

AGREEMENT

BETWEEN



BELDEN (CANADA) INC.,

AND



**UNITED STEELWORKERS OF
AMERICA - AFL-CIO-CLC
LOCAL 7175**

7TH NOVEMBER, 2006

TO

6TH NOVEMBER, 2009

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THIS AGREEMENT dated 7th day of November 2006

BETWEEN:

BELDEN (CANADA) INC.
(hereinafter called the "Company")

OF THE FIRST PART;

-and-

UNITED STEELWORKERS,
(hereinafter called ~~the~~ "Union")
OF THE SECOND PART.

WHEREAS it is the desire of the parties hereto to set forth herein the agreement between them for ~~the~~ terms hereof in **respect** to rates of pay, wages, hours of employment and other conditions of employment to **be** observed by the parties hereto, and the employees covered hereby, and to provide ~~procedures~~ for the prompt and equitable adjustment of grievances arising hereunder;

NOW **THEREFORE IT IS MUTUALLY** AGREED between ~~the~~ parties as follows:

ARTICLE I - UNION RECOGNITION

1.01 (a) The company recognizes ~~the~~ Union **as** the sole collective bargaining agent for all of its employees ~~at~~ Cobourg, Ontario, and within a sixty (60) kilometre radius of the present Cobourg town hall, save and except foremen, persons above the ~~rank~~ of foremen, technical and professional employees in the Development and Control Departments, laboratory employees, factory office staff, office ~~staff~~ and sales ~~staff~~.

1.01 (b) The company agrees that in the event it decides to close, move or transfer **all** of its operation to any other location, it will ~~meet~~ with the Union within seven (7) calendar days of that announcement to discuss any effect it may have on the employees and the Union.

1.02 For all intents and purposes the masculine gender used in ~~this Agreement~~ shall also be construed to include the feminine gender wherever the context applies.

ARTICLE II - RELATIONSHIP

2.01 The parties hereto agree that an employee of the Company covered by ~~this~~ Agreement may become a ~~member~~ of the Union if he wishes to do so, and ~~may~~ refrain from becoming a member of the Union if ~~he~~ so desires.

2.02 ~~The~~ Company agrees that no employee shall in any manner be discriminated against or coerced on account of membership or non-membership in any labour organization or by reason of any activity or ~~lack~~ of activity in any labour organization.

2.03 ~~The~~ Union agrees it will not discriminate against or coerce any employee because of ~~his~~ membership or non-membership, ~~his~~ activity or lack of activity in any labour organization.

2.04 No person will engage in Union activities on Company property except ~~as~~ provided for in ~~this~~ Agreement, or hold meetings at any time on the premises of the Company without the permission of the Company.

2.05 ~~The~~ Company and the Union agree that there will be no sexual harassment or discrimination against any employee because of ~~race, creed, colour, age, sex, sexual~~ orientation, disability, marital status, religion and national origin.

2.06 a) Non-bargaining unit employees will not be permitted to perform work usually performed by bargaining unit employees when bargaining unit employees are readily available. However, when the safety of an employee or employees could be placed in jeopardy or where a mechanical or electrical repair is necessary, only qualified mechanics or electricians will perform this work. Non-bargaining unit employees will not be utilized to deprive bargaining unit employees of reasonable earnings opportunities by performing bargaining unit work.

b) The parties understand that contracting out is an issue of concern for both parties. In an effort to recognize each party's concerns, it is agreed:

The parties will meet at the request of either party to discuss the Company's requirements and its use of outside contractors. Further, the Company will advise the Union Executive Committee regarding the status of existing and proposed projects or production requirements to enable both parties to assess on an on-going basis the impact, if any, on the bargaining unit employees. The Company agrees to give serious consideration to the viewpoints expressed at these meetings."

2.07 The parties agree to abide by all the applicable Statutes of the Province of Ontario and Canada.

ARTICLE III - MANAGEMENT RIGHTS

3.01 The Union acknowledges that, subject to the terms of this Agreement, it is the exclusive right of the Company to hire, promote, demote, transfer, classify and lay off employees and also the right of the Company to suspend, discipline or discharge any employee for just cause, provided that a claim by an employee that he has been suspended, discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.

3.02 The Union further recognizes the exclusive right of the Company to operate and manage its business in all respects subject only to the provisions of this Agreement. Without limiting the generality of the foregoing, it is agreed that the location of the plants, the direction of the working forces, the products to be manufactured, the schedules of production, the methods, processes and means of manufacturing used, the establishment and revision of incentive standards and rates (excluding piece work pay systems), the determination of work assignments or methods and the selection of the materials to be handled, processed or manufactured, the right to sub-contract work or services, the right to decide on the number of employees needed by the Company at any time, the right to use improved methods, machinery and equipment, and jurisdiction over all operations, buildings, machinery and Company tools are solely and exclusively the responsibility of the Company. The Company also has the right to make, alter and enforce from time to time reasonable rules and regulations to be observed by the employees.

ARTICLE IV - UNION REPRESENTATION

4.01 The Company will recognize a Grievance Committee that shall consist of not more than five (5) employees selected by the Union one of whom shall be the Plant Chairperson. The Company shall be advised of the names of members of this Committee and shall be notified of any changes from time to time. All members of The Grievance Committee shall be regular employees of the Company who have acquired seniority.

4.02 The Company will recognize not more than eight (8) stewards and one (1) Chief Steward.

4.03 The Union will certify in writing to the Company the names of their stewards authorized to act hereunder from time to time, and the Company will not be required to recognize them until so certified.

4.04 The privilege of stewards to leave their work, without loss of day-rate pay, to process grievances is granted on the following conditions:

a) Such business must be between the Union and the Management. Employees having grievances cannot discuss these with the stewards in working hours except with the permission of his foreman which shall not be unreasonably withheld or except in the case of a discharged employee.

b) The time shall be devoted to the prompt handling of necessary grievances.

c) The steward concerned shall obtain the permission of the foreman concerned before leaving his work. Such permission shall not be unreasonably withheld.

d) The time away from productive work shall be reported in accordance with the timekeeping methods of the department in which the steward is employed.

e) The Company reserves the right to limit such time if it is excessive.

f) The steward shall be paid his appropriate rate if requested by the Company for a meeting that exceeds his scheduled hours of work.

4.05 The members of the Grievance Committee may leave their work without loss of day-rate pay to meet with the Union representative on Company premises for the period of one hour immediately prior to a meeting with the Company and for the period of such meeting.

4.06 The Company agrees to recognize and deal with a negotiation committee of not more than five (5) employees, including the Plant

Chairperson, who shall be regular employees of the Company, along with representatives of the International Union.

4.07 Time spent during work hours by the Union Executive Committee and stewards, either in meetings on Union business or with employees on the ~~floor~~, must be approved by ~~the~~ Supervisor(s) ~~of~~ those involved in the meeting. Such approval will not be unreasonably withheld.

ARTICLE V - GRIEVANCE PROCEDURE

5.01 The parties to this Agreement ~~are~~ agreed that it is of ~~the~~ utmost importance to adjust complaints and grievances ~~as~~ quickly as possible.

5.02 ~~The~~ Company shall not be ~~required to~~ consider any grievance that is not presented to the Company within ten (10) of the employee's working days after the grievant and/or Union ~~knew~~ or should have ~~known~~ of the alleged violation of the Agreement. In any case where back pay is involved, it shall be limited to ~~a period~~ of not more ~~than~~ thirty (30) working days prior to the ~~filing~~ of the grievance.

5.03 Grievances shall be adjusted and settled ~~as~~ follows:

Step No. 1

The aggrieved employee shall present his grievance orally to ~~his~~ foreman. He shall have the assistance of ~~his~~ steward if he so desires. If a settlement satisfactory to the employee concerned is not reached within one (1) working day (or any other ~~period~~ of time that may be mutually agreed upon), the grievance may be presented as follows at any time within two (2) working days thereafter.

Step No. 2

The aggrieved employee may, with ~~the~~ steward, present ~~his~~ grievance

(which shall be reduced to writing on a form supplied by ~~the~~ Union) to the foreman who shall submit it to the appropriate Manager. The Manager and the Human ~~Resources~~ Manager shall meet with the aggrieved employee and his steward and shall within two (2) working ~~days~~ render a decision in writing, which decision shall be rejected or accepted in writing on request, by ~~the~~ President, if available, otherwise ~~an~~ officer of the Local working in the plant where the grievance arose. If ~~that~~ decision is not accepted within two (2) working days ~~thereafter~~ ~~the~~ grievance shall proceed to Step No. 3.

Step No. 3

Failing resolution through Step No. 1 and Step No. 2, ~~the~~ rejected grievance from Step No. 2 shall be submitted to the Plant Manager for review at the next regular monthly grievance committee meeting.

Alternatively, within five (5) working days of the request of either party, a special meeting shall be convened to review a grievance at Step No. 3.

This meeting shall include ~~the~~ Plant Manager and other representatives of management ~~as~~ he shall determine, the Union President and such members of the Union Grievance ~~Committee~~ **Committee** ~~as~~ he shall determine. ~~E-~~ther party may also request the presence of the aggrieved employee ~~and/~~ or the International Union Representative at ~~these~~ meetings if desired.

The time limits set out in **5.03** may ~~be~~ extended by mutual consent or by an Arbitrator with good and sufficient reason.

5.04 If final settlement of the grievance is not completed within seven (7) working days after deliberations have commenced at Step No. 3, and if the grievance is one which concerns the interpretation or alleged violation of the Agreement, the grievance may be referred by either party to arbitration ~~as~~ provided in Article **IX**, at any time within thirty (30) days thereafter but not later.

The time limits set out in 5.04 may be extended by mutual consent or by an Arbitrator with good and sufficient reason.

5.05 Warnings shall be given in writing or verbally. In ~~the~~ case of written warnings, one (1) copy each will be provided for the employee, Union Steward and Company. ~~An~~ authorized union representative shall acknowledge receipt of the written warning by signing ~~the~~ Company's copy. Any disciplinary warnings will be issued in ~~the~~ presence of an authorized Union Representative if ~~the~~ employee ~~so~~ requests.

Any disciplinary action shall not be held against any employee's personnel record if no further action is taken within a twelve (12) month period. Employees may request ~~the~~ removal of warnings from their files that were issued more than twelve (12) months prior.

5.06 By mutual agreement, ~~the~~ parties may ~~agree to use the service of an independent Mediator in an attempt to resolve any grievances.~~

ARTICLE VI - MANAGEMENT GRIEVANCES

6.01 It is understood that ~~the~~ Management may at any time submit a grievance to ~~the~~ Union Grievance Committee with respect to the conduct of the Union, its officers or stewards, in its relationships with the Company or other employees, or any complaint that a contractual obligation undertaken by the Union in this Agreement has been violated and such grievance shall be dealt with in the same manner ~~as~~ a grievance at Step No. 3 of Section 5.03 above and Section 5.04 above ~~shall~~ apply to any grievance.

ARTICLE VII - UNION GRIEVANCES

7.01 Should any difference arise between the Company and the Union ~~as~~ to the interpretation or alleged violation of the provisions of this Agreement ~~affecting the~~ Union ~~as~~ such, or the employees ~~as~~ a whole,

the Union shall have the right to file a grievance beginning in Step No. 3 of the grievance procedure as outlined in Section 5.03. Such grievance **shall** conform to the provisions of Section 5.02 of this Agreement. No such grievance shall be filed with respect to the same subject matter that is already ~~the~~ subject of a grievance filed by an employee under Section 5.03, nor shall any grievance be filed by ~~an~~ employee with respect to the same subject matter that is already the subject of a grievance filed by the Union under this Section.

ARTICLE VIII - DISCHARGE CASES

8.01 In ~~the~~ event of an employee, who has attained **seniority**, being discharged from employment and the employee feeling that an injustice has been done, the case may be taken up **as** a grievance.

8.02 All such ~~cases~~ **shall** be taken **up** by ~~the~~ Union with the Company within ~~three (3)~~ **(3)** working days and disposed of ~~within seven (7)~~ **(7)** working days of the date ~~the~~ employee is notified of **his** discharge, except where a case is taken to arbitration. A claim by an employee who has attained seniority that he has been unjustly discharged ~~from~~ his employment shall **be** treated **as** a grievance if a written statement of such grievance signed by ~~the~~ employee is lodged with ~~the~~ Plant Manager within seven **(7)** working days ~~after~~ the employee is notified of **his** discharge. All preliminary steps of the grievance procedure prior **to** Step No. 3 will **be** omitted in such **cases**.

8.03 Such special grievance may be settled by confirming the Management's action in dismissing the employee, or by reinstating the employee in his former position with **full** compensation for time lost, or by any other arrangement which is just and equitable in ~~the~~ opinion of the conferring parties or of the Arbitrator, as the case may **be**.

