grievance Number \_\_\_\_\_ to Arbitrator \_\_\_\_\_ under the provisions of Paragraph 2 of Article 6.

**The parties agree that the issue is:**

Did the COMPANY have just cause to \_\_\_\_\_ DISMISS; \_\_\_\_\_ suspend for \_\_\_\_\_ days; \_\_\_\_\_ place on INTERIM STATUS, the Grievant, \_\_\_\_\_ (name) \_\_\_\_\_  
On \_\_\_\_\_ (date) \_\_\_\_\_ ?

\_\_\_\_\_  
Dated

\_\_\_\_\_  
For the Company

\_\_\_\_\_  
Dated

\_\_\_\_\_  
For the Union

**ARBITRATOR'S AWARD**

I am satisfied that the evidence submitted in this case was reliable, that the hearing was in all respects fair and that all the facts necessary to a fair settlement and which were reasonably attainable were brought before me. Thus, I find:

[ ] The COMPANY had just cause.

[ ] The COMPANY did not have just cause.

Comments: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Arbitrator

## ARTICLE 7 – PAY GRADES JOB DESCRIPTIONS

### 1. General

(1) The work performed by employees in the bargaining unit shall be classified by pay grades in accordance with those set forth in Appendix 7-A to this Article. An employee shall be classified in the pay grade<sup>3</sup> which covers the major portion of his or her regular work assignment.

(a) The COMPANY and the UNION agree that the pay grades listed in Appendix 7-A in effect on the date of this Agreement, have been properly identified and described in the applicable production operations job descriptions included in Appendix 7-B to this Article.

### 2. Pay Grade

The COMPANY may, in accordance with its judgment amend Appendices 7-A and 7-B to add, modify or delete existing job descriptions when it determines such action to be appropriate.

(a) When new jobs are introduced or major changes occur in existing job descriptions, such new or changed jobs will be assigned to the appropriate pay grade.

(1) The COMPANY shall notify the UNION in writing of its intent to amend Appendices 7-A and 7-B at least fourteen (14) days prior to the effective date of any such amendment.

(2) The UNION shall be furnished, at the time of the COMPANY'S written notice under Paragraph 2(a)1, two (2) copies of any new or changed operations job descriptions.

### 3. Pay Treatment

In the event that the pay grade designated for a job assignment is revised upward or downward for any reason, each employee working in such job assignment as of the effective date of the revision (or date of settlement in case of a grievance) shall receive pay treatment as follows:

(1) When the revision is downward, the employee shall be treated in accordance with one of the following:

I. May be retained on the job assignment because of the needs of the business at no reduction in rate of pay; or

---

<sup>3</sup> A pay grade is a range of compensation for designated functions set forth in a job description.

II. May be transferred based on the needs of the business to another job assignment for which the employee is qualified which is at the employee's present pay grade.

a. If an employee refuses to accept such transfer, then the employee will be considered surplus and treated in accordance with ARTICLE 8, MOVEMENT OF PERSONNEL.

III. If no opportunity exists for transferring the employee to another job assignment which is at the employee's present pay grade or if other job assignments, at the employee's present pay grade are available but an employee desires to remain on such job assignment at the lower pay grade, wage treatment as provided in ARTICLE 9, (3) (g), WAGES for "Demotions" will be made.

IV. Employees involuntarily demoted to lower pay grades will have their base rates protected for fifty-two (52) weeks. After those fifty-two (52) weeks their BASE RATES will be adjusted to the maximum of the new pay grade.

(2) When the revision is upward, the provisions of Paragraph 5, "Promotions" of ARTICLE 9, WAGES shall apply.

I. Retroactive adjustments shall be granted to employees on the COMPANY roll for the period they were on such job assignment for the period during which it was incorrectly assigned, whichever is less, who:

1. Were on the job assignment as of the effective date of the revision (or date of settlement in case of a grievance), or

2. Were transferred from the job assignment during the thirty (30) days prior to the effective date of the revision (or date of settlement in case of a grievance.)

(3) In no event shall any retroactive adjustment be granted for any period beyond the fifty-two (52) weeks immediately preceding the date of revision (or date of settlement in case of a grievance.)

#### **4. Grievances Involving Article 7**

A grievance arising under or related to the provisions of this Article shall be subject to the grievance procedure prescribed in ARTICLE 5, GRIEVANCE PROCEDURE. However, except as specifically provided below, neither such grievance nor the provisions of this Article shall be subject to arbitration under the provisions of ARTICLE 6, ARBITRATION.

(1) A grievance involving:

The question of whether a new or modified existing job description has been assigned to the appropriate pay grade may be processed by the UNION in accordance with the provisions of ARTICLE 5, GRIEVANCE PROCEDURE, provided that such grievance was initiated within the twelve (12) month period immediately following the date such job description was made effective. Each such grievance shall be presented in writing to the Bargaining Agent as provided in ARTICLE 5, GRIEVANCE PROCEDURE.

- I. Such grievance may be processed by the UNION in accordance with ARTICLE 6, ARBITRATION. However, in such case the authority of the Arbitrator shall be limited to a determination as to whether or not the job description in question was properly assigned to the appropriate pay grade.

**APPENDIX 7-A**

**JOB CLASSIFICATIONS—GRADE PLAN CLASSIFICATION**

<b>Grades</b>	<b>Title</b>	<b>Job Code</b>
1	Entry/Production Operator One	190101
2	Production Operator Two	190102
3	Production Operator Three	190103
4	Sr. Production Operator Four	190104
4	Technician Manufacturing Process One	190201
4	Technician Failure Analysis One	190203
4	Technician Equipment One	190205
5	Technician Manufacturing Process Two	190202
5	Technician Failure Analysis Two	190204
5	Technician Equipment Two	190206

## Job Description

## APPENDIX 7B

## Production Operator 1

Job Code 190101 Grade 1

**Position Summary:** Performs basic tasks relating to the assembly, repair, modification or construction of circuit boards, subassemblies or other related company products or performs basic material handling processes to support production.

### Essential Functions:

	% of Time
<ul style="list-style-type: none"><li>Performs basic tasks such as, but not limited to, the following operations: Hand assembling circuit packs, units, sub-assemblies, cabinets and systems. Operating insertion, surface mount, sequencing, mass soldering and similar machines. Hand wiring and soldering. Using handling and assembly fixtures, hoists, and a variety of hand and pneumatic tools. Testing, visual and tactual inspecting, repairing, modifying and updating circuit packs and equipment.</li></ul>	80
<ul style="list-style-type: none"><li>Performing various distribution functions including acquiring, kitting, transporting, storing, receiving, unpacking, sorting, packing, inventorying, classifying, checking, expediting, and selecting. Operating reel counters, weigh scales, pallet jacks, and other material handling equipment.</li><li>Communicates with coworkers and supervisors regarding assembly processes, changes and problems. Communicates with coworkers regarding supplies of component parts and orders materials as needed. Communicates and participates with coworkers in quality and process improvement exercises.</li></ul>	15
<b>Other Functions</b> <ul style="list-style-type: none"><li>Actively contributes to the skill and knowledge development of colleagues. Assigns work, instructs, directs and coordinates the efforts of others. Involves demonstrating methods of performing work; checking work in process and completed; and informing team of operator-caused defects found and means of overcoming difficulties.</li></ul>	5
<b>Total</b>	<b>100%</b>

### (A) Critical Knowledge, Skills and Abilities

- Completion of special training and certifications associated with the functions in this corridor.
- Ability to learn and follow detailed assembly instructions.
- Ability to set up, operate, calibrate and maintain assembly and hand soldering equipment and tools.
- Ability to recognize problems in the assembly process or with assembly components and to report those problems to a supervisor.
- Ability to learn established quality and quantity requirements. Ability to manually assemble components and produce high quality products in limited time periods.
- Utilizes various tools, systems, equipment, computers, charts, reports, and other devices.

### Physical Demands

- Duties of this position are performed in a manufacturing environment with occasional exposure to elements such as noise, dust, chemicals, operating machinery, temperature extremes, etc.
- Duties of the position require periodic light physical effort and exertion including prolonged repetitive motions requiring manual dexterity and precise hand/eye coordination, sitting in confined workspaces, using tools and equipment, and moving and handling materials. Duties may require periodic heavy manual effort including lifting objects over 20 pounds.
- Duties require extended periods of sustained visual concentration on detailed documentation and product assemblies.

- Experience Required:** No previous experience required.

**Education:** High School diploma or an equivalent combination of education and experience.

This job description is not intended to be an exhaustive list of all duties and responsibilities of the position. Employees are held accountable for all duties of the job. Job duties and the % of time identified for any function are subject to change at any time. The Company retains the right to modify this job description upon review of the job. In such case this job description as modified, will not affect the level of these employees who accept employment with Celestica.

## Job Description

## APPENDIX 7B

## Production Operator 2 Job Code 190102 Grade 2

**Position Summary:** Performs more complex tasks relating to the assembly, repair, modification or construction of circuit boards, subassemblies or other related company products or performs various material handling processes to support production.

