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GENERAL AGREEMENT

Effective
October 1, 2003 through September 30, 2006

Between



Communications
Workers of America

AND

Belden Communications
Division



Phoenix Plant

80 pages

**COMMUNICATIONS WORKERS OF AMERICA
AND
BELDEN COMMUNICATIONS DIVISION**

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AGREEMENT

between

BELDEN COMMUNICATIONS DIVISION

and

COMMUNICATIONS WORKERS OF AMERICA

PREAMBLE

1. GENERAL AGREEMENT made this 1st day of October, 2003 by and between Belden Communications Division, hereinafter called the "Company" and the Communications Workers of America, hereinafter called the "Union."

2. And, WHEREAS, the parties have engaged in collective bargaining for the purpose of developing a general agreement on wages, hours of work, and other conditions of employment;

3. NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree with each other as follows with respect to the employees of the Company recognized as being represented by the Union:

ARTICLE 1 - RECOGNITION

A. Collective Bargaining Representative for Employees

The Company hereby recognizes the Union as the exclusive bargaining representative relative to rates of pay, hours of work, and other conditions of employment for all of its employees, as hereinafter defined, at its manufacturing plant located at 505 N. 51st Avenue in the city of Phoenix, Maricopa County, Arizona. The Union makes this Agreement as the exclusive bargaining representative for such employees.

B. Definition of Employee

1. The term "employee" as used in this Agreement applies only to the Company's hourly rated production and maintenance unit employees and nonconfidential office and factory clerical employees.

C. Collective Bargaining Procedure

1. Collective bargaining shall be conducted only by authorized bargaining representatives of the Union and of the Company. The parties shall notify each other in writing of the names of their authorized bargaining representatives and of any changes that may occur. All such written communications from the Union shall be signed by the President of the International Union or designee.
2. The Union and the Company shall be entitled to an equal number of representatives (up to 5) at collective bargaining.
3. At the request of either party, collective bargaining meetings shall be held at times and places mutually convenient. The party requesting the meeting shall inform the other reasonably in advance of the subjects to be discussed. Except in urgent cases, such notification shall be in writing.
4. During the term of this Agreement, any agreements on working conditions shall be in writing and signed by the Union Bargaining Agent or designated representative and the Company Bargaining Agent or designated representative.

D. Payroll Dues Deduction Procedure

1. Upon receipt of a "Payroll Deduction Authorization" from an employee, in the form attached hereto, the Company will initiate deductions for amounts equal to Union Dues (and, if authorized, an Initiation Fee) from such employee's wages, profit sharing, disability, vacation, holiday or other benefit payments.
2. Deductions shall begin during the first payroll period in the month following receipt by the Company of a "Payroll Deduction Authorization" and provided there is sufficient pay available to cover the amount authorized after deductions by law have been made.
3. "Payroll Deduction Authorizations" shall be suspended when the employee
 - a. is transferred to a job that is not represented by the Union, or
 - b. is removed from the Company's payroll.
4. Except as provided in paragraph 3 above, a "Payroll Deduction Authorization" shall remain in effect while an individual is employed by the Company unless canceled by such employee. Such cancellation must be individually sent to the Company's Payroll Department and to the CWA Local Union office by certified mail during the fourteen (14) calendar

day period prior to the anniversary date or termination date of the current or subsequent collective bargaining agreement(s).

5. In the event an employee who cancels a "Payroll Deduction Authorization", in accordance with paragraph 4 above, wishes to resume deductions for amounts equal to Union dues, such employee shall be obligated to complete a new "Payroll Deduction Authorization."
6. A "Payroll Deduction Authorization" suspended in accordance with paragraph 3 above shall be reactivated on the first (1st) payroll period following the return of an employee to a job that is represented by the Union.
7. By written certification, the Union shall keep the Company informed of the amount of regular monthly dues in effect for the Bargaining Unit. Such amount shall be uniform for all employees in the Bargaining Unit.
8. Amounts deducted in accordance with the above provisions shall be remitted to the Union no later than the end of the first week following the months during which the deductions were made. The Company shall deliver to the Union the amount due accompanied by a record of employee names from whose pay:
 - a. Regular deductions have been made.
 - b. No deduction has been made because of cancellation of authorization.
 - c. No deduction has been made because of revocation of authorization.
 - d. No deduction has been made because of insufficient earnings in the pay period.
 - e. Deduction has been made for a prior month.
9. It is recognized that the suspension, reactivation and cancellation procedures for "Payroll Deduction Authorization" contained herein shall be observed for all Union members in the Bargaining Unit on the effective date of this collective bargaining agreement.
10. It is understood that the Company assumes no responsibility for the consequences of any failure to make such deduction or mistakes in connection therewith and that neither the Company nor any of its officers, agents or employees shall in any way be held liable or responsible for any loss.

ARTICLE 2 - RIGHTS AND OBLIGATIONS

A. Management of the Business

The right to manage the business and to direct the working forces and operation of the business, subject to the limitations imposed by this Agreement, is vested in, and retained by, the Company. The Company will notify the Union of any work place changes consistent with the provisions of this Agreement.

B. Federal and State Laws

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

C. Non-Discrimination

1. It is the continuing policy of the Union and the Company that provisions of this Agreement shall be applied to all employees without regard to race, color, religion, national origin, disability, disabled veterans and veterans of military campaigns, sex or age, except where sex or age is a bona fide occupational qualification. It is also the continuing policy of the Union and the Company that all employees shall be provided a workplace free of sexual harassment. Sexual harassment shall be considered discrimination under this provision. In the event that any such discrimination should occur, the Company shall take corrective action as appropriate. Neither the Union nor the Company shall retaliate against an employee who complains of such discrimination, or who is a witness to such discrimination.
2. There shall be no discrimination on the part of the Union or the Company or its officers, members, representatives or agents, against any employee because of membership or non-membership in the Union.
3. No employee shall be subjected to prejudice or discrimination because of action taken by representatives of the Union in presenting grievances instituted for such employees under the provisions of this Agreement.
4. Whenever the male gender is used for language simplicity in this Agreement, in all cases it shall be interpreted to also include the female gender.

D. Conducting Union Business on Company Premises

1. The Union or individual employees will not conduct any Union activity on Company premises except:
 - a. Collective bargaining or conferring with Company representatives;
 - b. The observation of a work operation or condition related to a complaint or grievance.

2. The distribution of Union material such as, but not limited to, papers, leaflets, handbills, or literature, may be made by the Union or an employee. Such distribution must not be made in the work areas or during the assigned working time of employees involved, and such distribution must not interfere with work operations or be of a disruptive nature. Union materials will be reviewed by Labor Relations at least 24 hours prior to distribution unless other arrangements have been made.

Solicitation of Union membership will be conducted during orientation periods for new hires and recalled employees for an approved length of time as mutually agreed and also during authorized non-work time, or before and after work, or during lunch periods or break periods.

Unless supervisory approval is granted, discussions between Local Union representatives and employees related to grievances will be conducted during authorized non-work time, e.g. before and after work or during lunch periods or break periods.

3. Union agents and/or officials not employed by the Company will have reasonable access to Company premises for the purpose of conferring with management and/or to conduct Union business provided:
 - a. Application for such access is approved in advance by the Company's Bargaining Agent or such Bargaining Agent's delegate.
 - b. There is compliance with the Company's policies covering access to and movement of visitors within Company premises.

E. Notification to the Union

1. Other than emergency conditions, the Company agrees to inform the Local Union, and impacted employees, in writing, within seven (7) calendar days, of any workload changes. This includes significant changes in overtime schedules.

2. The employee's supervisor will notify the Local Union representative in writing of disciplinary action or termination. Specific time limits for the Article 3 Grievance Procedure will begin when the supervisor provides the written notification. Specific time limits and other notification requirements are detailed in the applicable Articles.
3. The Company will notify the Union in writing, fourteen (14) calendar days in advance of layoffs due to lack of work.
4. The Company will notify the Union, in writing, of any pay or benefits withheld from an employee's pay, including STD Benefits notifications.
5. The Company will notify the Union in writing of all movement of personnel prior to the movement.

F. Prohibition of Strikes and Lockout

1. There shall be no strikes of any kind, including sympathetic strikes and unfair labor practices strikes, during the term of this Agreement. "Strikes" include any work stoppages, slowdowns, or other interferences with or interruptions of work operations. The Union agrees that it will not cause, permit, encourage, participate in or sanction its members to cause, nor will any of the members of the Union take part in any strike, sit-down, stay-in, slowdown, or any other willful curtailment of work or restriction or interference with maximum production in any manner.
2. The Company agrees that it will not close the plant or any part thereof for a purpose, which is clearly and beyond doubt to discriminate against the Union.

G. Bulletin Boards

1. The Company will furnish and maintain all existing bulletin boards in the plant utilized by the Union. Additional bulletin boards as requested by the Union may be added by the Company. The Local Union will be provided a key to each of the bulletin boards, used by the Union, located on the Company's premise.
2. The size, general type and construction of the bulletin boards shall be mutually agreed upon by the Union and the Company.
3. Bulletin boards shall remain the property of the Company.
4. Bulletin boards shall be used for the sole purpose of posting Union notices. No notice shall be posted unless advance approval is obtained from the Company's Bargaining Agent or delegate. The Company may give blanket

advance approval for the posting of routine notices. *Nothing contained in the posted material shall be contrary to good relations between the Union and the Company.*

5. The Union assumes responsibility for complete compliance with the provisions of Paragraph 4 above. In the event of a violation, the Company may withdraw the bulletin board privileges, including removal, with a one (1) week written notice to the Union.

H. Discipline

1. Right to Be Represented

- a. An employee who is summoned to meet with a supervisor for the purpose of discussing possible disciplinary action will have the right to Union representation. If the employee requests such representation and the Union representative is not then available, the employee's required attendance at such meeting shall be deferred only for such time during that shift as is necessary to provide opportunity for the Company to secure the attendance of a Union representative.

2. Time Limitation

- a. From the date of the infraction, the Company has a maximum of fourteen (14) calendar days to announce in writing the disciplinary action to the Union.
- b. The Company will issue discipline within fourteen (14) calendar days unless an investigatory extension is requested in writing and mutually agreed to by the parties.