ARTICLE IX - ARBITRATION

9.01 Both parties to this Agreement agree that grievances concerning the interpretation or alleged violation of this Agreement, which have been processed through the grievance procedure outlined in Article V and which have not been settled therein, shall be referred to Arbitration at the request of either of the parties hereto. ~~The~~ grievance **shall** be heard by a single Arbitrator, who shall be chosen ~~as~~ hereinafter provided.

9.02 The grieving Party **shall** submit a list of five **(5)** Arbitrators for consideration. If none of the five **(5)** ~~are~~ chosen, then ~~the~~ other Party shall within one (1) week of the date of the first list submit a ~~list~~ of five **(5)** different names for consideration. If none ~~are~~ selected either party may ~~ask~~ the Ministry of Labour to make ~~an~~ appointment.

9.03 If either Party feels that the ~~time~~ taken for a chosen Arbitrator to hear the case is too long, they may by mutual agreement choose another Arbitrator or ~~ask~~ the Minister to make an appointment.

9.04 ~~The~~ decision of ~~the~~ Arbitrator constituted in the above manner shall be binding on both parties.

9.05 The Arbitrator **shall** not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the provisions of this Agreement, provided that where the grievance concerns discharge or suspension of ~~an~~ employee, ~~the~~ Arbitrator shall have ~~the~~ power to uphold the Management's action or dispose of the grievance in any manner which he considers just or equitable.

9.06 Except where otherwise provided for in ~~this~~ Agreement, each of the Parties hereto will ~~bear~~ its own expense with respect to any arbitration proceedings. The Parties hereto will bear jointly the expenses of the Arbitrator on an equal basis.

9.07 Either party may request expedited arbitration under the Labour Relations Act of Ontario.

ARTICLE X - NO STRIKES - NO LOCKOUTS

10.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, ~~the~~ Union agrees that, during ~~the~~ lifetime of ~~this~~ Agreement, ~~there~~ will be no strike, picketing, slowdown or stoppage of work, either complete or partial, and the Company agrees that there will be no lockout.

10.02 The Company shall have the right to discipline employees who take part in or instigate any strike, picketing, stoppage or slowdown in contravention of Section 10.01.

10.03 The Union further **agrees** that it will not involve any employees of ~~the~~ Company during working hours or ~~the~~ Company itself, **in** any dispute which may **arise** between any ~~other~~ employer and ~~the~~ employees of such other employer.

ARTICLE XI - WAGES

11.01 During ~~the~~ lifetime of ~~this~~ Agreement ~~the~~ Company agrees to pay and the Union agrees to accept ~~the~~ scale of wages set out in Appendix "A" and Appendix "B" hereto, which ~~are~~ hereby made a part of this Agreement.

11.02 **The** Company shall pay a premium rate of fifty cents (\$50) per hour for all hours worked on ~~the~~ second ~~shift~~, and fifty-five cents (\$.55) ~~per~~ hour for all hours worked on the third ~~shift~~. The ~~shift~~ premium will not be included in calculating overtime and will not be considered ~~as~~ part of the base or day rate.

ARTICLE XII - HOURS OF WORK AND OVERTIME

12.01 The following paragraphs and sections ~~are~~ intended to define the normal hours ~~of~~ work and shall not be construed ~~as~~ a guarantee of hours ~~of~~ work per day or per week, or of days of work per week.

12.02 The normal hours of work for all employees on a five (5) day continuous operation shall be five (5) days commencing:

Sunday - 11:00 p.m. to ~~7:00 a.m.~~ Night ~~Shift~~

Monday - 7:00 a.m. to 3:00 p.m. Day ~~Shift~~

Monday - 3:00 p.m. to 11:00 p.m. Afternoon ~~Shift~~

12.03 The normal hours of work for all employees on a non-continuous operation shall be five (**5**) days commencing:

Sunday - 11:00 p.m. to 7:30 a.m. Night ~~Shift~~

Monday - 7:00 a.m. to 3:30 p.m. Day ~~Shift~~

Monday - 3:00 p.m. to 11:30 p.m. Afternoon ~~Shift~~

with one-half (1/2) hour for lunch.

12.04 Overtime at the rate of time and one-half shall be paid for all work performed in excess of eight (**8**) hours in the day or forty (40) hours in the week and on Saturdays; overtime ~~at the rate of~~ double time will be paid for Statutory Holidays, all work performed in excess of twelve (12) hours in ~~the~~ day and on Sundays. In computing overtime, hours compensated for at overtime rates under any provision shall not be counted further for any purpose in determining overtime liability under the same or any other provisions. Overtime shall be voluntary except that if no one volunteers overtime will be required in reverse order of ~~seniority~~ until all needs ~~are~~ met ~~as long as the~~ employee ~~required to work~~ has not exceeded government maximums.

The Company agrees that if an employee is asked to work two (2) hours of overtime or more after arriving at work, the Company will provide the employee with a \$5.00 meal allowance either in cash or by voucher that will be redeemable within twenty-four (24) hours, except on weekends.

12.05 Available overtime will be distributed as equitably **as** possible amongst the persons who normally perform such work. Company **to** post weekly, overtime hours paid for the year to date and a copy will be made available to the Union Chairperson upon request.

7 DAY, 12 HOUR SHIFT ARRANGEMENT

12.06 The Union and Company agree **that** when business levels dictate, the parties **agree** to implement a 7-day, 12-hour **shift** schedule.

The Union and Company further understand that **the** 7-day, 12-hour **shift** schedule, when implemented, will be at a minimum for a complete cell, with **a** desire for all cells for the foreseeable **future**.

The Company and Union Bargaining Committee will determine when and if support staff will be included in the 7 day, 12 hour shift operation, i.e. Maintenance, Materials.

The duration of the schedule may be cancelled with agreement of **the** Company and Union Bargaining Committee and with a **sixty** (60) day notice period.

- a) **The** standard workweek will be **as** outlined in **the** schedule shown ink) below. The workweek will commence Sunday at 7:00 a.m. and premium pay for Sunday and Holidays will be paid as listed below. Premium payment for Sunday and Holidays will be for those shifts starting on those days at 7:00 a.m. and 7:00 p.m.

- b) An employee will be paid one and one half ~~times~~ his regular hourly rate for:
- (i) 'time worked on a regularly scheduled day off in excess of ~~the~~ normal work week.
 - (ii) ~~The~~ first eight (8) hours worked on a Sunday shift.
- c) **An** employee will be paid two (2) **times his** regular hourly rate for:
- (i) Time worked in excess of twelve **(12)** hours, during ~~the period~~ of twenty-four **(24)** hours from and after commencement of the employee's **regular** shift, but not to exceed a total of thirteen **(13)** hours in **this period**.
 - (ii) Time worked on any day which a Statutory Holiday listed in **14.01** is observed, in addition to **his** Holiday pay.
 - (iii) All hours worked in excess of eight (8) hours on a Sunday Shift.
- d) Employees working ~~the~~ non-standard work week (7 days, **12** hours) will **be** paid eight (8) hours at their base rate of pay for each Statutory Holiday worked provided they meet the qualifying provisions of the Collective Agreement. Employees not regularly scheduled to work the Statutory Holiday will be paid twelve **(12)** hours at their base rate of **pay**.
- e) Employees will be given fourteen **(14)** days notice before being scheduled to the 7-day, 12-hour shift arrangement.
- f) Bereavement Leave - Employees working ~~the~~ 7 day, **12** hour

~~shift~~ arrangement ~~will~~ receive payment for ~~time~~ lost for the employee's regularly scheduled ~~shift up~~ to twelve (12) hours per ~~day~~, to a maximum of thirty-six (36) hours.

- g) ~~Shift~~ premium for hours worked between 7:00 p.m. and 7:00 a.m. will ~~he~~ paid under this arrangement ~~as~~ follows:

November 7, 2000 - \$0.60 per hour

November 7, 2001 - \$0.65 per hour

November 7, 2002 - \$0.70 per hour

- h) Additional ~~shifts~~ ~~will~~ be paid ~~as~~ specified above, provided ~~that the~~ employee works ~~his~~ regularly scheduled days in ~~the~~ work week, and provided ~~the~~ employee is absent due to authorized leave of absence, bereavement, vacation, or certified illness or ~~injury~~.

- i) The Company agrees to continue to use the "call-in ~~board~~".

- j) ~~The~~ Company ~~will~~ provide two (2) twenty (20) minute break periods per ~~shift~~.

- k) CONTINUOUS OPERATIONS SCHEDULE
12 HOUR SHIFTS

	WEEK #1	WEEK #2	WEEK #3	WEEK #4
	<u>SMTWTFS</u>	<u>SMTWTFS</u>	<u>SMTWTFS</u>	<u>SMTWTFS</u>
N	ABBDDCC	CAABBDD	DCCAABB	BDDCCAA
D	DCCAABB	BDDCCAA	ABBDDCC	CAABBDD
OFF	BAABBAA	ABBAABB	BAABBAA	ABBAABB
	CDDCCDD	DCCDDCC	CDDCCDD	DCCDDCC

- l) On the Sunday that Daylight Savings Time goes into effect, employees working the 7:00 p.m. to 7:00 a.m. Saturday ~~shift~~ will work one (1) hour less as a result of the time change. On ~~the~~ Sunday that Standard Time returns, employees working ~~the~~ 7:00 p.m. to 7:00 a.m. Saturday ~~shift~~ will work one (1) hour more ~~as~~ as a result of the time change. Employees will be paid for their hours worked at the appropriate rate of pay.
- m) When an employee is required to change shift, ~~the~~ Company will ensure that the employee is not ~~required~~ to work more than three (3) consecutive shifts. ~~The~~ employee may choose to work ~~the~~ extended ~~shifts~~ at the appropriate rate and must be given seven (7) calendar days notice of ~~the shift~~ change.

WEEKEND SHIFT AGREEMENT

- 12.07 (a) ~~Shift~~ Premium - \$0.70 ~~per~~ hour on nights
- (b) Hours of work:
- (i) 24 hours worked (12 hours each, Sat./Sun.) ~~equals~~ one (1) week
- (ii) 11 p.m. to 11 a.m. starting Friday night, concluding at 11 p.m. Sunday night.
- (c) Regular paid hours – 40 hours paid for 24 hours worked
- (d) Overtime – First 8 hours in excess of weekend 24 hours worked ~~to be paid at~~ straight time, then 1.5X all additional hours. (e.g. if day missed on weekend, all hours during week ~~are at straight time~~ up to 32)
- (c) Breaks & lunch pay – The Company will provide two (2) twenty (20) minute ~~break periods~~ per ~~shift~~.

- (d) Off shift meeting pay – **See** (d) above
- (e) Daylight Saving time – On the Sunday that Daylight Savings Time goes into effect, employees working ~~the~~ 7:00 p.m. to 7:00 a.m. Saturday shift will work one (1) hour less **as** a result of the time change. On ~~the~~ Sunday that Standard Time returns, employees working the 7:00 p.m. to 7:00 a.m. Saturday ~~shift will~~ work one (1) hour more- as a result of ~~the~~ time change. Employees will be paid for ~~their~~ hours worked at the appropriate rate of pay.
- (f) Vacation pay – percentage paid ~~per~~ Article XIII; one day's vacation of 12 hours equals 20 hours pay: one weekend (24 hours worked equals 40 hours pay) is equivalent to one (1) week (up to 200 hours in total).
- (g) **Stat Holiday pay – 12 hours** pay if Statutory Holiday falls during ~~the~~ week (and not scheduled to work overtime); double time plus eight (8) hours pay if ~~the~~ Holiday falls on the weekend (and employee is scheduled to work), or if Stat is ~~worked~~ during the ~~week~~; 12 hours pay if ~~the~~ company designates a Stat shutdown; employees must meet qualifications **outlined** in Article XIV.
- (h) Seniority:
- (i) Probation - 12 weeks of 24 hours worked
- (ii) Recall from lay-off - Seniority shall terminate when an employee fails to respond within two (2) working days and present himself within ~~three~~ (3) working days. Notification of ~~recall~~ will be by registered ~~mail~~ to the employee's last address registered with the Company and a copy of such notice shall be sent to the Union

- (iii) Absence - Seniority shall terminate when an employee is absent from work for a period of two (2) consecutive working days without previously notifying the Company, unless there was reasonable and substantial justification for failure to give such notice; or is absent from work for a ~~period~~ of two (2) consecutive working days without leave, unless there was reasonable and substantial justification for such absence;
- (iv) Notice of layoff - The Company shall give at least two (2) working days notice whenever reasonably possible to any employee laid off for a ~~period~~ in excess of two (2) working days.
- (i) Job posting - All initial weekend positions to be filled by required skills and seniority and only skills currently held ~~will~~ be utilized. However, ~~as~~ replacement ~~or~~ progression training is ~~required~~, the company reserves the right to specify ~~the required~~ skills to be trained without regard for Cells.

