

SOURCE	Compan		
EFF.	94	03	01
TERM.	97	02	28
Nb. OF EMPLOYEES	10		
NOMBRE D'EMPLOYÉS	<i>[Signature]</i>		

COLLECTI

between

LOCAL 7276 USWA

and

PHILLIPS CABLES LIMITED
(AJAX, ONTARIO)



March 1, 1994 - February 28, 1997

COLLECTIVE AGREEMENT

between

LOCAL 7276 USWA

and

**PHILLIPS CABLES LIMITED
(AJAX, ONTARIO)**



March 1, 1994 -- February 28, 1997

JAN 27 1995

THIS AGREEMENT dated March 1, 1994 between:

PHILLIPS CABLES LIMITED (hereinafter called the "company")

and

UNITED STEELWORKERS OF AMERICA ON BEHALF OF LOCAL
7276
(hereinafter called the "union")

ARTICLE 1 - PURPOSE

1.01 The general purpose of this agreement is to establish and maintain collective bargaining relations between the company and its employees, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this agreement.

ARTICLE 2 - SCOPE AND RECOGNITION

2.01 The company recognizes the union as the sole collective bargaining agent for all employees at the Ajax Distribution Centre save and except supervisors, office and sales staff.

2.02 The company further agrees to recognize the union as the sole collective bargaining agent for all employees in Metropolitan Toronto, save and except supervisors, office and sales staff, should the company desire to re-establish a manufacturing or warehousing operation in the future.

2.03 Should any of the present Ajax warehousing operations be moved to a new location within 100 miles of the present location this agreement shall be extended to cover such location and the parties agree to enter into negotiations on any matters not covered by this agreement to provide reasonable working conditions, wages and benefits for such employees.

2.04 The company agrees that it will not contract out work which is normally performed by employees in the bargaining unit if the effect of such contracting out would result in a loss of jobs. It is understood that the foregoing does not prohibit or restrict the company from purchasing goods from outside, or transferring product lines to or from other plants of the company.

ARTICLE 3 - RELATIONSHIP

3.01 All employees shall be **required** as a condition of employment, to become and remain members of the union and to execute and continue in effect during the term of this agreement the written assignment authorizing the deduction of weekly union dues **as** provided for in Article 4, below.

ARTICLE 4 - CHECK-OFF

4.01 The company agrees to deduct from the wages paid to each employee weekly **union dues, fees and assessments** as certified by the local union to be currently in effect in **accordance** with the **union's** constitution. Such deductions shall be **made** from each pay for all employees and **shall be** remitted **within fifteen (15) days** to the Treasurer of the International Union payable to the International Secretary-Treasurer. **When** remitting **such** dues, fees and **assessments**, **the** company shall name **the employees** from whose pay such deductions have been made and the amounts so deducted and complete **Form R115**.

It is understood and agreed that the **union** will save the company harmless from any and all claims which may be made against it by an employee or employees for amounts deducted from earnings **as** herein provided.

Completed information and cheques will be mailed to:

United Steelworkers of America
Box 13083, Station "A"
Toronto, Ontario M5W 1V7

ARTICLE 5 - NO DISCRIMINATION OR COERCION

5.01 The company agrees that there will be no discrimination, interference, restraint or coercion exercised or practised by the company or by any of its representatives, with respect to any employee **because of** his membership in the union.

5.02 The union agrees that there will be no intimidation, interference, restraint or coercion exercised or practised upon the employees **of** the company by any of its members or representatives, and there will be **no** union activity, **solicitations** for membership or collection of dues **on** company time, and no meeting **on** the company premises except with the **permission** of the company

ARTICLE 6 - MANAGEMENT RIGHTS

6.01 The union recognizes the company's exclusive right to manage the business in all respects subject however to the terms of this collective agreement.

ARTICLE 7 - STEWARDS AND COMMITTEEMEN

7.01 The union shall have the right and the company agrees to recognize a grievance committee of not more than two (2) union members, one of whom shall be the Plant Chairperson, plus one (1) Shop Steward.

7.02 The Plant Chairperson and Shop Steward will continue to perform their regular duties on behalf of the company and they will not leave their regular duties without first obtaining permission from their immediate supervisor and such permission shall not be unreasonably withheld.

7.03 The company agrees to recognize and deal with a negotiating committee of not more than two (2) employees, one of whom shall be the Plant Chairperson. The company agrees to pay the members of the union negotiating committee at their day work base rate for time taken during their regular scheduled working hours for negotiation of a collective agreement.