3. Suspension/Termination Procedure

The Company agrees that it shall not discipline, suspend or terminate an employee without just cause. In all instances in which the Company concludes that an employee's conduct may justify termination, the following steps shall be taken:

- a. From the date of the infraction involving a disciplinary suspension, a two (2) working day fact-finding period will occur before action is taken except in cases of gross negligence, drug policy infractions, violence and any other serious circumstances warranting immediate action.

- b. The employee shall be suspended, prior to termination, for not more than ten (10) calendar days, with written notice furnished to the Local Union representative prior to suspension.
- c. During the suspension period, the Local Union has the right to file a grievance in accordance with Article 3 of this Agreement.
- d. If the suspension is converted to termination, a grievance may be filed at Step II of the Grievance Procedure.
- e. If it is determined by the Company that the employee was unjustly suspended or terminated, the employee shall be reinstated with compensation for the time lost, except as may be otherwise mutually agreed upon.

I. Safety and Health

1. Obligations of the Parties

The Union and the Company will continue to cooperate in the objective of eliminating accidents along with safety and health hazards. The Company shall make reasonable provisions for the safety and health of its employees during the hours of their employment.

The Company, the Union, and the employees recognize their respective obligations under existing Federal and State laws and regulations with respect to safety and health matters. The Company shall meet its obligation of providing a safe workplace in the manner required by law.

It is understood that the Union has no liability for the Company's non-compliance with Federal and State laws and regulations.

2. Joint Union/Company Safety Committee

The parties agree to establish a Joint Union/Company Safety Committee as follows:

- a. The Committee shall be comprised of Company and Union representatives.
- b. It shall be the responsibility of the Committee to review and discuss safety and health practices within the plant.
- c. In carrying out its responsibilities, the Committee will:
 - i. Review the causes and prevention of accidents.

- ii. Review safety and health matters raised by Bargaining Unit employees.
 - iii. Formulate and review methods to encourage employees to form habits of safety and health and to observe applicable rules and regulations.
 - iv. Review protective equipment or devices.
3. Protective Devices, Wearing Apparel, and Equipment.

The Company shall determine and provide the proper safety devices and equipment as warranted by the job. Once provided, the employees are required to use all such devices and equipment.

4. Where the Company knowingly uses hazardous materials, it shall inform the affected employees what hazards, if any, are involved, and what precautions shall be taken to insure the safety and health of those affected employees. Upon the request of an employee, the Company will provide information from Material Safety Data Sheets or their equivalent when available, on hazardous materials to which employees are exposed in their work place; provided, however, that when the information is considered proprietary, the Company will so advise the Union Co-Chairman, and provide sufficient information for the Union to make further inquiry.

The Company will establish, where necessary, a program of periodic in-plant air sampling and noise testing under the direction of qualified personnel.

J. Medical Records

The Company shall maintain the confidentiality of medical reports and examinations of its employees. It shall only furnish such reports to a physician designated by the employee upon the written authorization of the employee, consistent with HIPPA requirements. The Company may use or supply medical examination reports of its employees in response to subpoenas, requests to the Company by any Governmental agency authorized by law to obtain such reports, and in arbitration or litigation of any claim or action involving the Company. Whenever the Company physician detects a medical condition, which, in the physician's judgment, requires further medical attention, the Company physician shall advise the employee of such condition, or advise the employee to consult with their personal physician. If the Company physician requires additional tests, it will be at no cost to the employee.

ARTICLE 3 - ADJUSTMENT OF GRIEVANCES

A. Purpose

The purpose of this Section is to provide an orderly procedure for the discussion of any requests or complaints and to establish procedures for the processing and settlement of grievances as hereinafter defined.

B. Operation of Grievance Procedure

1. Should any differences arise between the Union and the Company as to the meaning and application of this Agreement or as to any questions relating to the wages, hours or other conditions of employment of any employee, there shall not be any suspension of work on account of such differences, but an earnest effort shall be made to settle them promptly in accordance with the following procedure, in the manner and order hereinafter set forth.
2. Time Limitation - A grievance not brought to the Company within twenty-one (21) calendar days of the occurrence or the employee's knowledge of occurrence (in cases of discipline or termination, the time limits will be within twenty-one (21) calendar days of the supervisor's notification to the Local Union) shall be deemed void and waived, thus preventing an accumulation of grievances.
3. The Company will notify the Local Union in advance of any anticipated disciplinary meeting with an employee unless immediate Company action is required.
4. The Company cannot file grievances or seek arbitration.

C. Grievance Procedure

The Grievance procedure shall be as follows:

Prior to any formal step in this procedure, the employee has the ability to discuss the issue with the supervisor.

Grievances which are filed must be in legible form and must contain:

- a. the name or names of the employees aggrieved;
- b. the specific sections, if any, of this Agreement which are claimed to have been violated and a brief description of the circumstances out of which it arose; and
- c. the Local Union's settlement proposal.

1. Step I - The first formal step will be filed within twenty-one (21) calendar days of the occurrence or event and discussion will be held between Local Union representatives and the supervisor in an attempt to settle the request or complaint. The supervisor shall respond in writing within fourteen (14) calendar days of the discussion.
2. Step II - Those grievances not resolved at Step I may be referred to Step II. Within fourteen (14) calendar days after receipt of the supervisor's Step I response, the Local Union president or Union representative shall submit a written grievance to the Company unit manager requesting a meeting to discuss the grievance. This meeting will be held within twenty-one (21) calendar days of the Union notification. The Company unit manager will answer the grievance in writing within fourteen (14) calendar days.
3. Step III - In the event the grievance is not resolved at Step II, it may be appealed to Step III. Within twenty-one (21) calendar days after receipt of the Company line manager's Step II response, the Local Union president or the Local Union representative, the Union International Representative or his designee and the Company Bargaining Agent shall meet to discuss the grievance. The Company shall mail its answer to the Union within fourteen (14) calendar days after the Step III meeting.

If the grievance is unable to be resolved during the Step III meeting, the Union will have twenty-one (21) calendar days to notify the Company of their intent to appeal the grievance through the arbitration procedure.

4. Step IV - Arbitration or Alternative Grievance Resolution.

D. Alternative Grievance Resolution

1. A joint Union-Company meeting will be held within thirty (30) calendar days after notice of appeal.
2. If the grievance is unable to be resolved during the meeting, the Company and the Union may mutually agree to submit the grievance to the bench arbitration process. The Union will have seven (7) calendar days to notify the Company of their intent to appeal the grievance through the bench arbitration process.

3. Within sixty (60) calendar days after notice of the appeal of the grievance, the Union and the Company shall submit the grievance to a mutually agreed upon neutral third party who will conduct the bench arbitration process.
4. Any resolution reached by the parties at this step, shall be non-precedential, non-referable and final and binding.
5. With respect to the bench arbitration process, each party shall pay for the expenses of its own witnesses. The expenses and compensation of the neutral third party and the general expenses of the bench arbitration process shall be borne equally by the Union and the Company.
6. Only discipline grievances that result in suspension or termination will be subject to advisory bench arbitration.

E. Arbitration

1. After the Company has received a written notice of intent to arbitrate, the grievance shall be arbitrated subject to the following conditions:
 - a. The provisions for arbitration shall apply only to controversies regarding the true intent and meaning or application of any provisions of this Agreement or regarding a claim that a commitment made in this Agreement has not been fulfilled.
 - b. Within thirty (30) calendar days of receipt of the notice of intent to arbitrate, the Union and the Company Bargaining Agents shall meet and attempt to negotiate a settlement. If such efforts are unsuccessful, the parties shall select an arbitrator by using either a name from a mutually agreed upon, standing list of arbitrators or from a panel provided by the Federal Mediation and Conciliation Service.
 - c. The arbitration hearing shall be scheduled as soon as possible, subject to the schedules of the participants, and carried to a conclusion as expeditiously as possible. The arbitrator shall hear and accept pertinent evidence submitted by both parties and shall render a decision in writing to both parties within sixty (60) calendar days of the completion of the hearing.
2. The decision of the arbitrator shall be final and binding on both parties, and the Union and the Company agree to abide by such decision.
3. The arbitrator shall have no authority to change, add to or subtract from the terms of this Agreement.

4. In disciplinary cases, the arbitrator shall determine whether the discipline was for just cause. If the arbitrator concludes the discipline was not for just cause, the employee shall be reinstated. Under no circumstances shall the Company be liable for back pay for more than twelve (12) months after the date of the disciplinary action giving rise to the grievance.
5. Each party shall pay for the expenses of its own witnesses. The expense of the arbitrator, or neutral third party and the general expenses of arbitration shall be borne equally by the Union and the Company.
6. The time periods under this Article may be extended by written mutual agreement of the parties.
7. The following shall not be arbitrable under this Article:
 - a. employment decisions and Belden Communications Division policies, which are not in conflict with the General Agreement.
 - b. physical and/or medical limitations under the Modified Work Program.
 - c. disciplinary actions involving employees with less than one (1) year term of employment;
 - d. any other subjects mutually agreed to by the Union and the Company Bargaining Agents specifically indicating that they are not subject to Arbitration.
8. Upon mutual agreement of the Union and the Company Bargaining Agents, any step of the grievance process may be by-passed.
9. The Union and the Company Bargaining Agents may, from time to time, mutually agree to modify this Article.

F. Suspension of Grievance Procedure

If this Agreement is violated by the occurrence of a strike, slowdown, work stoppage, or interruption or impeding of work in any department, no grievance shall be discussed or processed for the employees directly involved in the violation while such violation continues. The Union will proceed to get the employees in compliance with this Agreement.