The employee appointed shall be considered to be on a trial for a ~~period~~ not to exceed ~~six~~ (6) weeks. If such employee fails to ~~perform at~~ a satisfactory level ~~in the job~~ or classification during or ~~at the~~ end of the trial period he shall be returned to his former job or classification; the Company shall not be required to re-post ~~the job~~ but shall fill ~~the~~ vacancy, if possible, from the remaining applicants.

- (j) Bereavement:
- (i) In ~~the~~ event of the death of an employee's father, mother, stepfather, stepmother, wife, husband, son, daughter, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, stepbrother, stepsister, stepson or

stepdaughter, the employee will be granted not more than two (2) working days leave of absence with pay at the employee's regular hourly rate.

- (ii) In ~~the~~ event of the death of an employee's grandparent-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law, one **(1) day** leave of absence shall be granted with pay ~~at~~ the employee's applicable rate if the funeral falls on a Saturday or Sunday.
- (j) Health & Benefits:
 - (i) Eligibility – Minimum of 24 hours worked per week
 - (ii) Weekly Indemnity -- Weekend employees revert to the 5-day schedule for purposes of calculating Weekly Indemnity payments until recovery from illness or ~~injury~~
 - (iii) Benefits eligibility (W.I., L-T-D, prescription **drugs**, vision care, and dental) - Any employee is eligible for the above benefits after twelve (12) weeks with the Company.
 - (k) Pension - Contribution rate to be based on hours worked and at rate paid on weekends only (e.g. 12 **hours** worked on weekend = 20 hrs. paid times pension contribution, excluding time not worked such as bereavement, vacations, etc.) and all other contributions paid at straight time for hours worked (not paid) over 40.
 - (l) Minimum recompense - ~~Six~~ (6) hours pay at applicable rate.
 - (m) TIG welders – Agree to train up to two (2) welders per **shift** on weekends if needed. \$1.00 per hour premium paid for hours worked.

- (n) Training – May ~~require~~ scheduling during the week.
- (o) Attendance Management Program – should be lower number of occurrences to start disciplinary process than for 40 hour employees
- (p) Vacation scheduling for weekends – Number of employees ~~off~~ at any one time ~~will~~ be limited to fit schedules, or with a defined ~~maximum~~ for scheduling purposes.
- (q) The Company agrees to meet monthly (Union/Management meetings) to re-assess any part of the weekend shift Agreement that is causing concern on the part of either employees or ~~the~~ Company.

It is ~~the~~ Company's intent to provide consistent work for ~~the~~ weekend employees, however, should work not be available, weekend staffing will be reduced in accordance with the current Collective Agreement.

Further, the Company intends to cover short-term increases in work by covering the needs with overtime by ~~the~~ 5-day employees. In the event of projected long-term increases in business, the Company will increase staffing appropriately.

The Company reserves ~~the~~ right to continue the weekend shift through the remainder of ~~the~~ current Collective Agreement.

ARTICLE XIII - VACATIONS ~~WITH~~ PAY

13.01 All employees who have been steadily employed by ~~the~~ Company for a ~~period~~ of one (1) year prior to July 1 in any year shall be entitled to two (2) weeks' vacation with pay at a ~~time~~ convenient to ~~the~~

company and shall receive as vacation pay ~~an~~ amount equivalent to four percent (~~4%~~) of the total wages the employee earned in ~~the~~ twelve (~~12~~) months immediately preceding July 1 in such year-

13.02 All employees who have been steadily employed by ~~the~~ Company for a period of five (~~5~~) consecutive years prior to July 1 in any year shall be entitled to three (~~3~~) weeks' vacation with pay at a ~~time~~ or ~~times~~ convenient to ~~the~~ Company, and ~~shall~~ receive as vacation pay an amount equivalent to ~~six~~ percent (6%) of their gross earnings during the twelve (12) months immediately preceding July 1 in such year.

13.03 All employees who have been steadily employed by ~~the~~ Company for a period of twelve (~~12~~) consecutive years prior to July 1 in any year shall be entitled to four (~~4~~) weeks' vacation with pay ~~at~~ a ~~time~~ or ~~times~~ convenient to the Company, and shall receive as vacation pay an amount equivalent to eight percent (8%) of their gross earnings during ~~the~~ twelve (~~12~~) months immediately preceding July 1 in such year.

13.04 All employees who have been steadily employed by ~~the~~ Company for a period of twenty-five (~~25~~) consecutive ~~years~~ prior to July 1 in any year shall be entitled to five (~~5~~) weeks' vacation with pay ~~at~~ a ~~time~~ or ~~times~~ convenient to ~~the~~ Company, and ~~shall~~ receive as vacation pay an amount equivalent to ten percent (10%) of their gross earnings during the twelve (12) months immediately preceding July 1 in such year.

13.05 Employees who have anniversary dates between July 1 and December 31, shall be eligible for the third, fourth, and/or ~~fifth~~ week of vacation in ~~the~~ year in which they first complete the required years of service. Employees will be eligible for the extra week that year on or after their eligibility date.

13.06 ~~The~~ Company will post the annual vacation schedule in the

month of January in the event that ~~the~~ Company requires employees to work during a shutdown period. Vacation schedules will be finalized by March 31 of each year and each employee will be provided with ~~the~~ opportunity of a scheduled two (2) week summer holiday during ~~the~~ period from June 1 through September 30.

No weeks in this ~~period~~ will be blacked out for Manufacturing or Materials Specialists. However, any scheduled vacation shutdown periods will be blacked out for Maintenance Technologists unless otherwise mutually agreed.

No ~~other~~ vacations will be scheduled by the Company unless agreed to by the employee.

13.07 All employees shall receive their earned vacation pay when vacation is taken and any remaining vacation pay will be paid on the second pay period of December. Earned vacation is vacation earned from July 1 of the previous year to June 30 of ~~the~~ current year.

13.08 If an employee is ~~off~~ work due to an illness, injury or lay-off in any vacation year for six (6) weeks or longer (in a minimum of one (1) week blocks), they will not be required to use ~~their~~ vacation entitlement.

ARTICLE XIV - STATUTORY HOLIDAYS

14.01 The following shall be paid Statutory Holidays:

New Year's Day, Heritage Day (or an alternate day by mutual agreement), Good Friday, Victoria Day, Canada Day, Civic Holiday, ~~Labour~~ Day, Thanksgiving Day, Christmas Day, Boxing Day and ~~one~~ additional day to be scheduled by mutual agreement in connection with New Year's Day or Christmas Day. (Boxing Day can be scheduled by the Company on a day other than the Holiday in conjunction with the celebration of

~~Christmas~~ Day.) If any of the above Holidays fall on a Saturday or Sunday it shall be celebrated at the option of the Company on Monday or Friday. All employees shall receive payment for such Holidays based on their regular current hourly rate for the ~~regular~~ number of hours, subject to the following conditions:

- a) To be eligible for Holiday pay an employee must have worked the Statutory Holiday, or ~~his~~ scheduled working day immediately prior to and immediately following such Statutory Holiday. **An** employee absent on such day shall also be eligible if ~~his~~ absence is due to verified ~~illness~~ within a period of sixty (~~60~~) days prior to the Holiday, confirmed with a doctor's note dated on or before ~~his~~ qualifying day(s), or if ~~he~~ has worked in the period seven (~~7~~) scheduled working days before the Holiday and ~~his~~ absence is due to death in ~~the~~ employee's immediate family, layoff from work or authorized leave of absence.
- b) **An** employee who is eligible for Statutory Holiday pay in accordance with the above conditions and who performs work on any of ~~the~~ said paid Statutory Holidays shall be entitled to receive pay at double ~~his~~ regular hourly day rate for work performed on such Statutory Holiday, in addition to his Holiday pay.

It is agreed that if a Holiday falls on a Tuesday the plant will close on the Monday and if the Holiday falls on a Wednesday or Thursday the plant will close on the Friday in conjunction with such Holiday.

It is further agreed that ~~an~~ employee shall only be eligible for Holiday pay on the said Holiday if the employee works on any such scheduled additional day, unless absent for reasons set out in paragraph (a) hereof.

- c) If an employee's scheduled vacation includes a Holiday, the employee shall receive Holiday pay in accordance with this Article and shall ~~be~~ granted ~~an~~ additional day off if ~~the~~ employee ~~so~~ elects.

ARTICLE XV - SENIORITY

15.01 The Parties ~~recognize~~ that job opportunity and security shall increase in **proportion** to length of service. It is therefore agreed that in all cases of vacancy, vacation preference, promotion, demotion, transfer, layoff, recall after layoff, cell and ~~shift~~ preference, senior employees ~~shall~~ be entitled to preference provided they have the ability and physical ~~fitness~~ to perform the available work.

For ~~the~~ purposes of a layoff, recall from layoff or job posting, qualifications will not be taken into consideration. ~~The~~ intention of providing preference in this article is for ~~the~~ senior employee to have preference among available openings or options at the time of a layoff or recall from layoff.

Senior employees entitled to preference will not be entitled to "bump" employees in exercising their preference. ~~To~~ "bump" is defined as displacing existing employees who ~~are~~ not otherwise affected by a workforce reduction. During a workforce reduction only affected employees ~~will be~~ entitled to exercise their **seniority** to select among available openings or options.

15.02 When employees have been laid off, they shall be placed on a recall list and when work is available they shall be recalled in order of seniority and with respect to ability and willingness to perform the job available.

15.03 An employee will be considered probationary for ~~his first~~ sixty (60) working days within a one hundred and twenty (120) day period

and will have no seniority rights during that period, and his employment may be terminated ~~at~~ any time during such probationary period. After sixty (60) working days' service within the one hundred and twenty (120) day period his seniority shall date back to the date sixty (60) working days within the one hundred and twenty (120) day period prior to the date on which he completed his probationary ~~period~~.

15.04 Seniority shall terminate when an employee:

- a) Voluntarily ~~quits~~ for any reason;
- b) Is discharged and is not reinstated ~~through~~ the grievance procedure or arbitration;
- c) ~~Has~~ been on layoff for a ~~period~~ equal to his seniority to a maximum of ~~thirty~~ (30) months;
- d) ~~Fails~~ to respond to recall within ~~three~~ (3) working days and present himself within five (5) working days. Notification of recall will be by registered mail to the employee's last ~~address~~ registered with the Company and a copy of such notice shall be sent to ~~the~~ Union;
- e) Fails to return to work immediately ~~after~~ the expiration of a leave of absence, unless prevented from so doing by verified illness or without reasonable and substantial justification;
- f) Is absent from work for a period of ~~three~~ (3) consecutive working days without previously notifying ~~the~~ Company, unless there was reasonable and substantial justification for ~~failure~~ to give such notice;
- g) Is absent ~~from~~ work for a period of three (3) consecutive working days without leave, unless there was reasonable and

substantial justification for such absence;

- h) Is not ~~at~~ work for a continuous period of thirty (30) months for any reason unless on approved leave of absence in accordance with Article XXVI or ~~as~~ otherwise provided for by law.

15.05 During emergency situations, including interferences with the Company operations, beyond the control of the Company which cause a layoff reasonably anticipated by the Company to last for a period not in excess ~~of~~ one (1) working day, ~~the~~ Company shall have the right to waive ~~the~~ provisions of ~~this~~ Article.

15.06 ~~The~~ Company shall give ~~at~~ least five (5) working days notice whenever reasonably possible to any employee laid off for a period in excess of five (5) working days.

15.07 Seniority lists will be revised every ~~three~~ (3) months and a copy of the list will be ~~posted~~ on ~~the~~ plant bulletin board. A copy of the list ~~will~~ be given to the Union. Seniority ~~as~~ referred to in this Agreement shall mean **service** in the employ ~~of~~ the Company **within the** bargaining unit, provided that persons hired on ~~the~~ same day shall be listed in accordance with Company hiring records. Each employee's seniority date and job classification will be listed. Once per year a copy of such seniority list shall be mailed to the Oshawa ~~area~~ office of ~~the~~ Union. Such list shall contain ~~the~~ employee's job classification, current ~~rate~~ of pay and the employee's latest address and telephone number on file with the Company.

15.08 JOB POSTING

- a) Except where there ~~are~~ employees laid off with recall rights, initial vacancies for permanent jobs and newly established jobs and the first vacancy created by filling those jobs shall

be posted for a period of five (5) full working days on the bulletin boards provided for this purpose.

- b) Employees desiring consideration in the filling of the job vacancy posted pursuant to 15.08 (a) above shall signify their ~~desire~~ by signing ~~the~~ posting application for the job posted. All posted jobs will be filled within fifteen **(15)** days from the date of removal of ~~the~~ announcement in accordance with Article 15.01 and, if not, the successful employee will retain his current rate of pay, if *greater* than that of the ~~posted~~ position, until he is moved into the new position ~~but~~, in no event, no later ~~than~~ seventy-five (75) working days after ~~the~~ job is awarded.