Essential Functions:	% of Time
<ul style="list-style-type: none"><li>Performs more complex tasks such as, but not limited to, the following operations: Hand assembling circuit packs, units, sub-assemblies, cabinets and systems. Operating insertion, surface mount, sequencing, mass soldering and similar machines. Hand wiring and soldering. Using handling and assembly fixtures, hoists, and a variety of hand and pneumatic tools. Testing, visual and tactual inspecting, repairing, modifying and updating circuit packs and equipment.</li></ul>	80
<ul style="list-style-type: none"><li>Performing various distribution functions including acquiring, kitting, transporting, storing, receiving, unpacking, sorting, packing/shipping, inventorying, classifying, checking, expediting, and selecting. Operating "Rider-type" industrial trucks, trailer tractors, and high-lift equipment, reel counters, weigh scales, pallet jacks, and other material handling equipment.</li></ul>	
<ul style="list-style-type: none"><li>Communicates with coworkers and supervisors regarding assembly processes, changes and problems. Communicates with coworkers regarding supplies of component parts and orders materials as needed. Communicates and participates with coworkers in quality and process improvement exercises.</li></ul>	15
<b>Other Functions</b>	
<ul style="list-style-type: none"><li>Provides leadership and direction of Production Operator 1 employees. Assigning, reassigning and maintaining the flow of work for Production Operator 1 employees. Involves demonstrating methods of performing work; checking work in process and completed; and informing team of operator-caused defects found and means of overcoming difficulties.</li></ul>	5
<b>Total</b>	100%

### (B) Critical Knowledge, Skills and Abilities

- Completion of special training and certifications associated with the functions in production operations. Fork truck operator's license and/or specific certifications as required.
- In-depth knowledge of product quality and soldering specifications.
- Ability to set up, operate, calibrate and maintain and service a variety of machines and equipment.
- Ability to recognize problems in the assembly process or with assembly components and to report those problems to a supervisor.
- Ability to learn established quality and quantity requirements. Ability to manually assemble components and produce high quality products in limited time periods.
- Utilizes various tools, systems, equipment, computers, charts, reports, and other devices.

### Physical Demands

- Duties of this position are performed in a manufacturing environment with occasional exposure to elements such as noise, dust, chemicals, operating machinery, temperature extremes, etc.
- Duties of the position require periodic light physical effort and exertion including prolonged repetitive motions requiring manual dexterity and precise hand/eye coordination, sitting in confined workspaces, using tools and equipment, and moving and handling materials. Duties may require periodic heavy manual effort including lifting objects over 20 pounds.
- Duties require extended periods of sustained visual concentration on detailed documentation and product assemblies.

**Experience Required:** Up to one year's relevant experience.

**Education:** High School diploma or consideration of an equivalent combination of education and experience.

This job description is not intended to be an exhaustive list of all duties and responsibilities of the position. Employees are held accountable for all duties of the job. Job duties and the % of time identified for any function are subject to change at any time. The Company retains the right to modify this job description upon review of the job. In such case this job description as modified, will not affect the level of these employees who accept employment with Celestica.



## Job Description

## APPENDIX 7B

## Production Operator 3

Job Code 190103 Grade 3

**Position Summary:** Performs varied and complex tasks relating to the assembly, repair, modification or construction of circuit boards, subassemblies or other related company products or performs material handling processes to support production.

Essential Functions:	% of Time
<ul style="list-style-type: none"><li>Performs varied and complex tasks such as, but not limited to, the following operations: Hand assembling circuit packs, units, sub-assemblies, cabinets and systems. Operating insertion, surface mount, sequencing, mass soldering and similar machines. Hand wiring and soldering. Using handling and assembly fixtures, hoists, and a variety of hand and pneumatic tools. Testing, visual and tactual inspecting, repairing, modifying and updating circuit packs and equipment.</li></ul>	80
<ul style="list-style-type: none"><li>Performing various distribution functions including acquiring, kitting, transporting, storing, receiving, unpacking, sorting, packing/shipping, inventorying, classifying, checking, expediting, and selecting. Operating "Rider-type" industrial trucks, trailer tractors, and high-lift equipment, reel counters, weigh scales, pallet jacks, and other material handling equipment. May change forklift batteries.</li></ul>	
<ul style="list-style-type: none"><li>Communicates with coworkers and supervisors regarding assembly processes, changes and problems. Communicates with coworkers regarding supplies of component parts and orders materials as needed. Communicates and participates with coworkers in quality and process improvement exercises.</li></ul>	15
<b>Other Functions</b>	
<ul style="list-style-type: none"><li>Provides leadership and direction Production Operator 1 &amp; 2 employees. Assigning, reassigning and maintaining the flow of work for Production Operator 1 &amp; 2 employees. Involves demonstrating methods of performing work; checking work in process and completed; and informing team of operator-caused defects found and means of overcoming difficulties.</li></ul>	5
<b>Total</b>	100%

### (C) Critical Knowledge, Skills and Abilities

- Completion of special training and certifications associated with the functions in this corridor. Fork truck operator's license and/or specific certifications as required.
- In-depth knowledge of product quality and soldering specifications.
- Ability to set up, operate, calibrate and maintain and service a variety of machines and equipment.
- Ability to recognize problems in the assembly process or with assembly components and to report those problems to a supervisor.
- Ability to learn established quality and quantity requirements. Ability to manually assemble components and produce high quality products in limited time periods.
- Utilizes various tools, systems, equipment, computers, charts, reports, and other devices.

### Physical Demands

- Duties of this position are performed in a manufacturing environment with occasional exposure to elements such as noise, dust, chemicals, operating machinery, temperature extremes, etc.
- Duties of the position require periodic light physical effort and exertion including prolonged repetitive motions requiring manual dexterity and precise hand/eye coordination, sitting in confined workspaces, using tools and equipment, and moving and handling materials. Duties may require periodic heavy manual effort including lifting objects over 20 pounds.
- Duties require extended periods of sustained visual concentration on detailed documentation and product assemblies.

**Experience Required:** One to three year's relevant experience.

**Education:** High School diploma or consideration of an equivalent combination of education and experience.

This job description is not intended to be an exhaustive list of all duties and responsibilities of the position. Employees are held accountable for all duties of the job. Job duties and the % of time identified for any function are subject to change at any time. The Company retains the right to modify this job description upon review of the job. In such case this job description as modified, will not affect the level of these employees who accept employment with Celestica.

## Job Description

APPENDIX 7B

## Sr. Production Operator 4

Job Code 190104

Grade 4

**Position Summary:** Provides task leadership and technical expertise to a production or materials handling process team responsible for assembling printed circuit boards.

Essential Functions:	% of Time
<ul style="list-style-type: none"><li>Provides task leadership and technical expertise to a process team. Tasks include manual assembly, operation of automated assembly equipment, hand soldering, operation of automated test equipment, and inspection and repair of printed boards. Lead quantity and quality output and leads production or prototype team to meet group goals.</li></ul>	55
<ul style="list-style-type: none"><li>Responsible for leading a work team in investigation and resolving discrepancies associated with material handling and control in support of manufacturing. These tasks include cycle counting, investigating transaction errors, and providing feedback to operators on transaction accuracy. May also be required to perform various distribution functions including acquiring, transporting, storing, receiving, unpacking, sorting, packing/shipping, inventorying, classifying, checking, expediting, and selecting. Operating "Rider-type" industrial trucks, trailer tractors, and high-lift equipment.</li></ul>	30
<b>Other Functions</b> <ul style="list-style-type: none"><li>Trains and mentors team members and new employees. Identifies and tracks training needs and works continuously to improve team members' skill levels. Ensures compliance with documented procedures.</li><li>Performs troubleshooting and minor emergency maintenance on production or proto lab equipment.</li></ul>	10 5
<b>Total</b>	<b>100%</b>

### (D) Critical Knowledge, Skills and Abilities

- Specific certifications as defined by site operations. Fork Truck operator's license and/or specific certifications as required.
- In-depth knowledge and understanding of board assembly process and product process flow.
- In-depth knowledge of product quality, soldering specifications and SMT processing systems.
- Basic math skills including the calculation of decimals, fractions, and percentages.
- Utilizes various tools, systems, equipment, computers, charts, reports, and other devices.
- Ability to set up, operate, calibrate and maintain assembly and hand soldering equipment and tools.
- Ability to recognize problems in the assembly process or with assembly components and to address those problems.
- Ability to communicate effectively with a wide variety of internal and external customers.
- Ability to work effectively with team members and lead the team to high quality production within tight deadlines.

### Physical Demands

- Duties of this position are performed in a manufacturing environment with occasional exposure to elements such as noise, dust, chemicals, operating machinery, temperature extremes, etc.
- Duties of the position require periodic light physical effort and exertion including prolonged repetitive motions requiring manual dexterity and precise hand/eye coordination, sitting in confined workspaces, using tools and equipment, and moving and handling materials. Duties may require periodic heavy manual effort including lifting objects over 20 pounds.
- Duties require extended periods of sustained visual concentration on detailed documentation and product assemblies.

**Experience Required:** One to three years' relevant experience.

**Education:** High School diploma or consideration of an equivalent combination of education and experience.

This job description is not intended to be an exhaustive list of all duties and responsibilities of the position. Employees are held accountable for all duties of the job. Job duties and the % of time identified for any function are subject to change at any time. The Company retains the right to modify this job description upon review of the job. In such case this job description as modified, will not affect the level of these employees who accept employment with Celestica.

## Job Description

## APPENDIX 7B

## Technician Manufacturing Process 1

Job Code 190201

Grade 4

**Position Summary:** Partners with engineer or team of engineers to execute engineering plans. Day-to-day support of manufacturing engineering initiatives including process, industrial, and quality engineering efforts. Application of problem solving and troubleshooting techniques to process problems and process improvements.