G. Grievance Activities

1. The Company agrees to pay the Local President forty (40) hours per week of regular pay with no shift premiums if the President uses the time to conduct Union/Company business. If the Company determines that the Local President is not spending the time working with the Company towards resolution of Union/Company matters, the Company will suspend this pay with thirty (30) days prior written notification to the International Union Representative.
2. The Company agrees to pay the Local Executive Vice-President thirty (30) hours of regular pay with no shift premiums if the Executive Vice-President uses the time to conduct Union/Company business. If the Company determines that the Executive Vice-President is not spending the time working with the Company towards resolution of Union/Company matters, the Company will suspend this pay with thirty (30) days prior written notification to the International Union Representative.
3. The Local Union representatives will be afforded time off with pay as may be required to transact the necessary and proper activities associated with the grievance procedure. This includes the settlement of grievances. The supervisor may consider the needs of the business when approving conferring time. This time off will not be unreasonably withheld. All Grievance meetings with Company representatives are to be held on Company time and are considered time worked.
4. The Local Union may request that its representatives have time off without pay (OUB) to conduct Union business. The Company will grant such requests provided that production is not jeopardized.

H. Grievance Settlement

Settlement of grievances, including those of an arbitrator, may or may not be retroactive. The following limitations shall be observed in any case where such settlement is retroactive.

The effective date for adjustment of grievances relating to termination and disciplinary cases shall be the first date the termination or discipline became effective. Rates of pay, shift premiums, vacation and holiday shall be calculated based on the effective date. Pay increases that may have occurred during the settlement period will be included if applicable.

ARTICLE 4 - WAGE PAYMENT POLICIES

A. Hourly Wages

1. Employees covered by this Agreement shall receive an hourly wage as set forth in Appendix A or Appendix B.
2. Current employees who are still in progression (not at the top of the rate for a particular job grade) will be moved to next higher progression rate on the applicable wage progression schedule and receive increases in accordance with Appendix A. Current employees who are at the top of the progression rate shall receive annual increases on October 1st only in accordance with Appendix B.
3. Employees hired after October 1, 2003 shall receive annual increases on October 1st only in accordance with Appendix B.
4. As hiring conditions fluctuate, the Company may determine that it is necessary to adjust the starting wage to compete for employees in the hiring market. If this condition occurs, the Union and the Company Bargaining Agents will negotiate such wages.
5. The top of the rate for each job grade will increase annually on October 1 as follows:
2003 - 1.5%
2004 - 2%
2005 - 2%

B. Wage Treatment for Demotions

1. Employees moving to a lower rated job as a result of reduction in force due to lack of work will receive a wage protection allowance. The wage protection allowance is "step-to-step," whereby the employee would go to the same step in the lower rated job but would be paid at their present rate as outlined below:

<u>Seniority on Date of Demotion</u>	<u>Wage Protection Allowance Duration</u>
Less than 10 years	8 weeks
10 years but less than 15	16 weeks
15 or more years	24 weeks

2. When an employee suffers a reduction in his base rate because of an on-the-job injury, he will receive the difference in pay between his last rate of pay before the on-the-job injury and his rate of pay immediately after the on-the-job injury, in accordance with the following schedule:

<u>Term of Employment</u>	<u>100% Loss in Pay then</u>	<u>50% Loss in Pay</u>
---------------------------	------------------------------	------------------------

Up to 15 years	13 weeks	* *
15 to 20 years	26 weeks	
20 to 25 years	39 weeks	
25 or more years	52 weeks	

** Wage protection stays in place only until disability ends or employee's current wage rate exceeds his rate of pay at time of injury or maximum rate of his current pay level, for a maximum of 6 years or whichever occurs first.

C. Allowance for Jury or Witness Service

An employee who is called for jury service or subpoenaed as a witness (not as a plaintiff or defendant) shall be excused from work for the days on which he serves. Service, as used herein, includes required reporting for jury or witness duty when summoned, whether or not he serves. The employee shall receive for each such day of service, straight-time hourly wage, with differential, if applicable, as set forth in Appendix A. Time thus paid shall be counted as hours worked for purposes of determining overtime and premium pay liability. The employee will present proof of service as a juror or as a witness.

D. Bereavement Time Off

When death occurs in an employee's immediate family, legal spouse, domestic partner, mother, father, legal guardian, mother-in-law, father-in-law, son, daughter, brother, sister, biological grandparents or grandchildren (including stepfather, stepmother, stepchildren, stepbrother or stepsister when they have lived with the employee in an immediate family relationship), an employee, upon request, will be excused and paid for three (3) consecutive scheduled days off. One of the three (3) paid bereavement days must include the day of the funeral. Two (2) additional unpaid days shall be granted if requested by the employee. Bereavement payment shall be straight-time hourly earnings (as computed for jury pay). An employee will not receive bereavement pay when it duplicates pay received for time not worked for any reason. Time thus paid will be counted as hours worked for purposes of determining overtime or premium pay liability.

E. Errors in the Application of Rates of Pay and Rates of Pay Practices

1. Errors in the application of established rates of pay or wage payment practices, when discovered, shall be corrected promptly to conform with the provisions of this Article. The employee must first present the claimed error to his supervisor. If the supervisor is unable to resolve the issue, the employee may file a grievance consistent with the provisions of Article 3.

ARTICLE 5 - HOURS OF WORK, OVERTIME AND PREMIUM PAYMENT

A. Hours of Work

1. The Company retains the right to determine the schedules for its operations as necessary to meet production demands. The Company may change these schedules with notice to the Union and the affected employees at least one (1) week prior to the change in schedule. In the event the Union has concerns about a particular schedule, the Union may submit the matter to both the Company and Union Bargaining Agents for resolution, subject to the provisions of Article 3, Adjustment of Grievances, Step III. While the grievance is pending, however, the Company may institute the schedule.
2. Normally, forty (40) hours per week shall constitute a workweek. However, the Company may, at its option, reduce the workweek, in which event the reduced hours shall constitute the normal workweek.
3. The reduced hours shall be spread equally across the entire department. Employees in the affected department with reduced hours will be afforded the opportunity to work in another area within the Plant if there is a position available. All movement within the Bargaining Unit will be decided in accordance with Article 7, in the Movement of Personnel (MOP) procedure.
4. The Union and the Company recognize that in certain departments or work groups it may be beneficial to the employees and in the best interest of the business to establish a nontraditional schedule as a normal workweek. Accordingly, where the parties involved agree, the number of hours which presently constitute the normal workweek, even though scheduled differently than the standard eight (8) hour day, will become the normal workweek.

Subject to the above, and before implementation of nontraditional schedules in any work group, the Union and the Company will establish the rules and implementation procedures for such alternative schedules.

5. The scheduled daily shift is normally established by the first shift worked beginning Sunday at 11:00 p.m. and will usually remain the same throughout the week.

B. Overtime

1. It is recognized by both parties that the needs of the business may require overtime work (i.e., work outside the employee's scheduled daily or weekly shift), and that the job involved must be performed by qualified employees working on an overtime basis. The Company, in requesting overtime work, will distribute it as evenly as practical among qualified employees normally working that job assignment. When production demands warrant short notice scheduled overtime, the Company will provide in writing to the Union the reason for the overtime.

Employees with prior commitments which they cannot change on short notice shall be permitted to refuse the overtime.

2. If overtime is needed on short notice, all means to find qualified employees will be exhausted before scheduling employees under short notice conditions; however, as a last resort, short notice scheduling may be used when customer time constraints or emergencies do not allow any alternatives.
3. When an employee works overtime at a job assignment other than his regular job assignment, he shall work the hours of the job assignment involved.
4. Pay at time and one-half shall apply as follows:
 - a. Time worked in excess of eight (8) hours in twenty-four (24) consecutive hours, except as negotiated for nontraditional schedules.
 - b. All hours worked on a calendar Saturday or on a 7-Day coverage employee's day in lieu of Saturday.
 - c. All hours worked outside a scheduled daily shift.
 - d. All hours worked in excess of forty (40) hours in a workweek.
5. Pay at the double time rate shall apply for:
 - a. All hours worked over forty-eight (48) in a workweek.
 - b. All hours worked on a calendar Sunday or on a 7-day coverage employee's day in lieu of Sunday.
 - c. Short notice scheduled overtime.
 - d. All hours worked on a holiday.

6. Payment of overtime or premium rates shall not be duplicated for the same hours worked. The higher of the applicable rates shall be paid:
- a. To the extent that hours worked are compensated for at overtime or premium rates under one provision of this Agreement, they shall not be counted as hours worked under the same or any other provision of the Agreement.
7. Night Work Premium – 7-day Coverage Premium
- a. New hires will be paid Night Work Premium at the rate of \$.50 per hour for years one (1) and two (2) of the Agreement and \$.55 per hour during year three (3) of the Agreement.
 - b. Current employees will be paid Night Work Premium as follows:
 - i. From October 1, 2003 until October 3, 2005 the Night Work Premiums will be frozen at 10% of the employees' base wage rate as of September 30, 2003 to the maximum of:
CO1 - \$1.42
CO2 - \$1.56
CO3 - \$1.76
TO - \$2.33
SO - \$1.86
SA - \$1.62
 - ii. Beginning October 3, 2005 the Night Work Premiums will be 10% of the eligible employees' base wage rate.
 - iii. Those employees still in the wage progression will receive the 10% of their base wage rate until they reach the above maximums.
 - c. 7-day Coverage Premium will be paid as follows:
 - i. New hires will be paid at a rate of \$.50 per hour for years one (1) and two (2) of the Agreement and \$.55 during year three (3) of the Agreement.
 - ii. Current employees' 7-day Coverage Premium will be frozen at 10% of the employees' base wage rate as of September 30, 2003 to the maximum of:

CO1 - \$1.42
CO2 - \$1.56
CO3 - \$1.76
TO - \$2.33
SO - \$1.86
SA - \$1.62

- iii. Beginning October 3, 2005 the 7-day Coverage Premium will be 10% of the current employees' base wage rate.
 - d. All employees must be assigned to either first or third shift to receive the Night Work Premium.
 - e. All employees must be assigned to work a 7-day coverage schedule with rotating days off to receive 7-day Coverage Premium.
8. Overtime Equalization
- a. Overtime will be offered to employees with the least amount of overtime hours, without exception. Employees must accept current job assignment overtime before working overtime outside the job assignment.
 - b. The normal overtime spread will be no more than forty (40) paid hours across all shifts in any job assignment code.
 - c. Overtime will be distributed in a job assignment by seniority (i.e., highest seniority with lowest hours).
 - d. All supervisors will use only the authorized overtime tracking system and all overtime time records shall be accurately maintained and recorded. The line managers are responsible for eliminating any overtime imbalances.
 - e. The authorized overtime tracking system will reflect only overtime that has been declined within the normal job assignment. Employees who refuse overtime outside their job assignment will not be charged. Additionally, employees who are asked to work with less than twenty-four (24) hours notice and decline will not be charged.
 - f. Employees who refuse overtime with more than twenty-four (24) hours notice within their job assignment will be charged as if the overtime was worked.