The Company may fill temporary vacancies, including permanent or new jobs, during periods of posting and applicant consideration.

- c) The Company shall notify the unsuccessful applicants within forty-eight (48) hours of filling the jobs and ~~the~~ reason they did not receive ~~the~~ posting.
- d) From ~~time to time~~ temporary job postings may be required. When applicable, ~~these~~ jobs may be posted ~~as per~~ Article 15.08 (b) and shall be in effect until the employee has worked thirty (30) shifts after which time ~~the~~ job will be ~~posted as~~ a permanent vacancy.
- e) It is agreed ~~that~~ only employees who have been employed in a current classification for a period of not less than twelve (12) months ~~can~~ apply under this provision.
- f) The employee appointed shall be considered to be on a trial for a period not to exceed thirty (30) working days. If such

employee fails to perform at a satisfactory level in ~~the~~ job or classification during or at the end of the ~~trial~~ period he shall be returned to his former job or classification; the Company shall not be required to re-post the job but shall fill ~~the~~ vacancy, if possible, from the remaining applicants.

- g) Vacancies, ~~other than~~ initial vacancies for permanent jobs and newly established jobs by the Company and ~~the~~ first vacancy created by filling those jobs, shall be filled at the discretion of the Company provided that ~~the~~ Company shall give consideration to applications from existing employees. Selection of existing employees to fill such vacancies shall not be exercised in an arbitrary or discriminatory manner.

ARTICLE XVI - ~~BULLETIN~~ BOARDS

16.01 A bulletin ~~board~~ will be provided by the Company for the sole ~~use~~ of the Union. The Union will be issued ~~all~~ keys for this board. In ~~turn~~, the Union will be responsible for all subject ~~matter~~ posted on ~~their~~ board. The Union also will ensure that there will be ~~no~~ subject matter posted ~~that~~ would be harmful to any employee, the Company, Company/Union relations, or conflicts with ~~the~~ spirit and intent of the Collective Agreement. In addition, there will be no posting of political or other notices that may inhibit the ~~normal~~ operations of ~~the~~ Company.

ARTICLE XVII - SPECIAL ~~TRAINING~~

17.01 The Company shall have ~~the~~ right from time to time to designate certain persons who ~~are~~ to be given special training or experience in preparing them or trying out their capacities for other or broader assignments with the Company or for future service for, or other ~~than~~, with the Company and to ~~direct~~ such persons, free from any limitations either expressed or implied under Article XV hereof; provided, however, that no such person shall be assigned to take over a job occupied at that

time by an employee outranking such person for purposes of promotion if such assignment would result in the demotion of the former.

The Company agrees that ~~at~~ no time shall the number of trainees exceed one percent (1%) of ~~the~~ total number of employees within the bargaining unit.

Any person in special training who also is ~~an~~ employee within the bargaining unit must be given an opportunity to ~~return~~ to his former job within a sixty (60) day period if the Company decides ~~that~~ his services ~~are~~ no longer needed, or if it becomes apparent to the employee ~~that~~ he cannot fulfil such duties but ~~under~~ no **Circumstances** may the employee be ~~returned~~ to the Bargaining Unit once ninety (90) days have elapsed.

This provision ~~is~~ applicable to cover work or jobs that ~~are~~ not subject to job posting, such ~~as~~ non-bargaining unit work.

ARTICLE XVIII - GENERAL

- 18.01a) **An** employee who is injured on ~~the~~ job and is unable to continue working will be paid for the balance of the scheduled shift including scheduled overtime for the number of hours he would have worked except for ~~his~~ injury. He shall be paid on the basis of ~~his~~ rate at the ~~time~~ of the injury.
- b) **An** employee who is required to take medical treatment during working hours in regard to an injury suffered while on ~~the~~ job shall be compensated for any loss of wages up to a maximum of **two** (2) hours by reason of taking such treatment.
- c) **The** Company agrees it is the injured employee's right that medical attention cannot be denied; however, the Company **reserves** the right to insist that the injured employee receive

medical attention if, in the Company's opinion, it is required.

It is agreed that sums payable by the Company shall be reduced by any amount received by the employee as compensation for such loss of wages.

18.02 An employee temporarily transferred for a **period** in excess of four **(4)** hours for ~~the~~ convenience of the Company, including transfers to jobs because there is lack of work in the employee's regular classification, shall receive the rate of the job to which he is transferred or ~~the~~ rate of his **own** job, whichever is greater. **An** employee temporarily transferred for a period in excess of four **(4)** hours for his own convenience or because of reduction in the working force shall receive the rate of the job to which he is transferred.

18.03a) In the event of the death of a employee's father, mother, stepfather, stepmother, wife, husband, **sou**, daughter, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, stepbrother, stepsister, stepson or stepdaughter, ~~the~~ employee will **be** granted not more than **three (3)** working **days** leave of absence with pay ~~at~~ the employee's regular hourly rate.

b) In the event of the death of ~~an~~ employee's grandparent-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law, one (I) day leave of absence shall be granted with pay at the employee's regular hourly rate.

18.04 Any employee who is required **to** serve **as** a Crown witness or on a jury shall **be** paid the difference between the amount paid for such service and his regular hourly rate for the time lost from his regular scheduled work ~~shift~~ by reason of such service subject to the following provisions:

a) Employees must notify their foreman within a reasonable

time after receipt of notice of selection for jury duty and/or Crown witness;

- b) **An** employee called for **jury** duty and who is temporarily excused ~~from~~ attendance at court by 2:00 p.m. during working hours must **report** for work within a reasonable time.
- c) In order to be eligible for such payments, the employee must furnish a written ~~statement~~ from ~~the~~ appropriate public official showing the date and time served and ~~the~~ amount of pay received.
- d) Any employee called for **Jury Duty** or ~~as~~ a Crown Witness will be deemed to be on day shift for those days ~~that he~~ would normally be ~~at~~ work and for which he is **required** to attend **court**. The parties agree to discuss any anomalies to the above.

18.05 The Company shall pay employees ~~all~~ monies earned the previous week by Thursday. These monies will be deposited in ~~the~~ individual employee's bank account under ~~the~~ current pay deposit system.

18.06 If ~~the Staff Representative~~ wants to speak to ~~the local~~ Union President or Plant Chairperson about official Belden business, he shall advise the Plant Manager or his designated representative who shall then call the Union President or Plant Chairperson to an appropriate place where they may confer privately. These talks will be limited to ~~one~~ **(1)** hour and arranged so they will not unduly interfere with production at management's discretion.

18.07 The Company agrees to match, on a weekly basis, the employee contribution of one (1) cent per hour for all hours worked by employees in the bargaining unit and, prior to the fifteenth day ~~of~~ the month following, to remit such payments to the Humanity Fund, *care*

of the United Steelworkers, 234 Eglinton Ave. E., 7th Floor, Toronto, Ontario, M4P 1K7. The Company agrees to advise in writing both the Humanity Fund and the local union that such payment has been made and the amount of such payment.

18.08 If the Company closes its operation in Cobourg, Ontario, Canada, the Company will provide one week's pay for each year of service as severance for each employee with less than five (5) years continuous service who is not otherwise eligible to receive severance pay under the Employment Standards Act.

ARTICLE XIX - HEALTH AND BENEFITS

19.01 The Company agrees to provide the following health and benefits at no cost to the employees except as otherwise provided. Benefits cannot be changed unless by mutual agreement of the parties. The Company also agrees to provide the employees with detail booklets about the health and benefits plan. These benefits cease upon employee attaining age sixty-five (65) years.

- a) Life insurance and accidental death and dismemberment:
Effective November 7, 2005 - \$70,000
- b) Weekly Indemnity: 66-2/3% of the employee's basic weekly earnings (not including overtime pay or bonuses) the result adjusted to the nearest dollar subject to a maximum benefit equal to the maximum sickness benefit payable under Employment Insurance, or \$413 per week, whichever is greater, (up to thirty-nine (39) weeks, first day of accident or injury, first day of hospitalization in the event of sickness or accident, first day of booked (outpatient) surgery, and third day in the event of sickness where not hospitalized).

- c) Long Term Disability: Effective February 1, 1998
Commences 40th week (after W.I. expires)
66 2/3% of weekly earnings to the greater of \$2,200 per month or 80% of pre-disability earnings. (Maximum amount paid will include income from Government programs and Company employment.)
Duration: until recovery, age 65 or death.
- d) **The** cost of additional medical forms ~~for~~ Weekly Indemnity and Long Term Disability (excluding ~~the original~~ claim medical forms) will be borne solely by the Company.
- e) Any employee is eligible for the above benefits after sixty (60) working days with ~~the~~ Company-
- f) All claims should be submitted promptly.
- g) **The** Company pays ~~the~~ entire cost of the plan for the employees.
- h) For more detailed information of ~~the~~ plan refer **to** your Group Insurance Booklet.
- i) **The** Company is to receive the entire benefit of a reduction in ~~rates~~ or rebate under the Unemployment Insurance **Act for** implementation of the weekly indemnity plans and improvement provided herein.

Employees who continue to work after age sixty-five (**65**) are not eligible for benefits except **as** listed below. **The** benefits below **are** provided at no cost to the employee concerned except **as** otherwise provided
- (i) Company pension contributions **as** outlined in Article 19.03

- (ii) Life insurance - \$20,000
- (iii) Vision care **as** outlined in Articles 19.02 (c) and 22.01
- (iv) Dental benefits **as** outlined in Article 19.02 (b)

19.02 Plan for Medical, **Surgical**, Hospitalization ~~Care~~. Prescription Drugs and Dental Plan to include coverage for immediate family and common law relationships.

- a) Prescription Drugs:
Effective February 1, 2001, employees pay two dollars (\$2.00) for each prescription
100% Company paid

- b) Dental Plan: 100% basic coverage
Effective January 1, 2007 - 2006 ODA Rates
Effective January 1, 2008 - 2007 ODA ~~Rates~~
Effective January 1, 2009 - 2008 ODA Rates

Orthodontics: Effective November 6, 2006
Employees and dependants under age 19
60% benefit payment
Lifetime maximum \$2,000 each claimant
100% Company paid

- c) Vision Care: Once every two (2) years for employees and their dependents for corrective lenses through a service carrier of their choice:
Effective November 6, 2006 - \$200
Effective November 7, 2007 - \$210
Effective November 7, 2008 - \$225

Employees who exercise **this** benefit must do so to secure standard prescription safety **glasses as** described in Article 22.01 of **this** Collective Agreement and ~~will~~ not then **be**

eligible to submit a claim for prescription safety glasses under Article 22.01.

- d) Orthopaedics: Effective November 6, 2006
60% benefit payment
\$1,500 lifetime maximum
100% Company paid
- e) **Any** employee is eligible for the above benefits after ~~sixty~~ (60) working days with the Company provided enrolment cards are signed.

19.03 Pension Plan: Effective November 3, 1987 the defined benefit pension plan will be terminated and the present value of that benefit will be "rolled over" into an individual account retirement plan.

Effective November 6, 2006, ~~the~~ contribution rate for the individual account retirement plan will be **\$1.40 per** hour worked for all ~~labour~~ grades
Effective November 7, 2007 this will be increased to **\$1.50**
Effective November 7, 2008 ~~this~~ will be increased to **\$1.70**

Details of the individual account retirement plan will be ~~as~~ agreed to in the pension agreement dated November 8, 1987 ~~as~~ revised and restated effective September 24, 1993.

The Company agrees that it will make available ~~an~~ employee contribution feature to the individual account retirement plan. Employees will be allowed to contribute in **\$.10 per hour increments (\$.10, \$.20, etc.)** up to maximum of **\$3.00 per hour** worked on a pre-tax basis. It is mutually understood and agreed that if any changes occur in any Canadian legislation and/or regulations that would result in any liability to ~~the~~ Company under this Memorandum of Understanding, the Company may either terminate or modify the agreement in this Memorandum.

It will be ~~the~~ individual employee's responsibility to monitor their contributions so that their legal maximums ~~are~~ not exceeded. The Company will not be liable if the employees exceed their legal maximum contribution.

19.04 Effective December **10, 1994** employees will contribute \$10.00 per month towards benefits.

19.05 In ~~the case of an~~ absence of an employee on Workers' Compensation or Weekly Indemnity, the Company will continue to pay health benefits. In ~~the case of~~ an employee who is absent for any other reason for a period in excess of one (1) complete calendar month, the Company shall not be liable to pay any of the premiums provided herein.

ARTICLE XX - MINIMUM RECOMPENSE

20.01 **An** employee reporting for work ~~as scheduled~~, unless previously notified not to report, and for whom no work at his regular job is available, shall be offered ~~at~~ least four **(4)** hours employment in other work at the employee's applicable rate of pay, or at ~~the~~ Company's option will be paid four **(4)** hours pay at his applicable rate of pay in lieu of work. Without limiting the giving of notice by any other method, a notice posted on the Bulletin Boards of the departments concerned, prior to quitting time of ~~the~~ previous working day, shall be considered sufficient notice for the purpose of this Section.