Essential Functions:	% of Time
• Works from engineering instructions to support and implement process modifications, experiments, and tooling replication.	50
• Using the tools of computer-aided design, creates drawings from conceptual ideas and sketches developed by an engineer. Responsible for securing tooling either by machining it themselves or by procuring it through outside suppliers.	30
• Day-to-day problem solving assists technicians with down equipment, answers training questions; repairs worn out or damaged fixtures, and general continuous process improvement.	10
• Assists with the installation and turn on of new equipment or moved equipment for production.	10
<b>Other Functions</b>	
•	100%
<b>Total</b>	

### (E) Critical Knowledge, Skills and Abilities

- In-depth knowledge of CAD, electrical, electromechanical and pneumatic systems and principals of operation.
- In-depth knowledge of manufacturing processes.
- Ability to analyze a wide a variety of equipment and systems, troubleshoot problems and make appropriate repairs.
- Ability to effectively communicate with a variety of internal customers and external suppliers.

### Physical Demands

- Duties of this position are performed in generally good working conditions with occasional exposure to elements such as noise, dust, chemicals, operating machinery, temperature extremes, hazardous substances, etc.
- Duties of the position require periodic light physical effort and exertion including prolonged repetitive motions, sitting in confined workspaces, using tools and equipment, and moving and handling materials. Duties may require periodic heavy manual effort including lifting objects over 20 pounds.

### Experience Required

- One to three years' experience in a relevant position.

### Education

- Two to three year community college diploma in related field, or consideration of an equivalent combination of education and experience.

This job description is not intended to be an exhaustive list of all duties and responsibilities of the position. Employees are held accountable for all duties of the job. Job duties and the % of time identified for any function are subject to change at any time. The Company retains the right to modify this job description upon review of the job. In such case this job description as modified, will not affect the level of these employees who accept employment with Celestica.

# Job Description

## APPENDIX 7B

Technician Failure Analysis1  
Job Code 190203 Grade 4

**Position Summary:** Reads and analyzes schematic diagrams, circuit descriptions and similar technical information. Troubleshoots and repairs printed circuit assemblies that fail a functional test.

Essential Functions:	% of Time
<ul style="list-style-type: none"><li>Reads and analyzes schematic diagrams, circuit descriptions and similar technical information. Troubleshoots and repairs failed printed circuit assemblies. Inspects for physical and visual quality requirements. Isolates and replaces faulty components. Sets up, operates and adjusts test sets and auxiliary equipment. Proves tests and test sets.</li></ul>	65
<ul style="list-style-type: none"><li>Works with functional test operators to evaluate test failures and determine if failures are board related or test equipment related. Trouble shoots test equipment problems. Pursues proper course of corrective action. Trains functional test operators to recognize false failures. Trains test operators to use the simple fix capabilities of the boards and test software.</li></ul>	30
<b>Other Functions</b>	
<ul style="list-style-type: none"><li>Maintains known good boards.</li></ul>	5
<b>Total</b>	<b>100%</b>

### (F) Critical Knowledge, Skills and Abilities

- Knowledge of digital electronics and repair methodologies.
- Knowledge of personal computers and Windows applications; digital electronics.
- Knowledge of quality standards.
- Good problem solving, troubleshooting and repair skills.
- Ability to effectively communicate with a variety of internal customers.

### Physical Demands

- Duties of this position are performed in generally good working conditions with occasional exposure to elements such as noise, dust, chemicals, operating machinery, temperature extremes, hazardous substances, etc.
- Duties require extended periods of sustained visual concentration on detailed documentation and product assemblies.

### Experience Required

- One to three years' experience in a relevant position.

### Education

- Two to three year community college diploma in related field, or consideration of an equivalent combination of education and experience.

This job description is not intended to be an exhaustive list of all duties and responsibilities of the position. Employees are held accountable for all duties of the job. Job duties and the % of time identified for any function are subject to change at any time. The Company retains the right to modify this job description upon review of the job. In such case this job description as modified, will not affect the level of these employees who accept employment with Celestica.

## Job D scription

## APPENDIX 7B

Technician Equipment 1  
Job Code 190205 Grade 4

**Position Summary: Performs basic preventative and reactive maintenance for surface mount assembly and production equipment.**

<b>Essential Functions:</b>	<b>% of Time</b>
<ul style="list-style-type: none"><li>Performs reactive maintenance on electromechanical surface mount assembly equipment using standard test and troubleshooting practices. Schedules and performs preventative maintenance minimizing impact to production machine availability. Maintains records for equipment availability, failure analysis and maintenance.</li></ul>	55
<ul style="list-style-type: none"><li>Enters data to track availability of equipment, track maintenance and equipment history.</li></ul>	35
<b>Other Functions</b>	
<ul style="list-style-type: none"><li>Helps move, install, set up and refurbish equipment</li></ul>	5
<ul style="list-style-type: none"><li>Trains and supports operators in daily preventative maintenance on equipment.</li></ul>	5
<b>Total</b>	<b>100%</b>

### (G) Critical Knowledge, Skills and Abilities

- Knowledge of electrical, electromechanical and pneumatic systems and principals of operation.
- Knowledge of production operations and operator responsibilities.
- Ability to analyze equipment and systems, troubleshoot problems and make appropriate repairs.
- Ability to effectively communicate with a variety of internal customers.

### Physical Demands

- Duties of the position are performed in a manufacturing environment with frequent exposure to noise, dust, chemicals, operating machinery, temperature extremes, hazardous substances, etc.
- Duties of the position require periodic light physical effort and exertion including prolonged repetitive motions, sitting in confined workspaces, using tools and equipment, and moving and handling materials. Duties may require periodic heavy manual effort including lifting objects over 20 pounds.

### Experience Required

- One to three years' experience in a relevant position.

### Education

- Two to three year community college diploma in related field, or consideration of an equivalent combination of education and experience.

This job description is not intended to be an exhaustive list of all duties and responsibilities of the position. Employees are held accountable for all duties of the job. Job duties and the % of time identified for any function are subject to change at any time. The Company retains the right to modify this job description upon review of the job. In such case this job description as modified, will not affect the level of these employees who accept employment with Celestica.

**Position Summary:** Implements the requirements of the Process Engineering Staff. This includes product, industrial, process and facilities services on an as required basis. Documents and resolves all assignments issued by Process Engineering. Supports all processes and systems required to promote a successful manufacturing environment. Performs these tasks independently with minimum supervision..

<b>Essential Functions:</b>	<b>% of Time</b>
• Sets up new product lines. Implements the physical floor plan and prescribes tooling application and support requirements. Supports the maintenance of lines from implementation to end of life.	25
• Documents and maintains all records associated with capital equipment for production of printed circuit assemblies and related products.	20
• Provides direct support for product assembling including repairs made due to improper materials or processes; reworks or models design ideas; modifies or repairs material handling or packaging equipment.	20
• Designs, performs and analyzes results of chemical, electronic, and mechanical experiments. Assists engineering to ensure new product design compatibility with the process including the design/fabrication of special tooling, fixtures and product prototypes.	15
• Independently monitors and adjusts process parameters to meet continuous improvement and customer goals. Sets up, calibrates and maintains all related product/process equipment. Maintains scheduled preventative maintenance documentation and procedures. Assists in the development, construction, test procedures and testing of electronic tools.	15
<b>Other Functions</b>	
• Provides technical training and documentation support.	5
<b>Total</b>	<b>100%</b>

**(H) Critical Knowledge, Skills and Abilities**

- In-depth knowledge of CAD, electrical, electromechanical and pneumatic systems and principals of operation.
- In-depth knowledge of manufacturing processes.
- Ability to analyze a wide variety of equipment and systems, troubleshoot problems and make appropriate repairs.
- Ability to effectively communicate with a variety of internal customers and external suppliers.

**Physical Demands**

- Duties of this position are performed in generally good working conditions with occasional exposure to elements such as noise, dust, chemicals, operating machinery, temperature extremes, hazardous substances, etc.
- Duties of the position require periodic light physical effort and exertion including prolonged repetitive motions, sitting in confined workspaces, using tools and equipment, and moving and handling materials. Duties may require periodic heavy manual effort including lifting objects over 20 pounds.

**Experience Required**

- Three to five years' experience in a relevant position.

**Education**

- Two to three year community college diploma in related field, or consideration of an equivalent combination of education and experience.

This job description is not intended to be an exhaustive list of all duties and responsibilities of the position. Employees are held accountable for all duties of the job. Job duties and the % of time identified for any function are subject to change at any time. The Company retains the right to modify this job description upon review of the job. In such case this job description as modified, will not affect the level of these employees who accept employment with Celestica.

**Position Summary:** Reads and analyzes schematic diagrams, circuit descriptions and similar technical information. Troubleshoots and repairs printed circuit assemblies that fail a functional test.

Essential Functions:	% of Time
<ul style="list-style-type: none"> <li>• Reads and analyzes schematic diagrams, circuit descriptions and similar technical information. Troubleshoots and repairs failed printed circuit assemblies. Inspects for physical and visual quality requirements. Isolates and replaces faulty components. Sets up, operates and adjusts test sets and auxiliary equipment. Proves tests and test sets.</li> </ul>	30
<ul style="list-style-type: none"> <li>• Performs first article and periodic inspections during the production process to ensure conformance to quality standards.</li> </ul>	30
<ul style="list-style-type: none"> <li>• Trains lower level FA Technicians to troubleshoot at a higher level of proficiency.</li> </ul>	15
<ul style="list-style-type: none"> <li>• Works with functional test operators and functional test support techs to evaluate test failures and determine if failures are board related or test equipment related. Pursues proper course of corrective action. Trains functional test operators to recognize false failures. Trains test operators to use the simple fix capabilities of the boards and test software.</li> </ul>	10
<ul style="list-style-type: none"> <li>• Interfaces with engineering to resolve quality and process issues.</li> </ul>	10
<b>Other Functions:</b> <ul style="list-style-type: none"> <li>• Works with other operators to diagnose and repair difficult boards.</li> </ul>	5
<b>Total</b>	<b>100%</b>

**(I) Critical Knowledge, Skills and Abilities**

- In-depth knowledge of digital electronics and repair methodologies.
- In-depth knowledge of personal computers and Windows applications.
- Excellent knowledge of quality standards.
- Excellent problem solving, troubleshooting and repair skills.
- Ability to effectively communicate with a variety of internal customers.