- g. If the employee receives less than twenty-four (24) hours notice and works the overtime, he will be charged.
 - h. Newly hired employees or employees assigned a new job assignment, upon job certification, will be charged the highest number of overtime hours credited within the job assignment.
 - i. Overtime to replace absent employees will be requested in the following order:
 - i. Employees on adjacent shifts
 - ii. Employees who are not scheduled to work on that day
 - iii. Employees from other departments
 - j. Employees not available to work overtime will be charged, except for authorized military training, vacation and holiday scheduled at least seven (7) days in advance.
 - k. Employees changing shifts within their job assignment shall retain the overtime hours accrued on their previous shift.
 - l. Authorized overtime tracking system records will be available for Union representatives and employees for review upon request.
9. Call-In payment for time worked on a call-in, which includes pay for travel time, shall not be less than two (2) hours pay at the applicable overtime rate. These paid hours shall apply as time worked for computing premium pay.

When an employee is called during his non-scheduled time to report for a work assignment outside his scheduled daily or weekly shift, it shall be considered a call-in. When an employee has reported for work, or when, prior to leaving work, an employee is requested to report for work on a subsequent day at either the employee's scheduled or non-scheduled starting time, it shall not be considered a call-in.

C. Rest Periods

- 1. The Company will provide for all employees in the Bargaining Unit, approximately in the middle of each four-hour work period, a rest period of ten (10) minutes. On jobs involving continuous operations where it is not practical to interrupt such processes, rest periods will be arranged at intervals other than the regular rest period intervals.
- 2. During the scheduled rest periods, employees may leave their usual work places and utilize any break facility the Company provides.

3. Rest period time shall be treated as time worked.
4. A lunch period of thirty (30) minutes will be paid where continuous operations are scheduled, with pay at base rate plus applicable night work and 7-day coverage premiums.

ARTICLE 6 - VACATION, HOLIDAYS AND EXCUSED WORK DAYS

A. Vacation

1. All employees covered by this Agreement are eligible for vacation with pay during the vacation fiscal year (October 1 through September 30) as follows:

<i>Net Credited Service</i>	<i>Vacation Eligibility</i>
Six months and up to 5 years	Five (5) days
*5 and up to 10 years	Ten (10) days
10 and up to 15 years	Fourteen (14) days
15 and up to 20 years	Fifteen (15) days
20 or more years	Twenty (20) days

* During the term of this Agreement, all employees on the active roll on the effective date of this Agreement who are in the 5 to 10 year category or who will move into that category during the term of the Agreement shall be entitled to *thirteen (13)* days of vacation.

2. Vacation shall be selected on a seniority basis, determined by *net credited service*.
 - a. Employees are expected to schedule *all of their vacation* during the vacation scheduling process. The Company will make adequate time off [fifteen percent (15%)] available during the vacation fiscal year so that all employees in their respective departments may schedule their vacation.
 - b. During the initial vacation scheduling process, exceptions will be made to accommodate peak demand vacation periods. The Local Union and the Company will discuss the peak demand periods and scheduling process and the method for handling unused vacation time.
 - c. Discussion between the Local Union and the Company will also occur once the initial scheduling process is completed and prior to adjustment of non-scheduled vacation time. The Company will retain adequate time available for employees to take their vacation during the vacation fiscal year.
 - d. During the vacation scheduling process, full weeks of vacation shall have priority over full day-at-a-time vacation excluding holidays.

Vacation time not scheduled shall be granted based on the earliest request, subject to paragraph c. above.

- e. Vacation scheduling and notification shall be completed no later than September 30 for the upcoming vacation year. The vacation schedule shall be accessible at all times to the Local Union and employees.
 - f. Vacation time will be considered as time worked for the purpose of computing overtime.
 - g. Employees must notify their supervisor and obtain advance approval for any vacation time.
3. Employees will receive straight-time pay for vacation. A maximum of 40 hours will be paid per vacation week whether taken in daily or weekly increments.
 4. If an employee is asked and chooses to work on a scheduled vacation day, the employee will receive two (2) times his/her hourly rate of pay (vacation pay and base pay), plus any applicable premium payments or shift differential for all hours worked.
 5. Vacation days may not be carried over from one vacation year to the next.
 6. The Union and the Company recognize that it may be in the best interest of employees to have the ability to take time off for brief intervals because of personal, immediate needs. In order to accommodate these needs two (2) vacation days may be used as follows:
 - a. Each of the two (2) flexible vacation days may be divided into increments of two (2) hours. Where the length of an employee's scheduled daily shift is not evenly divisible by two (2), the last vacation day increment may be less than two (2) hours.
 - b. A vacation increment may be taken at any time during the fiscal year provided the employee's supervisor is notified before the beginning of the shift and not more than twenty-five percent (25%) of the work group is scheduled off.
 7. Vacation eligibility will include the applicable number of vacation days for the year an anniversary is completed. For example, if an employee completes his/her 15th year between October 1st and September 30th, he/she would be eligible for the 15 to 20 year vacation allowance during that vacation fiscal year.

8. Probationary employees are eligible for paid vacation upon completion of the first six (6) months of employment and will receive five (5) vacation days upon attaining their six-month anniversary.
9. Non-probationary employees will be fully eligible for the vacation days set out in the chart in paragraph 1 above. Vacation is earned based on the calculation and chart in paragraph 10 below.
10. When employees terminate their employment before the vacation year ends, they will receive payment for the pro-rated vacation net balance (earned but not used), which is calculated as follows:

$$\text{Vacation Net Balance Owed} = (W1 \times \text{Chart}) - \text{Hours used}$$

W1 = Number of weekly pay periods worked from the 1st pay period of the current vacation year to their termination date.

Days of Vacation	Hours Earned Weekly
Five (5) days	0.7692
Ten (10) days	1.5385
Thirteen (13) days	2
Fourteen (14) day	2.1538
Fifteen (15) days	2.3077
Twenty (20) days	3.0769

Weekly vacation hours are calculated as follows:

Days of vacation are multiplied by eight (8) hours then divided by 52 weeks.

Example: 5 days of vacation due

$$5 \text{ days} \times 8 \text{ hours} = 40 \text{ hours}$$

$$40 \text{ hours} \div 52 \text{ weeks} = .7692 \text{ hours earned weekly}$$

Time spent on personal leaves of absence and layoff will not constitute hours worked for earning vacation. Time spent on FMLA, Workers' Compensation (W/C) and Short Term Disability (STD) will earn vacation up to a maximum of a four (4) week period. After four (4) weeks, vacation will not be earned for those employees still on FMLA, W/C or STD.

B. Holidays

1. The following days will be observed as holidays
 - New Year's Day
 - Good Friday
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Friday after Thanksgiving Day
 - Christmas Eve
 - Christmas Day
 - New Year's Eve Day
2. Pay for the holiday shall be at the employee's hourly rate of pay in effect at the time of the holiday.
3. Payment will be for eight (8) hours at the employee's base rate, except when the employee is scheduled to alternate shifts which are greater than eight hours. In those circumstances, the employee will receive holiday pay for the alternate shift hours.
4. If an employee is required to work on a holiday, the employee will receive double time for all hours worked plus holiday pay.
5. Holidays shall be observed from 11:00 p.m. on the preceding day to 11:00 p.m. on the day designated as the holiday.
6. When a holiday falls on a Saturday or a DO1 for a 7-day coverage employee, the holiday shall be observed on the day preceding the holiday. When a holiday falls on a Sunday, or a DO2 for a 7-day coverage employee, the employee's next scheduled workday shall be observed as the holiday.
7. The holiday shall be considered as time worked for the purposes of computing overtime.
8. To be eligible for the holiday pay, the employee must work the work day before and after the holiday, unless on vacation, jury duty, bereavement or approved absence.

C. Excused Work Days

1. Employees will be excused from their work assignment, *for up to four (4) days, Excused Work Days (EWD), without pay during the vacation fiscal year.*
2. The Excused Work Days (EWD) may be utilized for personal or family illness.
3. The employee may divide the four (4) Excused Work Days (EWD) into increments of one (1) day.
4. Employees on Excused Work Days (EWD) will not be disciplined for absence *from their work assignment.*

ARTICLE 7 - SENIORITY

A. Definition of Seniority

1. Seniority shall be taken into account in the treatment of employees and shall apply to all provisions of this Agreement.
2. Seniority is defined as the length of an employee's cumulative net credited service (NCS) with the Company and shall be expressed as the date on which such cumulative service started, i.e., the date first employed by the Company. All prior net credited service will remain the same.
3. When two (2) or more employees are hired on the same date, the last four (4) digits of their social security number will determine the Employee Number, with the lower social security number given the first available Employee Number.
4. Throughout this Agreement when seniority is mentioned, it will include NCS and the Employee Number to determine the employee with the most seniority.
5. An employee who has worked for the Company a minimum of two (2) calendar years and whose recall rights have expired or employees who resign under favorable conditions will be eligible for bridging their previous service after obtaining three (3) additional years of continuous service.

B. Termination of Seniority

1. An employee's Seniority shall cease upon:
 - a. Voluntarily quit.
 - b. Termination.
 - c. Failure to return to work after expiration of an approved leave of absence.
 - d. Absence due to layoff which continues for more than three (3) years for employees with more than one (1) year of service at the time of layoff.
 - e. Absence due to layoff which continues for more than one (1) year for employees with less than one (1) year of service at the time of layoff.

