

Collective Agreement

Between

NOMIA

CABLE TECH

**Noma Cable Tech,
a Division of Noma Inc.**

And

**CAW  TCA
CANADA**

**National Automobile, Aerospace,
Transportation and General Workers'
Union of Canada (CAW-Canada)
and its Local 370**

Term of Agreement

March 1, 2000 to February 28, 2003

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Article 1 Recognition

1.01 The Company recognizes the Union as the sole collective bargaining agent of all employees of Noma Cable Tech, a Division of Noma Inc. in the Town of Whitchurch Stouffville save and except foreman, those above the rank of foreman, office, technical and sales staff and students employed during the school vacation period.

Article 2 Union Security

2.01 All current employees who have not done so and all new employees will be required to complete and sign an Application for Membership and Authorization for Checkoff of Dues and Initiation Fee on A230-86, supplied by the Union to the Company. The Local Union copy of this form will be forwarded to the Local Union Financial Secretary upon completion.

2.02 All dues and initiation fees deducted must be remitted to the Local Union Financial Secretary within five (5) working days of the deductions along with a list of names and amount of each deduction. The Company will also supply a list of those members who did not have Union Dues deducted and the reason why no deduction took place.

2.03 The Financial Secretary of the Local Union will notify the Company of any change in the amount of Union Dues and/or Initiation Fee to be deducted in line with the constitutional requirements of the National Union.

2.04 Union Dues are payable from the first full pay received by the employee following the date of hire. The minimum amount of Union Dues shall be two (2) hours and twenty (20) minutes straight time per month. For those members paid by the hour, day, week or month, the dues shall be based on the amount earned per straight time hour in the last payroll period worked before the dues are payable.

Amounts include any amount considered regular pay including incentive earnings.

Amounts do not include Shift Premiums, Overtime Premiums, Saturday, Sunday and Holiday Premiums.

Dues are payable when members receive benefits in lieu of work such as Vacation Pay, Holiday Pay, Jury Duty or Bereavement Pay.

Dues are not payable when a member receives Sickness & Accident Benefits or Workers Compensation benefits.

2.05 The Union shall indemnify and save harmless the Company against any and all claims, demands, suits or other forms of liability that arise out of or by reason of any action taken or not taken by the Company for the purpose of complying with any of the provisions of this Article, or in reliance on any list, notice or assignments furnished under any of such provisions.

2.06 The Union will not hold meetings at any time on the premises of the Company without the permission of the Director of Manufacturing, or in his absence, the Production Manager.

2.07 The Company agrees to provide information to new employees regarding the presence of the Union, the status of new employees, the names of Union representatives and to provide the forms required to be signed by new employees. A representative of the Union will be given a period of up to ten (10) minutes at the time of sign-up of a new employee for the purpose of discussing the employee's rights and responsibilities under the Collective Agreement and Union Constitution.

Article 3 **Management Rights**

3.01 The Union recognizes and acknowledges that the management of the Company and direction of the work force are fixed exclusively in the employer and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the employer to :

- (a) maintain order, discipline, and efficiency and in connection therewith to make, alter and enforce from time to time rules and regulations, policies and practices to be observed by its employees;
- (b) discipline or discharge employees for just cause including a disciplinable breach of Company rules or the provisions of this Agreement provided that a claim for unjust discipline or discharge may be the subject matter of a grievance and dealt with as hereinafter provided;
- (c) select, hire, transfer, assign to shifts, promote, demote, classify, lay-off, recall, retire employees. and select employees for positions excluded from the bargaining unit;
- (d) determine the locations of operations and their expansion or their curtailment;
- (e) direct working forces, to subcontract work, to schedule operations, the number of shifts, the methods, processes and means of production, to determine job content, products to be manufactured, incentive, quality and quantity standards;
- (f) use improved methods, machinery and equipment, to determine kinds & locations of machines & tools to be used;
- (g) decide on the number of employees needed by the Company at any time, the number of hours to be worked, starting and quitting times;
- (h) determine financial policies, including general accounting procedures and customer relations;and
- (i) the sole and exclusive jurisdiction over all operations, buildings, machinery, equipment and employees.

3.02 The Company agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Agreement.

Article 4
Union Company Co-operation

4.01 The Union and Company will give close co-operation to each other in the elimination of waste, inefficient production and poor workmanship and to encourage recycling and reuse.

Article 5
No Strikes or Lockouts

5.01 In view of the orderly procedure contained in this collective agreement for the settling of differences between the Company and the Union, the Company agrees that it will not cause or direct any lockout, and the union agrees that there will be no strike during the term of this agreement. "Strike" and "Lockout" shall have the meaning given to those words in the Labour Relations Act (Ontario), R.S.O. 1990, Chapter L.2 and amendments thereto.

Article 6
Bargaining Unit Work

6.01 Employees excluded from the bargaining unit shall not regularly perform work normally performed by employees in the bargaining unit except as follows:

- (a) to protect the safety and welfare of employee;
- (b) in emergencies such as when necessary to prevent damage to facilities, equipment or loss of materials, or the unnecessary shut-down of equipment or interruption of workflow;
- (c) in the instruction of or demonstration to employees;
- (d) in experimenting with new processes, materials or equipment or in developing a new product or work procedure;

- (e) when qualified employees are not available;
- (f) in providing assistance to employees or relief for unscheduled breaks;
- (g) if a Group Leader or other employee is not providing lunch time relief to an employee, the employee and his supervisor may mutually agree to have the supervisor provide lunch time relief or the employee may elect to shut down the machine at his lunch time.
- (h) Before any supervisor performs bargaining unit work due to absenteeism or qualified people not being available, the supervisor must make reasonable efforts to contact available qualified bargaining unit workers.

Article 7 Union Representation

7.01 The Company recognizes the following representatives of the union to be elected or appointed:

Three (3) committee persons who, along with the unit Chairperson will act as both negotiating committee and grievance committee. One of these committee members must be from the Skilled Trades. The committee Chairperson shall displace the least senior bargaining unit employee who holds a day shift position (if the Chairperson does not already hold a day shift position). The Chairperson will be paid the rate of the job or their rate, which ever is greater (exclusive of shift premium). The displaced employee shall be allowed to displace another employee in the manner prescribed in the Layoff Articles. The Chairperson will return to their previous position once their term as Chairperson ends and Article 15 shall apply.

A change in the number of grievance committee members can be made by written mutual agreement

between the Company and the Union. All representatives shall have at least one year's seniority with the Company and one year's good standing with the Union, and shall be regular employees of the Company during their term of office. The name of each of the representatives and the name of the representative chosen or otherwise selected from time to time to be the Chairperson shall be given to the Company in writing and the Company shall not be required to recognize any such representative until it has been so notified.

7.02 Where a shift has no Committeeperson representation, the Company will recognize two (2) Stewards for each unrepresented shift. Such Stewards will be selected from among the employees on these unrepresented shifts and will have at least one (1) year's seniority. The Stewards will not be members of the Plant Committee. The Union shall notify the Company in writing of the names of such Stewards at the time of their appointment.

7.03 The Steward, Committeeperson or the Plant Committee shall investigate and process grievances in accordance with the Grievance Procedure set out in the Agreement. At any further negotiations for the renewal of this Agreement, the bargaining unit will be represented by the Plant Committee as defined in the Article above, the Union's National Representative and/or the President of the Local.

7.04 The Union recognizes and agrees that the employees covered by this Article have regular duties to perform in connection with their employment. The Company in turn recognizes that the elected union representatives are responsible for the administration of the collective agreement, the investigation of complaints and presentation of grievances during normal working hours.

The Union representatives will not attempt to disrupt production or adversely affect productivity.

The Company will not impede representatives from fulfilling the aforementioned responsibilities.

7.05 The privileges of a representative to leave his work without loss of basic pay to attend to legitimate Union business is granted on the following conditions: -

- (a) The time shall be devoted to the prompt handling of legitimate and necessary Union business.
- (b) The representative concerned shall obtain the permission of the supervisor concerned before leaving his work; such permission shall not be unreasonably denied.
- (c) He may not attend to legitimate Union business in a department or area other than his own, without informing the supervisor of such department or area of his purpose before attending to that business.
- (d) The time away from work shall be reported in accordance with timekeeping methods of the employer.
- (e) The employer reserves the right to limit such time if it deems the time so taken to be excessive.
- (f) In the application of this Article, there shall be no suspension of work by any employee without the express permission of the employee's supervisor. This permission shall not be unreasonably withheld.
- (g) All Union Committee meetings with the Company will be paid at applicable hourly rates. Meetings on subjects such as grievances or arbitration which are not held with the Company or are held with third parties will not be paid by the Company.

7.06 By the end of the first week of each year, an employee who has taken time off for union business under Article 7.05 may request a review of his pension contributions for each week of the previous year in which he took time off for union business. If the employee did not receive pension credit for forty (40) hours worked, that employee may choose to pay the personal deductions shortfall caused by the above time off to a maximum of forty (40) hours each week. The company will match the employees contribution up to the forty (40) hour limit.

Article 8 No Discrimination

8.01 There shall be fair treatment of all employees by both the Company and the Union in accordance with the Ontario Human Rights Code, 1981 and with respect to race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offenses, marital status, family status, handicap, or Union affiliation.

8.02 Whenever the masculine gender appears in this Agreement it shall also mean the feminine gender as the text requires.

Article 9 Harassment

9.01 The Union and the Company recognize that harassment is an unlawful employment practice in violation of the Ontario Human Rights Code. Complaints by a member of the bargaining unit of alleged personal harassment will be handled immediately with all possible confidentiality by a joint committee consisting of the National Representative and/or the Plant Chairperson of the Union, Plant Manager and/or the Director of Human Resources. If the complaint cannot be resolved by this committee, the matter may be referred as a Step 3 grievance. This article shall be interpreted in accordance with and subject to the provisions of the Code.

9.02 Harassment as defined in the Ontario Human Rights code can be made the basis of a complaint to the Ontario Human Rights Commission. It includes any unwelcome action by a member of management or a co-worker, whether verbal or physical, on a single or repeated basis, which humiliates, insults or degrades. "Unwelcome" in this context means any actions which the individuals know or ought to know are not desired by the victim of the harassment.

Generally, sexual harassment is any unwelcome attention of a sexual nature such as remarks about appearance or personal life, offensive written or visual actions like graffiti or degrading pictures, physical contact of any kind, or sexual demands.

Generally, racial harassment is any action, whether verbal or physical that express or promotes racial hatred in the workplace such as racial slurs, written or visually offensive actions, jokes or other unwanted comments or acts.

Article 10 **Data to be Supplied to the Union**

10.01 The Company will supply the Plant Chairperson with the following information by the 15th calendar day of each month:

- a. Employees who acquire seniority
- b. Employees by rate and classification
- c. Employees transferred into or out of the bargaining unit
- d. Employees laid off or recalled
- e. Employees who have lost seniority
- f. Employees on authorized Leave of Absence
- g. Employees on Weekly Indemnity (WI) or Workers' Compensation (WCB)
- h. Employees who are discharged

10.02 The Company will provide the union with names, addresses and postal codes of all active employees and future retirees in the bargaining unit within a reasonable time period after the signing of this Agreement. After providing two (2) copies of such a list, the Company will provide the Plant Chairperson with changes to such a list every three (3) months thereafter. It is understood that the Company in providing such information will rely on the last address provided by the employee. The parties recognize that employees have the right to request that their address remain confidential and agree that where an employee so indicates, the Company will honour that request.

Article 11 Grievance Procedure

11.01 All grievances arising between the employees and the Company shall be dealt with as quickly and effectively as possible by cooperative effort on the part of both the Union and the Company. All meetings referred to in this Article will similarly be arranged and held as quickly as reasonably possible.

11.02 "Grievance" for the purposes of this Article shall mean a dispute with reference to the interpretation, application or administration of this Agreement or a claim concerning improper discipline or discharge. However, no grievance shall be considered if the circumstances giving rise to it were known or ought to have been known by the grievor(s) for more than ten (10) working days before filing of the grievance.

11.03 For the purposes of this Article, working days will exclude Saturdays, Sundays, paid holidays and plant shutdown periods.