**Physical Demands**

- Duties of this position are performed in generally good working conditions with occasional exposure to elements such as noise, dust, chemicals, operating machinery, temperature extremes, hazardous substances, etc.
- Duties require extended periods of sustained visual concentration on detailed documentation and product assemblies.

**Experience Required**

- Three to five years' experience in a relevant position.

**Education**

- Two to three year community college diploma in related field, or consideration of an equivalent combination of education and experience.

This job description is not intended to be an exhaustive list of all duties and responsibilities of the position. Employees are held accountable for all duties of the job. Job duties and the % of time identified for any function are subject to change at any time. The Company retains the right to modify this job description upon review of the job. In such case this job description as modified, will not affect the level of these employees who accept employment with Celestica.

**Position Summary: Performs advanced preventative maintenance and operational procedure documentation, process improvement and verification of surface mount assembly production equipment..**

<b>Essential Functions:</b>	<b>% of Time</b>
• Schedules and implements preventative maintenance on electromechanical surface mount assembly equipment using standard test and troubleshooting practices. Provides reactive maintenance minimizing impact to production machine availability. Interacts with engineering, purchasing, production, facilities and other departments to coordinate equipment repairs and improvements.	45
• Maintains records of equipment availability, maintenance and failure analysis. Analyzes data to identify trends and recommend improvements to enhance production performance and machine availability.	20
• Provides direct support to process engineer on equipment set. Provides support and assistance to equipment techs on daily equipment issues.	20
• Generates documentation and trains operators and other equipment technicians on machine operation, maintenance and repair.	10
<b>Other Functions</b>	
• Participates in machinery reviews and reviews of equipment proposed for purchase.	5
<b>Total</b>	<b>100%</b>

**(J) Critical Knowledge, Skills and Abilities**

- In-depth knowledge of electrical, electromechanical and pneumatic systems and principals of operation.
- Ability to analyze a wide variety of equipment and systems, troubleshoot problems and make appropriate repairs.
- Ability to effectively communicate with a variety of internal customers.

**Physical Demands**

- Duties of the position are performed in a manufacturing environment with frequent exposure to noise, dust, chemicals, operating machinery, temperature extremes, hazardous substances, etc.
- Duties of the position require periodic light physical effort and exertion including prolonged repetitive motions, sitting in confined workspaces, using tools and equipment, and moving and handling materials. Duties may require periodic heavy manual effort including lifting objects over 20 pounds.

**Experience Required**

- Two to five years' experience in a relevant position.

**Education**

- Two to three year community college diploma in related field, or consideration of an equivalent combination of education and experience.

This job description is not intended to be an exhaustive list of all duties and responsibilities of the position. Employees are held accountable for all duties of the job. Job duties and the % of time identified for any function are subject to change at any time. The Company retains the right to modify this job description upon review of the job. In such case this job description as modified, will not affect the level of these employees who accept employment with Celestica.



## **ARTICLE 8 – MOVEMENT OF PERSONNEL**

### **1. General**

- (a) All adjustments to the workforce in accordance with the provisions of this Article shall be initiated and made by the COMPANY.
- (b) TERM OF EMPLOYMENT with the COMPANY shall be given most weight in the selection of an employee to fill a job vacancy in pay grades two through six when two (2) or more employees under consideration possess the necessary qualifications needed for such vacancy.
- (c) Qualifications shall be determined by the COMPANY based on the employee's experience, education, training, demonstrated productive efficiency, skill or ability and conduct.
- (d) If the UNION objects to any move made in accordance with the provisions of this Article, the matter may, if presented with ten (10) working days after the effective date of such move, be processed in accordance with ARTICLE 5 – GRIEVANCE PROCEDURE, and ARTICLE 6 – ARBITRATION, provided that in any such case the authority of the Arbitrator shall be limited to a determination as to whether the COMPANY'S judgment has been unreasonably exercised.

### **2. Filling Job Vacancies**

- (a) When a vacancy occurs in pay grades two through six, employees of the COMPANY who have qualifications for the job that is vacant will be considered in the following order until the vacancy is filled:

#### **(1) Vacancies in PAY GRADE**

- A. Qualified employees returning from Leaves of Absence requiring mandatory reinstatement.
- B. If the vacancy is not filled through 1(a) above, then employees in the same or lower pay grades will be considered for the job through the job posting.
- C. Job vacancies in pay grades 2 through 6 will be filled by using the job application form attached hereto as Appendix 8A.

### **3. Job Posting**

- (a) All posted vacancies shall be filled in accordance with the terms and conditions set forth in Paragraph 1(a) and (b) and pursuant to the following procedure:

- I. The vacant job shall be posted for five (5) working days and the job posting shall contain description of the job functions and the necessary qualifications.
  - II. An employee seeking to bid on a vacant job shall, within five (5) working days, submit an employee internal job application form as set forth in Appendix 8A.
- (b) If none of the employees considered possess the qualifications needed to fill a permanent job vacancy, hiring may be utilized, however, qualified former employees who have been laid off within the preceding 24 months shall be given first consideration in order of previous term of employment

#### 4. Effect of Lack of Work

##### (a) Surplus

1. When lack of work requires a reduction in staffing levels, temporary workers in pay grade 1 through 3 will be removed from performing bargaining unit work before any represented employee is declared surplus and/or laid off.
2. When lack of work necessitates decreasing the work force, employees shall be selected as surplus in pay grade 2 and 3 in inverse order of TERM OF EMPLOYMENT.
3. When lack of work necessitates decreasing the work force employees shall be selected as surplus in pay grade 4 through 6 in inverse order of TERM OF EMPLOYMENT by pay grade and job description. Such surplus employees may be placed into vacancies at lower pay grades provided such employees have the qualifications and TERM OF EMPLOYMENT.
4. The COMPANY may; however, exempt from such selection as surplus or layoff as otherwise provided herein, certain employees whose skills, training or experience are necessary for the efficient operation of the business. Employees will be exempted from surplus or layoff for no more than 90 days, with advance notification provided to the UNION including reason or exemption.
5. A surplus employee who cannot be placed in accordance with Paragraphs 2 and 3, shall be LAID OFF.

**Appendix 8-A**  
**CELESTICA EMPLOYEE INTERNAL JOB APPLICATION**

**To Be Completed by Employee**

\_\_\_\_\_  
**Last Name                      First Name                      M.I.                      Employee Number**

\_\_\_\_\_  
**Current Job Level and Job Title                      Employee Extension**

\_\_\_\_\_  
**Current Manager/Supervisor                      Length of Time in Position**

**Position Information**

\_\_\_\_\_  
**Position Applying For**

\_\_\_\_\_  
**Hiring Manager                      Requisition Number**

**Application Process**

- Complete the information listed above (Employee Information and Position Information).
- Employees bidding into lateral positions will be required to perform in that job for a minimum of six (6) months.
- Send completed Internal Job Application and attachments to Human Resources.
- Only apply for openings where you meet the prerequisites and essential functions.
- Employees with Performance Improvement Plans in place are ineligible to bid for posted functions.
- Notify your current manager/supervisor at the time you are selected to interview for a position. (This step is not intended to be an approval stage in the process but rather simple notification of the fact the employee is applying for a new position.)
- Release dates will be determined by the current and the hiring managers, and are normally two weeks following selection.

\_\_\_\_\_  
**Employee Signature**

\_\_\_\_\_  
**Date**

## ARTICLE 9 – WAGES

### 1. Wage Schedules

- (a) Wage Schedules for pay grades covered by this Agreement are contained in the Wage Schedules found in Appendix 9A of this Article. Such Wage Schedules are exclusive of all differentials.
- (b) The General Wage Increases (GWIs) contained in the Wage Schedules, Appendix 9A, are computed on an exponential basis and shall be rounded to the nearest penny.
- (c) **Wage Increase for 2002:** Effective the first day of the last pay period of May 2002, Wage Schedules shall be increased by 3.25% on the maximum rates.
- (d) **Wage Increase for 2003:** Effective the first day of the last pay period of May 2003, Wage Schedules shall be increased by 3.30% on the maximum rates.
- (e) **Wage Increase for 2004:** Effective the first day of the last pay period of May 2004, Wage Schedules shall be increased by 3.30% on the maximum rates.
- (f) **Wage Increase for 2005:** Effective the first day of the last pay period of May 2005, Wage Schedules shall be increased by 3.30% of the maximum rate.
- (g) **Wage Increase for 2006:** Effective the first day of the last pay period of May 2006, Wage Schedules shall be increased by 3.30% on the maximum rates.

**NOTE:** Start rates for Grades 1 and 2 will not be increased with General Wage Increases (GWIs) for the remainder of this Agreement.

