

**BELDEN CDT (CANADA) INC.**

**AGREEMENT**

**BETWEEN**



**BELDEN CDT (CANADA) INC.,**

**AND**



**UNITED STEELWORKERS OF  
AFL-CIO-CLC  
LOCAL 7175 - 01**

**7TH NOVEMBER, 2009  
TO  
6TH NOVEMBER, 2012**

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THIS AGREEMENT dated 7th day of November 2009

BETWEEN:

BELDEN CDT (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 after first advising his Supervisor 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 in agreement 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 Plant Chairperson and such members of the Union Grievance Committee as he shall determine. Either 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** Any disciplinary action which is intended to form part of an employee's employment record will be in writing and will be given in the presence of the steward with a copy of the disciplinary notice given to the Union.

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) working days and disposed of within seven (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 employee 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 be 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) thirty (30) minute break periods per shift.

k) CONTINUOUS OPERATIONS SCHEDULE  
12 HOUR SHIFTS

	WEEK #1	WEEK U2	WEEK U3	WEEK U4
	<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 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 – 36 hours paid for 24 hours worked
- (d) Overtime – Hours worked in excess of weekend 24 hours worked to be paid at time and one half. (e.g. if day missed on weekend, all hours during week are at straight time up to 24)
- (e) Breaks & lunch pay – The Company will provide two (2) thirty (30) minute break periods per shift.

- (f) Off shift meeting pay ~ See (d) above
- (g) 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.
- (h) Vacation pay – percentage paid per Article XIII; one day’s vacation of 12 hours equals 18 hours pay: one weekend (24 hours worked equals 36 hours pay) is equivalent to one (1) week (up to 200 hours in total).
- (i) 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.
- (j) 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.
- (k) 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.

- (l) Bereavement:
- (i) In the event of the death of a 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.
- (m) 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.
  - (n) Pension – Contribution rate to be based on hours worked and at rate paid on weekends only (e.g. 12 hours worked on weekend = 18 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.
  - (o) Minimum recompense – Six (6) hours pay at applicable rate.
  - (p) 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.

- (q) Training – May require scheduling during the week.
- (r) Attendance Management Program – should be lower number of occurrences to start disciplinary process than for 40 hour employees
- (s) 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.
- (t) 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, Family Day, Heritage Day to be taken during Christmas Shutdown, 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 two percent (2%) 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 greater of the balance of the scheduled shift including scheduled overtime for the number of hours he would have worked on that shift had he not been injured or until he is released from the treating medical facility, provided he submits documentation from the treating medical facility indicating the date, time of release and the name of the treating physician. 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 an employee's spouse or child, the employee will be granted not more than five (5) working days leave of absence with pay at the employee's regular hourly rate. In the event of the death of an employee's father, mother, stepfather, stepmother, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, stepbrother, stepsister, 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 (1) 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.

In the event the Company closes its operation in Cobourg, Ontario, Canada, the Company agrees to meet with the Union to discuss any impact the closure will have on the employees and the community.

#### 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, 2010 - 2009 ODA Rates  
Effective January 1, 2011 - 2010 ODA Rates  
Effective January 1, 2012 - 2011 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

One (1) eye exam every two (2) years will be covered.

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, 2009, the contribution rate for the individual account retirement plan will be \$1.80 per hour worked for all labour grades

Effective November 7, 2010 this will be increased to \$1.90

Effective November 7, 2011 this will be increased to \$2.00

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, \$135.00 towards the cost 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.

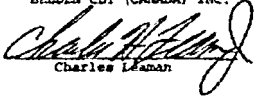
26.03 The Union agrees to provide the Company, when practicable, with at least two (2) weeks written notice for a leave of absence and the Company agrees to respond in writing within seven (7) days when practicable.

ARTICLE XXVII - TERMINATION

27.01 This Agreement shall become effective on the 7th day of November 2009, and shall remain in full force and effect until the 6th day of November 2012, 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.

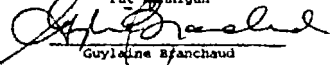
EXECUTED on the 1st day of November 2009.

BELDEN CDT (CANADA) INC.