11.04 An employee having a question, issue, or complaint shall first take the matter up with their immediate supervisor who will make a sincere effort to resolve the matter within one (1) day. The employee will have the assistance of their union representative if so requested.

step 1

If the matter is not resolved to the satisfaction of the employee, then any grievance may be put in writing on a grievance form stating the nature of the grievance, the remedy sought and the section(s) of the Agreement which are alleged to have been violated, and signed by the employee involved. The form must be submitted by the Union to the Production Manager or his designate within three (3) working days of the receipt of the Supervisor's reply in 11.04. A meeting will be held between the Production Manager, one (1) other Management representative, the grievor (if requested by either the Company or the Union) and his Union Representative within three (3) working days of receipt of the grievance. The Production Manager or his designate will reply to the grievance in writing within three (3) working days following the meeting.

Step 2

Grievances not settled at Step 1 may be referred to the Director of Manufacturing or his designate within three (3) working days of the receipt of the written response in Step 1. A meeting will be arranged between the parties at a mutually agreeable time in an attempt to resolve the grievance. The Union Grievance Committee and the National Representative or Local President (if he so desires), will participate in this meeting together with up to an equal number of Management Representatives. The Director of Manufacturing or his designate shall give his response in writing, within five (5) working days following the meeting. The party having carriage of the grievance will then have 30 calendar days to refer the matter to arbitration as set out in Article 12.01.

11.05 Failure by the party having carriage of the grievance to carry out the steps in a timely fashion shall mean that the matter is deemed to have been settled on the basis of the last written answer of the responding party. The time limits mentioned in this Article may be extended by mutual agreement in writing between the company and the union. The grievance procedure in this Article shall apply equally to an individual grievance or a group grievance. Policy or Management grievances, however, shall be referred directly to Step 2 of the grievance procedure within five (5) working days of the occurrence of the events giving rise to the grievance. The Union may not institute a grievance directly affecting an employee or employees, which such employee or employees could themselves institute and the regular Grievance Procedure shall not thereby be by-passed.

Article 12 Arbitration

12.01 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the steps of the grievance procedure outlined in Articles above and which has not been settled, may be referred to Arbitration, at the written request of either of the parties hereto.

The parties also agree that where mutually agreed, any grievance that has been properly carried through all the steps of the grievance procedure as set out above, and has yet to be resolved, may be referred to private mediation prior to arbitration. The parties will share the cost of any mediator agreed upon.

12.02 The Arbitration Pool will be composed of three (3) persons appointed by the Company and three (3) persons appointed by the Union. The sole Arbitrator for each dispute will be chosen at random from the Pool after the matter has been referred to arbitration.

12.03 The decision of the Arbitrator shall be binding on both the company and the union.

12.04 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 terms and provisions of this Agreement, nor to deal with any matter not covered by this Agreement, or any matter which does not involve the interpretation, application, administration, or alleged violation of this Agreement.

12.05 Each of the parties to this Agreement will bear the expenses of the preparing and presenting its own case, including wages or salaries of its witnesses, and the parties will jointly bear the expenses, if any, of the Arbitrator.

12.06 The time limits stated in this Article and in the Grievance Articles may be extended by mutual agreement of the company and union in writing.

12.07 No person may be appointed an arbitrator who has been party to an attempt to negotiate or settle the grievance.

12.08 The following is an agreed list of Arbitrators for the Arbitration Pool.

1. Donald O'Shea
2. Howard D. Brown
3. John T. Clement
4. Dan Harris
5. Martin Teplitsky
6. I. Hunter
7. G. Charney

Article 13 **Disciplinary Cases**

13.01 An employee who has attained seniority and who has been called to a meeting for the purpose of imposing discipline shall be informed of their right to have a Union Representative present.

13.02 An employee who has attained seniority and who has been given a suspension or has been discharged shall have the right to meet with his Representative to discuss the discipline for a reasonable period of time prior to leaving the Plant. This meeting period will not be allowed if, in the opinion of the Company, the discharged employee is threatening, abusive or disorderly. A grievance by the discharged or suspended employee shall be in writing as per Step 1 and shall be filed within three (3) working days of the discharge or suspension but shall be processed commencing at Step 2 of the grievance procedure.

13.03 In imposing discipline the Company will not take into account any infraction of a major nature which occurred more than eighteen (18) months previously, provided the employee has had no disciplinary notices on the file during the eighteen (18) month period. For the purpose of this clause an infraction of a major nature is defined as a written warning of discipline, suspension or discharge.

13.04 A copy of disciplinary notices (as defined above) given to Bargaining Unit employees will be provided to the Plant Committee Chairperson within one (1) day of their issuance.

Article 14 **Seniority**

14.01 Seniority, as referred to in this Agreement, shall mean the length of service with the Company in the bargaining unit from the date of last hiring by the Company. Company Service, For the purpose of vacation and benefits shall mean length of service with the Company from the date of last hiring by the Company.

14.02 An employee will be considered on probation for his first sixty (60) days actually worked during any twelve (12) consecutive months and will have no seniority rights during that period. After completion of the above probationary period, the employee shall then be assigned a seniority date crediting him with sixty (60) days of service.

14.03 During the probationary period referred to above, the employee shall be considered as being employed on a trial basis and may be discharged or laid off at the discretion of the Company.

14.04 When two or more employees attain seniority on the same date, they shall be placed in alphabetical order on all seniority lists, with the surname on the original application.

14.05 Seniority shall terminate and an employee shall cease to be employed by the Company when he:

- (a) voluntarily quits his employment with the Company;
- (b) is discharged and is not reinstated through the grievance procedure or arbitration;
- (c) is off the payroll for a continuous period of:
 - i) twelve (12) months for non-probationary employees whose seniority at the time of leaving payroll was less than one (1) year
 - ii) a number of months equal to his seniority up to a maximum of twenty four (24) months for employees whose seniority at the time of leaving payroll was one (1) year or greater.

Persons in receipt of accident or sickness benefits shall not be considered off the payroll for purposes of this sub-section;

- (d) fails to report for work when recalled from layoff within five (5) working days following notice to report by the Company sent by registered mail or courier to his last known address;
- (e) fails to return to work upon the termination of an authorized leave of absence unless a valid reason acceptable to the Company is given;

- (f) accepts gainful employment while on a leave of absence without first obtaining the consent of the Company in writing;
- (g) is absent from work for three (3) working days or more without providing a valid reason acceptable to the employer.

14.06 It shall be the duty of each employee to notify the Company promptly of any change in address. If an employee fails to do this, the Company will not be responsible for failure of a notice to reach such employee.

Article 15 **Layoffs and Recalls**

15.01 For the purposes of this article, a "Layoff" shall be defined as a displacement resulting in an employee being removed from the plant, while a "Bump" shall mean a displacement to another position in the plant.

15.02 Whenever it becomes necessary to decrease the workforce, the company will identify the affected employee(s). These employee(s) will be displaced in reverse order of seniority, subject to the qualification that the employee(s) who exercise bumping rights in lieu of layoff shall bump following the steps outlined below:

Step 1

An affected employee shall bump the most junior employee in the same classification on the same shift;

Step 2

If unable to bump under the provisions of Step 1, an affected employee shall bump the most junior employee in his department on his shift.

Step 3

If unable to bump under the provisions of Step 1 or 2, the affected employee may either;

- a) bump the most junior employee in the same classification on another shift

- or
- b) bump the most junior employee in his department on another shift
- or
- c) bump the most junior employee on his shift in another department.

Step 4

If unable to bump under the provisions of Step 1, 2 or 3, an affected employee may bump the most junior employee in another department on another shift.

Step 5

If unable to bump under the provisions of Step 1, 2, 3 or 4, an affected employee may bump the most junior production employee in the plant regardless of skill requirements.

	Classif	Dept	Plant
Own Shift	Step 1	Step 2	Step 3
Other Shift	Step 3	Step 3	Step 4

15.03 In all bumping situations, the bumping employee shall,

- i) have **the** skill and ability to perform the work available with familiarization **but** without additional training.
- ii) be listed as a trained operator in that classification in the Noma Cable Tech Master Training Log.

15.04 The Union Plant Committee will be retained in the employ of the Company during their respective terms of office, notwithstanding their position on the seniority list, so long as the Company has work available which they are able and willing to perform. Positions of Skilled Trades will also be protected from displacement by other employees under this article.

15.05 Employees who have been displaced (remained in the plant) will have super-seniority for a period of up to twelve

(12) months over other employees for the purpose of applying for the first posting of the classification from which they were displaced. Failure to apply for the first posting will eliminate the employee's super-seniority unless that opportunity was not on their own shift, in which case they will retain their super-seniority for the remainder of the twelve (12) months.

15.06 Subject to exhausting all eligible bumped applicants under 15.05, employees who have been laid off in accordance with the above provisions will be returned to work in line of seniority in which they were laid off, providing they are able and willing to do the work available. Employees may refuse to return to any position other than their original position without losing seniority or recall rights. The union will be notified in writing of all recalls.

15.07 Short Term layoff shall be deemed to be a layoff up to and including five (5) consecutive working days, not to exceed five (5) working days per employee in any calendar year. An employee will be placed on Short Term layoff without regard to department, seniority or classification if the layoff is caused by breakdown, change in production requirements, re-tooling or lack of material. In the event of a Short Term layoff which is neither planned nor expected to last more than five (5) working days, as much notice as is reasonably practical will be given. Should a Short Term Layoff exceed five (5) consecutive working days, Article 15 shall apply beginning on the sixth (6th) working day.

15.08 When recalling an employee after layoff he shall be notified by registered mail or courier and allowed five (5) working days to report for work. It shall be the employees responsible to keep the company notified as to change of addresses and his telephone numbers so that they will be current at all times.

Article 16 **Job Posting**

16.01 When a permanent job vacancy occurs, the company will post a notice of vacancy for a period of three (3) working days

on the bulletin boards. All job postings so posted by no later than 10:00 a.m. on a given working day will result in that day being considered as full day of the posting period. When any permanent job opening occurs which the company decides not to fill, the company will post its decision within two (2) working days of the occurrence of the vacancy.

16.02 Applications must be in writing, signed by both the employee and their supervisor, and be deposited in the box during the period of posting only. The employee will also provide a copy of the application to the Union at the same time. The notice will specify the nature of the job, the shift, qualifications required, and the rate of pay.

16.03 Seniority employees desiring consideration in the filling of the job vacancy shall signify their desire by signing the job posting, indicating their clock number and their seniority, during the period it is posted. All such jobs shall be awarded within three (3) working days from the date of the removal of the job posting. The employee will receive a copy of his/her application at the time submitted, initialed by the supervisor. In filling any posted vacancy under the article, the company will select the senior applicant. A list of all applicants will be given to the union.

16.04 With respect to successful applications by Extruder or CV operators, the Company need only post the vacancy resulting from the placing of the successful applicant, regardless of where in the process of filling any job vacancy or vacancies that this occurs. With respect to all other postings, there will not be a restriction on the number of following postings for vacancies, unless there is a successful Extruder or CV applicant in the process, in which case, the restrictions above will apply.

16.05 Where no suitable applications are received from within the plant, the company shall be able to fill the position by hiring from outside. However, where a seniority employee has applied who would be eligible for the posting but for the provisions of Article 16.12, that person will be given preference before hiring from the outside.

16.06 If the employee is unsatisfactory within ten (10) days following the employee starting in that position, the employee

will be returned to his previous position and the posting will then be awarded to the most senior applicant, if any, failing which the provisions of article 16.05 will apply.

16.07 The successful applicant for a position of Material Handler, Group Leader, Shipper Receiver, Casting, Breakdown, Plastic Mix/Compounding, EM-9, EM-12, Multiwire and Fine Wire, shall be placed in a recognized forklift training course as soon as possible, and upon successful completion of the course shall begin their work in the position. Should the course not be successfully completed, the job will become open to other applicants under the job posting, as provided in article 16.06

- 16.08 a) Skilled Trade positions in Maintenance will be advertised in the plant, but are not subject to the Job Posting procedures herein. Applicants who possess full qualifications for Skilled Trades positions, shall be given first consideration over new hires for such positions.
- b) Group Leader positions will be filled at the discretion of the company.