### 2. Wage Progression

- (a) The wage rate of each employee whose wage rate is below the Maximum Rate of his or her Wage Schedule shall be increased during the term of this Agreement, provided that each employee has sixty (60) days TERM OF EMPLOYMENT on the effective date of the scheduled increase.
- (b) Progression increases shall be on a semi-annual basis and shall be effective at the beginning of the first day of the last pay period of September and March.
- (c) An employee who has qualified to receive a scheduled increase under Paragraphs 2(a) but who does not receive such increase because he or she is on Leave of Absence on the effective date of the increase, shall receive the increase effective on the date of reinstatement from such Leave of Absence provided reinstatement occurs before the next succeeding scheduled increase date.

- (d) If, in the judgment of the COMPANY, an employee is not entitled to an increase under the provisions of Paragraph 3(a) due to the employee's performance on the job or conduct, including excessive unexcused absenteeism or tardiness, the COMPANY may withhold such increase provided it has notified the UNION in writing at least ten (10) days in advance of the date the increase was to have become effective. The UNION will notify the COMPANY in writing within ten (10) days following receipt of the COMPANY'S notice, if it questions such withholding.

**3. Lateral Reclassifications, Promotions, and Demotions**

- (a) When an employee is assigned to another job description which is at the same pay grade it shall be considered a "lateral reclassification."
- (b) When an employee is reclassified from a job description at a lower pay grade to a job description at a higher pay grade, it shall be considered a "promotion."
- (c) When an employee is permanently reclassified from a job description at a higher pay grade to a job description at a lower pay grade, it shall be considered a "demotion."
- (d) Lateral Reclassifications: The employee shall be moved to the nearest Progression Step on the Wage Schedule of the job to which reclassified which does not result in a reduction in BASE RATE.
- (e) Promotions: Except as provided in Paragraphs 3(f)(1), the employee shall be moved to a whole Progression Step above the nearest Progression Step on the Wage Schedule of the job to which promoted.
  - (1) In no case, however, shall an employee's BASE RATE be increased to an amount which exceeds the MAXIMUM RATE of the job to which promoted.
- (f) Demotions due to lack of work: The employee shall be moved to the nearest Progression Step on the wage Schedule of the job to which demoted which is immediately below the employee's BASE RATE prior to demotion.
  - (1) Employees demoted to lower pay grades will have their BASE RATE protected for fifty-two (52) weeks. After those fifty-two (52) weeks their BASE RATE will be adjusted to the maximum of the new pay grade.
- (g) Other Demotions:
  - (1) When an employee is demoted from a higher wage level to a lower wage level:
    - I. because of incompetency; or
    - II. at the employee's request;

The employee shall be moved to the nearest Progression Step on the Wage Schedule of the job to which demoted which is immediately below the employee's BASE RATE prior to demotion.

- (2) When an employee is demoted due to infraction of COMPANY rules or improper conduct, the employee's BASE RATE shall be determined by the COMPANY. In the event the employee previously worked in the same wage level to which demoted, the employee shall be moved to a Progression Step which is not less than the BASE RATE last received in that former assignment. However, in no case shall such employee's BASE RATE exceed the MAXIMUM RATE of the wage level to which demoted.

#### 4. General

- (a) When an employee's BASE RATE<sup>1</sup> is subject to two (2) or more changes effective on the same date, the changes shall be made in the following order:
  - (1) Progression increase in accordance with Paragraph 2.
  - (2) Promotion increase in accordance with Paragraph 3(f).
  - (3) General increase in accordance with Paragraph 1 (c-g).
  - (4) Demotion adjustment.
- (b) An employee on a Leave of Absence preceding the effective date of any increase provided for in this Article shall not receive the increase (to which otherwise eligible) until he or she returns to work.
- (c) An employee reinstated from a Leave of Absence shall be assigned a BASE RATE which is equitable in comparison with the BASE RATES of other employees of comparable TERM OF EMPLOYMENT, experience, and ability in the same production operations job and level. However, if reinstated in the same wage level, the employee shall be assigned a BASE RATE not less than that received at the time such Leave of Absence began, but which may be adjusted for wage increases granted during the period of the Leave of Absence.
- (d) Notwithstanding the other provisions of this Article, the COMPANY may, at its initiative and in accordance with its judgment, start an employee above the MINIMUM RATE and pay an employee above the MAXIMUM RATE (and may increase employee's BASE RATE above the MAXIMUM RATE) specified for the employee's pay grade. However, the provisions of this Paragraph shall not be used for the purpose of granting a general merit rate review. In such case the COMPANY will provide written notice to the UNION.
- (e) If an employee is recalled from LAYOFF, the employee shall be assigned a BASE RATE in accordance with the following:

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<sup>1</sup> Base Rate is a rate of pay assigned to an employee based on the employee's pay grade.

- (1) If an employee is recalled within twelve (12) months from the date of LAYOFF to a pay grade rate he or she held at time of layoff, the employee shall be assigned a BASE RATE no less than that received at the time such employee was LAID OFF from that pay grade, but which will be adjusted for wage increases granted during the period such employee was on LAYOFF status.
- (2) If the employee is recalled more than twelve (12) months from the date of LAYOFF, the RATE established above shall be further adjusted in accordance with the following, but in no event shall the new BASE RATE be less than the MINIMUM RATE of the applicable wage level.

<b>Number of Months LAID OFF</b>	<b>Employee Will be Assigned a BASE RATE Which is</b>
12 through 18	One (1) Progression Step less than Employee held at the time of LAYOFF
19 through 24	Two (2) Progression Steps less than Employee held at the time of LAYOFF

## APPENDIX 9A – WAGE TABLES

### Grade 2:

	2001	2002	2003	2004	2005	2006
Step:	Current	3.25%	3.30%	3.30%	3.30%	3.30%
1	\$8.79	\$8.79	\$8.79	\$8.79	\$8.79	\$8.79
2	\$9.44	\$9.74	\$10.06	\$10.40	\$10.74	\$11.09
3	\$10.13	\$10.46	\$10.80	\$11.16	\$11.53	\$11.91
4	\$10.88	\$11.23	\$11.60	\$11.99	\$12.38	\$12.78
5	\$11.68	\$12.05	\$12.45	\$12.87	\$13.29	\$13.72
6	\$12.54	\$12.94	\$13.37	\$13.81	\$14.27	\$14.73
7	\$13.46	\$13.89	\$14.35	\$14.83	\$15.31	\$15.82
8	\$14.45	\$14.91	\$15.41	\$15.92	\$16.44	\$16.98
9	\$15.51	\$16.01	\$16.54	\$17.09	\$17.65	\$18.23

### Grade 3:

	2001	2002	2003	2004	2005	2006
Step:	Current	3.25%	3.30%	3.30%	3.30%	3.30%
1	\$12.02	\$12.02	\$12.02	\$12.02	\$12.02	\$12.02
2	\$12.63	\$13.04	\$13.47	\$13.92	\$14.37	\$14.85
3	\$13.27	\$13.70	\$14.15	\$14.62	\$15.10	\$15.60
4	\$13.94	\$14.39	\$14.87	\$15.36	\$15.86	\$16.39
5	\$14.64	\$15.12	\$15.62	\$16.14	\$16.66	\$17.22
6	\$15.38	\$15.89	\$16.41	\$16.96	\$17.51	\$18.09
7	\$16.16	\$16.69	\$17.24	\$17.81	\$18.39	\$19.00
8	\$16.98	\$17.53	\$18.11	\$18.71	\$19.32	\$19.96
9	\$17.84	\$18.42	\$19.03	\$19.66	\$20.30	\$20.97

### Grade 4:

	2001	2002	2003	2004	2005	2006
Step:	Current	3.25%	3.30%	3.30%	3.30%	3.30%
1	\$13.60	\$14.04	\$14.50	\$14.98	\$15.48	\$15.99
2	\$14.25	\$14.72	\$15.20	\$15.70	\$16.23	\$16.76
3	\$14.94	\$15.42	\$15.93	\$16.46	\$17.01	\$17.57
4	\$15.66	\$16.17	\$16.70	\$17.25	\$17.83	\$18.41
5	\$16.41	\$16.94	\$17.50	\$18.08	\$18.68	\$19.30
6	\$17.20	\$17.76	\$18.35	\$18.96	\$19.58	\$20.23
7	\$18.03	\$18.61	\$19.23	\$19.87	\$20.53	\$21.20
8	\$18.90	\$19.51	\$20.16	\$20.83	\$21.51	\$22.22
9	\$19.81	\$20.45	\$21.13	\$21.83	\$22.55	\$23.29



**Grade 5:**

	2001	2002	2003	2004	2005	2006
Step:	Current	3.25%	3.30%	3.30%	3.30%	3.30%
1	\$20.02	\$20.67	\$21.35	\$22.05	\$22.78	\$23.54
2	\$21.11	\$21.80	\$22.51	\$23.25	\$24.02	\$24.82
3	\$22.26	\$22.98	\$23.74	\$24.52	\$25.33	\$26.18
4	\$23.48	\$24.24	\$25.04	\$25.86	\$26.72	\$27.60
5	\$24.76	\$25.56	\$26.40	\$27.27	\$28.17	\$29.11
6	\$26.11	\$26.95	\$27.84	\$28.76	\$29.71	\$30.70
7	\$27.53	\$28.42	\$29.36	\$30.33	\$31.33	\$32.37

## ARTICLE 10 – HOURS OF WORK

### 1. Work Schedule

- (a) The UNION and the COMPANY recognize the necessity for work schedules involving multiple shift operations where the nature of the work or the needs of the business require them.
- (b) The COMPANY shall have the right to introduce new work schedules, to make changes in the starting and stopping times of scheduled shifts, including the starting and stopping time and length of lunch periods, and to vary from the scheduled shifts.
- (c) The COMPANY shall notify the UNION of new work schedules, or any change or variation in existing work schedules, at least one (1) month in advance of the effective date, except where emergency situations make it impractical to do so. Negotiations thereon shall take place when requested by the UNION; however, in the event of such negotiations, the new schedule, change of variation proposed by the COMPANY may be placed in effect pending negotiations.