20.02 Section **20.01** shall not apply if the failure to receive notice was caused by the employee's absence on the previous day, or if the failure to provide work is caused by reason of work stoppage, machinery breakdown, fire, flood, power failure, labour dispute, acts of God and other like causes. If an employee is absent the previous day because of schedule change, the Company will make an attempt to notify him.

ARTICLE XXI - EMERGENCY CALL-IN

21.01 Employees called in for any emergency work without any prior notice shall be guaranteed three (3) hours of work, or ~~at the~~ Company's option shall be allowed three (3) hours of pay at such employee's applicable rate. Emergency call-in for maintenance employees will be reimbursed at ~~the~~ rate of fifty cents (\$0.50) per kilometre, plus forty dollars (\$40.00) disruption allowance. In cases where **overtime** applies, only time actually worked by such employee will be considered ~~in~~ calculating overtime premiums.

ARTICLE XXII - SAFETY GLASSES, CLOTHING AND TOOL ALLOWANCE

22.01 The Company agrees to supply each newly hired employee, at no cost to that employee, one pair of regular safety **glasses**.

Employees requiring prescription safety glasses **will** receive from ~~the~~ Company, an allowance towards ~~the~~ cost of one pair every two (2) years of standard American Optical Company/Cabot Safety prescription safety glasses that shall be supplied through the Company.

Safety Glasses Allowance:
100% of cost (AOCO/Cabot Safety)

- or -

Employees may opt instead to **secure** prescription safety glasses under the Vision Care benefit noted in Article **19.02 (c)** of this Collective Agreement, but not both.

The Company agrees to replace, at no cost to the employees:

- a) Worn-out regular safety glasses; or
- b) Regular safety glasses and prescription safety glasses which were broken on ~~the~~ job providing the employee presents evidence ~~as~~ to the ~~facts~~ surrounding such breakage. ~~The~~ Company will not pay for any retesting in the case of such replacement of prescription glasses. If new frames or a different quality of ~~glasses are requested, the~~ selection of such is subject to the approval of the Company.

22.02 Clothing: Coveralls to be supplied by the Company. \$100 per year for ~~summer~~ pants/shirts will be provided for Maintenance skilled trades to be paid annually on May 1st.

22.03 Tool Allowance: The Company will contribute towards ~~the~~ purchase of worn out tools, lost tools or job related new tools up to ~~the~~ amount shown in ~~the~~ following schedule:

Machine Operators	- \$ 50.00 per year
Tool & Die Maker	- \$335.00 per year
Machinist	- \$285.00 per year
Mechanic	- \$235.00 per year
Electrician	- \$235.00 per year
Welder/fitter	- \$210.00 per year
Tool & Die Maint.	- \$210.00 per year
Facility Maint., Level I	- \$135.00 per year
Materials Specialist	- \$ 50.00 per year

Apprentices shall be paid the tool allowance applicable to their trade.

Prior authorization of the Maintenance Supervisor is required and proof of replacement of worn out tools.

22.04 Safety Shoes: **The** Company agrees to pay all employees who have completed their probationary **period**, \$125.00 towards the cost of one (1) pair of safety shoes per year.

Employees in classifications: Breakdown, **Armour**, Braider, Intermediates and Maintenance Trades will be eligible for up to two (2) pair per year.

ARTICLE XXIII - SAFETY COMMITTEE

23.01 **The** parties mutually agree to contribute to **the** preservation and continuance of the **agreed** Safety Program **as** outlined in **the** Statement of Policy on Occupational Health and Safety.

The program shall be given to each employee and be permanently displayed on Bulletin Boards. **The** parties agree to abide **by the terms** and conditions of the Ontario Occupational Health & Safety Act.

When the Company is **required** to submit a Form 7 to the WSIB, the Company **agrees** to provide the Union Co-Chair **of** the Joint Health & Safety Committee with a copy of **the** Form 7 and the Supervisor's Accident Report within seven (7) days from the date of the accident **or** injury.

23.02 Whenever a Health and Safety Inspector or **a** W.C.B. Rehabilitation Officer are on the property they will be accompanied by a bargaining unit Safety Committee member who will be given copies of any **reports** filed by such Inspectors or officers. In the case of the W.C.B. Rehab. Officer, the affected employees' written consent will be required.

23.03 Notwithstanding the provisions **of** the Occupational Health and Safety Act, a worker may refuse to perform any work that **he has** reason to believe **is** likely to endanger himself or someone else. No employee will suffer loss of wages or be subject to discipline for exercising this right in **good** faith.

ARTICLE XXIV - UNION SECURITY

24.01 The Company shall deduct from the pay of each member of the bargaining unit, weekly, such union dues and fees ~~as~~ prescribed by ~~the~~ Constitution of the Union.

- a) ~~The~~ Company shall remit the amounts so deducted, prior to ~~the~~ fifteenth (15th) day of the month following, by cheque, ~~as~~ directed by the Oshawa Area office, payable to ~~the~~ International Treasurer.
- b) The monthly remittance shall be accompanied by a statement showing the names of each employee from whom pay deductions have been made and the total amount deducted for ~~the~~ month. Such statements shall also list ~~the~~ names of ~~the~~ employees from whom no deductions have been ~~made~~ and the reasons why, along with any forms ~~required~~ by the International Union.
- c) The Union ~~agrees~~ to indemnify and save the Company harmless against all claims or other forms of liability that may ~~arise~~ out of, or by reason of, deductions made or payments made in accordance with this Article.
- d) The Company agrees to record total union dues deductions paid by each employee on their T-4 Income ~~Tax~~ Receipt.

ARTICLE XXV - DRIVERS

25.01 The terms and conditions set out in Appendix "B" hereto in regard to drivers shall form a part of this Agreement.

ARTICLE XXVI - LEAVE OF ABSENCE

26.01 The Company will grant a leave of absence if an employee requests it in writing from the Management and if the leave is for good reason and will not unreasonably interfere with the efficient operation of the plant. In the event that an employee requests an extended leave of absence without pay to participate in International Union activities as an Officer or employee of the Union, and such request is received in writing one (1) month in advance, the Company shall give due consideration to such request in light of the circumstances then existing and which are reasonably contemplated to be in existence during the term of such leave. The period of such leave shall not exceed one (1) year, except for leaves of absence granted for serving in a union office in which case the leave would be for the term of Office and for the purpose of this agreement seniority shall not be deemed to be broken during this period but all other rights and benefits under this contract shall cease.

26.02 The Company will grant leave of absence without pay to not more than six (6) employees to attend Union business for a period or periods not exceeding in the aggregate:

·100 days in 2007

·110 days in 2008

·125 days in 2009

provided this shall not interfere with the efficient operations of the plant.

The Company agrees to continue to pay an employee absent from work on Union business which is not paid for by the Company as provided from elsewhere in this agreement, and the Union shall reimburse the Company for such wage payment upon receipt of a quarterly statement. The Union agrees to submit payment within thirty (30) days of receipt of the quarterly statement.

26.03 The Union agrees to provide the Company, when practicable, with at least two (2) weeks written notice for a leave of absence and the Company agrees to respond in writing within seven (7) days when practicable.

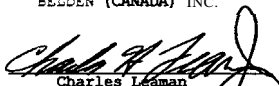
ARTICLE XXVII - TERMINATION

27.01 This Agreement shall become effective on the 7th day of November 2006, and shall remain in full force and effect until the 6th day of November 2009, and from year to year thereafter unless written notice of intention to terminate or amend this Agreement is given by either party to the other not more than ninety (90) days before the date of its termination.

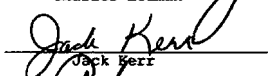
EXECUTED on the 2nd day of November 2006.

BELDEN (CANADA) INC.

UNITED STEELWORKERS


Charles Leaman

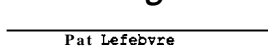

Mohamed Barak


Jack Kerr


Brett Hubbard

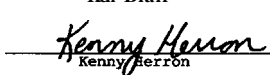

Pat Hannigan


Bill Downes


Pat Lefebvre


Rob Rom


Ken Blair


Kenny Herron

APPENDIX “ A WAGE SCHEDULE

Classification	Nov. 6/06	Nov. 7/07	Nov. 7/08
General Factory 1	\$18.56	\$19.26	\$19.96
General Factory 2	\$19.70	\$20.40	\$21.10
Manufacturing Specialist, Level I	\$20.76	\$21.46	\$22.16
Manufacturing Specialist, Level II	\$21.21	\$21.91	\$22.61
Materials Specialist, Level I	\$20.40	\$21.10	\$21.80
Materials Specialist, Level II	\$21.21	\$21.91	\$22.61
Utility Operator	\$21.61	\$22.36	\$23.11
Maintenance Electrician “A”	\$26.38	\$27.08	\$27.78
Maintenance Mechanic “A”	\$26.38	\$27.08	\$27.78
Maintenance Machinist “A”	\$26.38	\$27.08	\$27.78
Tool & Die Maker	\$27.00	\$27.70	\$28.40
Mechanic, Level I	\$28.17	\$28.87	\$29.57
Mechanic, Level II	\$28.62	\$29.32	\$30.02
Electrician, Level I	\$28.17	\$28.87	\$29.57
Electrician, Level II	\$28.62	\$29.32	\$30.02
Tool & Die Maker, Level I	\$28.84	\$29.54	\$30.24
Tool & Die Maker, Level II	\$29.29	\$29.99	\$30.69
Tool & Die Maintenance “A”	\$22.20	\$22.90	\$23.60
Tool & Die Maintenance, Level I	\$23.90	\$24.60	\$25.30
Driver	\$20.15	\$20.85	\$21.55
Maintenance Stores, Level I	\$19.70	\$20.40	\$21.10
Facility Maintenance, Level	\$19.70	\$20.40	\$21.10

Extruder Operators Premium - \$0.25 per hour

- a) The Company **agrees** that the establishment of any new classification shall be on the basis of fairness and equity and will apply only to newly created jobs and any present classification will only be revised due to a significant change

in job structure and any rate changes because of this revision and establishment of new classifications will be consistent with the rate structure of Appendix "A"

- b) Apprentice rate to be based on a percentage of the journeyman rate of 75% first year of apprenticeship, 85% second year of apprenticeship, 88% third year of apprenticeship and 90% fourth year apprenticeship.
- c) If for any reason cellular manufacturing ceases to be a viable operation and the Company decides to return to the traditional way of manufacturing, the parties will meet to negotiate wage rates consistent with the job titles in Appendix "A" of the Collective Agreement dated November 7, 1994 to November 6, 1997, between Belden (Canada) Inc. and the United Steelworkers of America, Local 7175.

APPENDIX "B" DRIVERS

HOURS OF WORK AND BREAK PERIOD

Hours of work for all drivers and mechanics shall be as the delivery and pickup schedules and/or demand requires.

Overtime at the rate of ~~time~~ and one-half shall be paid for all work performed in excess of forty-four (44) hours in the week, for hourly-rated drivers only, which shall be calculated to exclude ~~time~~ taken for lunch as provided hereinafter.

It is agreed that the Company allows two (2) fifteen (15) minute periods for coffee break and a thirty (30) minute period for lunch without deductions of pay, for every twelve (12) hour period.

The drivers shall report for work according to the schedule ~~posted~~ at the bulletin board in the Plant, ~~at whatever time the~~ Company finds right to do ~~the~~ deliveries and pickups to the Company's best advantage.

Any driver reporting to work and punching his ~~card~~ is, in a case where his ~~truck~~ is not loaded and ready, requested ~~to~~ assist ~~the~~ Shipping Department in loading, readying ~~the~~ equipment or any other chores deemed necessary. In ~~case~~ of emergency the Company shall have ~~the~~ right to reschedule.

The Company agrees to provide uniforms for ~~the use~~ of the drivers after one year's service at cost not to exceed one-hundred & fifty dollars (\$150.00) per year.

The Company ~~will~~ pay for cleaning drivers' uniforms to a maximum of six dollars (\$6.00) per week, on submission of dry-cleaning receipts.

~~The~~ following provisions and ~~rates~~ shall apply when any driver ~~operates~~ a tractor-trailer:

- | | | |
|----|--|---------------|
| a) | Single Axle Tractor | 34.28cts/mile |
| b) | Tandem Axle Tractor | 34.84cts/mile |
| c) | The first drop
or pickup | \$24.44 |
| | Additional drops
or pickups | \$20.75 |
| d) | Time spent due to breakdown or repairs will be paid in accordance with the hourly rate herein. Refuelling and daily maintenance check of tractor-trailers included in the per mile rate above. | |

SUPPLEMENTAL AGREEMENT

Company agrees to pay ~~the~~ cost of publication of 500 Contract booklets to ~~be~~ supplied to the Union. The Company also agrees that these copies will be available to the Union within 60 days from ~~the~~ date the Union representatives have ~~returned~~ the final proof to ~~the~~ Company.