- f. Absence due to *disability which continues for more than one (1) year.*
 - g. Absence due to an *on-the-job injury which continues thirty (30) days beyond the termination of statutory workers' compensation.*
 - h. An *unauthorized absence from scheduled work for five (5) consecutive working days and the Company has given due notice of its intent to consider the employee resigned.*
 - i. *Failure to report for and begin work within fourteen (14) calendar days upon receipt of due notice of recall from layoff.*
2. *Due notice for the purposes described in paragraph 1 above shall be:*
- a. *Calling the telephone number on record furnished by the employee.*
 - b. *If unable to reach the employee by phone or if the employee fails to report as scheduled, the Company shall, on the next working day, send a registered letter to the employee's last known address.*
 - c. *If the employee fails to report his/her availability for work after steps a. and b. above have been completed, the employee shall be considered resigned.*

C. Promotion, Demotion and Transfer – Movement of Personnel (MOP)

1. **Qualifications**

For the purposes of this Article, the determination of the employee's qualifications, fitness and ability to perform an assignment is the sole and exclusive responsibility of the Company. In making this determination, the Company will consider whether the employee:

- a. *was qualified in his/her current position. This provision does not imply any form of job fragmentation to accommodate employees who can't perform the essential functions of a position. In the event the Company determines that it desires to modify job classifications and/or functions, the Union will be notified before modifications are implemented and the parties will enter into negotiations regarding the effect of the modifications on the affected employees.*
- b. *has the physical qualifications and/or technical aptitude to perform the work.*

2. All production occupational classification vacancies at CO1 and CO2 shall be considered entry level and equal in experience related to the job.
3. Where possible and practical, personnel tests of ability and aptitude may be used to help determine qualifications of employees. The Company shall determine the form, content and administration of such tests, and the same shall not be subject to the grievance or arbitration procedures unless unreasonable or discriminatory in nature.

All testing used by the Company for the purpose of maintaining and filling bargaining unit jobs may be viewed by a designated Union representative before they are administered. Whenever the tests are revised or changed, the Union shall be notified.

CO3 level employees can voluntarily downgrade through the formal bid procedure into CO2 level positions for which they are qualified. CO3 and CO2 level employees who request a downgrade will be considered by descending order of seniority, regardless of level, for voluntary downgrades to CO1 level openings before the post and bid procedure. Voluntarily downgraded employees will not receive wage cushioning.

4. Filling Job Vacancies and Post and Bid Procedure

a. Temporary Job Assignments

- i. The Company may, for business reasons, temporarily transfer employees for a time not to exceed sixty (60) calendar days. Selection of employees for temporary transfer shall be based upon qualifications and job requirements, and where qualifications and ability are equal, employees will be asked in descending seniority order. If no one accepts, the junior employee is forced. If the requirement for a temporary job assignment exceeds sixty (60) calendar days and the Union and the Company do not agree to further extensions, the assignment will be classified as a formal vacancy.
- ii. Employees who are temporarily transferred will remain administratively assigned to their regular supervisor and department; however, they will work the assigned hours and follow the procedures, practices and supervisory authority of the temporary job.

b. *Filling Job Vacancies*

When a vacancy occurs, employees who have qualifications for the vacant job will be considered in the following order until the vacancy is filled:

- i. By incumbent employees with first choice given by descending seniority order to interested employees on other shifts within the job assignment.
- ii. By employees who previously held the job assignment and have former rights identified through a one-time post and bid process. Consideration will only be given to bids from employees who qualify for former rights. Vacancies not filled through former rights, and vacancies created through the one-time post and bid will be filled according to paragraphs iii, iv, or v below.
- iii. By employees in surplus status due to lack of work, temporary medical restriction or permanent MOP limitation.
- iv. By employees from the Post and Bid Process (Section c.).
- v. By employees on layoff eligible for recall. As recalled employees return to work they will be placed in a temporary job assignment. At the conclusion of a recall, the Company will have fourteen (14) days from the start date of the last returning recalled employee to fill job vacancies according to the provisions of this section.

c. *Post and Bid Procedures*

When a vacancy occurs in an existing assignment or a new job is created, it will be filled by the most senior qualified bidder from any pay grade level within the applicable occupational classifications.

If no one from within that occupational classification bids on the job, the job will then be filled by the most qualified senior bidder from any occupational classification at any pay grade level.

Employees will bid in established bid box locations. Bids can only be canceled by placing a canceled bid in the box during the posting period. It is the employee's responsibility to be certain of the type of job, shift, location, etc. before placing a bid. Cancellations will not

be accepted after the posting period. Employees must be able to assume the job within seven (7) calendar days, if awarded.

Employees with former rights to a job will receive first consideration for a posted job. Former rights apply to any job that an employee has been surplusd from during the preceding twelve (12) calendar months. To bid on the job, the employee should indicate on the bid form that the employee is intending to exercise former rights to the job.

- i. Job vacancies not filled in accordance with Section b. will normally be filled in the following manner:
 - a. Post and bid, then
 - b. Full time hire.
- ii. The job vacancy will be posted for three (3) full working days with the selected employee reporting to the new assignment the day after notification unless a change in shift occurs, then the first work day of the new workweek.
- iii. To be awarded the job, any bidder must work for twelve (12) calendar months in a job classification before they may voluntarily transfer to any other job classification. In the event there is no qualified bidder for the vacant position, the parties will waive time in title and grant the position to the most senior bidder.

5. Pay Treatment for Permanent Upgrades, Downgrades, and Temporary Upgrades

- a. When an employee is permanently upgraded, his base rate of pay will go to the next higher progression rate at the higher grade, regardless of step.
- b. When an employee is downgraded, the employee's rate of pay will go to the next lower progression rate of the lower grade, regardless of step, which is closest to the employee's current rate of pay. An employee with less than one year of service will go to the correspondingly lower step of the lower grade.
- c. When an employee is involuntarily downgraded, and then upgrades within twelve (12) months (one full calendar year), he will return to the highest rate of pay previously earned at the higher level plus any progressions, if applicable, that would have been awarded.

- d. When an employee upgrades and then downgrades for any reason within a twelve (12) month (one calendar year) period, the employee will return to the highest rate of pay earned at the lower grade plus any progressions, if applicable, that would have been awarded.
 - e. Employees who are awarded a temporary upgrade will be paid a flat \$1.00 per hour premium. Overtime rates and other premiums will be applied to the temporary upgrade premium. Temporary upgrades will be offered in descending order of seniority to qualified employees.
6. Effect of Lack of Work (Surplus and Force Adjustment/Displacement Procedures)
- a. Occupational employees in any pay grade level shall be subject to surplus by Occupational Code in ascending order of seniority. An employee who becomes subject to surplus by force adjustment/displacement or an employee with a MOP limitation shall be considered for placement by following these steps:
 - i. By filling a vacancy for which physically qualified at the employee's current level.
 - ii. If the employee is not placed under (i), then by displacing the most junior employee in the same level, provided the displacing employee is physically qualified and has more seniority than the employee to be displaced.
 - iii. If the employee is not placed under (ii), then by filling a job vacancy or by displacing, on the same basis as in (i) and (ii), the most junior employee in the next lower level.
 - b. An employee who cannot be placed in accordance with this procedure shall be laid off.
 - c. Seniority within each of the defined employee groups will prevail in the event of a workforce reduction unless the employee has held a position in the group to which he/she seeks to bump and has seniority to bump.

7. It is understood that employee experience, stability and efficiency are necessary to maximize customer service. With an objective to preserve seniority while protecting job stability, limitations on employee movement may be, but rarely are needed. In order to assure that job stability is maintained, some restrictions on employee movement into and out of areas may be necessary.

When job instability occurs as a result of Post and Bid, the Company may freeze the movement of employees by notifying the Union. The Union and the Company will then meet to discuss the movement limitations, with the Company making the final decision.

D. Shift Preference

1. In December of each calendar year, each employee within a department will select by seniority the shift he desires for the coming year. Changes as a result of the shift preference process will become effective on the first available work day in January.
2. When a shift vacancy occurs within a department, incumbent employees will be afforded the opportunity to fill the original vacancy only. The vacancy generated by the original vacancy will be filled through the Post and Bid procedure.
3. In the event of a surplus, layoff or shift balancing:
 - a. Any senior employee that will be displaced as a result of a surplus, layoff or shift balancing may request a shift bump to their shift preference upon moving to their new job assignment.
 - b. The employees must notify their supervisor of their intent to exercise their seniority right by filling out a shift preference form, within seven (7) calendar days of the effective date of the move.
 - c. The supervisor will review the department roster with a Local Union representative to determine seniority status of the surplus or bumped employees' requested shift preference.
 - d. If there is a junior employee on the requested shift, the supervisor will notify the Local Union of the shift bump in writing. From the date of the written notice to the Local Union, the junior employee will have the option of up to seven (7) calendar days to move to the other shift assignment. Labor Relations will provide a form so supervisors can use it for notification to the Local Union.

- c. If the junior employee being bumped has seniority over an employee on another shift, the employee may bump the junior employee to another shift by repeating the steps above; this process may entail only one additional bump, when warranted, under seniority rights.

E. Layoff

Layoffs will be accomplished by the last in, first out (LIFO) method. In the recall of employees after a layoff, the most senior employee will be recalled first. The Company will provide written notification to the Union fourteen (14) calendar days prior to any layoff.

F. Service with International Union

Unpaid leaves of absence for up to fifteen (15) years for the purpose of accepting positions with the International Union shall be available to a reasonable number of employees based upon the needs of the business. Leaves shall be renewed yearly by International Union notification to the Company. Adequate notice shall be afforded the Company to fill the job vacated.

G. Family and Medical Leave

1. In accordance with the applicable federal Family and Medical Leave Act ("FMLA"), the Company shall grant eligible employees family and/or medical leaves of absence. The terms and conditions for granting such leaves are determined by the Company and administered by the Benefits Department.
2. Eligible employees are not required to substitute vacation days for unpaid FMLA leave; however, employees may substitute vacation days for unpaid FMLA leave if they so desire.
3. Eligible employees on FMLA leave will continue to accumulate seniority in the same manner as if the employee had been continuously employed by the Company during the period of leave.
4. Vacation, bereavement and holidays shall be counted as work days for the purpose of establishing qualifying hours for Family Medical Leave purposes.