### 2. Rest Periods

- (a) The COMPANY will provide one (1) rest period of ten (10) minutes during each four (4) hour work period for all employees in the bargaining unit except for:
  - (1) Employees who receive regular relief periods because of the nature of their work assignment.
  - (2) Employees on jobs involving continuous or machine operations where it is not practicable to interrupt such processes at regular intervals in which case such rest periods will be arranged at intervals other than the regular rest periods.
  - (3) Employees who are scheduled to work at least two (2) consecutive hours overtime at the beginning or end of their scheduled shift shall be granted one (1) additional ten (10) minute rest period.
- (b) The COMPANY will ordinarily schedule rest periods approximately in the middle of working periods but they may be staggered to permit maximum use of facilities. During the scheduled rest periods, employees will be permitted to leave their usual work places and utilize in the time provided such facilities as the COMPANY designates.
- (c) Rest period time shall be treated as time worked.

**3. Minimum Pay Allowance**

(a) An employee who is not notified in advance that their scheduled shift has been canceled, due to unforeseen reason(s) and in fact reports to work will receive a minimum of two (2) hours pay or the actual hours worked, whichever is greater.

(1) The minimum payment provisions of Paragraph 3(a) shall not apply in cases where the COMPANY'S inability to provide work is due to conditions beyond the control of the COMPANY or where the employee is sent home for disciplinary reasons.

**4. Portal to Portal**

(a) Time spent by employees in walking, riding or traveling, or in preparatory or closing activities, on the COMPANY'S premises or otherwise, except to the specifically limited extent provided in this Agreement, shall not be compensable and shall not be considered as time worked under the Fair Labor Standards Act or for any other purposes.

(1) No claim involving payment for such activities shall be processed under ARTICLE 5, GRIEVANCE PROCEDURE, or ARTICLE 6, ARBITRATION, herein and the UNION will neither make any claim nor aid or support any existing or future claims or actions against the COMPANY respecting compensation for such activities.

**5. Meal Periods**

(a) Meal periods will not be paid.

**6. Wash-Up or Clothes-Changing Time**

(a) When wash-up or clothes-changing time is authorized on certain operations by the COMPANY as a safeguard to employees' health or for protection of product quality, such time will be paid for and considered as time worked.

## ARTICLE 11 - PREMIUM PAYMENTS

### 1. General

- (a) It is recognized by both parties that the needs of the business may require overtime work (i.e., work outside the employee's scheduled shift and that the jobs involved must be staffed by qualified employees working on an overtime basis). The amount of overtime and the schedule for working such overtime will be established by the COMPANY. An employee scheduled for overtime shall work unless he or she has adequate reason for not doing so, in which event the employee may be excused provided other qualified employees normally engaged on the work involved are available.
- (b) Nothing in this Article shall require or permit the payment of overtime on overtime.

### 2. Overtime Treatment

- (a) Pay at TIME AND ONE-HALF shall apply to hours in excess of forty (40) hours actually worked during the pay week, except that hours paid for COMPANY designated holidays shall count as actual hours worked for purposes of determining the overtime threshold. To the extent that state or federal law would otherwise dictate, overtime shall be paid in accordance with such state or federal law.

### 3. Shift Differential

- (a) An employee who is regularly assigned to work a shift other than day shift, shall be paid a 10% shift differential for all time worked on such shift.
- (b) An employee who temporarily transfers to a shift with no shift differential will continue to receive the shift differential currently paid for their regular shift for a period of four (4) weeks. Employees temporarily transferring to a shift that pays shift differential will be eligible for that shift differential on the date of transfer. The shift differential will be reflected in the first full pay period following the transfer.

### 4. Show-Up Pay

- (a) When an employee is called to report to work outside of the employee's scheduled shift they shall be eligible to receive show-up pay. In such case they will be paid for actual hours worked with a minimum of four (4) hours pay. The four (4) hours is measured beginning with the time the employee reaches the work position. This time will count towards the applicable overtime threshold.

- (1) For subsequent show-ups, if the employee is again asked to return to work, the employee will receive the greater of a minimum of two (2) hours pay or actual hours worked for each incident, not to exceed 24 hours of pay within a 24-hour period (to include all hours actually worked and any minimum hours payable). This time will count towards the applicable overtime threshold.

## 5. On-Call Pay

- (a) When an employee is "on-call" they will be expected to respond to an urgent business need. While "on-call" their freedom is not restricted and the employee is not compensated for that time. However, when an employee is "on-call" and responds to a call by telephone, time spent responding to calls will be paid in the following manner:

- (1) For the first call, the employee will be paid for actual time worked with a half (1/2) hour minimum. This time will be counted towards the weekly overtime threshold.
- (2) For subsequent calls, the employee will be paid for the actual time worked, not to exceed 24 hours of pay within a 24-hour period (when combined to include all hours actually worked and any minimum hours payable).
- (3) If the employee is required to report to the workplace, they shall be compensated in accordance with Paragraph 4, "Show-Up Pay."

## 6. Stand-By Pay

- (a) An employee on Stand-By status must "Stand-By" the telephone and be ready to respond immediately. Stand-By is used only to cover a non-regularly scheduled shift within a 24-hour period. Stand-By status restricts the freedom of the employee and is directed by his/her supervisor or manager. They are required to respond to a call and/or report to the job site within a pre-determined period of time if called. Their telephone number needs to be revealed to those who need to know or they are required to carry a pager so that they may be immediately available to respond to a call. In addition, Stand-By status limits the employees' personal choices, which may affect their ability to work such as family or personal activities and alcohol consumption.
- (b) Stand-By pay applies only to non-regularly scheduled hours outside of the normal shift, which occur within any 24-hour period. Stand-by pay is measured in 24-hour increments, starting with the end of the employee's last shift. Employees placed on Stand-By will be eligible to receive a minimum of two (2) hours of Stand-By pay, not to exceed 24 hours of pay within a 24-hour period (when combined to include all hours actually worked and any minimum hours payable.)
- (c) When an employee on Stand-By is contacted to resolve a problem over the phone, they will be compensated as follows:

- (1) For the first call, the employee will be paid for actual time worked, with a minimum of one-half hour pay. This time will count towards the weekly overtime threshold.
- (2) For subsequent calls, the employee will be paid for the actual time worked up to a maximum of 24 hours per day, including the first minimum ½ hour of on-call pay.
- (3) If the employee is required to report to the workplace, they shall be compensated in accordance with Paragraph 4, "Show-Up Pay."

## ARTICLE 12 – PAID TIME OFF

### 1. General

- (a) Employees are provided a bank of paid time off (PTO) subject to the conditions set forth below, that replaces traditional time off the job, such as vacation, personal business, personal illness, and miscellaneous time away from work. It is the employee's responsibility to manage his/her PTO hours, subject to the needs of the business.
- (b) Eligibility – Employees are eligible to earn paid time off in accordance with these guidelines.
- (c) PTO Accrual

- (1) PTO accrual is based on an employee's length of service with the Company based on the following schedule. (The anniversary date for accrual rate changes is the pay period during which the employee's PTO service anniversary falls.)

Length of Service	Hourly Accrual Rate	Maximum PTO Hours Earned Per Pay Period	PTO Hours Earned Per 26 Pay Periods	Maximum Accumulation Limit
<1 Year	0.0576920	4.62	120.00	120
1 - < 2 Years	0.0625000	5.00	130.00	170
2- < 3 Years	0.0674000	5.39	140.00	180
3 - < 4 Years	0.0721150	5.77	150.00	190
4 - < 5 Years	0.0770000	6.16	160.00	200
5 - <10 Years	0.0809000	6.47	168.00	208
10 - < 20 Years	0.1000000	8.00	208.00	248
20+ Years	0.1192310	9.54	248.00	288

- (2) Once the maximum accumulation limit is reached, no further PTO will accrue until hours are used.

### 2. Guidelines for Payment and Use of PTO

- (a) PTO is paid at the employee's hourly BASE RATE, including shift differential, if applicable.
- (b) Pay for time not worked as contained in Article 14, Pay Treatment for Absences and Article 13, Holidays, do not reduce the employee's PTO balance.
- (c) PTO will not accrue for any period of time during which an employee is on a Leave of Absence.
- (d) An employee must use PTO time, if available, for any time not otherwise paid within a forty- (40) hour pay week.
- (e) Employees must use PTO in increments of not less than fifteen (15) minutes.

**3. Payment of PTO Balance Upon Termination**

- (a) Employees who terminate employment with the COMPANY, regardless of reason, will receive any unused PTO balance as a lump sum payment following termination. For termination of employment due to retirement, an employee may apply accrued PTO time to extend their termination date in lieu of receiving the PTO in a lump sum payment.