7.04 The company agrees to grant union leave of absence to not more than two (2) members of the union at any one time for the transaction of union business and further agrees to continue the pay of such union members while they are off work. The union agrees to reimburse the company for such union leave on a monthly basis.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 A grievance is defined to be a difference, dispute or controversy between the union, an employee, group of employees and the company, involving the interpretation or alleged violation of any provision of this agreement.

8.02 The grievance procedure shall be as follows:

Step 1

The grievance or complaint shall be taken up with the immediate supervisor. If the grievance is not resolved within one (1) full working day, the grievance shall be reduced to writing and presented to the Customer Services Manager who shall meet with the union griev-

ance committee within two (2) working days and shall render his decision on the grievance within a further two (2) working days to the union.

Step II

If the grievance remains unsettled from Step I the union shall have the right to submit the grievance to the Human Resources Department at the corporate office who shall meet with the union committee within five (5) working days of the receipt of the grievance in an attempt to settle the grievance. The Human Resources Department shall render its decision within three (3) working days following the meeting.

The grievor and representative of the International Union may be present at either step of the grievance procedure at the request of either party. Should the grievance remain unsettled following Step II, it may be submitted to arbitration.

8.03 The union or the company shall have the right to file a grievance beginning at Step II of the grievance procedure. 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 8.02, 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.

8.04 For the purpose of this article, Saturdays, Sundays, vacation shutdown and statutory holidays shall not be recognized as working days.

8.05 Exception to the time limits above stated will be made where it is shown that it is not possible for either party to meet.

8.06 (a) The time limits in this article are not mandatory but are to direct the parties towards speedy settlement of grievances. However, the arbitrator shall dismiss any grievance that has failed to observe the time limits if the opposite party is unjustly prejudiced by the delay.

8.06 (b) Notwithstanding (a) above, a grievance not presented within 30 days of the occurrences shall not be the subject of arbitration as herein provided.

8.07 Where a grievance concerning overtime distribution is upheld, it shall be settled by means of an adjustment of overtime opportunity.

ARTICLE 9 - ARBITRATION

9.01 Whenever either party to this agreement submits any grievance to arbitration, written notice shall be given to the other party formally stating the subject of the grievance. The matter shall be submitted to a single arbitrator mutually agreed by both parties. Should the parties fail to agree on an arbitrator within ten (10) days of the notice, either party may request the Minister of Labour for the Province of Ontario to name such an arbitrator.

9.02 As soon as the arbitrator has been appointed, he shall meet and hear the evidence and representation of both parties and shall render a decision as soon as possible, the intention being that all decisions shall be given within seven days after arbitration proceedings have commenced.

9.03 No person shall be selected as an arbitrator who has been directly involved in attempt to negotiate or settle the grievance.

9.04 No grievance shall be considered by the arbitrator unless it has been properly carried through all previous steps of the grievance procedure.

9.05 The decision of the arbitrator shall be final and binding on both parties to this agreement and on the employee or employees involved.

9.06 The arbitrator shall not have jurisdiction to alter or change any of the provisions of this agreement or to substitute any new provision in lieu thereof, not to give any decision inconsistent with the terms and provisions of this agreement, or to deal with any matter not covered by this agreement.

9.07 Each of the parties hereto will jointly bear the expenses, if any, of the arbitrator.

9.08 Any act or omission by the arbitrator shall not disqualify a grievance from arbitration.

ARTICLE 10 - DISCHARGE AND SUSPENSION CASES

10.01 A claim by an employee that he has been discharged or suspended without reasonable cause will be treated as a grievance if a written statement of the grievance is lodged with the company under Step II of the grievance procedure within ten days after the employee ceases to work for the company.

10.02 Such special grievances may be settled by confirming the company's action, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or the board or arbitration.

10.03 Any notice of disciplinary action which is intended to form part of the employee's record shall be given in the presence of a union steward. In the event a union steward is not available, the company shall not substitute any other employee to fill in and arrangements shall be made with the union Plant Chairperson to have a steward available.

No warning letter or suspension shall be used against an employee after a period of six months has elapsed.

ARTICLE 11 - NO STRIKES OR LOCK-OUTS

11.01 In view of the orderly procedure established herein for the disposition of complaints and grievances, the company agrees that there will be no lockouts of its employees during the lifetime of this agreement and the union agrees that there will be no strikes, overtime bans, or other collective action which will stop or interfere with production during the lifetime of this agreement.