16.09 Jobs shall not be considered permanently vacant when being filled as a result of sickness, accident, or authorized leave of absence anticipated or expected to last for more than thirty (30) calendar days. Such jobs will be posted as an interim vacancy and the provisions of this article shall apply. Upon completion of this interim assignment, the selected employee shall return to his former job. It is understood that only the vacancy resulting from the filling of the interim vacancy need be posted. Any other resulting vacancies may be filled at the discretion of the company. These days cannot be used toward a permanent posting.

16.10 Where an applicant does not receive the position applied for, he shall, upon request to the Human Resource Department, be notified in writing within one (1) week and, where the employee so requests, he will be provided with a reason why his application was refused. The company will agree to provide an explanation whenever a job posting is canceled. The successful applicant will be so notified in writing with a copy forwarded to the union.

16.11 Any employee who has successfully bid under the article shall not be entitled to bid on another posted job for six (6) months from the date he commenced work in the new job, unless 16.05 has been applied.

16.12 Temporary vacancies shall not be deemed to be vacant for the purposes of this article and shall not be posted. Temporary vacancies shall be defined as vacancies anticipated to last for less than thirty (30) calendar days. In filling temporary vacancies, the company may select an individual from the classification and line of its choosing. The days cannot be used toward a permanent posting. The Company will notify the Union when a temporary vacancy is filled, and again if it will extend beyond thirty (30) days.

16.13 During situations of production difficulties or short term work increases, the company has the right to assign other in-plant employees for the necessary period of time to complete the work or, in the alternative, temporarily recall employees or hire new employees in order to ramp up production in a department as required during the period of time needed to complete the job posting process. The union will be advised in advance of this whenever possible.

16.14 The parties agree that the provisions dealing with temporary vacancies have no application to vacancies resulting from lateness, bereavement, or absenteeism. In these situations, the company may fill vacancies at its discretion so that production requirements will be met with the minimum of disruption. For example, the company may fill such vacancies with a Group Leader or other employee without regard to seniority, and such assignment may continue for the remainder of the shift. The temporarily transferred employee shall be paid his normal rate of pay or the rate of pay of the job, whichever is greater, if the temporary transfer is for longer than two (2) hours in duration.

Article 17
Hours of 'Work & Overtime

17.01 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.

17.02 Normal shift schedules are as listed below and include a thirty (30) minute paid lunch break. The company and the union agree that the regular hours of a shift may be modified upon mutual agreement between the company and the employees in the classification who would be affected.

The Company agrees to advise the union when such changes are affected.

Normal Shift Schedules

Departments/ Machinery	T Days	Afternoons	Midnights
All	8:00 am 4:00 pm	4:00 p m - 12:00 am	12:00 am - 8:00 am
Casting, CV1, CV2, EM2, EM9, Twisting (#3,#4,#5), Bunching (#10,11, 12, 21, 22, 23, 24), Breakdown, Multi-Wire	8:00 am 8:00 pm		8:00 pm - 8:00 am
Shipping/Receiving	8:00 am 4:00 pm	3:30 pm - 11:30 p m	11:30 pm - 7:30 am
Cleaner	6:00 am 2:00 pm		

17.03 It is agreed that, due to the nature of certain processes and the necessity of maintaining, continuous operations, wherever necessary, the machines will continue to operate and personnel will have their lunch periods staggered to maintain continuous operation.

17.04 The continuous twelve (12) hour shift will be based on a 3/2/2/3 shift schedule and provides for a seven (7) day continuous operation. Shift premiums shall not apply between the hours of 8:00 am and 4:00 pm. Afternoon Shift premium shall apply from 4:00 pm to 12:00 am, and Midnight Shift Premium shall apply from 12:00 am to 8:00 am. Applicable Overtime or Holiday premiums shall apply to shifts which fall on Saturday, Sunday or Paid Holidays. Any changes to this schedule will be agreed between the company and union.

17.05 Employees shall be paid time and one half the employees' regular base rate exclusive of premiums for all hours worked in excess of eight (8) hours a day. All overtime worked in excess of twelve (12) hours a day shall be paid at the rate of double time. This clause does not apply to employees on special shifts.

17.06 Work performed on a paid holiday shall be paid at double the employees' regular base rate exclusive of premiums, in addition to pay for the holiday. Employees on continuous shifts who work on a paid holiday will be entitled to take a day in lieu.

17.07 Work performed on Saturday shall be paid at the rate of time and one half the employees' regular base rate exclusive of premiums. Work performed on Sunday shall be paid at double the employees' regular base rate exclusive of premiums. This clause shall not apply to employees on special shifts.

17.08 The Company shall have the right to schedule overtime when in its discretion it is required.

17.09 It is recognized that overtime work may be required from time to time. If an insufficient number of employees volunteer to work overtime, then the Company may require the least senior employees in the affected classifications, regardless of shift, to work the needed overtime up to a maximum of eight (8) hours overtime per week.

17.10 To assure continuity in the operation of production machines, it is agreed that the operator at the end of his shift, in such cases where the next operator has not shown up, shall notify the foreman. If the foreman requests an employee to

stay to continue the operation of a production machine, such work performed will be on a voluntary basis.

17.11 There shall be no pyramiding of premium pay provisions. The employee shall be entitled to the single premium providing the greatest benefit.

17.12 The Company may schedule a second or third shift as production requires.

- i) Employees working the Afternoon shift shall receive a shift premium of 70¢ per hour.
- ii) Employees working the Midnight shift shall receive a shift premium of 90¢ per hour.
- iii) Shift premiums shall be paid on Overtime where applicable.

Article 18 Overtime Equalization

18.01 An equalization system for the distribution of Overtime will be run on the following basis:

- a. Hours offered on overtime opportunities shall be credited at 1.5 hours for time and one half overtime **and** 2.0 hours for double time. Hours will be credited in the same time breakdown as used **by the payroll** system.
- b. Overtime Equalization lists will be updated weekly and posted in the Departments for inspection by employees. Supervisors will be responsible for the accuracy of the lists and for the asking of overtime regardless of the individual actually performing the task. Supervisors will post sign-up sheets to ask for scheduled overtime. An employee who does not sign up and who would have been eligible to be asked for overtime as the supervisor progressed the equalization list will **be** deemed to have refused the overtime. An employee who signs up **but** is not brought in to work due to their high hours on the list will not be charged the hours. The Company

will supply the Union with copies of the overtime sheets.

- c. The parties agree to the following understanding regarding the application of the overtime equalization:
 - 1) Regardless of where an employee actually works the overtime hours, those hours will be charged in their own classification.
 - 2) Regardless of when an employee is asked to work the overtime hours, the employee will be charged for those hours whether or not they agree to work them.
 - 3) All hours worked will be charged.
 - 4) These understandings will be applied consistently across all departments.
- d. Employees will be credited with overtime opportunities worked or refused as follows;
 - i) Two categories of hours will be tracked
 - Type 1 - Overtime - Accepted
 - Type 2 - Overtime - Refused
 - ii) For the purpose of placing employees in order for asking for overtime the total of Type 1 and Type 2 hours shall be used.
 - iii) When sufficient coverage is not found within the Equalization Group, the supervisor should then ask qualified employees (including Group Leaders) with low hours (Total of all types) in the same department, then anywhere in the plant.
 - iv) Employees who are off work for the reasons of Leaves of Absence, Sickness, or Injury (Work Related or Other) should be credited with hours whenever they would normally have been asked had they been working. Should an employee be off work for more than thirty (30) calendar days consecutively or should an employee return to

the bargaining unit, the employee shall be credited with the average overtime hours held by the individuals in the group.

- e. New employees will be given the highest number of hours in their group. Employees who accept a posting to another equalization group shall be credited with the average hours in that group. Employees temporarily transferred will be credited with the average hours in the new group and on returning to their old group, will be given their old hours plus the average of the hours given to the employees in their old group during their absence.
- f. As of January 1st of each year, the overtime equalization records will be reset by reducing the employee with the lowest credited hours in the group to zero and reducing all others in the group by the same amount.

Example: Employee A 600 hours as of December 31
Employee B 630 hours as of December 31
Employee C 650 hours as of December 31

When the group is zeroed on January 1, "A" will have 0 hours. "B" will have 30 hours. and "C" will have 50

- g. The company agrees to setup overtime equalization groups such as listed below.
- h. In order to comply with Overtime Equalization provisions, the Company may request employees to work overtime on a shift other than their own (i.e. on a shift where the overtime to be worked has been scheduled for economic or production needs). If there is overtime to be had on an employee's shift, the employee is not entitled to demand movement to another shift to work even if they are low in hours on the list. When two or more employees from a shift other than the one where the overtime is to be worked must be asked, the low hours employee should be given first choice of shift.

- i. Employees must accept or refuse unposted overtime in a short period of time upon being asked. Employees who refuse overtime consistently may, upon mutual agreement, be bypassed from being asked and will be credited with all overtime hours which they would normally be requested to work. Employees who are routinely scheduled for overtime must be credited with these hours.

Department	Equalization Group	Group #
Packaging	Rewind/Cleaner/Spoolmaker	1
	Armouring	2
	Braiding/Bobbin Winding	3
	Lacquering	4
	Material Handling	5
Bare Wire	Casting	6
	Breakdown	7
	Single Wire Drawing	8
	Multi Wire Drawing	9
	Bunching	10
	Copper Rewind	11
	Twisting	12
	Tinning	13
	Bunching -- Continuous 12 hour shift (#10,11,12,21, 22,23,24)	14
	Twisting -- Continuous 12 hour shift (# 3,4,5)	15
OEM Extrusion	EM-1	16
	EM-2	17
	EM-3	18
	EM-4	19
	EM-5	20
	EM-7	21
	EM-9	22

	Compounding	23
		24
Bldg Wire Extr	EM-6	25
	EM-8	26
	EM-10	27
	EM-11	28
	EM-I!	29
	CV-1	30
	CV-2	31
	CV-3	32
Shipping	Shipper/Receiver	33
Rework	Rework Inspector	34
Maintenance	Mechanic	35
		36
		37
		38

Article 19 Health & Safety

- 19.01 a) The Company shall make all reasonable provisions for the Safety and Health of the employees and the employees are encouraged to make suggestions to management respecting safety. The Company and the Union agree that the Occupational Health and Safety Act (OHSA Ontario) will be adhered to.
- b) The parties agree that should the present Act be changed such that the right to refuse unsafe work is removed, the parties would want to preserve that right. Therefore, upon disagreement between the employee and the certified safety representatives of the parties on the appropriate action to be taken, or with either of them, the parties may mutually agree on the selection of a private mediator to assist them. Any agreed upon solution arrived at through this process will be binding upon the company, the union and the employee(s) who are or may be affected, except for any right that may be preserved by relevant legislation.

19.02 The Company and the Union agree on the mutual desire to maintain high standards of Safety and Health in the plant in order to prevent injury and illness. This includes;

Education and Training

The parties agree that employees should receive proper education, training and instruction.

Right to Accompany Inspector

The Union Co-Chairperson or alternate shall be allowed to accompany government inspectors respecting health and safety issues on an inspection tour.

Employment of Disabled Workers

The parties agree to make all reasonable efforts to accommodate disabled workers as required by the Ontario Human Rights Code and the Workplace Safety and Insurance Act. On an individual basis, the Committee may meet to consider an appropriate accommodation and to make recommendations to the Company,

Heat Stress

Upon recommendation of the Committee during times of high heat, the Company will provide appropriate cold drinks for the employees.

Ergonomics

The Company will ensure that ergonomic needs reported by the employees pertaining to their work area will be discussed at the monthly health and safety meeting for a resolution,

Access to the Workplace

At the request of either of the Co-Chairs of the Health and Safety Committee, the National Health and Safety Representative of the C.A.W. may attend meetings of the Health and Safety Committee.

19.03 The Safety Committee will be composed of three (3) members of management and three (3) elected or appointed Safety Representatives from the bargaining unit. The committee will be co-chaired by a member management and an employee representative selected from among the committee members. The committee will cooperate in areas of Health and Safety management and promotion.