CELLULAR MANUFACTURING AGREEMENT

Preamble

1. This Agreement will form part of the Collective Agreement and will define the methodology and provide guidance in the implementation of cellular manufacturing. ~~The~~ intent of the parties ~~is~~ to ~~use~~ regular monthly Union/Management ~~meetings as the~~ means of achieving agreement on cellular manufacturing. However, if ~~the Parties are~~ unable to agree ~~after~~ reasonable efforts to do so, ~~the~~ Company may, pursuant to Article III of the Collective Bargaining Agreement, implement those decisions it ~~deems~~ necessary to achieve cellular manufacturing objectives. The Union has the right, pursuant to Articles VII and IX of ~~the~~ Collective Bargaining Agreement, to grieve and arbitrate those decisions by ~~the~~ Company that ~~are~~ alleged to violate either the Collective Bargaining Agreement or ~~the~~ Cellular Manufacturing Agreement.

Preface

2. Today's workplace is changing. Some changes lead to new and different roles for unions and management.
3. Work reorganization includes such things ~~as~~ worker or employee involvement ~~and~~ empowerment, participatory management, quality programs, job restructuring and work teams. Cellular manufacturing shall involve all of these.

4. The Company and Union are prepared to actively participate in work reorganization. If properly implemented, work reorganization will lead to many benefits, including increased job security, greater responsibility and involvement of shop floor workers, better training, increased compensation, better quality, greater flexibility, profitability and customer responsiveness. It is only when all parties **are** actively involved that the positive potential of work reorganization **will** be fully developed, and **the** negative consequences be minimized or eliminated.

5. The Company recognizes ~~that~~ the Union plays **an** integral role in cellular manufacturing, therefore ~~the~~ Union, **as an** equal partner in cellular manufacturing and consistent with it's charter, may participate in making recommendations for:

- a) Purchase and installation of new machines and equipment and designs of new equipment and processes.
- b) Training of employees, selection of instructors, design of courses and training needs assessment.
- c) Cellular manufacturing design.

6. The strategies to achieve success include the following:

- a) develop a well trained multiskilled work force
- b) invest in new technology designed to enhance process capabilities and plant productivity
- c) provide an environment where, through innovation and creativity, employees **can** assume greater responsibilities in the workplace
- d) establish a participatory management style encouraging open communication with all employees, with ~~the~~ understanding ~~that~~ agree-

ments **are** through their bargaining agent

e) written communication to the community at large will be discussed prior to issuance to determine whether joint communication by Management and the Union might be the more effective method advising those concerned

f) emphasize **a** focus on customer service assuring delivery of quality products with reduced lead times.

7. Manufacturing cells will be staffed by teams of multiskilled specialists supported by maintenance and general factory classifications. The Company agrees that it will give priority to its **own** employees to meet production requirements in **the** plant.

8. Training opportunities for multiskilled job classifications will be offered to General Factory employees in order of seniority **as** opportunities arise.

9. The first step toward multiskilling **as** either a Manufacturing Specialist or Materials Specialist will require **the** demonstration of two skills.

10. For the Manufacturing Specialist these skills will include Braiding **process**, Cabling process, Drawing process, Extrusion process, Bunching process, and Armouring process.

11. For the Materials Specialist these skills will include Shipper/Receiver and Work-In-Process. These skills will qualify the employee for Level I.

12. In order to qualify for Level II in Materials the following skills must be attained: Plastic Compound **Silo** system, Customer Complaint Resolution (shipping only), Steam Tunnel operation, Cycle Count

and Reconciliation, and Purchasing/Receiving (non-inventory items).

13. Employees who have worked ~~as~~ a Final (Packaging) Rewind Operator ~~or~~ Rewind/Print Line Operator (exclusive of Copper Rewind) ~~will~~ receive credit for one (1) skill applicable only ~~to~~ Level I status if ~~they~~ have met all of the following criteria:

- a) were hired prior to January ~~1, 1994~~
- b) worked in either of the above noted capacities for a cumulative period of ~~three (3)~~ months ~~or~~ more between January ~~23, 1993~~ and November ~~6, 1994~~ and
- c) can demonstrate, without training, ~~the~~ ability to ~~run at~~ least ~~three (3)~~ Final Rewind machines or ~~the~~ Rewind/Print Line.

14. For these affected employees ~~to~~ advance ~~to~~ Level II status, two (2) additional skills will be required. The Rewind/Print Line and Final Rewind ~~jobs~~ will not be available for ~~future~~ training opportunities.

15. Attainment of Level I for the Manufacturing Specialist will be demonstration of the ability to perform two (2) of ~~the~~ above listed applicable skills. Attainment of Level II for the Manufacturing ~~Special-~~ist will be demonstration of ~~the~~ ability ~~to~~ perform three (3) of the above listed applicable skills. Wherever possible, Level I and Level II training will be done in the employee's assigned cell.

16. Skills ~~may~~ become obsolete or redundant from ~~time~~ to time because of changes in technology or movement of equipment. This will only apply if the skill is removed from the Cobourg facility. When this occurs, the Company will provide to the affected employees one (1) opportunity to replace that skill within one (1) year from the ~~time~~ a skill becomes obsolete or redundant. Within this one (1) year period the affected employees will retain their Specialist classification and rate of

pay.

If the Company cannot provide a training opportunity to ~~the~~ affected employees, they shall retain their Specialist classification and rate of pay until such time ~~as~~ the opportunity to train ~~arises~~ and is completed. Should an employee refuse the opportunity to train in ~~an~~ alternate skill or fail to successfully complete the training for the replacement skill, the employee's Level will be reduced in line with ~~the~~ skills maintained and pay rates will be adjusted appropriately. However, this will only take place if both parties have discussed and exhausted viable alternatives.

17. If ~~the~~ Company cannot provide a training opportunity to the affected employees, they shall retain their Specialist classification and rate of pay ~~until~~ such time ~~as the~~ opportunity to train ~~arises~~ and is completed. Should an employee refuse the opportunity to ~~train~~ in ~~an~~ alternate skill, or fail to successfully complete the training for replacement skills, the employee's Level will be reduced in line with the skills maintained and pay rates will be adjusted accordingly.

18. Following attainment of Level I ~~status~~ additional training programs as recommended by Management and ~~the~~ Union will be developed to ensure ~~the~~ continued update of knowledge ~~as~~ technology evolves. It would be expected that in order to retain the status of "Specialist" these update training programs would have to be taken and successfully completed.

19. ~~The~~ Company will provide any employee who ~~has~~ not worked a minimum of 36 hours on a machine (in the employee's skill complement) within the last six (6) months with three (3) shifts of refamiliarization training prior to assigning the employee to work on this machine.

20. When training needs ~~are~~ identified by the Company, skill completion and/or skill replacement opportunities will be offered to em-

ployees within the Cell, and on the ~~shift~~, on a seniority basis. Declining to accept such an offer. or failing to complete the training, will result in ~~the~~ employee's Level and rate of pay being adjusted appropriately.

21. When training needs cannot be met through completion or replacement training within a ~~Cell~~, on a shift, training opportunities will be offered by seniority in ~~the~~ Cell ~~to~~ the employee who ~~has~~ not achieved Level II.

22. The employees will ~~retain the~~ current pay and level until he/she is afforded the opportunity to replace their skills with the new ~~matrix~~.

23. Newly hired employees will come into ~~the~~ General Factory 1 classification. Employees may then ~~progres~~to General Factory 2, Level I and Level II, depending on need, and at the discretion of the Company.

24. Training opportunities will ~~be~~ assigned to General Factory employees in order of seniority.

25. Employees hired after the ~~date~~ of ratification who ~~are~~ unsuccessful in attaining Level I ~~status~~ under ~~the~~ Skills ~~Matrix~~, such employee ~~will~~ be laid off in accordance with ~~the~~ terms of Article XV until such time as an opportunity is available to train to Level I in a different skill.

26. The Company will maintain ~~three~~ (3) General Factory 1 positions (one (1) in Materials and ~~two~~ (2) in Manufacturing). These three (3) individuals will not be laid off out of seniority provided the employee(s) has the skill and ability to perform the work available. ~~The~~ three (3) positions will be reduced as these named individuals leave the Company or move to a Specialist category.

27. An employee who takes it upon himself to learn additional skills in ~~his~~ current Cell, on ~~his own~~, will be provided with a demonstra-

tion period of twenty-four **(24)** hours, or such shorter time **as** may be agreed by the Facilitator and the demonstrator. Such requests to demonstrate must first be submitted in writing to the Training Coordinator.

28. When an employee achieves **two (2) skills** he will enter the Specialist classification and layoff from that classification will be by seniority.

For the purposes of layoff and recall from layoff, Manufacturing Specialists and Materials Specialists **are** considered to be one classification and seniority shall govern.

29. One of the objectives of work reorganization will be to find ways to preserve employment and to create new jobs where possible. Work reorganization will be based on an understanding that if productivity improvements lead to workforce reductions, alternatives to job elimination will be fully and completely explored.

30. No employees with twelve (12) months or more of service will be laid off without the prior involvement of the Union Bargaining Committee. In making its recommendations the committee will consider the available workload and all reasonable alternatives to layoff.

31. Any layoffs will start with the General Factory 1 classification. If there **are** to be more layoffs, they will continue into the General Factory 2 classification. **These** layoffs will be done by seniority. Employees who have achieved the age of sixty (60) and ten (10) years of service will be allowed to bump by seniority into a Specialist classification, provided they have held such classification within the previous three (3) years and they have **the** skills and ability to perform the job with two (2) weeks update training.

32. Employees who have the armouring skill will receive a premium of \$1.00 per hour to perform welds on **armour** strip. Employees

who have the extrusion skill will receive a premium of \$0.45 per hour to ~~perform~~ Zetabon welds. This premium will be added to the qualified employees' base rate.

33. All employees will be paid ~~their~~ new rate of pay ~~the~~ day following ~~the~~ employee being signed off in the ~~case~~ of internal training, or upon receipt by ~~the~~ Training Coordinator from ~~the~~ employee of ~~his~~ certification in the case of external training.

MAINTENANCE SERVICES

34. Maintenance **services** will be staffed by a team of Maintenance Technologists. ~~This~~ team will provide ~~the~~ technical resources to ~~both~~ maintain existing facilities and introduce **new** technical advances into our operation.

35. In developing this Maintenance Technologist classification, care will be taken to avoid undermining ~~the~~ knowledge base of any particular trade that traditionally ~~has~~ existed in the maintenance group. The training programs ~~will~~ be designed to enhance ~~existing~~ **skills** and broaden skills into new areas ~~in~~ order ~~to~~ allow work to be ~~performed~~ more effectively. Training programs will be tailored to meet ~~the~~ needs of the Company and each individual maintenance tradesperson.

36. Maintenance employees hired into any trade will require a Provincial Certification where applicable. ~~All~~ new maintenance employees will be hired at the entry level rate for his trade. At ~~the~~ end of ~~six~~ (6) months, the employee will move to the Level II pay rate for ~~his~~ trade.

37. All Maintenance employees will be expected to successfully complete ~~the~~ training necessary to ~~perform~~ their jobs as technology evolves. The company and the union will discuss training needs ~~and the~~ company will provide the required training.

38. Effective November 6, 1994 qualification of any maintenance trade (primary skill) will require the attainment of an Ontario Provincial Certification where applicable.

39. Apprentices who write their first, second, third or fourth year apprenticeship examination and fail shall be given all other opportunities according to government guidelines to repeat. If they fail all other opportunities, in any year of the apprenticeship program, they shall be placed back into production.

40. Employment in the skilled trades shall be limited to maintenance technologists, journeymen (millwrights, electricians and other trades), apprentices and other maintenance related skills.

41. Maintenance training towards the attainment of Level II Maintenance Technologist will commence no later than March 16, 2001 and should be completed within a ~~three~~ (3) year ~~period~~ from that date for all maintenance employees hired prior to January 6, 2001.

42. Opportunities for training will be offered on ~~the~~ basis of maintenance employee seniority. Employees with ~~the~~ most seniority will be offered ~~the first~~ opportunity to participate in ~~this~~ training. If the senior-most maintenance employee refuses the training opportunity it will be offered to ~~the next most~~ senior maintenance employee. (~~Opportunities~~ for apprenticeships will be offered on ~~the~~ same basis.)

43. Maintenance employees who refuse the training opportunity when offered, by seniority, or employees who do not successfully pass the requirements of the course(s) will be allowed a total of two (2) opportunities to pass ~~the~~ final examination. Two (2) refusals or failures by an employee will relieve the Company of the responsibility for any further upgrade training. Maintenance employees will not be allowed to participate in the ~~same~~ Company sponsored/paid course more than once.