ARTICLE 12 - SENIORITY

12.01 Seniority refers to an employee's length of continuous service with the bargaining unit at Phillips Cables and the company will recognize past service from the Warden Avenue plant.

In the case of layoff, the lowest seniority employee will be laid off first.

Seniority is defined as the comparative ranking of employees in respect to length of service with the company as defined in article 2 - Scope.

12.02 An employee shall not have seniority standing and shall be considered as a probationary employee until he shall have attained seniority status by actually working a total of forty (40) days within any consecutive one hundred and eighty (180) day period providing that if any employee shall be off work and receiving Workers' Compensation, such one hundred and eighty (180) day period shall be extended for the duration of the time he is receiving Workers' Compensation. Until a Probationary employee shall attain seniority

status as herein before provided, his name shall not appear on any seniority list and upon completion of such probationary period his seniority shall date back to his last date of hire. It is understood that a probationary employee may be discharged by the company without explanation therefor.

12.03 Seniority rights shall cease for any of the following reasons:

(a) If an employee quits.

(b) If the employee is discharged and such discharge is not reversed through the grievance procedure.

(c) If an employee retires from the company on pension.

(d) If an employee is laid off and fails to give notice of his intention to return to work within four (4) working days after notification to him to do so to his address on record with the company, and fails to actually return to work within four (4) working days after such notification to him unless he furnishes satisfactory reasons for such failure. The company shall provide the union with a copy of each letter or telegram which it sends to an employee on layoff, either by way of notice of recall or in confirmation of an oral statement by an employee that he does not intend to return to work in accordance with notice of recall.

(e) If an employee while being on layoff advises the company in writing that he does not intend to return to employment with the company.

(f) If an employee is laid off because of lack of work for a continuous period in excess of twelve months or a continuous period in excess of his length of service at the time of layoff, whichever is less. However, in the case of an employee with more than 4 years seniority, the aforesaid period shall be extended to 24 months.

(g) If an employee is absent from work for more than two (2) consecutive working days without notifying the company unless a satisfactory reason for not notifying the company is given.

12.04 In case of layoff the Plant Chairperson and shop steward shall have preferential seniority and shall be retained at work by the company.

12.05 Leave of Absence

Leave of absence shall be granted by the company for compassionate reasons with special consideration given to employees in emergency situations without affecting an employee's ~~seniority~~ rights.

12.06 Shift Preference

Shift preference shall be by seniority when non-rotating shifts are in operation. Any jobs that are operating on one (1) shift must be assigned to the day shift only, unless mutually agreed to by the company and union.

ARTICLE 13 - SAFETY AND HEALTH

13.01 The company shall make every effort to provide for a safe working environment to protect employees from injury. A joint safety and health committee consisting of two (2) members of the bargaining unit and management representatives shall meet on a regular basis and not less than every two (2) months.

13.02 The company agrees to pay for the cost of safety shoes by providing an allowance of \$200 per employee per year towards the purchase of certified safety shoes.

The company agrees to provide prescription safety glasses as follows:

1. One pair every two years if required up to a maximum of \$250.
2. One additional pair within the two year period if the prescription changes.
3. Replacement of safety lenses for prescription glasses damaged during working hours.

13.03 The company will make available to all members of the Safety Committee, for their inspection, all information related to accidents or claims for Workers Compensation.

ARTICLE 14 - BULLETIN BOARD

14.01 The company shall make available space on a bulletin board for the purpose of posting local union notices with regard to affairs of this plant. All such notices must be approved and signed by the Plant Chairperson and shall be restricted to matters pertaining to member-

ship meetings, elections, appointments, recreational/social activities and credit union activities.

ARTICLE 15.00 - WAGES AND HOURS OF WORK

15.01 ~~No~~ increase to the wage rate in year 1. Lump sum payment of \$725, ~~less~~ mandated deductions, to each active Ajax employee. ~~Payment to~~ be made within two weeks following ratification.

15.02 Effective March 1, 1995, an increase of \$.34/hr to wage rate.

Effective March 1, 1996, an increase ~~of~~ \$.60/hr to wage rate.

Wage Rate

	<u>Mar.1/94</u>	<u>Mar.1/95</u>	<u>Mar.1/96</u>
Customer Service Employee	\$16.80/hr	\$17.14	\$17.74

Probationary employees to receive 5% less than full rate during first 40 worked days.

15.03 Wages for the preceding calendar week shall be paid weekly on Thursdays of each week.

ARTICLE 16.00 - BENEFIT PLANS

The company agrees that it shall provide each eligible employee with the following coverage:

16.01

The company shall provide \$35,000 life insurance for active employees and \$8,750 life insurance for employees who retire on pension after March 1, 1994.