ARTICLE 8 – BENEFIT PLANS AND PROGRAMS

A. Benefit Plans and Programs

The following listed Belden Communications Division Benefit Plans and Programs or their applicable successor Plans(s) or Program(s), with all subsequent amendments, shall, in accordance with their respective terms, apply to employees in the Bargaining Unit. If any of the Benefit Plans change in a negative manner, the Union will have the right to negotiate the affected programs.

Medical Plan – see employee contribution schedule and plan design summary

Dental Plan – see employee contribution schedule and plan design summary

Voluntary Life Insurance Plan – Employee Paid

Voluntary Dependent Life Insurance Plan – Employee Paid

Voluntary Accidental Death & Dismemberment Plan – Employee Paid

Voluntary Dependent Accidental Death & Dismemberment Plan – Employee Paid

Short Term Disability Plan

Occupational Savings Plan (401k)

Health Care Reimbursement Account Plan

Child/Elder Care Reimbursement Account Plan

Profit Sharing Plan

B. Notification of Absence

1. Absence due to illness will not be charged to employees who are absent because of a Workers' Compensation injury of less than seven (7) calendar days, as well as illnesses not covered under the STD Plan.
2. An employee who is unable to report for work due to illness must notify his/her supervisor as soon as possible or within two (2) hours after the start of the scheduled shift

C. Short Term Disability Benefits

<u>Term of Employment</u>	<u>Full Pay Up To</u>	<u>Half Pay Up To</u>
6 months to 2 years		52 weeks
2 to 5 years	4 weeks	then 48 weeks
5 to 15 years	13 weeks	then 39 weeks
15 to 20 years	26 weeks	then 26 weeks
20 to 25 years	39 weeks	then 13 weeks
25 or more years	52 weeks	

D. Grievances and Arbitration

- 1. If the Union desires to present to the Company any grievances of an employee concerning a subject involving a Plan or Program listed in Section A, such grievances shall be filed in writing at the Bargaining Agent step of the grievance procedure.
- 2. Such grievance must be filed by the Union within twenty-one (21) calendar days after the occurrence of the matter complained of. The Union shall provide a written statement in sufficient detail so that the authorized representative of the Company shall receive notice of the grievance, the name of the employee involved, and the nature of the grievance.
- 3. Arbitration of matters involving a Plan or Program listed in Section A shall be limited to the following:
 - a. If within thirty (30) calendar days after the final answer from the Company on such grievance, the Union may give written notice to the Company of its election to arbitrate the matter.

E. Occupational Savings Plan

Form of Plan	Defined Contribution Plan
Employer Contributions	Match of 60% up to 6% of the employee's pay contributed. Matching contribution paid in Belden common stock.
Employee Contributions	Elective deferrals (pre-tax employee contributions) by payroll deduction up to 50% of employees' gross wages subject to IRS maximum dollar limit: 2003 \$12,000 2004 \$13,000 2005 \$14,000 2006 \$15,000

For employees at least at the age of 50 who are also contributing the maximum contribution allowed, additional pre-tax "catch-up" contribution amount allowed subject to the IRS maximum dollar limit:

2003	\$2,000
2004	\$3,000
2005	\$4,000
2006	\$5,000

Enrollment	Immediate on date of hire
Eligibility	Company match begins after sixty (60) day waiting period from date of enrollment. New employees may make immediate contributions to the plan.
Investment Funds	A mix of investments to provide versatility of choice as described in the Occupational Savings Plan Summary Plan Description, including the option to move out of Belden stock.
Distribution Options	Optional lump sum and partial distributions following retirement.
Vesting Schedule	Company matching contributions are fifty percent (50%) vested after one year of service and one hundred percent (100%) vested after two years of service.
Withdrawals	The Plan allows hardship withdrawals and withdrawals after the age of 59 1/2. For hardship withdrawals, no suspension period will be applied.
Plan Loans	The Plan allows one loan at a time. Minimum loan amount \$1,000. Loan fee \$35 per loan. Maximum loan amount the lesser of either 50% of employee's total plan balance or \$50,000 less the employee's largest outstanding loan balance during the last 12 months.

ARTICLE 9 - EXPERIMENTAL AND DEVELOPMENT WORK

1. The Union and the Company recognize that experimental and development work is necessary for the future welfare of all concerned.
2. Bargaining Unit employees of the Company assigned to experimental and development work shall be permitted to perform the necessary operations and afforded full use of machinery, equipment and other facilities of the plant necessary to carry on such work.
3. The provisions of this Article shall not be used to deprive any employee of employment.
4. Supervisors and/or engineers shall not perform work on a job normally performed by employees in the Bargaining Unit except as follows:
 - a. experimental work until a product completes First Article Review and is for sale.
 - b. demonstration work performed for the purpose of instructing and training employees;
 - c. work required by supervisors and/or engineers for emergency conditions, which if not performed might result in interference with operations, bodily injury, or loss or damage to material or equipment;
 - d. work which, under the circumstances then existing, where it would be unreasonable to assign to a Bargaining Unit employee and is negligible in amount; and
 - e. emergency work that the supervisor and/or engineer performs because:
 - i. a qualified, readily available employee is not present in the plant;
 - ii. does not exceed two (2) hours in duration provided a qualified employee normally engaged is not available;
 - iii. for such longer period as agreed to by the Union; and
 - iv. work that is normally performed by a supervisor, even though similar to duties found in jobs in the Bargaining Unit, shall not be affected by this provision.

ARTICLE 10 - DRUG AND ALCOHOL TESTING POLICY

Belden Communications Division has a responsibility to all of its employees to provide a safe workplace and a responsibility to the public to ensure that their safety and trust in the Company are protected. Therefore, the Company prohibits the following behavior by employees while on Company premises or performing Company business at any location.

1. Use of illegal drugs, alcohol, or prescription drugs obtained illegally.
2. Abuse of legal (prescription or over-the-counter) drugs.
3. Sale, purchase, transfer, manufacture or possession of alcohol, or controlled substances.
4. Arrival for work or working under the influence of drugs or alcohol. "Under the influence" means the presence of an illegal drug or substance in the body fluids or breath at levels of detection above the lowest cutoff levels established by the analytical methods of the Company's testing laboratory.
5. Maximum alcohol level is established at 0.08% blood alcohol.

Violation of this policy will result in discipline such as suspension without pay or termination.

The Company's drug/alcohol testing program is intended to supplement, not replace, other means by which the use of drugs and alcohol can be detected. The Company reserves the right to engage in other means to detect the use or possession of controlled substances such as workplace searches.

A. Procedure

Drug/alcohol tests of all employees are required as outlined below. All employees must sign a Consent and Release form without modification as a condition of employment.

1. Drug/alcohol testing of employees may be conducted under the following circumstances:
 - a. When an employee's supervisor has a reasonable suspicion that the employee is intoxicated or has used drugs or alcohol. "Reasonable suspicion" is based on articulable observations sufficient to lead a prudent person to suspect that the employee is impaired or under the influence of drugs or alcohol (including, but not limited to, slurred speech, alcohol on breath, inability to walk a straight line, erratic behavior, etc).

- b. When an employee is found in possession of suspected controlled substances or alcohol or when suspected illegal drugs or alcohol are found in an area controlled or used exclusively by the employees, such as an employee's locker, desk or workspace.
 - c. Following an accident or an incident in which the supervisor determines safety precautions were violated or unusually careless acts were performed.
 - d. As part of a routine testing program instituted as part of a rehabilitation program related to the use of drugs or alcohol.
 - e. On a random basis. (Alcohol testing is not performed on a random basis.)
2. A refusal to submit to drug/alcohol testing procedures or a failure to cooperate with the implementation of this policy and the Company's efforts to maintain a drug free workplace may result in discipline, up to and including termination.
 3. Drug/alcohol urine screening or breathalyzer tests will be conducted at Company expense during working hours at a collection site designated by the Company. Transportation of employees to and from the collection site will be provided, also at Company expense. Medical personnel will collect test samples with due regard for employee privacy and an initial enzyme multiplied immunoassay test (or comparable test) will be conducted on the sample. Initial positive results will be confirmed by gas chromatography mass spectrometry or an equally reliable testing method. Test results of the Company designated laboratory are considered final. Minimum threshold values will be posted and not subject to change during the term of this agreement unless agreed to by the parties.
 4. Drug/alcohol tests may screen for the following substances or their metabolites; amphetamines, barbiturates, benzodiazepines, cannabinoids, cocaine, ethanol, methadone, opiates, propoxyphene, phencyclidine, and methaqualone and/or alcohol. Employees tested, when contacted by the Medical Review Officer (MRO), should answer the MRO's questions about information that could affect test results, including identification of currently or recently used prescription or nonprescription drugs.

B. Confidentiality

One designated person in the Company will receive all reports of test results. This person will notify only those Company employees, Union representatives, or agents who have a need to know about the test results. Individuals tested may, upon request, receive a copy of their test results. Information regarding test results will

not be provided to any other person without the written consent of the individual tested, except as allowed or required by law.

C. Use Of Results

The Company will take action on a confirmed positive test result only after receiving a report from its designated testing laboratory. Detection of controlled substances or alcohol is grounds for immediate termination. Upon request, the employee will be given an opportunity to explain, in a confidential setting, a positive test result, and the presence of any drug in his or her system, and to substantiate the explanation with medical evidence.

In keeping with Company philosophy, every effort will be made to help the employee deal with a drug or alcohol problem. However, if this effort fails or is inappropriate under the circumstances, the appropriate disciplinary action will be instituted. The Company reserves the right to impose discipline, including termination, on any employee who violates this policy.

**EMPLOYEE NOTIFICATION, CONSENT,
MEDICAL AUTHORIZATION AND RELEASE**

I have received, read and understand the Drug/Alcohol Testing Policy Statement of Belden Communications Division (hereinafter referred to as the "Company").

I understand that searches and blood and urine drug screening and breathalyzer tests may be used to assure compliance with this policy.

I hereby authorize a treating physician, medical facility or laboratory facility to obtain urine and blood and/or breath samples which will be analyzed to detect the presence of unauthorized drugs, alcohol and other prohibited substances. I authorize the results of these tests be given to the Company or any of its agents.

I understand that any violation of this policy may result in termination of my employment.