44. All training opportunities for both Level I and Level II maintenance training will be selected from those courses listed in Appendix "C". The program outlines for Level II training will remain open to allow for ~~the~~ insertion of applicable courses that will benefit ~~both the~~ Tradesperson and ~~the~~ Company. Any proposed new courses will require the approval of Management and ~~the~~ Union prior to any enrollment or participation by maintenance employees.

45. In the event of a layoff, the most senior person will be retained to complete the work available provided that employee possesses a valid and appropriate Ontario Provincial Certificate, or has been recognized by the company as holding this certificate, to perform ~~the~~ required work.

46. If ~~the~~ Company intends to ~~hire~~ an apprentice in a Maintenance classification, consideration will be given to current employees who possess accredited apprenticeship status in the trade where the vacancy exists.

47. If an employee is accepted as an apprentice ~~they~~ shall have to pass the Ontario government qualifications of the Skilled Trades and Apprenticeship Act. If he fails ~~these tests~~ he shall return to his former classification at the applicable rate of pay. He shall ~~further~~ be prohibited from bidding as an apprentice for ~~the~~ duration of the collective agreement.

48. ~~The~~ Company agrees that it will give priority to its own employees in performing skilled trades maintenance and service work in the plant, providing the Company has the manpower, skills, equipment and facilities to do so and the work can be performed to required specifications within projected time limits.

SUMMARY

49. In summary, ~~the~~ following classifications, (exclusive of Maintenance Technologist) with ~~the~~ skills required listed below. ~~are~~ described by this document.

GENERAL FACTORY 1

50. This classification is for those employees who have not acquired any of the skills listed in the Skills Matrix, but who will be expected to ~~perform~~ those functions listed in #55 in addition to completing expected training.

GENERAL FACTORY 2

51. This classification is for those employees who have acquired one (1) skill listed in the Skills Matrix. ~~These~~ employees will be expected to perform ~~those~~ functions listed in #55 in addition to completing ~~expected~~ training.

MATERIALS SPECIALIST

52. Shipper/receiver
Work-in-process

MANUFACTURING SPECIALIST

53.(a) Braiding Process
Cabling Process
Drawing Process
Extrusion Process
Bunching Process
Armouring Process

(b) **LEVEL I**

This classification is for those employees who have acquired two (2) of the skills listed in ~~the~~ Skills Matrix. These employees will be expected to ~~perform those~~ functions listed in #55.

(c) **LEVEL II**

This classification is for ~~those~~ employees who have acquired ~~three~~ (3) of the skills listed in ~~the~~ Skills Matrix. These employees will be expected to ~~perform those~~ functions listed in #55.

54. The following list of additional functions ~~are~~ representative of job duties which ~~are~~ not within ~~the~~ scope of multiskilling but ~~are~~ examples of the ~~types~~ of duties any employee may be expected to ~~perform:~~

Minor Maintenance
Quality Assurance
Forklift (qualified)
Packaging
Scrap processing
Test (BX, HV, electronic - qualified)
Regrind
Real ~~time~~ data entry (MRPII)
Lagging
Final (Packaging) Rewind
Rewind/Print Line
Copper Rewind
Evaporation System

Employee Involvement

55. Any employee affected by cellular manufacturing will ~~be~~ given an opportunity for input through sub-committees established by

~~the~~ Union and the Company.

56. All employees appointed members of Company-sponsored **Committees** will be paid at ~~the~~ appropriate rate for attendance at scheduled **Committee** meetings.

57. The appointment of these affected employees ~~will~~ be on ~~the~~ basis of the willingness of the affected employee to participate in ~~the~~ process.

58. The sub-committees will address issues such ~~as~~ process development, scheduling, training, plant layout, job content, descriptions, location and composition of cells, etc., and make recommendations to Management and the Union for its consideration.

59. Increased multiskilling ~~through~~ appropriate training is ~~the~~ goal of both the Company and ~~the~~ Union. Specific training objectives include:

- a) Training must be an integral part of every ~~job~~;
- b) Training should be developmental and deepen the employees' knowledge;
- c) Training should emphasize skills which ~~are~~ widely applicable and include specific jobs;
- d) Training ~~will~~ be designed in ways that will consider the culture, age, gender, and educational background of the workforce;
- e) Workplace training programs will be reviewed by Management and the Union and, where applicable, they will recommend appropriate courses of action;

f) If Management and the Union agree on training, such training will be at Company expense.

60. The Company and Union also recognize that external factors may impact the workforce during economic downturns. Actions such as the following will be considered to lessen that impact.

a) Reasonable levels of inventory of selected finished products will be accumulated during market declines, to be sold as the market rebounds.

b) Minimum levels of overtime will be worked to handle exceptional circumstances in accordance with Article XII.

c) To maximize the opportunity for re-employment in the event of layoff, the training programs referred to above would be designed so as to provide opportunities to broaden the general technical abilities of all employees.

d) Implement a Government Sponsored Work Sharing program if deemed feasible by Management and the Union.

e) Only programs that are consistent with the collective agreement may be implemented. Work reorganization will not result in the development of structures which replace or bypass traditional union functions and structures or which undermine fundamental contractual rights.

f) Discipline and related responsibilities will remain a Company responsibility. Work reorganization will be designed to foster cooperation among workers and greater group cohesion in the workplace.

61. It is understood that when employees multiskill and are compensated for such the Company gains flexibility by being able to make

use of these newly acquired skills.

62. No committee of any kind, in the plant, with bargaining unit ~~members~~ will be ~~formed~~ without the approval of the Union. It is not the intent of this article to limit the participation of ~~bargaining~~ unit members in process improvement teams.

63. Any employee that is called upon or required to train or represent the Company outside Company premises will be paid their regularly scheduled shifts. Days not regularly scheduled ~~will~~ be paid at eight **(8)** hours day rate pay.

Date: November 2, 2006

To: United Steelworkers, **Local** 7175

From: Jack Kerr, Plant Manager

Subject: LETTER OF UNDERSTANDING FOR
ERGONOMICS RECOMMENDATIONS

This letter of understanding is to document ~~the~~ Company's support to develop ergonomic improvements in the workplace by assigning appropriate ~~task~~ force groups to address specific ergonomic issues recommended by the Joint Health & Safety **Committee**.

We **are** committed to the principle that no job or ~~task is~~ so important ~~that~~ it cannot be **performed** without taking full account of the **safety** and health **risks** involved and protecting against these risks by taking every precaution reasonable in ~~the~~ circumstances.

Date: November 2, 2006

To: United Steelworkers, **Local** 7175

From: Jack Kerr, Plant Manager

Subject: LETTER OF UNDERSTANDING
- RETIREMENT SAVINGS PLAN

The Company **agrees to** facilitate employees' voluntary participation in a Retirement Savings Plan through London Life.

All full time employees covered by the Collective Agreement are eligible to join and will be required to complete forms obtained in **the** Human Resources Department.

The terms and conditions, rules and regulations of **the** Plan will be set out by London Life and the Company will exercise no control.

The Company assumes no responsibility other **than** forwarding payroll deductions to London Life **as** authorized by participating employees.

Date: November 2, 2006

To: United Steelworkers, Local 7175

From: Jack Kerr, Plant Manager

Subject: LETTER OF UNDERSTANDING FOR
MAINTENANCE, CELLULAR AND
MATERIALS OVERTIME

This Letter of Understanding is to document the Company's intent to use the attached Maintenance, Cellular and Materials overtime procedures for overtime administration. The Company also agrees to abide by the call-in list provided.

Att'd. 3

ATTACHMENT 1 : MAINTENANCE OVERTIME

For the purpose of fair overtime distribution in the Maintenance Department the following will apply:

Hours worked will not exceed sixteen (16) hours in a 24-hour **period**.

Step I:

Any overtime to cover full continental shifts will be done via the call-in board.

Step 2:

Any scheduled (non-emergency) overtime that is not a full continental shift will be offered to the person with the lowest hours on the overtime list at ~~the~~ time such overtime is offered.

Step 3:

All other overtime will be offered to ~~the~~ person with the lowest hours under ~~the~~ following conditions:

- (a) Employees at work (with the least overtime hours) ~~will~~ be offered emergency overtime before it is offered to employees ~~on an~~ emergency call-in basis.
- (b) The employee with the lowest hours at ~~the~~ start of a given work week will be deemed the person with the lowest hours for the entire work week.
- (c) Only one (1) emergency call-in will be allowed per person per day unless the rest of the call-in list ~~has~~ been exhausted and there is still work required.

Absence:

1. If a person on 40-hours per week is absent during the week they will still be eligible for overtime the remainder of the week.
2. Article 12.06 (h) will apply for continental shift employees absent during the week.
3. If an employee is absent for any reason when overtime is being requested, it will be considered a refusal.

Refused Overtime:

When a 40-hour person refuses Friday night overtime, he will be asked again for Saturday after the apprentices in the group, if necessary.

This overtime distribution will be in effect as long as the Company stays in the current job rotation (e.g. 12-hour shifts and project crew). If the Company reverts to a three shift, forty-hour schedule, the Union and the Company will meet and adjust the maintenance overtime accordingly.

ATTACHMENT 2: CELLULAR OVERTIME

EFFECTIVE JANUARY 1, 1996, THE FOLLOWING SEQUENCE FOR REQUESTING OVERTIME WILL BE IMPLEMENTED:

STEP 1. Ask the person in the ~~Cell~~ who is performing the function, on the shift ~~required~~, with ~~the~~ least hours of overtime logged. (Note: ~~This~~ is NOT machine specific.)

STEP 2. Ask anyone in the Cell qualified to perform the function, on the shift required, with the least hours of overtime logged.

STEP 3. Ask anyone in ~~the~~ Cell qualified to perform the function, ~~on~~ any shift, with the least hours of overtime logged.

STEP 4. Ask anyone in ~~the~~ plant qualified to ~~perform~~ the function with the least hours of overtime logged.

MISCELLANEOUS:

(a) Overtime on weekends will, whenever possible, be requested on a **full** shift basis before any partial shifts are permitted.

(b) No sixteen (16) hour shifts will be permitted unless **all** other steps **are** exhausted.

ATTACHMENT 3: MATERIALS OVERTIME

The Materials group consists of ~~six~~ (6) pairs in ~~three~~ (3) groups of Materials Specialists ~~as~~ follows:

Group 1: Teams A and D

Group 2: ~~Teams~~ B and C

Group 3: Teams E and F

When working, the groups will be servicing either Internal Customers (Manufacturing) or External Customers (Shipping and Receiving).

1. When working the Shipping and Receiving functions, overtime on Monday through Friday will be handled by the ~~Teams~~ assigned to that job function during the same period. Overtime will be requested in four ~~(4)~~ hour increments only.

If additional overtime is required beyond what the Shipping and Receiving Teams ~~are~~ able to cover, a request for additional overtime will be made of the person with ~~the~~ least overtime hours who is available to work. 'Available to work' is defined as the person who is:

- (a) not finishing a twelve (12) hour shift;
- (b) not currently working a twelve (12) hour shift;
- (c) not commencing a twelve (12) hour shift.

Overtime required on Saturday or Sunday (Shipping and Receiving function) will ~~be~~ offered to the person with the least overtime hours who is available to work, ~~as~~ noted above.

2. Overtime required to fill a vacant ~~shift~~ on the Continental operation will be offered using the ~~same~~ rules noted above re eligible employees and request sequence, however, overtime will be requested for twelve (12) hours, six (6) hour split overtime ~~shifts~~ to be allowed if all four (4) members of the appropriate Group agree to share said overtime.

If overtime on the Continental operation must be requested of individuals from another Group, ~~the~~ twelve (12) hour requirement will prevail.

Date: November 2, 2006

To: United Steelworkers, Local 7175

From: Jack Kerr, Plant Manager

Subject: LETTER OF UNDERSTANDING
- EXTENSION OF TIME LIMITS FOR
OUTSTANDING GRIEVANCES

This memo will serve to confirm that the Management of Belden (Canada) Inc. and members of the Executive Committee of Local 7175 of the United Steelworkers of America agree to extend time limits for grievance responses by mutual consent as may be necessary.

Date: November 2, 2006

To: United Steelworkers, Local 7175

From: Jack ~~Kerr~~, Plant Manager

Subject: LETTER OF UNDERSTANDING
- COUNSELLING

Employees will be advised by the Facilitator/Supervisor when they are being counselled ~~at the~~ time the discussion is held with them. It ~~will~~ be clearly communicated to the employee that a counselling session is ~~an~~ informal discussion that is not recorded on ~~their~~ personnel file ~~as~~ discipline, ~~but~~ may be referenced in a disciplinary notice if ~~the~~ infraction is repeated and ultimately results in formal disciplinary action (i.e. verbal, Written, suspension, etc.). Such discussion will be conducted in the presence of ~~an~~ authorized Union Representative if the employee ~~so~~ requests.