The committee shall;

- a) Meet on a monthly basis to review Safety issues and conduct committee business.
- b) Designate committee members to conduct monthly inspection tours of plant facilities for the purpose of reporting unsafe acts or conditions for correction. These regular inspections shall be made of all places of employment, including buildings, structures, grounds, equipment and machinery.
- c) Designate a management committee member and bargaining unit committee member who shall investigate accidents and report on recommendations for action to the committee.
- d) Structure and recommend a training program for all employees on Safety and Health, including specific training for Safety Representatives, for W.H.M.I.S. requirements and such other needs as the Committee identifies.
- e) Receive and consider recommendations from the workforce with respect to health and safety matters and consider appropriate responses to same.
- f) The Committee shall have the opportunity to investigate all dangerous circumstances that have been reported to them and reviewed by the Committee.
- g) Every injury or near miss, which involved or would have involved a worker going to a doctor or a hospital must be investigated by the Committee.

19.04 It is agreed that proper training of employees in matters of Health and Safety is vital to improvements in this area. In addition to any training program developed by the Joint Health and Safety Committee for this purpose, the following training will be provided:

- a) All members of the Joint Health and Safety Committee will receive forty (40) hours of Health and Safety training (WHSC #1). This training will commence within ninety (90) days of ratification of this

Agreement. New members of this Committee will receive this training within ninety days of their appointment.

- b) In support of training programs, two (2) bargaining unit members of the Joint Health and Safety Committee (selected by the Committee) shall receive Instructor training (WHSC #2). This training will commence within ninety (90) days of completion of the Level 1 training.
- c) All employees will receive training on W.H.M.I.S. and Health and Safety as designed and delivered by the Joint Health and Safety Committee in the length of time recommended by the bargaining unit instructors, up to sixteen (16) hours per employee. This training will commence within ninety (90) days of the completion of Instructor training.
- d) The company will pay for two (2) bargaining unit members of the Joint Health and Safety Committee to be trained as Certified Health and Safety representatives as outlined in Articles 19.04 a) and b).

19.05 The wearing of safety shoes or boots by all employees is compulsory. The Company will pay the full cost up to \$90.00 per contract year, upon presentation of a receipted sales slip for safety shoes or boots purchased by employees who have completed their probationary period.

19.06 Employees who are injured at work and who are unable to continue at their job shall be paid their regular earnings for the balance of the shift on which the injury occurs.

19.07 The company will provide a clothing allowance plan of 50% of the total cost of providing and laundering work clothes. The clothing allowance would apply to all employees currently not receiving any work clothes. Participation into the plan would be voluntary. Each employee participating will receive a total of seven (7) pairs of pants and seven (7) shirts. The company will deduct from the employee an amount equal to 50% of the cost from their pay each week.

Article 20
Health and Welfare

20.01 After completion of the probationary period, unless otherwise specified herein, the Company shall pay 100% of the premium for:-

- a) A Group Life Insurance and Accidental Death and Dismemberment for the sum of twice the employee's annual salary (Base Rate multiplied by forty (40) hours multiplied by fifty-two (52) weeks).
- b) An extended Health Benefit Plan including vision care or laser eye surgery of \$200 every 2 years.
- c) A Long Term Disability Plan (after 6 months continuous service).
- d) A Weekly Indemnity Plan.
- e) O.H.I.P.

20.02 The Company shall pay 100% of the premium for a Dental Plan. Participation in the Dental Plan is voluntary upon request of the employee after one year's service. Payments under the Dental Plan shall be based on the current Schedule of Fees.

20.03 Employees are subject to the terms of the relevant legislation or policies as to eligibility, coverage and benefits and no grievance may be filed concerning their applications to any employee but the Company shall use its good offices to promote a settlement of the dispute.

20.04 The company agrees that should it decide to change the health and welfare benefits carrier that the level of the benefits will remain the same or better.

Article 21 Paid Holidays

21.01 The Company agrees to grant the employees the following holidays with pay:-

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

21.02 The employee is eligible for this payment provided each of the following conditions are met:

- (a) The employee has completed his probationary period.
- (b) The employee works his full regular shift on the working day immediately Preceding such holiday and his full regular shift on the first working day following such holiday, unless he has failed to perform such work because of being **absent** due to verified illness of not more than two weeks duration, death in the immediate family, jury duty, lay off, or if he had obtained permission from the Company to be absent. An employee is deemed to have worked a full regular shift even if they started their shift tale up to 15 minutes.
- (c) In the case of a laid off employee, the employee has worked his last full shift in the seven (7) calendar clays immediately preceding the day on which the holiday is observed.

21.03 (a) The Company reserves the right to move a statutory holiday which falls on a Saturday or Sunday to Friday or Monday, or alternatively provide a day's pay in lieu of it, to at! employees qualifying under section 21.02.

- (b) Notwithstanding section (a) above, to facilitate the shutdown of the plant during the Christmas and New Years period, the Company, by mutual agreement

with the union, may alter the day of observance of a holiday or combination of holidays.

- (c) If a holiday falls on Tuesday, Wednesday or Thursday, the Company by mutual agreement with the union, shall have the right to transfer the observance of the holiday to a Monday or Friday.

Article 22 Vacations

22.01 Vacations with pay will be granted:-

Seniority as of July 1	% of Gross Wages	Vacation
Less than 1 year	4%	
After one (1) year	4%	2 weeks
After three (3) years	5%	2 weeks
After five (5) years	6%	3 weeks
After eight (8) years	7%	3 weeks
After twelve (12) years	8%	4 weeks
After twenty (20) years	10%	5 weeks

22.02 All employees must submit their request for vacation by March 15 and these vacations will be finalized and posted by March 31. Vacation pay will be paid at the time taken if requested in writing at least one week in advance.

Article 23 Bereavement Leave

23.01 A leave of absence with pay to a maximum of three consecutive days will be granted to an employee whose absence is necessary to arrange or attend the funeral of the employee's parent, spouse (including common-law spouse), brother, sister, child, mother-in-law or father-in-law.

23.02 A one day leave of absence with pay will be granted to an employee to attend the funeral of an uncle, aunt, grandparent, grandchild, brother-in-law or sister-in-law.

Article 24

Jury Duty and Subpoenaed Witness

24.01 Employees who serve on jury duty or are subpoenaed as a witness shall receive the difference between jury duty pay and the employees applicable number of regular shift hours pay at the employee's regular straight time hourly rate for each day of jury **duty**. The employee must give the Company advance notice of jury or witness duty and supply substantiation of jury or witness service.

24.02 In order to receive payment, an employee must give management prior notice that he has been summoned for jury or witness duty and must furnish satisfactory evidence that he performed jury or witness duty on the days for which he claims such payment.

Article 25

Equipment and Tools

25.01 The Company agrees to continue to its practice of replacing tools worn or broken in their use at the plant.

25.02 Skilled Trades Apprentices will be supplied with a tool box and receive a graduated allowance to a maximum of \$500.00 for the purchase of tools.

Article 26

Leave of Absence

26.01 The Company may in its discretion grant, upon request, leave of absence to an employee for personal reasons, and any employee absent with such written permission shall not be considered laid **off**, **and** his seniority shall continue to accumulate during such leave, subject to the provisions of relevant Seniority Articles. The Company will endeavour to make the granting of Leaves as equitable as possible, recognising that changing production requirements and economies and the relative seniority of employees may alter granting criteria from time to time.

26.02 Upon written request from the Union, the Company shall grant a leave of absence without pay, and without loss of seniority, to not more than four (4) employees at any one time for the purpose of attending Union convention and conferences, provided the total period of absence for all employees shall not exceed forty (40) working days in any calendar year.

26.03 Any bargaining unit employee elected or appointed to a full time position in the Local or National Union will, upon one (1) month notice, be granted an indefinite leave of absence without pay or benefits by the Company. Employees granted such leave will continue to accumulate seniority and Pension credits throughout the Leave of Absence.

Article 27

Public Office Leave of Absence

27.01 An employee with seniority, elected or appointed to an essentially full-time Federal, Provincial, or Local public office, may make written application for a leave of absence for the period of his first term of active service in such public office. If such leave is granted, additional leaves of absence for service in such office may be granted at the option of Management upon written application by the employee.

27.02 Any employee granted such leave of absence shall be entitled to reinstatement at the then current rate of pay, to such work as he may be entitled on the basis of the seniority provisions of this Agreement. Seniority and pension rights will continue to accumulate during the period of such leave of absence.

27.03 The employee's request for leave of absence may also include the necessary time to campaign for such office.

Article 28

Days of Mourning

28.01 The Company agrees that, should employees wish to do so, they may observe one (1) minute of silence on the appropriate day for Remembrance Day or for the National Day of Mourning for workers killed on the job.

Article 29
Committee Training

29.01 The Company agrees that at the conclusion of negotiations, the committee members shall be allowed two (2) days off work with pay for the purpose of attending an Educational Programme sponsored by the CAW.

29.02 The Programme shall include in its presentation: Grievance Procedure, Labour Law Application, Health and Safety re Contractual commitments, and other items deemed necessary by the Union.

Article 30
Bulletin Boards

30.01 The Company shall provide two (2) bulletin boards in the plant premises to be used by the Union for the purpose of posting notices relating to the Union's business. Such notices shall require the approval of the Director of Manufacturing, or in his absence, the Production Manager or the Director of Human Resources, prior to their being posted. Such approval will not be unreasonably denied.

Article 31
Pay Day

31.01 The Company shall endeavour to provide employee pay cheques by 8:00 am on Thursday of each working week. Circumstances which prevent the Company from meeting this delivery time will not be considered cause for grievance.

31.02 If, in the future, a simple majority of the bargaining unit employees wish to be paid by electronic funds transfer, then the Company shall place all bargaining unit employees on such a system.

Article 32
Technological Change

32.01 If technological change is introduced, the Company will endeavour to retrain employees directly affected by the change where circumstances permit. If jobs are lost due to a technological change, the Layoff procedure will be employed to re-distribute employees.

Article 33
Incapacitated Employee

33.01 An employee who has incurred a permanent or temporary disability may, by agreement between the Company and the Union, be assigned to an open position within his capacity at the prevailing rate of pay for such work. This placement shall be subject to review by a medical professional at least once every six (6) months. When an employee is considered fit for their regular job, the employee must choose to return to that job or to an open position subject to the provisions of the Job Posting article.

Article 34
Tuition Fees and Book Refund

34.01 It is the policy of the Company to encourage all employees to engage in personal self-development through various mediums but especially through enrolment in formal academic training courses in the community and at work.

34.02 Employees may make application to the Company for reimbursement of work related tuition and book fees. These fees will be reimbursed providing that the application was made prior to enrolment and received approval of its relevance to the employee's work. The Company in cooperation with the union representative will be as flexible as possible in shift assignments to maximize class attendance.

34.03 A committee of two (2) with one Company representative and one Union representative will meet to discuss these applications for reimbursement of work-related tuition and book fees.

Article 35 **Substance Abuse**

35.01 Substance Abuse is recognized to be a serious medical and social problem that can affect employees. The Company and the Union have a strong interest in encouraging early treatment and assisting employees towards full rehabilitation.

35.02 The Company will continue to provide a comprehensive approach towards dealing with substance abuse and its related problems. Company assistance will include referral of employees to appropriate counseling services or treatment and rehabilitation facilities.

35.03 A committee will be set up comprising representation of the Company and the Union to administer the program. Union Substance Abuse Representatives will be provided such time as is necessary for the administration of the program.

Article 36 **Employee Upgrading Program**

36.01 The company agrees to continue, where operations permit and where requirements exist, to provide relevant training to employees for advancement and such trained employees agree to make reasonable applications to move to the positions for which they are trained.

36.02 It is in the interest of the Company and the Employees to encourage cross training of operators.

36.03 On a monthly basis, a list will be posted of the current jobs and employees will be asked to sign up for cross training on a voluntary basis within their own department first.

36.04 Employees, who are interested, will be selected on a seniority basis for training and must be willing to work over-

time if necessary to be trained. Preference will be given to employees who, at the time of selection, are trained in only one operation.

36.05 The Noma Cable Tech Educational Committee will administer the program. Both the Union and the Company will appoint two (2) persons each to serve on the committee.

36.06 Due to resource limitations, training will be restricted to one person at a time in each department on a schedule to be set by the company.

36.07 Once an employee has been trained and has the ability to do the job, they will be eligible to apply for work outside their O/T Equalization area. They will be selected based on the Overtime Equalisation rules.

36.08 A master log of the jobs that employees are trained in will be developed and those who have the ability to do the job based on past experience will be grandfathered into the training log.