As a condition of my employment with the Company, I agree to comply with this policy at all times and cooperate in its enforcement.

I release and hold harmless the treating physician, laboratory and medical facility for the release of drug test results to the Company. I also release and hold harmless the Company, its officers, directors, stockholders and employees for the use of drug test information for employment purposes and from any and all claims, losses and legal action that may arise as a direct or indirect result of this policy.

A copy of this notification, consent, medical authorization and release shall have the same force and effect as the original.

Employee Name (Printed)

Employee Signature

Social Security Number

ARTICLE 11 - MILITARY SERVICE

A. Reemployment Status

- 1. The Company shall comply with the requirements of federal law relating to military service. Employees who enter the Armed Forces will be afforded military leave time up to five years. Upon expiration of the leave period, the employee will be entitled to be rehired and will be placed into an open position with the Company.**
- 2. A reasonable program of training shall be afforded to an employee who shall not be qualified to perform the work on the job which he might have attained if he had not been absent in such service.**
- 3. An employee who is entitled to reemployment under the provisions of this Article and who applies for such reemployment and who desires to pursue, before or after returning to his employment with the Company, a course of study in accordance with the laws of the United States granting him such opportunity, shall be granted a leave of absence for such purpose; provided that an employee who desires such a leave of absence after returning to his employment with the Company shall have it granted only if he notifies the Company in writing, within one year from the date he is reemployed, of his intention to pursue such a course of study. Such leave of absence shall not constitute a break in his length of continuous service and the period of such leave shall be included in his length of continuous service, if such employee shall report promptly for reemployment after the completion or termination of such course of study and if he shall at least once each year notify the Union and the Company in writing of his intention to return to work at the completion or termination of such course of study.**
- 4. An employee who is entitled to reemployment in accordance with the provisions of this Section and who has been disabled in the course of such service in the Armed Forces shall, during the period of such disability, be assigned without regard to the seniority provisions of this Agreement to any vacancy which shall be suitable to his disability, provided that the disability of such employee is of such nature that it shall be onerous or impossible for him to return to his prior duties and provided further that he shall have the minimum physical requirements for the work available.**

B. Vacation

- 1. An employee who enters the Armed Forces of the United States before he has taken any of his vacation as provided in Article 6 of this Agreement shall be paid an allowance in lieu of such vacation, equal to the amount of pay which he would have been entitled to receive but has not yet taken, if he**

furnishes to the Company, at least fourteen (14) days prior written notice, of his intention to enlist.

2. Any employee who shall be reemployed under the provisions of this Article and whose length of continuous service with the Company, determined as provided in this Agreement, shall qualify him for vacation with pay in the year in which he shall so be reemployed, shall receive such vacation with pay or a compensation in lieu thereof, if sufficient time is not available to schedule his vacation irrespective of the date in such year on which he shall be so reemployed.

C. Military Encampment Allowance

An employee with one or more years of continuous service who is required to attend an encampment of the Reserve of the Armed Forces or the National Guard shall be paid, for a period not to exceed two weeks in any calendar year, the difference between the amount paid by the Government (not including travel, subsistence, and quarters allowance) and the amount calculated by the Company in accordance with the following formula. Such pay shall be based on the number of days such employee would have worked had he not been attending such encampment during such two weeks (plus any holiday in such two weeks which he would not have worked) and the pay for each such day shall be eight times his average straight-time hourly rate of earnings (excluding shift differentials and Sunday and overtime premiums) during the last payroll period worked prior to the encampment. If the period of such encampment exceeds two weeks in any calendar year, the period on which such pay shall be based shall be the first two weeks he would have worked during such period.

ARTICLE 12 - COPE PAC

- 1. The Company will establish procedures to permit CWA represented employees to contribute to the CWA-COPE-Political Action Committee through payroll deduction.**
- 2. A payroll deduction authorized pursuant to this Agreement will be transmitted to the Treasurer of the CWA-COPE-Political Action Committee on a monthly basis.**
- 3. Such procedures shall continue in effect during the term of this Agreement.**

ARTICLE 13 - TERM OF AGREEMENT

A. Basic Agreement

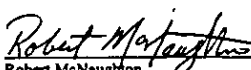
Except as otherwise expressly provided, the terms of this Agreement shall become effective as of October 1, 2003. Except as otherwise provided below, this Agreement shall terminate at the expiration of sixty (60) days after either party shall give written notice of termination to the other party but in any event shall not terminate earlier than September 30, 2006.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives,
signed and dated this 17th day of November, 2003.

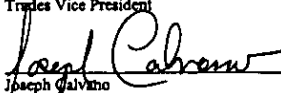
Approved:


Lawrence G. Sandoval
CWA Representative


E. A. Rojas
CWA Local 7060 President


Robert McNaughton
Production Vice President


Frank Minnis
Trades Vice President


Joseph Galvano
Trades 2nd Vice President


Butch Bowling
Chief Steward, Production, Alternate


John F. McAvoy
Vice President, Human Resources


R. Pat Hyman
Manager, Human Resources


Jeff Bonebright
Labor Relations Specialist


David Mason
Manager, Division Human Resources


William Rice
Consultant

APPENDIX A

Customer Operator 1				Customer Operator 2		
	Oct.-Apr. 2003-2004	Oct.-Apr. 2004-2005	Oct.-Apr. 2005-2006	Oct.-Apr. 2003-2004	Oct.-Apr. 2004-2005	Oct.-Apr. 2005-2006
1.	\$9.63	\$9.63	\$9.63	\$10.83	\$10.83	\$10.83
2.	\$10.23	\$10.23	\$10.23	\$11.24	\$11.24	\$11.24
3.	\$10.88	\$10.88	\$10.88	\$11.68	\$11.68	\$11.68
4.	\$11.56	\$11.56	\$11.56	\$12.13	\$12.13	\$12.13
5.	\$12.25	\$12.25	\$12.25	\$12.60	\$12.60	\$12.60
6.	\$12.61	\$12.61	\$12.61	\$13.09	\$13.09	\$13.09
7.	\$12.99	\$12.99	\$12.99	\$13.88	\$13.88	\$13.88
8.	\$13.38	\$13.38	\$13.38	\$14.30	\$14.30	\$14.30
9.	\$13.78	\$13.78	\$13.78	\$14.73	\$14.73	\$14.73
10.	\$14.18	\$14.18	\$14.18	\$15.17	\$15.17	\$15.17
11.	\$14.39	\$14.39	\$14.39	\$15.63	\$15.63	\$15.63
12.		\$14.68	\$14.68	\$15.86	\$15.86	\$15.86
13.			\$14.97		\$16.18	\$16.18
14.						\$16.50

Customer Operator 3				Trades Operator		
	Oct.-Apr. 2003-2004	Oct.-Apr. 2004-2005	Oct.-Apr. 2005-2006	Oct.-Apr. 2003-2004	Oct.-Apr. 2004-2005	Oct.-Apr. 2005-2006
1.	\$11.94	\$11.94	\$11.94	\$18.89	\$18.89	\$18.89
2.	\$12.37	\$12.37	\$12.37	\$19.51	\$19.51	\$19.51
3.	\$12.81	\$12.81	\$12.81	\$20.68	\$20.68	\$20.68
4.	\$13.27	\$13.27	\$13.27	\$21.30	\$21.30	\$21.30
5.	\$13.74	\$13.74	\$13.74	\$21.94	\$21.94	\$21.94
6.	\$14.23	\$14.23	\$14.23	\$22.60	\$22.60	\$22.60
7.	\$14.74	\$14.74	\$14.74	\$23.28	\$23.28	\$23.28
8.	\$15.62	\$15.62	\$15.62	\$23.63	\$23.63	\$23.63
9.	\$16.09	\$16.09	\$16.09		\$24.10	\$24.10
10.	\$16.57	\$16.57	\$16.57			\$24.58
11.	\$17.07	\$17.07	\$17.07			
12.	\$17.58	\$17.58	\$17.58			
13.	\$17.84	\$17.84	\$17.84			
14.		\$18.20	\$18.20			
15.			\$18.56			

APPENDIX A (continued)

Administrative Clerk				Secretary and Associate			
	Oct.-Apr. 2003-2004	Oct.-Apr. 2004-2005	Oct.-Apr. 2005-2006		Oct.-Apr. 2003-2004	Oct.-Apr. 2004-2005	Oct.-Apr. 2005-2006
1.	\$10.52	\$10.52	\$10.52		\$11.12	\$11.12	\$11.12
2.	\$11.47	\$11.47	\$11.47		\$12.12	\$12.12	\$12.12
3.	\$12.46	\$12.46	\$12.46		\$13.18	\$13.18	\$13.18
4.	\$13.57	\$13.57	\$13.57		\$14.34	\$14.34	\$14.34
5.	\$14.38	\$14.38	\$14.38		\$15.61	\$15.61	\$15.61
6.	\$14.81	\$14.81	\$14.81		\$16.55	\$16.55	\$16.55
7.	\$15.25	\$15.25	\$15.25		\$17.05	\$17.05	\$17.05
8.	\$15.70	\$15.70	\$15.70		\$17.56	\$17.56	\$17.56
9.	\$16.17	\$16.17	\$16.17		\$18.09	\$18.09	\$18.09
10.	\$16.41	\$16.41	\$16.41		\$18.63	\$18.63	\$18.63
11.		\$16.74	\$16.74		\$18.91	\$18.91	\$18.91
12.			\$17.07			\$19.29	\$19.29
13.							\$19.68

APPENDIX B

Customer Operator 1				Customer Operator 2			
	Oct. 2003	Oct. 2004	Oct. 2005		Oct. 2003	Oct. 2004	Oct. 2005
1.	\$9.63	\$9.63	\$9.63		\$10.83	\$10.83	\$10.83
2.	\$10.23	\$10.23	\$10.23		\$11.24	\$11.24	\$11.24
3.	\$10.88	\$10.88	\$10.88		\$11.68	\$11.68	\$11.68
4.	\$11.56	\$11.56	\$11.56		\$12.13	\$12.13	\$12.13
5.	\$12.25	\$12.25	\$12.25		\$12.60	\$12.60	\$12.60
6.	\$12.61	\$12.61	\$12.61		\$13.09	\$13.09	\$13.09
7.	\$12.99	\$12.99	\$12.99		\$13.88	\$13.88	\$13.88
8.	\$13.38	\$13.38	\$13.38		\$14.30	\$14.30	\$14.30
9.	\$13.78	\$13.78	\$13.78		\$14.73	\$14.73	\$14.73
10.	\$14.18	\$14.18	\$14.18		\$15.17	\$15.17	\$15.17
11.	\$14.39	\$14.39	\$14.39		\$15.63	\$15.63	\$15.63
12.		\$14.68	\$14.68		\$15.86	\$15.86	\$15.86
13.			\$14.97			\$16.18	\$16.18
14.							\$16.50