  
Charles Leaman

Caesio Casey


  
Pat Hennigan

  
Gyslaine Blanchaud

  
Michelle Gurrard

UNITED STEELWORKERS


  
Mohamed Baksh

  
Brett Hubbard

Bill Downes

  
Kenny Herron

  
Jim Roxne

  
Pete Bedard

APPENDIX "A"  
WAGE SCHEDULE

Classification	Nov. 6/09	Nov. 7/10	Nov. 7/11
General Factory 1	\$19.96	\$20.16	\$20.56
General Factory 2	\$21.10	\$21.31	\$21.74
Manufacturing Specialist, Level I	\$22.16	\$22.38	\$22.83
Manufacturing Specialist, Level II	\$22.61	\$22.84	\$23.30
Materials Specialist, Level I	\$21.80	\$22.02	\$22.46
Materials Specialist, Level II	\$22.61	\$22.84	\$23.30
Utility Operator	\$23.11	\$23.34	\$23.81
Maintenance Electrician "A"	\$27.78	\$28.06	\$28.62
Maintenance Mechanic "A"	\$27.78	\$28.06	\$28.62
Maintenance Machinist "A"	\$27.78	\$28.06	\$28.62
Tool & Die Maker	\$28.40	\$28.68	\$29.25
Mechanic, Level I	\$29.57	\$29.87	\$30.47
Mechanic, Level II	\$30.02	\$30.32	\$30.93
Electrician, Level I	\$29.57	\$29.87	\$30.47
Electrician, Level II	\$30.02	\$30.32	\$30.93
Tool & Die Maker, Level I	\$30.24	\$30.54	\$31.15
Tool & Die Maker, Level II	\$30.69	\$31.00	\$31.62
Tool & Die Maintenance "A"	\$23.60	\$23.84	\$24.32
Tool & Die Maintenance, Level I	\$25.30	\$25.55	\$26.06
Driver	\$21.55	\$21.77	\$22.21
Maintenance Stores, Level I	\$21.10	\$21.31	\$21.74
Facility Maintenance, Level	\$21.10	\$21.31	\$21.74

Lump Sum payment: Nov 6/09 - \$800; Nov 7/10, \$600

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<br>or pickup  | \$24.44       |
|    | Additional drops<br>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. Continuous Improvement Initiatives (CIIs) include such things as waste reduction, 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 CIIs. If properly implemented, CIIs 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 CIIs 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 its 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 work place
- d) establish a participatory management style encouraging open communication with all employees, with the understanding that agreements are through their bargaining agent

- e) 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 a Manufacturing Specialist will require the demonstration of two skills.
10. For the Manufacturing Specialist these skills will include, Braiding process, Cabling process, Twinning, Extrusion process, Bunching process, Drawing process, and Armouring process
11. For the Materials Specialist multiskilling will required the demonstration of the following skills: Shipper/Receiver, Work-In-Process, Plastic Compound Silo system, Customer Complaint Resolution (shipping only), Steam Tunnel operation, Cycle Count and Reconciliation, and Receiving (inventory and non-inventory items), Recycling/ Compactor operations. These skills will qualify the employee for Level II
12. Attainment of Level I for the Manufacturing Specialist will be demonstration of the ability to perform two (2) of the above listed applicable skills in the skills matrix. Attainment of Level II for the Manufacturing Specialist will be demonstration of the ability to perform three (3) of the above listed applicable skills in the skills matrix. Wherever possible, Level I and Level II training will be done in the employee's assigned cell.

13. 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.

14. 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.

15. 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.

16. 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.

17. When training needs are identified by the Company, skill completion and/or skill replacement opportunities will be offered to employees 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.

18. 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.

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

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

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

22. 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.

23. 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.

24. An employee who takes it upon himself to learn additional skills, on his own, will be provided with a demonstration 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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

31. Maintenance services will be staffed by a department of Maintenance Technologists. This department will provide the technical resources to both maintain existing facilities and introduce new technical advances into our operation. Layoffs from this department will be done by seniority.

32. 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.
33. 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.
34. 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.
35. Effective November 6, 1994 qualification of any maintenance trade (primary skill) will require the attainment of an Ontario Provincial Certification where applicable.
36. 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.
37. Employment in the skilled trades shall be limited to maintenance technologists, journeymen (millwrights, electricians and other trades), apprentices and other maintenance related skills.



38. 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.

39. Any proposed new courses will require the approval of Management and the Union prior to any enrollment or participation by maintenance employees.

40. If the Company intends to hire an apprentice in a Maintenance classification, consideration will be given to current employees.

41. 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.

42. 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**

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

## GENERAL FACTORY 1

44. 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 #48 in addition to completing expected training.

## GENERAL FACTORY 2

45. 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 #48 in addition to completing expected training.