36.09 As part of the training, each employee must complete the on the job training and training requirements.

36.10 The training will not however be taken into account for job postings where seniority is the governing factor.

36.11 In order to equalize the opportunity for cross training, employees who have completed a cross training assignment in the past year will not be eligible for a second assignment unless all other applicants for a training assignment have had an opportunity over the last 12 months.

Article 37 **Emergency Call-Back Pay**

37.01 Any employee called back to work after completion of their regular shift shall receive in such instances a minimum of four (4) hours pay based on their applicable hourly rate.

Article 38
Reporting In Pay

38.01 Any employee reporting for work on their regular scheduled shift and who has not been properly notified not to report will receive a minimum of four (4) hours pay at the applicable hourly rate.

Article 39
Revised / New Job

39.01 When a change is made to an existing job which significantly alters the effort and responsibility required to perform the job, the employee on the job will have first opportunity to decline or accept the revised job. It shall be the responsibility of the Company to establish a wage rate and classification for such revised position within twenty (20) days of the commencement of the revised position. The Company agrees to discuss with the Committee and provide all such data used to arrive at the revised classification and rate. If the committee and the company fail to agree on the revised rate or classification for such revised job, a policy grievance may be filed. The arbitration process will have authority to set the new wage rate and classification and award redress. If the employee declines the job he shall be displaced and shall be allowed to exercise bumping rights as outlined in Article 15. The job will then be posted following the Job Posting rules.

39.02 New jobs shall be posted within thirty (30) days of startup, and experience gained as a result of this temporary transfer assignment will not be considered as qualification on the posting. The Company may assign an employee to such job for a period not to exceed thirty (30) days. It shall be the responsibility of the Company to establish a wage rate and classification for such new position within twenty (20) days of the commencement of the new position. The Company agrees to discuss with the Committee and provide all such data used to arrive at the new classification and rate. If the committee and the company fail to agree on the new rate or classification for such new job, a policy grievance may be filed. The arbitration

process will have authority to set the new wage rate and classification and award redress.

Article 40 **Christmas Shutdown**

40.01 In order to facilitate the normal Christmas Shutdown an additional five (5) Paid Floating Holidays will be granted to employees. Upto two (2) of these can be moved to another time of the year by mutual agreement between the Company and the Union.

Article 41 **Duration**


41.01 The terms of this Agreement shall be binding upon the parties hereto from March 1, 2000 through February 28, 2003 and thereafter from year to year unless either party gives to the other party written notice for renewal, cancellation or modification. Such notice must be given not earlier than ninety (90) days and not later than thirty (30) days prior to the expiration of this Agreement.

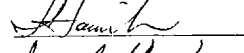
Article 42 **Partial. Or Total Plant Closure**

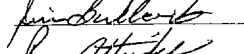
42.01 The Company shall advise the Union at least three (3) months in advance, if possible, of any intention to shutdown operations that will affect the employees. Such notice shall be in writing and indicate the reason for the action.


42.02 The Union and the Company will meet immediately to discuss any intention to shutdown with a view of providing a solution to the problem or jobs for the employees involved.

Signed at Stouffville, Ontario this 24th day of March, 2000.




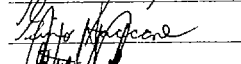


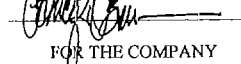




R.O. Bueche
FOR THE UNION







FOR THE COMPANY

Appendix A
SKILLED TRADES

Article 1
SKILLED TRADES MASTER

- a) The purpose of this Appendix is to define trades classifications, wage rates, seniority and all other matters dealing with Skilled Trades work covered by this Agreement.
- b) The provisions of the general Agreement shall apply to employees in the recognized trades classifications listed below, except as altered by the provisions of this Appendix I.
- c) The Skilled Trades covered by this Appendix constitute those trades for which an apprenticeship is usually.
- d) The term "Production" as used in this Appendix refers to all occupations not so indicated.

Article 2
DEFINITIONS

- a) Journeyman - The term "Journeyman" as used in this Appendix shall mean any person who:
 - 1) Has completed a bona fide apprenticeship of four (4) years or 8,000 hours and has a substantiating certificate, or
 - 2) Has a CAW Journeyman's Card, or
 - 3) Has acquired eight (8) years' trade related experience and/or trade related formal training and can prove same.
- b) New trade journeymen shall have seniority in their trade only as from the date of entry.

Article 3
EMPLOYMENT

- 1) Entry into the Skilled Trades shall be restricted to persons:

- a) who qualify as journeypersons under the provisions set forth in the immediately preceding paragraphs, or
 - b) who qualify for journeyperson status through any apprenticeship program which may be negotiated by the parties, or
 - c) who provide documents at the date of hire proving their claim to journeyperson status both to the Company and the Union Skilled Trades Committee person, or
 - d) who provide documents within fifteen (15) working days of being promoted from any classification.
- 2) Employees in a Production group may be employed to do labour work associated with Skilled Trades during the Maintenance clean-up period.

Article 4

ACQUISITION OF SENIORITY FOR LAY-OFF
AND RECALL PURPOSES

- 1) A newly hired probationary Journeyperson shall acquire seniority rights in a Skilled Trade consistent with the provisions of Article 14 of the Agreement.
- 2) If a probationary Journeyperson in one Skilled Trade is transferred to another Skilled Trade, all time worked in either Skilled Trade will be credited for his acquisition of seniority. However, once he has acquired seniority, his seniority date will be his date of entry into the latter Skilled Trade.
- 3) The retention of probationary Journeypersons shall be consistent with the provisions of Article 14 of the Agreement.

Article 5

APPLICATION OF SENIORITY

- 1) The application of seniority in the Skilled Trade occupations shall be by non-interchangeable occupations or trades within each trade as listed in the Wage Schedule Listing of Classification.
- 2) Seniority lists shall be by basic trade or occupation.

Article 6
ACCUMULATION OF SENIORITY

- a) Unless otherwise agreed by the parties concerned, a Journeyperson or Apprentice in a Skilled Trade will have date of entry seniority in such Skilled Trade and shall continue to accumulate plant-wide service.

Article 7
APPRENTICESHIP PROGRAMME

- a) **APPRENTICESHIP STANDARDS** - The following standards of apprenticeship covering the employment and training of apprentices in the trades included in these standards have been agreed to by the Company and the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its Local 370.
- b) **PURPOSE** - The purposes of these standards is to make certain that extreme care is exercised in the selection of apprentices and that the methods of training are uniform and sound, with the result that they will be equipped for profitable employment, and to further the assurance of the Company of proficient employees at the conclusion of the training period.
- c) **DEFINITIONS**
- 1) The term "Company" shall mean Noma Cable Tech, a division of Noma Inc.
 - 2) The term "Union" shall mean the duly authorized representatives of the National Automobile, Aerospace, Transportation and General Workers of Canada (CAW-Canada) and its Local Union 370.
 - 3) "Registration Agency" on labour standards shall **mean** the Industrial Training Branch, Ontario Department of Labour. "Registration Agency" for the apprentice as a student, covering related instruction.
 - 4) "Apprenticeship Agreement" shall mean a written agreement between the Company and the person em-

ployed as an apprentice, and his parent or guardian if he is a minor, which agreement or indenture shall be reviewed by the Joint Apprenticeship Committee and registered with the Registration Agencies.

- 5) "Apprentice" shall mean a person who is engaged in learning and assisting in the trade to which he had been assigned under these standards and who is covered by a written agreement with the Company providing for his training in accordance with these standards of apprenticeship and who is registered with the Registration Agencies.
 - 6) "Committee" shall mean the Joint Apprenticeship Committee organized under these standards.
 - 7) "Supervisor of apprentices" shall mean the person employed as such or the person assigned the responsibility by the Company to perform the duties outlined in these standards of apprenticeship.
 - 8) "Standards of apprenticeship" shall mean this entire document, including these definitions.
- d) **APPLICATION** -Application for apprenticeship will be received by the Human Resources Department of the Company from applicants considering themselves eligible under the program of training. These applications of prospective apprentices will be reviewed by the Joint Apprenticeship Committee; however, it is understood that the final selection and hiring of the apprentices is the sole responsibility of the Company.
- e) **APPRENTICESHIP ELIGIBILITY REQUIREMENTS** - In order to be eligible for apprenticeship under these standards the applicant must meet the following qualifications:
- 1) He must have a junior matriculation or its educational equivalent;

Exceptions to these requirements may be made by the Company upon the recommendation of the Committee for applicants who have unusual qualifications.

It is understood that all applicants must successfully pass the Company's regular employment requirements.

- f) **CREDIT FOR PREVIOUS EXPERIENCE** - At the discretion of the Committee, credit for prior experience in the applicable trade may be given after evaluation. Review will be made after completion of apprentices' probationary period.
- g) **TERMS OF APPRENTICESHIP** The term of apprenticeship shall be as established by these Standards of Apprenticeship in accordance with the schedule of work processes and related instruction as outlined in the Appendix attached hereto.
- h) **PROBATIONARY PERIOD** - The first five-hundred (500) hours of employment for every apprentice shall be a probationary period. During this probationary period the apprenticeship agreement with an apprentice may only be cancelled by the Company after advising the Committee. The registration agencies shall be advised of such cancellations.
- i) **HOURS OF WORK** - Apprentices shall work the same hours and be subject to the same conditions regarding overtime rates as the journeypersons employed by the Company. In case an apprentice is required to work overtime he shall receive credit on the term of apprenticeship for only the actual hours of work. Apprentices may work overtime hours providing that the proper ratio of apprentices to journeypersons established by these standards is maintained.
- j) **RATIO** - The ratio of apprentice to journeyperson shall not exceed the limits established by the Joint Apprenticeship Committee. If layoffs become necessary apprentices shall be laid off to maintain the same ratio.
- k) **DISCIPLINE** - The Committee shall have the authority to recommend discipline and/or cancellation of the apprenticeship agreement of the apprentice to the Company at any time for cause such as:
 - l) inability to learn;

- 2) unreliability;
 - 3) unsatisfactory work;
 - 4) lack of interest in his work or education;
 - 5) improper conduct;
 - 6) failure to attend classroom instruction regularly.
- 1) WAGES - Apprentices in each of the trades covered by these standards shall be paid a progressively increasing schedule of wages as follows:
- 1st 1,000 hours - not less than 65% of the journeypersons's wage rate.
 - 2nd 1,000 hours - not less than 70% of the journeypersons's wage rate.
 - 3rd 1,000 hours - not less than 75% of the journeypersons's wage rate.
 - 4th 1,000 hours - not less than 80% of the journeypersons's wage rate.
 - 5th 1,000 hours - not less than 85% of the journeypersons's wage rate.
 - 6th 1,000 hours - not less than 90% of the journeypersons's wage rate.
 - 7th 1,000 hours - not less than 95% of the journeypersons's wage rate.
 - 8th 1,000 hours - not less than 95% of the journeypersons's wage rate.
- 1) The apprentice shall also receive the annual improvement factor that is accorded to all other plant employees, where such contract provisions exist.
 - 2) Hours spent in classroom instruction shall not be considered hours of work in computing overtime.
 - 3) Apprentices who are given credit for previous experience shall be paid, upon receiving such credit, the wage rate for the period to which such credit advances them. This shall not be made retroactive.
 - 4) When an apprentice has completed 8,000 hours of training and after recommendation for his journeyperson's certificate by the Committee, he is to receive not less than the minimum rate to skilled journeypersons in the trade in which he has served his apprenticeship provided an opening exists and he is selected for employment as a journeyperson.

Apprentices shall not be paid for attendance at night school. If an applicant is required to attend a day school course in addition to his night school training, he shall receive the difference between the pay appropriate to his

apprenticeship period and any compensation paid to him by any government agency.

- m) **ACADEMIC TRAINING** - Apprentices are required as a condition of apprenticeship to receive and attend classroom instructions at a technical or similar school. The schedule of work processes and related instructions are attached to this apprenticeship plan. Modification may be made to the schedules by the Committee, subject to final approval by the Company. The Company shall notify the Registration Agencies of such changes. Credit for time spent in academic training is given in the calculation of the hours of apprenticeship served and shall be applied against the period total. A refund of the tuition fee will be made to the apprentice provided he attends at least seventy-five percent (75%) of the classes during the season and receives a passing grade. The student apprentice is required to furnish each month proof of his attendance at the school.
- n) **JOINT APPRENTICESHIP COMMITTEE** - There is hereby established a Joint Apprenticeship Committee as defined in Article 7(c). This Committee shall be composed of four (4) members, two (2) representing the Company and two (2) journeypersons employees representing the Union.