16.02 Accidental death and dismemberment insurance will be provided in the amount of \$25,000.

16.03 An employee who is unable to work because of a non-occupational illness or accident shall receive weekly indemnity. For all Ajax employees on payroll as of March 1, 1994, coverage will commence on the first day of an accident, hospitalization, surgery or outpatient surgery and or sickness, and the employee shall receive his normal base pay for the first 40 hours of absence. After the first calendar week, an employee who is unable to work because of a non-occupational illness or accident shall receive weekly indemnity benefits of 75% of the regular hourly rate for 40 hours.

For Ajax employees hired after March 1, 1994, coverage will commence ~~on~~ the first day of an accident, hospitalization, surgery or outpatient surgery and ~~on~~ the fourth day of a sickness and the employee shall receive weekly indemnity benefits of 75% of the regular hourly rate for 40 hours.

Payment will continue for a maximum period of 26 weeks of disability. Income tax deductions at ~~source~~ will be withheld at a rate of 20%.

After the 26th week of disability, long-term disability benefits will apply until the employee returns to work or reaches normal retirement age, whichever is earlier. Coverage is based on 50% of base earnings, and during long-term disability, ~~pension~~ plan credited service continues to accumulate.

The company agrees to provide a prescription drug card plan which will have a \$.35 per prescription deductible. There shall be no decrease of coverage as a result of a change of carrier.

16.04 (a) The company will provide semi-private hospital coverage.

(b) The company will provide a major medical plan which will cover private hospital room, private duty nursing, out-of-province/country coverage, artificial ~~limbs~~, wheelchairs, paramedical services, diagnostic services, emergency transportation, orthopaedic shoes. The annual deductible will be \$25 single and \$50 family.

16.05 The company **agrees** to provide, at its expense, dental coverage consisting of:

- 100% preventative and basic service at the current ODA schedule,
- 50% coverage under the major dental plan with a \$1,500 annual limit, which increases to a \$2,500 annual limit effective March 1, 1995.
- 50% coverage under an orthodontic plan with a limit of \$2,000 lifetime for each employee and dependent.

Preventative and basic services will cover examination, consultation, diagnostic X-rays, fillings, tooth removal and anaesthesia services.

16.06 During the term of ~~this~~ Agreement, the company hereby guarantees the payment of the costs of the plans as outlined above, and dividends, premium refunds or otherwise that ~~may~~ come shall be retained by the company except ~~as~~ otherwise provided in this Article.

16.07 All insurance under this plan will terminate at the end of the month in which the employee's employment terminates, except for life insurance as outlined in article 16.02, which shall remain in effect for a period of one (1) month thereafter. Insurance which is terminated because the employee is laid off or on leave of absence shall be immediately reinstated upon his return to work.

16.08 Employees who are laid off will be entitled to group insurance coverage (except short and long term disability) for up to three (3) months while on layoff, including the month of layoff.

16.09 The company will provide each employee with an up-to-date benefits booklet within (90) days of the signing of this collective agreement and will provide each new employee with a booklet upon being hired.

CLE 17.00 - PENSION

17.01 The company will pay the cost of the pension plan in effect on the date of this agreement. The plan will provide a benefit of \$21 per month for each year of credited service with the company. Commencing March 1, 1995, the benefit shall be increased to \$22 and commencing March 1, 1996 the benefit shall increase to \$23.

The company will provide a preretirement spousal death benefit equal to 50% of the pension earned by the employee, provided the employee is at least age 55 and has 10 or more years of credited service.

The company will provide a non-reduced early retirement option for those employees who are age 60 or more and have 30 years or more of credited service.

ARTICLE 18 - WORKING CONDITIONS AND HOURS OF WORK

18.01 The normal work schedule for all employees shall be forty (40) per week made up of five (5) eight hour days each, Monday to Friday inclusive.

The normal starting time shall be scheduled between the hours of 7:00 a.m. to 10:00 p.m.

18.02 The company agrees that no normal schedule of working hours shall be changed until after notice of the change has been post-

ed in the warehouse for **two (2)** consecutive working days and the union **has** been advised of the reason for the change. However, any change in the starting or quitting times shall be limited to the provisions of 18.01 above.

18.03 A one-half hour paid **lunch** break will be provided approximately midway through the **shift** and the present practice pertaining to “coffee breaks” shall remain unchanged during the life of **this** agreement.