## MATERIALS SPECIALIST

46. Shipper/receiver  
Work-in-process  
Plastic Compound Silo system  
Customer Complaint Resolution (shipping only)  
Steam Tunnel operation  
Cycle Count and Reconciliation  
Receiving (inventory & non-inventory items)  
Recycling/Compactor operations

## MANUFACTURING SPECIALIST

- 47.(a) Braiding Process  
Cabling Process  
Drawing Process  
Extrusion Process  
Bunching Process  
Armouring Process  
Twinning 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 #48.

(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 #48.

(d) UTILITY OPERATOR

This classification is for those employees who acquire skills as required and will be expected to utilize them across the plant. These Utility Operators have separate seniority from everyone else in the plant.

48. 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

49. Any employee affected by cellular manufacturing will be given **an** opportunity for input through representatives of the Union and/or the Company.

50. All employees of Company-sponsored Committees and CII teams will be paid at the appropriate rate for attendance at scheduled meetings.

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

52. The CIIs 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

53. 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.

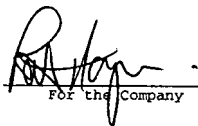
54. The Company and Union also recognize that external factors may impact the workforce during economic downturns. Actions such as the following will be considered to lessen that impact.

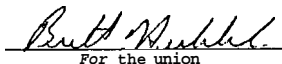
- a) To maximize the opportunity for re-employment in the event of layoff, the training programs referred to above would be designed so as to provide opportunities to broaden the general technical abilities of all employees.
- b) Implement a Government Sponsored Work Sharing program if deemed feasible by Management and the Union.
- c) CII will not result in the development of structures which undermine fundamental contractual rights.
- d) 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.

55. 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.

56. CII's will be reviewed in monthly Union / Management meetings.

57. 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.

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

  
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For the union

Date: November 1, 2009

To: United Steelworkers, Local 7175

From: Casino Casey, 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.



For the Company



For the union

Date: November 1, 2009  
To: United Steelworkers, Local 7175  
From: Casino Casey, 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.

  
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For the Company

  
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For the Union



Date: November 1, 2009

To: United Steelworkers, Local 7175

From: Casino Casey, Plant Manager

Subject: LETTER OF UNDERSTANDING -  
OFFERING OF OVERTIME

Effective immediately, the Company agrees to the following procedure for offering of overtime:

1. Scheduled overtime opportunities will be offered to the employee with the lowest total of hours worked and refused and distributed as equitably as possible. The exception to this would be coverage for unexpected absences. Refused hours will only be tracked for posted overtime opportunities. A maximum of 18 paid hours per week (24 in the case of Sundays) refused will be charged to an employee for refusing overtime opportunities.

In the event of a call-in for unplanned absences during weekday shifts, the person on the previous shift with the least overtime may be asked to stay over to maintain operations even though a person from the other shift arrangement may have less hours. That is, a weekday person may be asked to stay over even though a weekend person has lower hours when it is not practical to contact a weekend person and get the coverage needed in time.

It is understood that opportunities for known absences such as holidays, long-term illness, etc., will be made available to the persons with lowest hours, regardless of shift.

2. To facilitate this, a list of employees by skill and shift will be prepared. This list will be updated weekly with overtime hours worked and refused for each employee. The list will show known overtime availability for the following week based on scheduled absences but not including unplanned absences.

It will be the responsibility of every employee to review the list by Wednesday at 3pm of the week the schedule is posted and sign the posting indicating that either he/she is interested in working overtime or that he/she is refusing the overtime offering. Weekend shift employees will have until Saturday at 5pm of the week the schedule is posted to sign the posting.

The posted overtime will then be assigned to the individual **or** individuals with the lowest total hours worked and refused. In the event that two employees sign up for the same overtime opportunities, the hours will be awarded to the employee with the lowest hours worked and refused. The overtime offered could be a full shift of coverage **for** a weekend employee during the week, or a full shift of weekend coverage by a weekday employee, **or** split coverage by two weekday employees to cover a full weekday shift. In the event only one half (1/2) of a shift is covered by weekday employees, the overtime would be offered to the weekend employee with the lowest hours in order to cover the full shift.

5-day operation employees signing for posted overtime will be required to call (905) 372-8713, Ext. 220, after 7 p.m. on Saturday night for confirmation of overtime awarded for Mondays. Weekend Maintenance and Materials employees signing for posted overtime will be required to come into the plant and sign the posting or be contacted by their supervisor.

3. This procedure will replace all current overtime procedures and will apply to all continuous and non-continuous operations in Manufacturing, Maintenance and Materials.