The Chairperson shall be the Supervisor of Apprentices. The Committee shall meet once a month unless otherwise agreed. It shall be the duty of the Committee:

- 1) To see that each prospective apprentice is interviewed and impressed with the responsibilities he is about to accept as well as the benefits he will receive.
- 2) To accept or reject applicants for apprenticeship subject to final approval by the Human Resources Department of the Company as provided in Article 7(d).
- 3) To hear and decide on questions involving apprentices which relate to their apprenticeship.
- 4) To determine whether the apprentice's scheduled wage increase shall be withheld in the event that he is delinquent in his progress.

- 5) To offer constructive suggestions for the improvement of training on the job.
 - 6) To certify the names of graduate apprentices to the Registration Agencies and recommend that a Certificate of Apprenticeship be awarded upon satisfactory completion of the requirements of apprenticeship established herein. No certificate will be issued by the Registration Agencies unless recommended by the Committee.
 - 7) To review the Foreman's monthly report on each apprentice.
 - 8) In general, to be responsible for the successful operation of the apprenticeship standards in the plant and the successful completion of the apprenticeship by the apprentices under these standards.
- o) **SUPERVISION OF APPRENTICES** - Apprentices shall be under the general direction of the Supervisor of Apprentices and under the immediate direction of the Foreman of the department to which they are assigned. The Supervisor of Apprentices is authorized to move apprentices from one department to another, in accordance with the predetermined schedule of work training. Where an apprentice is retained unavoidably on a scheduled work process for a period longer than the maximum time scheduled for such work process, an explanation shall be sent to the Supervisor of Apprentices who will place it before the Committee for their review at the next meeting.
- The Supervisor of Apprentices or an individual charged with this responsibility in consultation with the Committee, shall prepare adequate record forms to be filled in by the Foreman under whom the apprentices receive direction, instruction and experience. Foremen shall make a report at least every thirty (30) days to the Supervisor of Apprentices on the work and progress of the apprentices under their supervision. These reports shall be submitted to the Committee for review.
- p) **SENIORITY** - The apprentices will exercise their seniority in their own group. For example if there are four

apprentices in the trade such as "Mechanic" and a reduction in this number is required due to lack of work, the first hired or classified as an apprentice shall be the last laid off and the last laid off shall be the first to be reinstated.

Upon satisfactory completion of the apprenticeship program the apprentice will be given seniority equal to 50% of time spent as an apprentice but not more than two (2) years.

Notwithstanding the provisions of the Collective Agreement, dated April 29, 1997 between the Company and the Union, of which these Apprentice Standards shall henceforward be a part, an employee with seniority who is selected for an apprenticeship shall be permitted if affected by lay off during the first five hundred (500) hours of apprenticeship, to return to his former job & cation with the same seniority date that he held immediately prior to becoming an apprentice in accordance with the general Layoff and Recall article.

After five-hundred (500) hours as an apprentice, an apprentice shall have as his seniority date the date he was accepted as an apprentice and shall not acquire or retain seniority rights to bump into any classification outside that of apprentice.

- q) APPRENTICESHIP AGREEMENT - "Apprenticeship Agreement" shall mean a written agreement between the Company and the person employed as an apprentice and his parent or guardian (if he is a minor), which agreement shall be approved by the Supervisor of Apprentices and registered with the Registration Agencies.

The following shall receive copies of the apprenticeship agreement:

1. The Apprentice
2. The Company
3. The Committee
4. The Registration Agencies
5. The Local Union
6. The National Automobile, Aerospace, Transportation

and General Workers Union of Canada (CAW-Canada).

- r) CERTIFICATE OF COMPLETION OF APPRENTICESHIP - Upon completion of the apprenticeship under these Apprenticeship Standards, the Supervisor of Apprentices will recommend to the Industrial Training Branch, Department of Labour, that a certificate, signifying completion of the apprenticeship, be issued to the apprentice. No certificates will be issued by the Apprenticeship Branch, Ontario Department of Labour unless recommended by the Committee.
- s) SCHEDULE OF WORK PROCESS - The schedule of work processes and related training shall be established by the Committee for the following trades:

Mechanic, Electrician, Machinist.

The Committee shall also establish work processes and related training for such other trades in which the Company may subsequently decide to employ apprentices. The Company will notify the Committee when it is prepared to consider additional apprenticeship trades.

Modification may be made to any schedule of work process by the Committee, subject to final approval by the Company. The Skilled Trades Branch of the CAW may request further discussion upon any such changes within thirty days of such changes being introduced. The Company shall notify the Registration Agencies of such changes.

Article 8

LAY-OFF & RECALL PROCEDURE

- a) A production employee cannot exercise his seniority to displace a Journeyperson or Apprentice. Similarly, a Journeyperson or Apprentice cannot exercise his Skilled Trades seniority to displace an employee in the Production Group.
- b) In the event of a Lay-off from a Skilled Trade, the following procedure shall apply:

- First Probationary Journeypersons will be laid off from the affected Skilled Trades.
- Second Journeypersons will be laid off from the affected Skilled Trade in the inverse order of their date of entry seniority within such Skilled Trade.
- Third Apprentices will be laid off from the affected Skilled Trade in the inverse order of their date of entry seniority within such Skilled Trade. See Article 7 j) (Apprentice Programme Ratio)
- c) Recalls of Journeypersons, Apprentices or Probationary Journeypersons within a Skilled Trade shall be made in the reverse order of layoff within such Skilled Trade affected.
- d) A laid off seniority Journeyperson or Apprentice may, if he so elects, file an application with the Human Resources Department for employment in the Production Group. Upon receipt of such application, the employee will be given preference over a new hire, or failing that, shall displace a probationary employee. Such employee will then have a date of entry seniority in the Production group with the understanding that to protect his Skilled Trade seniority, he must return to his Skilled Trade when recalled. Failure to accept such recall means he shall forfeit his Skilled Trade seniority and will retain his date of entry seniority in the Production group.

Article 9

**DEDUCTION OF SKILLED TRADES COUNCIL
MEMBERSHIP DUES**

- a) The Company agrees to deduct Canadian Skilled Trades Council dues as may be adopted by the Canadian Skilled Trades Council upon receipt of individual authorization cards signed by the employee at the time of hire.
- b) First deduction to be made from the employees from the first pay received after completion of the probation period. Future deductions to be made in January of succeeding years, or upon completion of one (1) month's work in that calendar year.

Article 10
LOCAL SKILLED TRADES COMMITTEE

- a) The parties have agreed to establish a Local Skilled Trades Committee composed of two members for the Union (who are Skilled Tradesmen) and two members of Management. This Committee will meet to discuss all subjects relating to the Skilled Trades including the introduction of new technology and the upgrading of Skilled Trades employees to deal with the new technology and shall also comprise the membership of the Joint Apprenticeship Committee. The committee shall meet at least once a month unless otherwise agreed.
- b) This Committee may consult with the CAW National Skilled Trades Representative and the Industrial Training Branch, Ontario Department of Labour, in carrying out their responsibilities.
- c) The parties agree that with the introduction of new technologies, it is important that advanced planning take place in order to anticipate skills, needs, and potential training required. Workers affected by the introduction of the new technologies should be given a reasonable opportunity to acquire any new skills required by the new technology. The company will therefore afford Skilled Trades employees (who have basic knowledge and ability to be trained) a reasonable opportunity to keep current with the new technologies affecting their work and job security. Senior employees who have the basic knowledge and ability to be trained will be given preference under this clause.

Article 11
GRANDFATHER CLAUSE

- a) As of ratification of this Collective Agreement, the parties agree to "Grandfather" certain Skilled Trades employees of the Company as Journeypersons. All employees Grandfathered shall maintain the seniority they had at the time of the ratification.

b) Employees and Seniority grandfathered:

Employee Name	Classification	Seniority Date
1. Dave Latham	Mechanic	Jun. 28, 1977
2. Matti Kokkila	Mechanic	Aug. 23, 1979
3. Martin Slama	Mechanic	Feb. 18, 1980
4. Antonio Duraes	Machinist	Oct. 22, 1984
5. Robert Taylor	Mechanic	Apr. 7, 1986
6. Tim Neil	Mechanic	May. 26, 1986
7. Dave Barber	Mechanic	Feb. 29, 1988
8. Eric Leadbeater	Mechanic	Apr. 18, 1988
9. Pentti Hallikainen	Mechanic	May. 2, 1988
10. Jozsef Szepvolgyi	Electrician	Oct. 11, 1988
11. Doug Bridge	Mechanic	Apr. 17, 1989
12. Gerard Vlcko	Mechanic	Oct. 10, 1989
13. Michael Klupsch	Mechanic	Nov. 6, 1989
14. Aleksander Sodo	Electrician	Nov. 12, 1990

- c) When the current Tool Room Helper replaces the retiring skilled tradesman, that classification will become part of the bargaining unit and will be paid at the rewind/packaging rate. This skilled tradesperson will be given the option of joining the union at that time, and if he chooses not to join the union, the skilled trades job will be grandfathered outside of the bargaining unit until such time as he leaves the company.

Article 12
Skilled Trades Responsibilities

The parties recognize that each Trade has a generally accepted area of responsibility. In no case should an individual from another Trade be asked nor accept an assignment outside of the usual responsibilities of his Trade that he is not able to perform or that he believes would endanger the health or safety of himself or a fellow worker. Should a journeyman have a concern when asked to perform an assignment outside of his **usual** responsibilities, he should bring it to the attention of the Local Skilled Trades Committee for its review.

Appendix B Wages

PRODUCTION			EFFECTIVE MARCH 1, 2000				
Position	Entry \$	%	Month	Level 1	%	Month	Final,
<i>PL</i> General Labour	12.96	80%	1	14.58	90%	1	16.20
Copper Rewind	13.47	80%	1	15.16	90%	1	16.84
Braiding	13.76	80%	1	15.48	90%	1	17.20
Spoolmaker	13.76	80%	1	15.48	90%	1	17.20
Rewind/Pkg	13.76	80%	1	15.48	90%	1	17.20
Bobbin Winding	13.76	80%	1	15.48	90%	1	17.20
Bunchers	13.84	80%	1	15.57	90%	1	17.30
Tinning	13.88	80%	1	15.62	90%	1	17.35
Lacquer	13.93	80%	2	15.67	90%	2	17.41
Em3	14.18	80%	2	15.95	90%	2	17.72
Twister	14.22	80%	2	16.00	90%	2	17.78
Rework/Repairs	14.22	80%	2	16.00	90%	2	17.78
Shipper/Receiver	14.22	80%	2	16.00	90%	2	17.78
Material Handlers	14.22	80%	2	16.00	90%	2	17.78
Fine Wire	14.22	80%	2	16.00	90%	2	17.78
Armouring	14.22	80%	2	16.00	90%	2	17.78
Multi Wire	14.22	80%	2	16.00	90%	2	17.78
EM2,5,6,7,11,13	14.46	80%	2	16.27	90%	2	18.08
Rewind	14.55	80%	3	16.37	90%	3	18.19
Em10	14.67	80%	3	16.51	90%	3	18.34
Casting	14.82	80%	3	16.68	90%	3	18.53
Breakdown	14.82	80%	3	16.68	90%	3	18.53
Compound	14.82	80%	3	16.68	90%	3	18.53
Plastic Mix	14.82	80%	3	16.68	90%	3	18.53
Em4	15.00	80%	3	16.88	90%	3	18.75
Cv-1,2,3	15.29	80%	3	17.20	90%	3	19.11
Em1 & 8	15.29	80%	3	17.20	90%	3	19.11
Em12	15.38	80%	3	17.30	90%	3	19.22
Em9	15.72	80%	3	17.69	90%	3	19.65
Oiler	15.78	80%	3	17.75	90%	3	19.72
Mechanic							24.07
Machinist							24.07
Electrician							24.07

<u>PRODUCTION</u>	<u>EFFECTIVE MARCH 1, 2000</u>
<u>Position</u>	<u>Final</u>
Leadhand - Pkg	19.06
Leadhand - M/H	19.46
Leadhand Shipping	19.46
Leadhand - Bare Wire	20.28
Leadhand Plastic Mix	20.28
Leadhand Bldg Extr	20.89
Leadhand -OEM Extr	20.89
Leadhand Mech/Elect	26.37