Date: November 2, 2006

To: United Steelworkers, Local 7175

From: Jack Kerr, Plant Manager

Subject: LETTER OF UNDERSTANDING
- EMPLOYEE ASSISTANCE PROGRAM

The Company agrees to maintain an Employee Assistance Program during the life of this Collective Agreement.

Date: November 2, 2006

To: United Steelworkers, Local 7175

From: Jack Kerr, Plant Manager

Subject: **LETTER OF UNDERSTANDING**
-PAY ERRORS (Ref. 18.05)

The Company agrees that all pay errors amounting to eight (8) hours or more will be addressed with ~~manual~~ cheques issued for the net amount due. Appropriate deductions will be shown in the year-to-date totals only *on* pay stubs, and will not be calculated into the current week's gross pay for deduction purposes.

Date: November 2, 2006

To: United Steelworkers, Local 7175

From: Jack Kerr, Plant Manager

Subject: **LETTER OF UNDERSTANDING**
- SKILLS MATRIX

The general provisions of the Collective Agreement provide that opportunities for employees to **acquire** the various levels of multiskilling will be provided in a **fair** and equitable manner **recognizing** the needs of the Company and the employees, and respecting the rights and wishes of employees in order of the individual's seniority.

The following is a list of individual skills proposed for each of the current manufacturing Cells. These skills are not listed in order of priority or difficulty and each skill is intended to be of equal importance to the success of the Company. It is intended to recognize the difficulties associated with achieving a level of proficiency in each particular skill.

MANUFACTURING SKILLS MATRIX – November 2, 2006

Blue Cell:

Job Level	Job	M/C	M/C	M/C	M/C
MS2+Prem	Utility Operator				
MS2+Prem	Extrusion-Insulating	#124	#126	#101	#151
MS2+Prem	Extrusion-Jacketing	#127	#128	#102	#108
MS2	Cabling	#132	#109	#131	
MS2	Twinning/Braiding	#138/139	#110/157	Braiders	
MS2	Armouring	#133/134	#140/141		
MS1	Test/Rewind	Test #137	Rew #135	Test #112	Rew #105 /107
GF2	Set-Up Helper				
GF2	Rework/Revamp	#163			
GF1	Probationer				

MANUFACTURING SKILLS MATRIX –November 2, 2006

Silver Cell:

Job Level	Job	M/C	M/C	M/C	M/C
MS2+Prem	Utility Operator				
MS2+Prem	Extrusion -Insulating	#61	#80	#62	
MS2+Prem	Extrusion -Jacketing	#62	#69	#79	
MS2	Cabling	#52	#136	#85	
MS2	Armouring	#55/56/57	#58	#77/78	
MS1	Test/Rewind	Test #66/67	Rew #63/64/68	Test #159	Rew #75
GF2	Set-Up Helper				
GF1	Probationer				

MANUFACTURING SKILLS MATRIX – November 2, 2006

Job Level	Job
MS2+Prem	Utility Operator
MS2	Any two (2) of the following skills, plus <i>Copper Rewind</i> :
	Breakdown
	Stranding
	Intermediates
	Bunchers

Date: November 2, 2006

To: United Steelworkers, Local 7175

From: Jack Kerr, Plant Manager

Subject: LETTER OF UNDERSTANDING
- SUMMER STUDENT RECRUITMENT

The Company ~~may~~ hire students for the plant for ~~the time~~ period between May 1st and September 15th if required. In ~~so~~ doing, the following criteria will apply:

- (a) Student applicants must:
- (i) Be a minimum of 18 years of age;
 - (ii) Have completed one year of College or University;
 - (iii) Be ~~returning~~ to College or University their next available term;
 - (iv) Submit a resume ~~annually~~ by March 30 each year for consideration in subsequent years.
- (b) First consideration will be given (in the following order) to:
- (i) Students with previous experience at Belden who have received positive endorsement by their direct Supervisor;
(Students who do not receive positive endorsement will not be rehired.)
 - (ii) Sons and daughters of current bargaining unit employees;
 - (iii) Students returning to school in September of ~~the~~ same year;
 - (iv) Students who provide documentation confirming that

their classes do not resume before February 1 of the following year.

- (c) New students not previously employed by Belden will be hired **on** the basis of **the** following criteria: (Note: All **things** being equal, successful candidates who **are** sons and daughters of bargaining **unit** employees will be hired on the basis of the employees' years of service.)
 - (i) Previous manufacturing experience
 - (ii) General work **history**
 - (iii) Academic standing
 - (iv) General aptitude and attitude
 - (v) Ability **to** work continental shifts if required
- (d) Summer students will be paid at the General Factory **1** rate of pay, but will not be required to pay union dues **and** will not attain seniority.

DATE: November 2, 2006

TO United Steelworkers, Local 7175

FROM: Jack Kerr, Plant Manager

RE: ZETABON EXTRUDER OPERATORS
& ARMOUR REPAIR OPERATORS

The Company and ~~the~~ Union agree to ~~the~~ following ~~as~~ it relates to Zetabon Extruder Operators, and **Armour** Operators who provide welded repairs to ~~armoured~~ product.

Effective ~~June 1, 2002~~:

Zetabon Extruder Operators - Employees who have ~~the~~ extrusion skill and have demonstrated ~~their~~ proficiency to perform Zetabon welds on Extrusion line #12 in the Blue Cell ~~will~~ receive a premium of **\$0.45** per hour for all hours worked. ~~This~~ premium will be added to the qualified operator's base rate and shall be maintained ~~as long as the~~ operator demonstrates ~~his~~ welding ability, at a minimum, every three months. It ~~will~~ be Management's responsibility to ensure such opportunities ~~to~~ demonstrate ~~are~~ made available. Failing ~~this~~, the employee will ~~retain~~ the premium until such time ~~as~~ Management provides the demonstration opportunity. This premium will not be included in calculating overtime and will not be considered ~~as~~ part of the base or day rate."

Armour Repair Operators - The Company will provide an opportunity, on a voluntary basis (giving preference by seniority), to twelve (12) "designated" armour repair operators (three (3) from each shift) from the existing employees holding the armouring repair qualification ~~as~~ of October **24, 2001**, to perform **armour** weld repairs throughout the plant, in any cell, at the request of ~~the~~ employee's Supervisor.

Operators who accept this responsibility will be required to demonstrate their proficiency to make welded repairs to armoured product for a ~~period~~ that coincides with the ratification date of ~~the~~ next collective agreement, at a minimum of once every six (6) months. Such demonstrations ~~are~~ expected to take no more than 60 minutes to effect a successful weld. Failure to successfully complete such welds in the time ~~frame~~ stipulated during any demonstration will disqualify ~~the~~ Operator from performing armour welds and receiving ~~the~~ applicable premium.

While on shift the designated armour repair operators will be expected to complete each repair in 60 minutes or less. Operators failing to maintain this level of proficiency on a ten- weld average ~~will~~ lose the armour repair designation and the applicable premium will be discontinued immediately.

Management will utilize a rotation list to ensure that ~~the~~ designated welders on each shift ~~are~~ provided sufficient opportunity, in rotation, to maintain their proficiency level.

These twelve (12) operators will be the only individuals deemed qualified to perform ~~armour~~ weld repairs in the plant. During ~~this~~ period ~~these~~ operators will be expected to perform their regularly scheduled production duties when they ~~are~~ not required to perform the welding function.

For the duration of the collective agreement it is understood and agreed that these twelve (12) individuals will not be allowed to permanently change ~~shift~~ unless it is mutually agreeable to trade with another qualified operator with the same armour repair welding qualification.

The qualified operators on each shift will be required to schedule any vacation entitlement beyond the normal cell shutdown period, leaves of absence, or any other time off work so that the plant operation is covered during such absences by two other "designated" ~~armour~~ repair

operator on ~~his~~ shift. Vacation entitlement selection will be awarded by seniority in ~~the case~~ of a scheduling conflict.

The twelve (12) “designated” armour repair operators will receive a welding premium of \$1.00 per hour for all ~~hours~~ worked that ~~will~~ not be included in calculating overtime and will not be considered ~~as part~~ of the base or day rate.

Armour repair ~~operators~~ wishing to drop ~~the~~ armour repair welding skill may do so by giving ~~three~~ (3) months notice ~~at~~ any ~~time~~ following ~~the~~ date of ratification of the collective agreement by applying in writing to the Cobourg Plant Training Coordinator.

The Company will be ~~guaranteed~~ three (3) **armour** repair welders ~~per shift~~ to perform necessary welds. If ~~there~~ are insufficient volunteers, the Company may fill its three (3) per shift requirement by ~~making~~ it mandatory for its junior employee(s) who have ~~the~~ armouring skill on the required shift.”

Date: November 2, 2006
To: United Steelworkers, ~~Local~~ 7175
From: Jack Kerr, Plant Manager
Subject: LETTER OF UNDERSTANDING
- SHIPPING & RECEIVING CONTINUOUS
OPERATION TRIAL

The parties agree that in an effort to more closely align the materials function with the shop floor material handlers and scrap room personnel will be placed on a continuous operation schedule. Effective July 3, 2006, the Company is prepared to do the following for a period of approximately four (4) months, ending March 6, 2007, to trial the effectiveness of continuous operations:

- ~~All~~ material handlers and scrap room personnel will work a continuous shift. The group ~~will~~ not have an unpaid lunch, but will work a straight 8 or straight ~~12-hour~~ shift. Breaks (e.g. coffee, smoke or lunch) must be taken during the work period as work assignments dictate and must not exceed 30 minutes in total when on 8-hour shifts, or two 20-minute periods in total when on 12-hour shifts.)

This agreement is subject to review at the Union/Management meeting each month and ~~can~~ be terminated by either party at any time on the Monday following the requested termination. In the event of termination of this agreement, all practices will revert to those in effect prior to this trial.

DATE: November 2, 2006

T O United Steelworkers, Local 7175

FROM: Jack Kerr, Plant Manager

RE: **LETTER OF UNDERSTANDING**
- OFFERING OF OVERTIME

The parties agree to meet within thirty (30) days to review the letter of understanding on overtime to ensure compliance with the new matrix system.

DATE: November 2, 2006

TO: United Steelworkers, Local 7175

FROM: Jack Kerr, Plant Manager

RE: **LETTER OF UNDERSTANDING**
- SKILLS UTILIZATION

The Company agrees that when employees transfer between Manufacturing Cells or to/from **the** Materials Department for all positions General Factory 2 through Specialist II Level, they will maintain their Specialist Level and pay with the following understanding:

In order to warrant maintenance of Specialist pay and **status** when transferring, employees understand that as they gain skills in **their** new Cell/Department, a skill from their former department will be dropped. The skill to be dropped will be of the Company's choosing. Skills that **are** carried into the new Cell/Department that **are** not replaced during the 12 months outlined in the Cellular Manufacturing Agreement may be utilized as deemed necessary by **the** Company **until** they **are** replaced or until the 12 months has expired, whichever comes first.

As the employee replaces each skill from **the** former Cell/Department, the former skill that is forfeited may not be utilized going forward. In any case, **the** former skills will all be forfeited after 12 months and may no longer be utilized by the Company.

During the 12-month period in question, employees will be offered the opportunity to work on, and must maintain, skills from their former Cell/Department that have not yet been replaced. Employees will be eligible for overtime in those skills but once they **are** replaced, or the 12 months expires, skills from **the** former Cell/Department are forfeited and the employee is also no longer eligible for overtime on those jobs.

Note: Specialists who may job post down to General Factory 2 positions, while ~~permitted to~~ maintain their Specialist skills for 12 months per this Agreement, will still be subject to layoff ~~before~~ Specialist classifications.

Job posting for General Factory 1 vacancies is not *required* ~~as these are~~ considered entry-level positions and, ~~per~~ the Collective Agreement, any employee may be expected to perform the duties and ~~tasks~~ outlined.

It is agreed that Union and Management will meet six (6) months after implementation of this Agreement to ~~assess~~ and address appropriately any issues in this regard.

DATE: November 2, 2006

TO: United Steel Workers, Local 7175

FROM: Jack Kerr, Plant Manager

RE: LETTER OF UNDERSTANDING
- CONTINUOUS OPERATIONS
'BUDDY SYSTEM'

During the 2006 negotiations, the parties discussed the means by which continuous operations might be maintained while allowing employees to enjoy meal breaks.

The parties have agreed ~~that~~, in order to maintain ~~the~~ status of continuous operations, a "buddy system" will be adopted pursuant to which operators will, in addition to running their own machine(s), take responsibility for another operator's machine while that second operator is absent on his/her meal break.

Under no circumstances will a machine be shut down in order to permit an operator to be absent for a meal break except as directed by the Company.

In the event that a Material Handler is not available for his shift, the Company may choose an alternate employee with a valid lift truck licence to fill the position until a Material Handler can be contacted and becomes available to work. This will apply to Material Handlers that service manufacturing.

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