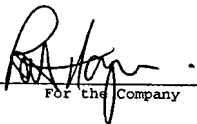
4. Hours worked is defined **as** actual hours of overtime worked and paid, or equivalent paid hours for time refused.
5. The intent of the procedure **is** to allow for more consistent offering **of** overtime and not to change any contractual agreements. It is agreed ~~that~~ the Union and Management will meet 6 months after implementation **of** this procedure to assess and address appropriately any issues with the procedure.
6. Available overtime will be posted on Wednesdays. This posting will cover Monday through Sunday of the FOLLOWING week to allow adequate time **for** both signing up and notification of scheduled overtime for employees.

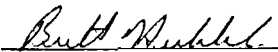
  
\_\_\_\_\_  
For the Company

  
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For the Union

Date: November 1, 2009  
To: United Steelworkers, Local 7175  
From: Casino Casey, 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.

  
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For the Company

  
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For the Union

Date: November 1, 2009  
To: United Steelworkers, Local 7175  
From: Casino Casey, 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.

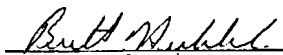
  
\_\_\_\_\_  
For the Company

  
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the Union

Date: November 1, 2009  
To: United Steelworkers, Local 7175  
From: Casino Casey, Plant Manager  
Subject: LETTER OF UNDERSTANDING .  
EMPLOYEE ASSISTANCE PROGRAM

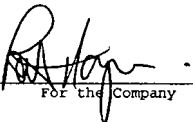
The Company agrees to maintain an Employee Assistance Program during the life of this Collective Agreement.

  
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For the Company

  
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For the union

Date: November 1, 2009  
To: United Steelworkers, Local 7175  
From: Casino Casey, 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.

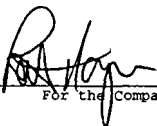
  
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For the Company

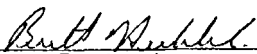
  
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For the Union

Date: November 1, 2009  
To: United Steelworkers, Local 7175  
From: Casino Casey, 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.

  
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For the Company

  
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For the Union



## MANUFACTURING SKILLS MATRIX – November 1, 2009

Job Classification	Pay Classification				
	GF1	GF 2	MS 1	MS 2	Utility Opr
<b>Cobourg Plant</b>					
Utility Operator Separate Seniority					3 assignments
<b>Blue Cell</b>					
Extrusion (Ins and/or Jktg)	N/A	1 Ins or 1 Jkt assignment	2 Ins or 2 Jkt or 1 of each assignment	1 Ins + 2 Jkt or 2 Ins + 1 Jkt assignment	N/A
Cabling / Twinning / Braid	N/A	1 CB or 1 TW or 1 BR assignment	2 of (CB, TW, BR) assignments	3 of (CB, TW, BR) assignments	N/A
Revamp / Rework	N/A	Revamp/Rework	N/A	N/A	N/A
Rewind/Testing	New Hire Rate	N/A	Rew/Test assigns in cell	N/A	N/A
<b>Wiremill</b>					
Wiremill	N/A	N/A	N/A	Any 2 of the following skills, plus copper rewind: Breakdown, Stranding, intermediates, Bunchers	N/A
<b>Silver cell</b>					
Extrusion (Ins and/or Jktg)	N/A	1 Ins or 1 Jkt assignment	2 Ins or 2 Jkt or 1 of each assignment	1 Ins + 2 Jkt or 2 Ins + 1 Jkt assignment	N/A
Cabling / Twinning / Braid	N/A	1 CB or 1 TW or 1 BR assignment	2 of (CB, TW, BR) assignments	3 of (CB, TW, BR) assignments	N/A
Armouring	N/A	1 Armouring assign (1 Assignment equals 3 m/cs)	2 Armouring assigns (1 Assignment equals 3 m/cs)	3 Armouring assigns (1 Assignment equals 3 m/cs)	N/A
Rewind/Testing	New Hire Rate	N/A	Rew/Test assigns	N/A	N/A

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

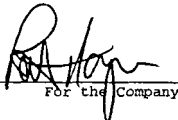
\_\_\_\_\_  
 For the Union

Date: November 1, 2009  
To: United Steelworkers, Local 7175  
From: Casino Casey, 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.

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

  
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For the Union

Date: November 1, 2009

To: United Steelworkers, Local 7175

From: Casino Casey, Plant Manager

Subject: 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 Zetabond welds on Extrusion line #128 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), up to fourteen (14) "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 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 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 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.

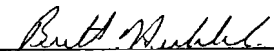
The “designated” armour repair operators will receive a welding premium of \$1.00 per hour for **all** hours worked that will not be included in calculating overtime and will not be considered as part of the base or day rate.

Armour repair operators wishing to drop the armour repair welding skill may do so by giving six (6) 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.”