## ARTICLE 13 – HOLIDAYS

1. The following shall be recognized as designated holidays consisting of 80 hours total covered by this Agreement.
  - New Years Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Thanksgiving Day
  - Christmas Day
  - Four additional days designated by local union management.
2. Prior to the end of each calendar year, the local union management team shall decide the dates of the four (4) additional holidays that will be observed for each shift for the following calendar year.
  - (a) In order for employees to receive holiday pay, they must receive pay the day before and the day after the holiday unless either day is a non-scheduled day.
3. An employee who is required by management to work on a designated holiday, shall be paid as follows:
  - (a) Holiday pay for the scheduled hours of the shift, not to exceed 80 hours in a year.
  - (b) Employees who work on the scheduled holiday will be paid for actual hours worked.
    - (1) Holiday hours and actual hours worked on the holiday shall both count toward the 40-hour overtime threshold for the pay week, in accordance with Article 11 – PREMIUM PAYMENTS.

## ARTICLE 14 – PAY TREATMENT FOR ABSENCES

### 1. General

- (a) Before an employee is granted absence without pay under any of the provisions of this Article, such employee shall submit satisfactory evidence to substantiate the reason for such absence.
- (b) It is recognized that there shall be no duplication of payment by the COMPANY for the same period of absence.

### 2. Bereavement Leave

- (a) Employees may be granted up to three (3) consecutive days of paid time off to attend funeral and related family matters following the death of an eligible family member. When extensive travel is necessary, up to two (2) additional days of paid time off may be approved. At the manager's discretion, time off to attend the funeral of an individual other than an eligible family member may be approved, based on the circumstances. The employee will receive BASE PAY in accordance with his/her regularly scheduled shift, including shift differential. No payment will be made for days for which the employee is not regularly scheduled to work. Hours paid for bereavement leave shall not accumulate toward the overtime threshold.
- (b) Eligible family members shall include: spouse, father, mother, grandparents, grandchildren, parents-in-law, children, brother, sister, step-parents, step-siblings, or step-children.

### 3. Jury Duty

- (a) Employees who have been summoned to jury duty service must notify their manager immediately and provide copies of documentation supporting their service.
- (b) While on jury duty the employee will receive base pay in accordance with his/her regularly scheduled shifts, including shift differential. No payment will be made for days for which the employee is not regularly scheduled to work. Hours paid while the employee is on jury duty are not deducted from the PTO bank.
  - I. Employees who perform four (4) or less hours of jury duty service in a day should contact their manager and may be expected to return to work for the balance of the day.
  - II. Employees who are normally scheduled to work a shift that ends after midnight of the day jury duty service starts shall be given a paid night off. If jury duty ends on the day that an employee is scheduled to work an afternoon or evening shift, they will be given that shift off, paid, and expected to return to work on the next scheduled shift.

#### **4. Military Leave of Absence**

- (c) Employees who are required to be absent from work due to active military duty, active duty for training, initial active duty for training, inactive duty training, fulltime National Guard duty, or reporting for examination to determine fitness for military service, will be eligible to receive a paid Leave of Absence in accordance with the guidelines.
- (d) Employees who need to take military leave must notify their manager as soon as possible with the dates and expected length of their Leave and the amount of any military pay they are eligible to receive.
- (e) Employees who are eligible for a military leave will receive their regular **BASE RATE** of pay plus any shift differential, if applicable, less any pay they are eligible to receive for their military service (not including allowances for lodging and food).
  - 1. Paid leave shall commence the first day of required military duty, through the last day of the required military duty; however, in no event will the employee be eligible for more than two weeks of military leave pay (80 hours) in a calendar year.

#### **5. Service as Judges and Clerks of Election**

- I. An employee appointed to serve as a judge or a clerk of election whose service necessitates absence from assigned **COMPANY** duty within the employee's **SCHEDULED WEEKLY SHIFT** may be excused for such absence, consistent with the needs of the business, and when so excused shall be paid for such absence the amount, if any, by which the employee's pay at **BASE RATE** exceeds the compensation received for such election board service.

**ARTICLE 15 – SEVERANCE PAY**

**1. General**

- (a) An employee who's employment is terminated (laid off) as a result of lack of work shall be paid severance pay in a lump sum payment in accordance with the following schedule and subject to the terms and conditions set forth below.

<b>TERM OF EMPLOYMENT At Date of Layoff</b>	<b>SEVERANCE PAY Number of Week's Pay</b>
Up to 2 years	2
3 years up to 4	3
4 years up to 5	4
5 years up to 6	5
6 years up to 7	6
7 years up to 8	7
8 years up to 9	8
9 years up to 10	9
10 years up to 11	10
11 years up to 12	11
12 years up to 13	12
13 years up to 14	13
14 years up to 15	14
15 years up to 16	15
16 years up to 17	16
17 years up to 18	17
18 years up to 19	18
19 years up to 20	19
20 years up to 21	20
21 years up to 22	21
22 years up to 23	22
23 years up to 24	23
24 years up to 25	24
25 years up to 26	25
26 years up to 27	26

- (b) Term of employment as used in this Article shall be December 1, 2001 or date of hire, whichever is later. However, when an employee has received a lump sum Severance Payment and is subsequently recalled or rehired as a regular employee to a job in the bargaining unit upon rehire following a layoff, term of employment as used in this Article shall be the employee's latest rehire date.
- (c) Severance Pay Allowance shall be computed at an employee's base wage rate at the time of termination (layoff).

- (d) An employee shall not be considered as terminated (laid off) if the employee has been offered and refused a position within the bargaining unit.
- (e) An employee eligible to Severance Pay shall be entitled to continue his/her existing level of benefits under the COMPANY'S medical, dental and vision plan benefits through Consolidated Omnibus Budget Reconciliation Act (COBRA).
  - (1) The COMPANY shall pay the COBRA premium up to a maximum of three (3) months.
  - (2) Tuition reimbursement for pre-approved courses in which the employee is enrolled at time of layoff, shall be paid by the COMPANY under the terms set forth in the Celestica Educational Assistance Plan.

## **2. Repayment of Severance Pay**

- (a) If an employee received lump sum Severance Pay and is subsequently recalled or rehired as a regular employee to a job in the bargaining unit and the number of weeks since the date of layoff is less than the number of weeks of Severance Pay granted, the amount of Severance Pay paid to the employee for the excess number of weeks shall be deducted from any Severance Pay subsequently payable.
- (b) If an employee is subsequently recalled or rehired as a regular employee to a job in the bargaining unit within 12 months of the employee's termination date, the employee's years of service for purposes of the employee's subsequent entitlement to Severance Pay shall include prior service with the COMPANY for which Severance Pay was paid and service with the COMPANY subsequent to recall or rehire, but shall not include any time during which the employee was not employed by the COMPANY.
- (c) If an employee is subsequently recalled or rehired as a regular employee to a job in the bargaining unit after 12 months from the employee's termination date, the employee's years of service for purposes of the employee's subsequent entitlement to Severance Pay shall not include prior service with the COMPANY for which Severance Pay was repaid and shall include only service with the COMPANY subsequent to recall or rehire.

## ARTICLE 16 – BENEFIT PLANS AND PROGRAMS

1. Employees in the bargaining unit shall be eligible to participate in the following Celestica benefit plans and programs (or their applicable successor plans or programs, with all subsequent amendments) in accordance with the terms and conditions of those benefit plans and programs.
  - (a) Celestica 401(k) Retirement Plan
  - (b) Celestica Cafeteria Plan (which includes premium conversion, health care spending accounts and dependent care spending accounts.
  - (c) Celestica Employee Welfare Benefits Plan (which includes a medical program, dental program, vision reimbursement program, employee assistance program, term life insurance program, accidental death and dismemberment insurance program, business travel and personal accident insurance program, life plan program, long term disability insurance program).
  - (d) Celestica Educational Assistance Plan
  - (e) Celestica Medical Salary Continuation Benefits
  - (f) Celestica Employee Share Ownership Plan
2. In the event, during the life of this Agreement, the COMPANY proposes to amend any of the existing Employee Benefit Plans (or their successors) in a manner that would affect the eligibility requirements, employer or employee contribution level, or vesting requirements in any Employee Benefit Plan, or with respect to medical or dental coverage, changes in deductibles, co-pays, out-of-pocket amounts, and maximum coverage levels related to the employees represented by the UNION in a manner not required by applicable law, it will before doing so notify the UNION of its proposed amendment and afford the UNION a period of sixty (60) calendar days for bargaining on the proposed amendment; provided, however, that no amendment may be made to an Employee Benefit Plan which would reduce or diminish the employer or employee contribution level or vesting requirements or increase eligibility requirements, or with respect to medical and dental coverage, change deductibles, co-pays, out-of-pocket amounts, and maximum coverage levels provided thereunder as they apply to employees represented by the UNION without its consent. However premium cost may increase to maintain the level of benefits referred to above, annual modifications to medical, dental vision, life and disability coverages (not affecting deductibles, co-pays, out-of-pocket amounts, and maximum coverage levels) and any amendments required by law or an insurance company vendor may be made without the consent of the UNION.

3. No dispute arising out of the operation, administration or interpretation of any benefit plan or program shall be subject to the grievance procedure in of the labor agreement. Any such disputes shall be resolved in accordance with the claims procedure provided in the plan document for such benefit plan or program and shall not be subject to arbitration.

## **ARTICLE 17 – WORK PERFORMED BY NON-BARGAINING UNIT EMPLOYEES**

Work normally assigned to bargaining unit employees will not be performed by non-bargaining unit employees except when such action is necessary for temporary periods to afford instruction to employees, to maintain production, or when bargaining unit employees are not available or in emergency situations.



## **ARTICLE 18 – TERMINATION OF EXISTING AGREEMENTS**

1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to bargainable subjects and that this Agreement represents the full understanding and agreement reached between the parties.