Appendix B Wages

PRODUCTION		EFFECTIVE MARCH 1, 2001							
Position	Entry	\$	%	Month	Level	1	%	Month	Final
General Labour	13.29	80%	1	14.95	90%	1	16.61		
Copper Rewind	13.81	80%	1	15.53	90%	1	17.26		
Braiding	14.10	80%	1	15.87	90%	1	17.63		
Spoolmaker	14.10	80%	1	15.87	90%	1	17.63		
Rewind/Pkg	14.10	80%	1	15.87	90%	1	17.63		
Bobbin Winding	14.10	80%	1	15.87	90%	1	17.63		
Bunchers	14.18	80%	1	15.96	90%	1	17.73		
Tinning	14.22	80%	1	16.00	90%	1	17.78		
Lacquer	14.28	80%	2	16.07	90%	2	17.85		
Em3	14.53	80%	2	16.34	90%	2	18.16		
Twister	14.58	80%	2	16.40	90%	2	18.22		
Rework/Repairs	14.58	80%	2	16.40	90%	2	18.22		
Shipper/Receiver	14.58	80%	2	16.40	90%	2	18.22		
Material Handlers	14.58	80%	2	16.40	90%	2	18.22		
Fine Wire	14.58	80%	2	16.40	90%	2	18.22		
Armouring	14.58	80%	2	16.40	90%	2	18.22		
Multi Wire	14.58	80%	2	16.40	90%	2	18.22		
Em2,5,6,7,11,13	14.82	80%	2	16.68	90%	2	18.53		
Rewind	14.91	80%	3	16.78	90%	3	18.64		
Em10	15.04	80%	3	16.92	90%	3	18.80		
Casting	15.19	80%	3	17.09	90%	3	18.99		
Breakdown	15.19	80%	3	17.09	90%	3	18.99		
Compound	15.19	80%	3	17.09	90%	3	18.99		
Plastic Mix	15.19	80%	3	17.09	90%	3	18.99		
Em4	15.38	80%	3	17.30	90%	3	19.22		
Cv-1,2,3	15.67	80%	3	17.63	90%	3	19.59		
Em1 & 8	15.67	80%	3	17.63	90%	3	19.59		
Em12	15.76	80%	3	17.73	90%	3	19.70		
Em9	16.11	80%	3	18.13	90%	3	20.14		
Oiler	16.17	80%	3	18.19	90%	3	20.21		
Mechanic							24.67		
Machinist							24.67		
Electrician							24.67		

PRODUCTION

EFFECTIVE MARCH 1, 2001

Position	Final
Leadhand - Pkg	19.54
Leadhand - M/H	19.95
Leadhand Shipping	19.95
Leadhand Bare Wire	20.79
Leadhand Plastic Mix	20.79
Leadhand Bldg Extr	21.41
Leadhand -oem Extr	21.41
Leadhand - Mech/Elect	27.03

Appendix B Wages

PRODUCTION	EFFECTIVE MARCH 1, 2002						
Position	Entry	\$ %	Month	Level	1 %	Month	Final
General Labour	13.69	80%	1	15.40	90%	1	17.11
Copper Rewind	14.22	80%	1	16.00	90%	1	17.78
Braiding	14.53	80%	1	16.34	90%	1	18.16
Spoolmaker	14.53	80%	1	16.34	90%	1	18.16
Rewind/Pkg	14.53	80%	1	16.34	90%	1	18.16
Bobbin Winding	14.53	80%	1	16.34	90%	1	18.16
Bunchers	14.61	80%	1	16.43	90%	1	18.26
Tinning	14.65	80%	1	16.48	90%	1	18.31
Lacquer	14.71	80%	2	16.55	90%	2	18.39
Em3	14.96	80%	2	16.83	90%	2	18.70
Twister	15.02	80%	2	16.89	90%	2	18.77
Rework/Repairs	15.02	80%	2	16.89	90%	2	18.77
Shipper/Receiver	15.02	80%	2	16.89	90%	2	18.77
Material Handlers	15.02	80%	2	16.89	90%	2	18.77
Fine Wire	15.02	80%	2	16.89	90%	2	18.77
Armouring	15.02	80%	2	16.89	90%	2	18.77
Multi Wire	15.02	80%	2	16.89	90%	2	18.77
Em2,5,6,7,11,13	15.27	80%	2	17.18	90%	2	19.09
Rewind	15.36	80%	3	17.28	90%	3	19.20
Em10	15.49	80%	3	17.42	90%	3	19.36
Casting	15.65	80%	3	17.60	90%	3	19.56
Breakdown	15.65	80%	3	17.60	90%	3	19.56
Compound	15.65	80%	3	17.60	90%	3	19.56
Plastic Mix	15.65	80%	3	17.60	90%	3	19.56
Em4	15.84	80%	3	17.82	90%	3	19.80
Cv-1,2,3	16.14	80%	3	18.16	90%	3	20.18
Em1 & 8	16.14	80%	3	18.16	90%	3	20.18
Em12	16.23	80%	3	18.26	90%	3	20.29
Em9	16.59	80%	3	18.67	90%	3	20.74
Oiler	16.66	80%	3	18.74	90%	3	20.82
Mechanic							25.41
Machinist							25.41
Electrician							25.41

PRODUCTION

EFFECTIVE MARCH 1, 2002

Position	Final
Leadhand - Pkg	20.13
Leadhand - M/H	20.55
Leadhand Shipping	20.55
Leadhand - Bare Wire	21.41
Leadhand Plastic Mix	21.41
Leadhand - Bldg Extr	22.05
Leadhand -oem Extr	22.05
Leadhand Mech/Elect	27.84

Letter of Understanding #1

March 24, 2000

Mr. Tom Murphy
National Representative
C.A.W. Canada
205 Placer Court
North York, Ontario
M2H 3H9

Re: Smoking

Dear Tom:

The Company agrees that employees and/or their current spouse, who successfully complete a recognised smoke ending program, shall be reimbursed for the cost of that program to a maximum of \$150.00 each.

Sincerely,

NOMA CABLE TECH, A DIVISION OF NOMA INC.

John McLarty
Director of Manufacturing

Letter of Understanding #2

March 24, 2000

Mr. Tom Murphy
National Representative
C.A.W. Canada
205 Placer Court
North York, Ontario
M2H 3H9

Re: Safety Committee

Dear Tom:

The Company agrees that the Health & Safety Committee shall be provided with working space including a desk chair, file cabinet, telephone and computer access all on a shared basis.

Sincerely,

NOMA CABLE TECH, A DIVISION OF NOMA INC.

John McLarty
Director of Manufacturing

Letter of Understanding #3

March 24, 2000

Mr. Tom Murphy
National Representative
C.A.W. Canada
205 Placer Court
North York, Ontario
M2H 3H9

Re: Pay Equity

Dear Tom:

The Company agrees that it will abide by the relevant legislation with regard to fulfilling its obligations under Pay Equity.

Sincerely,

NOMA CABLE TECH, A DIVISION OF NOMA INC.

John McLarty
Director of Manufacturing

Letter of Understanding #4

March 24, 2000

Mr. Tom Murphy
National Representative
C.A.W. Canada
205 Placer Court
North York, Ontario
M2H 3H9

Re: Noma Cable Tech P.I.P. Incentive Program

Dear Tom:

The Company agrees to continue the current Productivity Incentive Plan (Braiding, Fine Wire, Multiwire, Bunching, Plastic Mix) for the life of the agreement and any changes will be made by mutual consent with the Union.

The following is a summary of the Productivity Incentive pay-out plans for the Fine Wire, Multi Wire, Plastic Mix, Bunching and Braiding departments. The P.I.P. program is implemented to encourage a high level of productivity and is paid out weekly.

Plastic Mix and Compounding

Efficiency is calculated with a base of 75 percent and is measured by the number of standard weight mixes produced during the week. Scrap mixes are deducted from the pay-out and grinding of scrap PVC is done during regular working hours.

$$\text{Production Earned Hours} = \frac{\# \text{of mixes} \times \text{lbs. Per mix}}{\text{Std. Lbs. Per hour}}$$

$$\text{Production Efficiency} = \frac{\text{Earned Hours}}{\text{Actual Hours}}$$

$$\text{Clean-out Efficiency} = \frac{\text{Std. Hours Per Clean-out}}{\text{Actual Hours per Clean-out}}$$

$$\text{P.I.P. Payout} = 1.51 \times (\text{Prod. Efficiency} - 75\%) \times \frac{\text{Total Hrs.}}{40}$$

Fine Wire Department

Efficiency is calculated with a base of \$.80 per hour for 3 machine hours earned per hour worked. Measurement is done by recording the weight of input materials and output production

by machine and product size. Calculations are based on a production standard of 100 percent for fine wire and 80% percent for the Syncro. Scrap is deducted from the weights used for the payout calculations.

One Machine Hour Earned = 1 hr running time at standard speed for the product.

Machine Hours Earned = $\frac{\text{Number of Lbs. Produced}}{\text{Production Standard (Lbs/Hr)}}$

P.I.P. Payout = $\frac{(\text{Machine hours Earned} - 3)}{.80 + (\text{Hours Worked})} \times \0.58

Braiding Department

Efficiency is calculated with a base of 63.9 percent and is measured by calculating the efficiency of each machine per shift. All machine totals are calculated and added together. The daily totals are added together and divided by the number of shifts worked giving weekly shift efficiency.

P.I.P. payout = $(\text{Actual efficiency} - 63\%) \times \$0.0341 \times \text{Hrs worked}$

Bunching Department

Efficiency is calculated with a base of 61 percent and is measured by calculating the actual twists of each machine per operator group and dividing them by the standard twists. The calculated weekly total determines the average operator efficiency for the week, An adjustment factor is used for the substandard production sent to repair.

Percent to Repair = $\frac{\text{Total Reels to Repair for Week}}{\text{Total reels Produced for Week}}$

Adjustment Factor:: $100\% - (\text{percent to repair} - 14\%)$

P.I.P. Payout =

$\frac{\text{Adj. Factor} \times (\text{Actual Oper. Eff.} - 61\%) \times \$0.441 \times \text{hrs worked}}{100}$

Multi Wire Department

Efficiency is calculated with a base of 65 percent and is measured by calculating and dividing the actual weighed production into the standard production weight for the week. Output

and scrap correction factors are calculated and the incentive payout table indicates the hourly pay-out.

Dept. Efficiency (Gross)

$$= \frac{\text{Total Earned Hours} \times 100}{(3 \times \text{Tot, Hrs. worked} - \text{Downtime allowances})}$$

$$\text{Output Correction} = \frac{\text{Output Lbs.}}{\text{Counter output Lbs.}} \times 100$$

$$\text{Scrap Correction} = \frac{\text{Scrap}}{\text{Input Lbs.}} \times 100$$

Net Dept Efficiency

$$= \text{Efficiency(Gross)} - \text{Output Correction} - \text{Scrap correction}$$

P.I.P. Payout = From the payout table.

Sincerely,

NOMA CABLE TECH, A DIVISION OF NOMA INC

John McLarty
Director of Manufacturing

Letter of Understanding #5

March 24, 2000

Mr. Tom Murphy
National Representative
C.A.W. Canada
205 Placer Court
North York, Ontario
M2H 3H9

Re: Miscellaneous

Dear Tom:

- A. The Company agrees that Plant Committee Members will have a Union Office and time required to deal with issues arising from the plant. The Company agrees to provide a filing cabinet with a locking mechanism for use by the Plant Committee.
- B. The Company agrees to pay into a special fund two cents (2 cents) per hour per employee for all compensated hours for the purpose of providing paid education leave.
- C. The Company agrees that an employee has the right to sign a waiver, for Weekly Indemnity Benefits, while their WCB benefits is being processed.
- D. Company appointed Trainers will be paid a ten (10) percent premium when training.

Sincerely,

NOMA CABLE TECH, A DIVISION OF NOMA INC.