For the Company



For the Union

Date: November 1, 2009

To: United Steelworkers, Local 7175

From: Casino Casey, 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 30-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.

  
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For the Company

  
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For the Union

Date: November 1, 2009

To: United Steelworkers, Local 7175

From: Casino Casey, Plant Manager

Subject: 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

  
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For the Company

  
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For the Union



Date: November 1, 2009

To: United Steelworkers, Local 7175

From: Casino Casey, Plant Manager

Subject: LETTER OF UNDERSTANDING –  
SKILLS UTILIZATION

The Company and the Union agree that as employees are assigned new skills their old skills may be utilized for a period of 12 months. During the 12-month period in question, employees will be required to utilize and maintain these skills through opportunities provided by the Company. After 12 months, the former skills will be forfeited and may only be utilized by the Company if the employee so desires.

  
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For the Company

  
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For the Union

Date: November 1, 2009

To: United Steelworkers, Local 7175

From: Casino Casey, Plant Manager

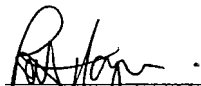
RE: LETTER OF UNDERSTANDING -  
CONTINUOUS OPERATIONS  
"BUDDY SYSTEM"

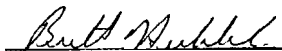
During the 2006 negotiations, the parties discussed the means by which continuous operations might be maintained while allowing employees to enjoy meal breaks.

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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For the Company

  
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For the union

Date: November 1, 2009

To: United Steelworkers, Local 7175

From: Casino Casey, Plant Manager

RE: LETTER OF INTENT – VOLUNTARY  
RETIREMENT INCENTIVE OPTION 2009

As a result of the collective bargaining process, the Company has agreed to offer a total of three (3) Voluntary Retirement Incentive packages to take effect January 1st, 2010 and the Union has confirmed its approval of this process as set out below.

The amount of these packages will be twenty thousand dollars (\$20,000) each and they will be offered by seniority to employees who have a minimum of ten (10) years' service. Acceptance is entirely voluntary on the part of eligible employees to whom the offer is extended.

The payment will be subject to necessary deductions and employees who elect this option will retire without any termination compensation under the Employment Standards Act, 2000 or otherwise.

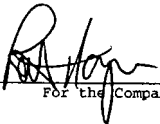
The process will be as follows:

The Company will deliver a letter to each employee that is eligible to be considered for a Voluntary Retirement Incentive Package. This letter will confirm to the employee that the employee is eligible to receive the package. With it, the Company will provide the employee with both a memorandum of agreement and a release that the employee will be required to sign and return to the Company (HR Manager) within seven (7) calendar days to indicate that the employee has decided to accept the Voluntary Retirement Incentive Package.

Employees who wish to accept the Voluntary Retirement Incentive arrangement will be obliged to sign and deliver a memorandum of agreement, and to sign and deliver a release in favour of both the Company and the Union certifying their acceptance and their waiving of any claims in relation to their ceasing to be employed by the Company.

Any employee that fails to deliver the signed memorandum of agreement and the signed release to the HR Manager within the period specified in the Company's letter will be deemed to have declined and will not be eligible to receive a Voluntary Retirement Incentive Package.

The Company will accept the election of the three (3) most senior employees who have accepted the offer by delivering their signed memorandums of agreement and releases within the period specified in the Company's letter setting out the offer. To ensure certainty, it is agreed that, regardless of his or her seniority, if an employee fails to sign and return the memorandum of agreement and release as specified above, the offer will no longer be open to that employee and the employee shall not be eligible to receive a Voluntary Retirement Incentive package.



For the Company



For the Union

DATE: November 1, 2009  
TO: United Steelworkers. Local 7175  
FROM: Casino Casey, Plant Manager  
RE: LETTER OF UNDERSTANDING -  
UTILITY OPERATOR

Within two (2) weeks of ratification of the collective agreement, the Company will post in accordance with the collective agreement **for** up to a maximum of fifteen (15) Utility Operators. The Company has the right to replace each of the Utility Operators in the event an opening occurs. The jobs will be awarded in accordance with the provisions of the collective agreement.

These Utility Operators will not be eligible to bid for any other job vacancy during the life **of** this collective agreement.

a) In the event a Utility Operator is retained out of seniority, the Company will pay the most senior involuntarily laid-off employee his hourly rate for 40 hours per week. The involuntarily laid-off employee will continue to accumulate seniority, pension and benefits in accordance with the collective agreement. The maximum the Company will pay due to this retained Utility Operator is twelve (12) weeks over the life of the collective agreement.

  
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For the Company

  
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For the Union