## ARTICLE 19 – CELESTICA TEAM INCENTIVE

### 1. General

- (a) CTI is the Celestica Team Incentive plan. This is an incentive plan that aligns compensation and rewards with business results. It enables employees to share in the success of Celestica. A bonus is paid when the global corporation/business unit achieves a threshold level of results. CTI relates to our values of teamwork, compensation, and recognition as we all work together to achieve Celestica's goals.

### 2. Guidelines for CTI

- (a) In order for CTI to be available for employees, the corporation must meet threshold levels of target measures as established by the COMPANY. Once this threshold has been met, then employees of the COMPANY are eligible for CTI based on the factors set forth in the following paragraphs:
1. The CTI payout is based on three factors: 1) achievement of threshold levels of target measures, 2) individual performance, 3) employee's annual eligible pay.
  2. Annual eligible pay is base pay plus shift differentials, stand-by and overtime paid according to payroll records.
  3. Eligible pay includes the portion of the year you actively contributed to the Celestica team. This includes prorating for salary changes, formal Leave of Absence, and new hires based on the hire date.
  4. You must be on the payroll on December 31 or have retired during the program year.
- (b) CTI payments are taxable income requiring that taxes be deducted from the payment. CTI earnings are not eligible earnings for purposes of 401(k) contributions. No ongoing deductions will be taken from CTI payments unless required by law.
- (c) Celestica retains the right to add to, modify, or delete the provisions of this Article. In such case the addition, modification or deletion shall apply to all Celestica's locations in the United States. The terms set forth in this Article are subject to ARTICLE 5 – GRIEVANCE PROCEDURES, are not subject to ARTICLE 6 – ARBITRATION.

## **ARTICLE 20 – TEMPORARY EMPLOYEES**

### **1. General**

(a) The parties agree and understand that, notwithstanding the provisions of Article 17, Work Performed by Non-Bargaining Unit Employees, the following conditions shall apply.

- i) The Company has the right to employ temporary workers up to an average of twenty (20) percent of the average annual work force for the calendar year represented by the Local Union.
- ii) The parties agree and understand that based on the need of the business, the twenty (20) percent limitation may be increased. However, in such case the parties must agree to increase the twenty (20) percent limitation.
- iii) Temporary workers will be employees of a Temporary Agency.

### **2. The Effect of Lack Of Work**

- i) When lack of work requires a reduction in the need for individuals performing unit work, temporary help assigned to pay grades 1-3 will be reduced and/or removed before any represented employee is surplused and/or laid off.

**ARTICLE 21 - DURATION**

This Agreement shall become effective at 12:01 a.m. on December 1, 2001, but only on the conditions that: (a) it is ratified by the UNION membership and approved by the International Office of the Union and the COMPANY is so notified in writing on or before 11:59 p.m. on September 23, 2001, and (b) the COMPANY effects the closing of its acquisition of the Oklahoma City facility, which IBEW Local 2021 represents certain individuals of Article 1 of this Agreement, from Lucent Technologies by November 30, 2001 by 11:59 p.m. Unless these two conditions take place on or before these dates, this Agreement and any Memorandum of Understanding relating to this Agreement have no force or effect. If these conditions are met, this Agreement shall continue in effect until 11:59 p.m. on November 30, 2006.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

**For the UNION**

*[Signature]* Committee  
\_\_\_\_\_  
Committee  
\_\_\_\_\_  
Committee  
\_\_\_\_\_  
Committee  
\_\_\_\_\_  
Committee  
\_\_\_\_\_  
Committee

**For the COMPANY**

*[Signature]*  
Bargaining Agent  
*[Signature]*  
Committee

**Ratified by UNION Membership:**

*[Signature]* Date 9-22-, 2001  
Local UNION President

**Approved by International Office IBEW:**

\_\_\_\_\_  
President

<p><b>APPROVED</b> INTERNATIONAL OFFICE - I. B. E. W.  JUN 7 - 2002  Edwin D. Hill, President This approval does not make the International a party to this agreement.</p>	Date _____, 2001
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Mr. Mike Quinlan  
IBEW International Representative

Dear Mr. Quinlan:

This is to confirm that Celestica Services, Inc. will continue procedures to permit IBEW-represented employees to contribute to the IBEW-COPE Political Action Committee ("IBEW-COPE PAC") through payroll deductions. Such procedures shall continue in effect during the term covered by the 2001 Memorandum of Understanding between Celestica Services Inc. and the IBEW.

As provided for in the regulations of the Federal Election Commission, the Union will reimburse the Company for the costs of development, implementation and administration of the payroll deduction system for IBEW-COPE PAC.

Payroll deductions authorized pursuant to this Agreement will be transmitted to the treasurer of IBEW-COPE PAC on a bi-weekly basis.

Sincerely,



Richard Clappitt  
Director HR/Labor Relations  
Celestica Services Inc.

**MEMORANDUM OF UNDERSTANDING**

For those individuals currently represented by the Union at the Oklahoma City location that accept employment with Celestica Services Inc., the following will apply and supplements and supersedes any terms in the Agreement to the contrary.

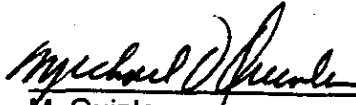
For the purpose of Article 12, PTO, and Article 8, Movement of Personnel only, the term of employment (service) of those individuals who become employed and remain employed by Celestica Services Inc. after December 1, 2001 shall be the term of employment (service) while employed by Lucent Technologies.


The Company will also waive the one-year working period as set forth in Celestica Services Inc. 401K Retirement Plan, which would otherwise start December of 2002.

Approved by:

**For the Union**

**For the Company**

 11/28/01  
M. Quinlan                      Date  
IBEW International  
Representative

 4/16/02  
R. J. Clampitt                      Date  
Director of HR/Labor Relations  
Cls. Services Inc.

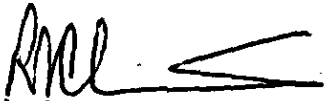
 11/30/01  
S. Lynn, President                      Date  
IBEW EM-3 Council

**Celestica /IBEW Commitment  
To Columbus and Oklahoma City Facilities**

This will confirm our understanding, wherein the IBEW and Celestica agree to partner in the pursuit of new EMS customers for the former Lucent Technologies factories located in Columbus, Ohio and Oklahoma City, Oklahoma.

The parties further agree to common goals of maximizing workforce skills which will result in a highly trained, innovative, and motivated workforce which coupled with the necessary capital investment in the factories, will result in creating the efficiencies necessary to bring new business into these facilities.

Sincerely,



Richard Clampitt  
Director HR/Labor Relations  
Celestica Services Inc.

## EMPLOYMENT OPPORTUNITIES FOR FORMER LUCENT EMPLOYEES

This will confirm our Understanding regarding the issue of former Lucent employees at the Columbus and Oklahoma City facilities that were not hired by Celestica as part of the commercial sales transaction between Celestica and Lucent Technologies.

In the event there is a need to increase the staffing levels within the Production & Maintenance or Clerical bargaining units at the Columbus or Oklahoma City facilities for the duration of this agreement, the Company agrees that former Lucent employees at the above facilities shall be given first order of priority at the location where they were previously employed with respect to any off-the-street hiring into the bargaining units in accordance with the following successive steps and in order of their previous term of employment:

1. Former bargaining unit employees who were involuntarily separated from Lucent Technologies after June 28, 2001.
2. Former bargaining unit employees whose employment with Lucent Technologies ended after June 28, 2001 as a result of their acceptance of the special voluntary separation offer.

Employees who decline employment with Celestica under the terms of this agreement will not be entitled to further consideration.

Note: The provisions of this agreement shall not apply in those situations where there are former Celestica employees on layoff status with recall consideration rights.

Sincerely,

  
Richard Clappitt  
Director HR/Labor Relations  
Celestica Services Inc.

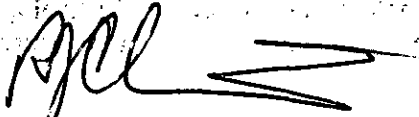


Dear Mr. Quinlan,

This is to document our agreement that Lucent employees coming to Celestica's roll on December 1, 2001, will be given the opportunity to take three (3) unpaid days off and the ability to take three (3) PTO days in advance of accruing them. These days must be taken before June 1, 2002.

Days off must be scheduled with the employees' respective supervisors in accordance with local scheduling routines.

Employees must balance their PTO banks by the end of year 2002. Failure to balance the banks by the end of 2002 will result in excess time taken being deducted from the wages of the employees who fall into this category.



Richard Clampitt  
Director HR/Labor Relations  
Celestica Services Inc.

September 20, 2000

Mr. Mike Quinlan,  
IBEW International Representative

Dear Mr. Quinlan:

This will document our discussions on Pattern Bargaining and Medical Self-Insurance.

Pattern Bargaining: Collective Bargaining Agreements between Celestica and the IBEW for Celestica's Denver and Little Rock facilities expire in May of 2006. It is our expectation that the pattern set in bargaining related to these CBAs will be extended to the CBAs for the Columbus and Oklahoma City facilities which expire in 2006.

Medical Self-Insurance: Celestica is currently planning to become self-insured for employee medical benefits. It is our expectation that the self-insurance process will be developed during 2002, and put in place in 2003.

A handwritten signature in black ink, appearing to read 'R. J. Clappitt', with a stylized flourish extending to the right.

R. J. Clappitt  
Director, Labor Relations  
Celestica