John McLarty
Director of Manufacturing

Letter of Understanding #6

March 24, 2000

Mr. Tom Murphy
National Representative
C.A.W. Canada
205 Placer Court
North York, Ontario
M2H 3H9

Re: Pension

Dear Tom:

The Company agrees to contribute to a Pension Plan on the following schedule based on years of service to a maximum per employee as follows:

Company Contributions (100% of total contribution)		
2 to 9 years	4.0% of base pay excluding bonus/premiums	“
10 to 19 years	5.0%	“
20 to 29 years	6.0%	“
30 or more years	7.0%	“

Sincerely,

NOMA CABLE TECH, A DIVISION OF NOMA INC.

John McLarty
Director of Manufacturing

Letter of Understanding #7

March 24, 2000

Mr. Tom Murphy
National Representative
C.A.W. Canada
205 Placer Court
North York: Ontario
M2H 3H9

Re: Christmas & Floater holidays

Dear Tom:

The schedules during the life of the current contract are as follows,

<u>2000</u>		
Paid Holidays	June 30	Floater
	September 1	Floater
	December 25	Christmas Day
	December 26	Boxing Day
	December 27	Floater
	December 28	Floater
	December 29	Floater
	January 1	New Years Day
<u>Year 2001</u>		
Paid Holidays	June 29	Floater
	December 24	Floater
	December 25	Christmas Day
	December 26	Boxing Day
	December 27	Floater
	December 28	Floater
	December 31	Floater
	January 1	New Years Day

<u>Year 2002</u>		
Paid Holidays	December 23	Floater
	December 24	Floater
	December 25	Christmas Day
	December 26	Boxing Day
	December 27	Floater
	December 30	Floater
	December 31	Floater
	January 1	New Years Day

Sincerely,

NOMA CABLE TECH, A DIVISION OF NOMA [NC.

John McLarty
Director of Manufacturing

Letter of Understanding #8

March 24, 2000

Mr. Tom Murphy
National Representative
C.A.W. Canada
205 Placer Court
North York, Ontario
M2H 3H9

Re: Negotiations Costs

Dear Tom:

The Company agrees to pay members of the Negotiating Committee their lost basic wages during negotiations.

Sincerely,

NOMA CABLE TECH, A DIVISION OF NOMA INC

John McLarty
Director of Manufacturing

Letter of Understanding #9

March 24, 2000

Mr. Tom Murphy
National Representative
C.A.W. Canada
205 Placer Court
North York, Ontario
M2H 3H9

Re: Continuous 12 hour shift Operators (Lunch and Coffee
Break Relief)

Dear Tom:

The Company will administer the lunch and coffee break relief for these operators as follows:

These operators will be relieved for a 30 minute lunch break by the lead hand, or a designated operator, or their supervisor if the employee and their supervisor have mutually agreed to have the supervisor provide lunch relief. The time of the lunch break would be done according to Article 17.03 of the Collective Agreement. In lieu of no relief, providing they agree to work through the lunch break, these operators would be compensated by adding 30 minutes per shift to the weekly pay. These minutes would be paid at the normal rate for work plus any overtime or shift premium applicable. Coffee breaks would not be relieved but would be compensated by adding 15 minutes per shift to the weekly pay. These minutes would be paid at the normal rate for work plus any overtime or shift premium applicable.

Note: When the Casting operator leaves his machine for lunch it must be in such a way as not to require a pour or reel change.

Saturday, Sunday and Statutory Holidays — all Shifts —
Casting

If Casting operators are not relieved for a 30 minute lunch break, They will eat their lunch in the department and continue to operate their machinery. In lieu of no relief, these operators would be compensated by adding 30 minutes per shift to the weekly pay. These minutes would be paid at the normal

rate for work plus any overtime or shift premium applicable. Coffee breaks would not be relieved but would be compensated by adding 15 minutes per shift to the weekly pay. These minutes would be paid at the normal rate for work plus any overtime or shift premium applicable.

Note: Cable Tech management reserves the right to eliminate the 15 minute and 30 minute compensation for no relief during lunch and coffee breaks if we can provide another individual to relieve the continuous 12 hr. shift operators during these times. The Union will be notified in writing before any changes are made to this arrangement.

Sincerely,

NOMA CABLE TECH, A DIVISION OF NOMA INC.

John McLarty
Director of Manufacturing

Letter of Understanding #10

March 24, 2000

Mr. Tom Murphy
National Representative
C.A.W. Canada
205 Placer Court
North York, Ontario
M2H 3H9

Re: Overtime – Continuous 12 hour shift operators

Dear Tom:

The Company will administer the overtime for these operators as follows:

A) Overtime -Work days

Employees shall be paid double the employees regular rate, exclusive of premiums, for all hours worked in excess of twelve (12) hours in any twenty-four (24) hour period.

B) Overtime – Days Off

Any overtime worked on days off will be at time and one-half (1 1/2) the employee's regular rate, exclusive of premiums.

In determining days off, look at the work day rule first, and if time worked falls outside the time limits for work day overtime, it will be deemed to be a day off.

This policy applies to continuous shift personnel only.

Sincerely,

NOMA CABLE TECH, A DIVISION OF NOMA INC

John McLarty
Director of Manufacturing

Letter of Understanding #11

March 24, 2000

Mr. Tom Murphy
National Representative
C.A.W. Canada
205 Placer Court
North York, Ontario
M2H 3H9

Re: Layoff and Recall

Dear Tom:

While it is understood the company has complete discretion in the selection and removal of Group Leaders, it is further agreed that such persons, once selected, have neither the responsibility for nor the authority to discipline bargaining unit members.

Sincerely,

NOMA CABLE TECH, A DIVISION OF NOMA INC.

John McLarty
Director of Manufacturing

Letter of Understanding #12

March 24, 2000

Mr. Tom Murphy
National Representative
C.A.W. Canada
205 Placer Court
North York, Ontario
M2H 3H9

Re: Non-union promotions

Dear Tom:

Any employee transferred or promoted out of the bargaining unit and returned back to the bargaining unit shall retain their seniority gained while in the bargaining unit, so long as they are returned to the bargaining unit within three (3) months. After this period, they shall forfeit all seniority rights to the bargaining unit.

Sincerely,

NOMA CABLE TECH, A DIVISION OF NOMA [NC.

John McLarty
Director of Manufacturing

Letter of Understanding #13

March 24, 2000

Mr. Tom Murphy
National Representative
C.A.W. Canada
205 Placer Court
North York, Ontario
M2H 3H9

Re: Extrusion Setups

Dear Tom:

The Company will monitor the number of setups performed on each machine and shift in extrusion. This information will be shared with the union and where there is a concern, the Human Resource Manager will meet with the Plant Chairperson and the Union Committee to develop a solution.

Sincerely,

NOMA CABLE TECH, A DIVISION OF NOMA INC.

John McLarty
Director of Manufacturing

Letter of Understanding #14

March 24, 2000

Mr. Tom Murphy
National Representative
C.A.W. Canada
205 Placer Court
North York, Ontario
M2H 3H9

Re: Students

Dear Tom:

It is agreed that the "school vacation period" is defined as running from April 1 up to and including October 1 in any year. Students will not gain seniority while working during this period, but will pay union dues in any month in which they work forty (40) or more hours. If the company offers a student full time employment, their seniority date will commence from their first day of work during the school vacation period immediately prior.

Sincerely,

NOMA CABLE TECH, A DIVISION OF NOMA INC.

John McLarty
Director of Manufacturing

Letter of Understanding #15

March 24, 2000

Mr. Tom Murphy
National Representative
C.A.W. Canada
205 Placer Court
North York, Ontario
M2H 3H9

Re: Pay Continuance

Dear Tom:

Employees on leave for union business will continue to be paid by the company. The Company will submit its bill to the union and be reimbursed for all of these amounts.

Sincerely,

NOMA CABLE TECH, A DIVISION OF NOMA INC.

John McLarty
Director of Manufacturing

Letter of Understanding #16

March 24, 2000

Mr. Tom Murphy
National Representative
C.A.W. Canada
205 Placer Court
North York, Ontario
M2H 3H9

Re: Training log

Dear Tom:

For the purposes of the training log all employees will have a classification of trained or not trained on various machinery. The classifications of partially trained will no longer apply.

Sincerely,

NOMA CABLE TECH, A DIVISION OF NOMA INC.

John McLarty
Director of Manufacturing

Letter of Understanding #17

March 24, 2000

Mr. Tom Murphy
National Representative
C.A.W. Canada
205 Placer Court
North York, Ontario
M2H 3H9

Re: Overtime equalization – Continuous 12 hour shifts

Dear Tom:

With the exception of the continuous 12 hour shift Twisting and Bunching Groups, the Equalization groups will remain unchanged. The continuous 12 hour shift Twisting and Bunching groups will be in their own equalization group as follows:

Continuous 12 hour shift Twister group (#3, 4, 5)

Continuous 12 hour shift Buncher group (#10, 11, 12, 21, 22, 23, 24)

Note: All changes to the Overtime Equalization Policy will take effect when the continuous 12 hour shift schedule takes place, at which time all equalization hours in the plant will be set to zero.

Sincerely,

NOMA CABLE TECH, A DIVISION OF NOMA INC.

John McLarty

Letter of Understanding #18

March 24, 2000

Mr. Tom Murphy
National Representative
C.A.W. Canada
205 Placer Court
North York, Ontario
M2H 3H9

Re: Implementation of the Continuous 12 hour shifts

Dear Tom:

The purpose is to implement these shifts in all affected groups by posting all positions in several steps. The Casting group would not follow the steps.

All employees in the affected groups will have first choice to accept or refuse the positions in their groups as follows:

The day shift position may be accepted by the current day shift employee in the group.

The afternoon and midnight shift employees may accept either of the two off-shift positions.

The second day shift position will be considered as a new position and will be posted plant wide.

Employees in the continuous 12 hour shift groups who accept an off-shift continuous 12 hour shift position will have the right to apply for the second day shift position. Plant seniority will govern who is eligible for these positions.

Employees in the affected groups who decline continuous 12 hour shift positions will have super-seniority for all positions posted for their current shifts for the first move.

All positions created as a result of the filling of the continuous 12 hour shift positions will be posted. Employees in the continuous 12 hour shift groups who decline continuous 12 hour shift positions shall apply for an open position created by the filling of the vacant continuous 12 hour shift positions. These employees, upon accepting a posted position in a lower wage classification, exclusive of continuous 12 hour shift openings

will receive a portion of \$4,000.00 to be divided equally amongst all affected employees to a maximum of \$2,000.00 per employee. These employees will not have the right to apply for subsequent postings for the continuous 12 hour shift for a period of 12 months, with the exception of Group Leader positions.

All subsequent openings will be filled in accordance to Article 16 of the collective agreement.

Sincerely,

NOMA CABLE TECH, A DIVISION OF NOMA INC.

John McLarty
Director of Manufacturing

Letter of Understanding #19

March 24, 2000

Mr. Tom Murphy
National Representative
C.A.W. Canada
205 Placer Court
North York, Ontario
M2H 3H9

Re: Christmas Shutdown - Continuous 12 hour shifts

Dear Tom:

The Scheduled Christmas Shutdown is as follows:

December 24, 8:00 Pm. – December 25, 8:00 Pm.

December 25, 8:00 Pm. - December 26, 8:00 Pm.

December 31, 8:00 Pm. -- January 1, 8:00 Pm.

With the exception of the above days of shutdown, the continuous 12 hour shift groups will work their regularly scheduled shifts (excluding Casting). The company reserves the right to observe the Statutory and Floating holidays and may schedule the shutdown of the continuous 12 hour shifts with reasonable notice to the affected employees

Sincerely,

NOMA CABLE TECH, A DIVISION OF NOMA INC.

John McLarty

Director of Manufacturing

CONTINUOUS 12 HOUR SHIFT ROTATION

WEEK ONE							
Shift	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Group A 8:00 Am - 8:00 Pm.		12	12			12	12
Group B 8:00 Pm. - 8:00 Am.		12				12	12
Group C 8:00 Am - 8:00 Pm.	12			12	12		
Group D 8:00 Pm. - 8:00 Am.	12			12	12		

WEEK TWO							
Shift	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Group A 8:00 Am - 8:00 Pm.	12			12	12		
Group B 8:00 Pm. - 8:00 Am.	12			12	12		
Group C 8:00 Am - 8:00 Pm.		12	12			12	12
Group D 8:00 Pm. - 8:00 Am.		12	12			12	12