OVERTIME REGULATIONS

18.04 (a) For the purpose of computing weekly overtime the work week shall be considered as **starting** at 12:01 a.m. Sunday and ending 12:00 midnight on the following Saturday. In computing daily overtime, a day shall be the twenty-four (**24**) hour period following the employee’s designated starting time.

(b) Overtime at the rate of time and one-half the employee’s basic rate of pay shall be paid to all employees for all hours worked prior to or beyond the employee’s regular scheduled starting or quitting time and for all work performed on the first eight (8) hours on Saturday.

(c) Overtime at the rate of twice the employee’s basic rate shall be paid to all employees for all hours worked in excess of twelve in a day and for all hours worked in excess of eight (8) on a Saturday.

(d) Overtime work is to be distributed **as** equitably **as** possible among employees within the same classification.

(e) Overtime at the rate of double **the** employee’s basic rate shall be paid for all work performed on Sunday.

(f) Overtime excused shall not **be** counted in the distribution of overtime if the employee does not get notice on the previous day or notice on Thursday for Saturday and/or Sunday work.

(g) Probationary employees will be assigned overtime work after seniority employees in the same classification on the same **shift** have been excused.

(h) The company will make available a current list of overtime credits by employee.

18.05 An employee who is scheduled to work **two** or more hours beyond his **normal** quitting time shall be entitled to a twenty (**20**) minute paid lunch period prior to the start of such overtime work.

18.06 Any employee who is called to work outside of his **regular shift** hours on an emergency basis shall be paid not less than four (4) hours pay or time and one-half for all hours worked, whichever is greater.

ARTICLE 19 - PAID HOLIDAYS, BEREAVEMENT PAY AND JURY DUTY

19.01 (a) The company will pay for a holiday allowance to all employees for the days officially proclaimed for observance of the eleven recognized holidays set forth in subsection (b) hereof, provided the employee must work his **regular** shift on the working day immediately preceding and the working day immediately following such holiday. Absence on such days preceding and following a **recognized** holiday shall be excused and the employee shall not forfeit his holiday allowance if the absence was due to verified illness, death in the employee's immediate family, call for **jury** duty, or layoff for lack of work within **six** working days immediately preceding such holidays. **Tardiness** on such days preceding and following a **recognized** holiday shall be excused providing the employee works **six (6) hours of his** regular shift. The holiday allowance for each eligible employee shall be equal to such employee's regular rate multiplied by the number of **hours** he would have worked on **such** day for but it being a holiday.

19.01 (b) Holidays recognized by the company are:

New Year's Eve	Civic Holiday	New Year's Day
Labour Day	Good Friday	Thanksgiving Day
Victoria Day	Christmas Eve	Dominion Day
Christmas Day	Boxing Day	

19.01 (c) The company **agrees** to pay double the employee's basic rate for all hours worked on a recognized holiday in addition to this holiday allowance.

(d) If any of the aforementioned holidays fall on Saturday or Sunday, **the** preceding Friday or the following Monday shall be observed as **the** holiday at the discretion of the company. However, the day may be changed by mutual agreement.

19.02 Bereavement Pay

When a death occurs in the immediate family of an employee, such employee shall be allowed time **off** from **the** date of such death up to and including the day of the funeral, and such employee shall be paid any **such** time not exceeding three (3) days during **such** period when

he would normally have been at work. This provision only applies where the employee actually attends the funeral. Where the employee is unable to attend the funeral, such employee shall be allowed one (1) day ~~off~~ work with pay. An employee's immediate family shall mean wife, husband, mother, father, son, daughter, brother or sister, mother-in-law, father-in-law.

19.03 Jury Duty

Any employee who is required to serve on a legally constituted **jury** shall be paid by the company ~~his~~ regular weekly earnings based on forty (40) hours.

For the purpose of this article, all second and third ~~shift~~ employees who are summoned for **jury** duty shall be transferred to the day shift for the period of such tour of duty and if an employee reports for jury duty in the morning and is then excused for **jury** duty for the rest of ~~the~~ day, he shall return as soon as possible to work the balance of the shift.

In order to receive payment under this article, the employee must give prompt notice to the company of ~~his summons~~ for jury duty.

ARTICLE 20 - VACATIONS

20.01 Employees with one or more but less ~~than~~ five years length of service with the company as of June 30th of any year shall be allowed a vacation of ~~two~~ weeks; employees with five years but less than twelve years length of service ~~with~~ the company as of June 30th of any year shall be allowed a vacation of three weeks; employees with twelve years ~~or more~~ length of ~~service~~ with the company as of June 30th of any year shall be allowed a vacation of four weeks.

20.02 Employees with twenty years or more length of service with the company as of June 30th, shall be allowed a vacation of five weeks.

20.03 Vacation pay for each week of vacation shall be 2% of the employee's company earnings from July 1st to June 30th or 40 hours pay at ~~the~~ employee's regular rate, whichever is greater.

To be eligible for vacation pay in the current vacation year, ~~an~~ employee must have worked at least 1600 hours, excluding overtime.

In calculating the ~~number~~ of hours an employee has worked, ~~time off~~ for ~~statutory~~ holidays and accident and sickness will be considered as time worked providing an employee has actually worked for at least 200 hours, ~~excluding~~ overtime, during ~~the~~ current vacation year.

20.04 The Ajax Central Distribution Centre operates all year round and vacations will be scheduled according to the needs of the business and preferences of employees. **Seniority** will be used to determine an employee's choice of vacation time off.

20.05 Employees who have completed 4 years service but not 5; 11 but not 12; 19 but not 20, as of June 30th will receive additional vacation allowance equal to 1/12th of 2% for each month of completed service in the transition years listed above.

ARTICLE 21 - CREDIT UNION

21.01 The company agrees to make weekly pay deductions upon written authorization of the employee(s) and remit same to the Cangeco Credit Union.

The employee(s) may enrol from April 1st to 15th and indicate their weekly deduction in dollars during that period.

New enrolments or changes in the deduction may only be made quarterly thereafter.

Deduction will commence the first week of the month following the monthly enrolment.

ARTICLE 22 - PROTECTIVE CLOTHING

22.01 The company agrees to provide and maintain protective clothing where necessary, to protect employees from injury.

ARTICLE 23 - SEVERANCE PAY

23.01 The company and the union understand that the severance pay to which an employee is entitled is outlined in the Ontario Employment Standards Act. However, the severance pay calculations will be:

a) based on all years of company service, and

b) will provide an additional one-half (1/2) weeks regular wages per year of service beyond the severance pay provisions of the Employment Standards Act.

All other provisions of the Act will apply.

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ARTICLE 24 - DURATION OF AGREEMENT

24.01 This Agreement shall be deemed to have come into effect on ~~March 1, 1994 and shall~~ remain in effect up to and including the 28th day of February, 1997 and shall automatically renew itself from year to year ~~thereafter unless~~ written notice of ~~the~~ desire to terminate the Agreement or to amend any portion of any of the terms hereof is given by either ~~party to the other~~ within ninety (90) days prior to the ~~28th~~ day of February, 1997 prior to the expiration of any such annual period thereafter.

24.02 If notice of the intention to renew or amend is given by either party pursuant to the provisions of the preceding paragraph, such negotiations shall commence not later ~~than~~ **(15)** days after such notice or as ~~soon~~ thereafter as is mutually agreed.

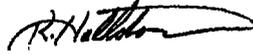
24.03 If pursuant to such negotiations, an agreement is not reached on the renewal or amendment of the agreement prior to ~~the~~ current expiration date, the agreement shall continue in effect in accordance with the terms of the Ontario Labour ~~Relations~~ Act.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representative on the day and year first above mentioned.

PHILLIPS CABLES LIMITED UNITED STEELWORKERS OF
AMERICA
ON BEHALF OF LOCAL 7276



P. Chow



K. Halldorson



S. Atkinson



V. Dockrell



A. Nerska



J. Fitzpatrick

Letter of Understanding regarding Ajax Pension Plan

Contributions to the money purchase pension plan will be discontinued effective April 30, 1991. Subject to the provisions of the Ontario Pension Benefits Act, vested assets will be transferred to employee non-redeemable RRSPs. Employees will be reactivated in the Warden Avenue plant pension plan effective May 1, 1991. Employees who participated in the money purchase pension plan at the Ajax Distribution Centre will not be entitled to credited service for pension purposes for the period of time they contributed to the money purchase plan.

For the Union:

For the Company:



Ken Halldorson
Plant Chairperson



Phil Chow
Customer Service Manager

Dated this 1st day of June, 1994.

Letter of Understanding U.S.W.A. Humanity Fund

The company agrees to contribute \$20.00 to the U.S.W.A. Humanity Fund on an annual basis on the anniversary date of the agreement, for each employee who is actively at work.

For the Union:

For the Company:



Ken Halldorson
Plant Chairperson



Phil Chow
Customer Service Manager

Dated this 1st day of June, 1994.

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