Customer Operator 3				Trades Operator			
	Oct. 2003	Oct. 2004	Oct. 2005		Oct. 2003	Oct. 2004	Oct. 2005
1.	\$11.94	\$11.94	\$11.94		\$18.89	\$18.89	\$18.89
2.	\$12.37	\$12.37	\$12.37		\$19.51	\$19.51	\$19.51
3.	\$12.81	\$12.81	\$12.81		\$20.68	\$20.68	\$20.68
4.	\$13.27	\$13.27	\$13.27		\$21.30	\$21.30	\$21.30
5.	\$13.74	\$13.74	\$13.74		\$21.94	\$21.94	\$21.94
6.	\$14.23	\$14.23	\$14.23		\$22.60	\$22.60	\$22.60
7.	\$14.74	\$14.74	\$14.74		\$23.28	\$23.28	\$23.28
8.	\$15.62	\$15.62	\$15.62		\$23.63	\$23.63	\$23.63
9.	\$16.09	\$16.09	\$16.09			\$24.10	\$24.10
10.	\$16.57	\$16.57	\$16.57				\$24.58
11.	\$17.07	\$17.07	\$17.07				
12.	\$17.58	\$17.58	\$17.58				
13.	\$17.84	\$17.84	\$17.84				
14.		\$18.20	\$18.20				
15.			\$18.56				

APPENDIX B (continued)

Administrative Clerk				Secretary and Associate			
	Oct. 2003	Oct. 2004	Oct. 2005		Oct. 2003	Oct. 2004	Oct. 2005
1.	\$10.52	\$10.52	\$10.52		\$11.12	\$11.12	\$11.12
2.	\$11.47	\$11.47	\$11.47		\$12.12	\$12.12	\$12.12
3.	\$12.46	\$12.46	\$12.46		\$13.18	\$13.18	\$13.18
4.	\$13.57	\$13.57	\$13.57		\$14.34	\$14.34	\$14.34
5.	\$14.38	\$14.38	\$14.38		\$15.61	\$15.61	\$15.61
6.	\$14.81	\$14.81	\$14.81		\$16.55	\$16.55	\$16.55
7.	\$15.25	\$15.25	\$15.25		\$17.05	\$17.05	\$17.05
8.	\$15.70	\$15.70	\$15.70		\$17.56	\$17.56	\$17.56
9.	\$16.17	\$16.17	\$16.17		\$18.09	\$18.09	\$18.09
10.	\$16.41	\$16.41	\$16.41		\$18.63	\$18.63	\$18.63
11.		\$16.74	\$16.74		\$18.91	\$18.91	\$18.91
12.			\$17.07			\$19.29	\$19.29
13.							\$19.68

APPENDIX C

The Company shall have the right to apportion work by subcontract so that the work to which the Company may be committed to at that time, may be carried out in the most economical and expeditious manner for the benefit of the customer. The Company will ensure that there is no impairment of regular hourly work for its Bargaining Unit employees. The Company will not subcontract work, which would result in a layoff. Any dispute regarding this provision will be settled between Labor Relations and the Local President, subject to the provisions of Article 3 - Adjustment of Grievances.

APPENDIX D

The Union and the Company are committed to total productive maintenance. Therefore it is understood and agreed that employees who operate equipment will perform minor maintenance work which is incidental and routine and which will not require more than a screwdriver, wrench, or other small tools. Major maintenance will be performed by maintenance personnel assisted by the operators. It is further understood that this provision is intended to increase the productivity and efficiency of the equipment operators and will not be used to deprive any employee of employment. Any dispute regarding this provision will be settled between the Labor Relations Manager and the Local President, subject to the provisions of Article 3 – Adjustment of Grievances.

APPENDIX E

Trades Classification Description

1. Trades Classifications will be assigned as follows:
 - a. Mechanical Systems Technicians (MST)
 - b. Control System Technicians (CST)
 - c. Operating Engineers (OE)
2. Employees classified as a Composite Master Trades Worker, Pipefitter, Composite Master Machinist and Composite Mechanic shall be classified as Mechanical Systems Technicians (MST).
3. Employees classified as Electricians and Technicians shall be classified as Control System Technicians (CST).
4. Employees classified as System – Operating Engineers, shall be classified as Operating Engineers (OE).

a. Trades positions cannot bid into production positions.

5. For the purpose of lay-off and overtime administration, the three (3) trade classification groups have been sub-classified and will be assigned an occupational job code as follows:

MST/Machinist-Floor (TO2 80A)
MST/Machinist-Machine Shop (TO2 80A)
MST/Pipefitter-Floor (TO2 85A)
MST/Pipefitter-Systems (TO2 85A)
MST/Industrial Vehicle Mechanic (TO2 83A)
MST/Millwright (TO2 84A)
CST/Electrician-Floor (TO2 81A)
CST/Electrician-System (TO2 81A)
CST/Technician (TO2 86A)
OE/Systems (TO2 82A)

Overtime assignment will be equalized by each trade sub-group.

Seniority within each occupational job code will prevail in the event of a workforce reduction.

6. Planner positions will be assigned their own shift preference and overtime. This position will require the post and bid procedures as stated in this Agreement.

APPENDIX F

PROFIT SHARING PLAN

On this 1st day of October, 2003 at Phoenix, Arizona, Belden Communications Division ("BCD"), hereinafter referred to as the Company or BCD, and the Communications Workers of America ("CWA"), an unincorporated voluntary association, hereinafter referred to as the Union, agree as follows:

A. AGREEMENT CONCERNING PROFIT SHARING

1. Establishment of Plan

This Plan has previously been reviewed by the United States Department of Labor, which issued a determination holding that no part of any payments under the Plan is included for purposes of the Fair Labor Standards Act in the regular rate of any employee. In the event that a Department of Labor ruling is revoked or modified, the Company, within five (5) working days after notice of such change, will give written notice thereof to the Union, and the Company, with the consent of the Union, may, during the term of this Agreement, make revisions in the Plan not inconsistent with the purposes, structure and basic provisions thereof which shall be necessary to maintain such ruling. Any such revision shall adhere as closely as possible to the language and intent of the provisions in Part B hereof. In the event of any conflict between the provisions of the Plan and the provisions of this Agreement, the provisions of this Agreement will supersede the provisions of the Plan to the extent necessary to eliminate such conflict.

2. Obligations During Term of This Agreement

During the term of this Agreement, neither the Company nor the Union shall request any change in, deletion from or addition to the Plan or this Agreement, or be required to bargain with respect to any provision or interpretation of the Plan or this Agreement; and during such period no change in, deletion from or addition to any provision, or interpretation, of the Plan or this Agreement, nor any dispute or difference arising in considering any revision under Section 1 of this Agreement, shall be an objective of, or a reason or cause for, any action or failure to act, including, without limitation, any strike, slowdown, work stoppage, lockout, picketing or other exercise of economic force, or threat thereof, by the Union or the Company.

3. Resolution of Disputes

Any disagreement between the Union and the Company over the interpretation of any of the terms of this Agreement or the Plan (including any disagreement concerning the corporate entities to be taken into account in calculating "EBIT" and "Profits" under the Plan, but not a disagreement over the dollar amount of profits or losses as established or certified by the independent public accountants) is subject to the grievance procedure established in the Collective Bargaining Agreement between the Union and the Company. If the parties elect to have the dispute resolved through Arbitration, the Arbitrator selected shall have no power to determine questions arising under other sections of the Collective Bargaining Agreement. Any effect of the Arbitrator's decision shall be limited to profit sharing amounts allocated or distributed under the Plan. There shall be no appeal from the Arbitrator's decision; it shall be final and binding upon the Union, its members, the participants and the Company. The compensation of the Arbitrator, which shall be in such amount and on such basis as may be determined by the Union and the Company, shall be shared equally by the Union and the Company.

4. Effective Dates and Duration

The Plan as revised in this Agreement will continue in effect until the termination of the Collective Bargaining Agreement dated October 1, 2003 between the Union and the Company. The Plan shall remain in effect until September 30, 2006, or such later time as the Collective Bargaining Agreement is extended.

5. Notice

Any notice under this Agreement shall be in writing and shall be sufficient, if to the Union, if sent by mail addressed to Communications Workers of America, Staff Representative, 4308 Carlisle NE, Suite 201, Albuquerque, New Mexico 87107 or to such other address as the Union shall furnish to the Company in writing, and if to the Company, to Belden Communications Division, 505 N. 51st Avenue, Phoenix, Arizona 85043, Attention: Bargaining Representative; or to such other address as the Company shall furnish to the Union, in writing.

6. Union Dues

Appropriate Union dues, as designated by the Secretary/Treasurer of the CWA, will be deducted from the employee's profit sharing payment(s).

B. Definitions and Terms

The purpose of this Plan is to make provision for profit sharing distributions by the Company to eligible employees, thus affording them a means of participating in the growth and success of the Company resulting from improved productivity and operating competitiveness as well as providing new sources of income for such employees.

1. Definitions

- a. "Allocated Profit Share" shall mean, for any Plan Year, the amount of the Total Profit Share determined pursuant to Section 3 of this Plan.
- b. "Beneficiary" shall mean a person who is designated as such pursuant to Section 10.
- c. "Company" shall mean the Phoenix Works only of Belden Communications Division.
- d. "Date of Participation" shall mean, with respect to any person, the later of (a) October 1, 2003, (b) in the quarter following the day on which such employee is reclassified from his introductory status to regular employee.
- e. "Eligible Employee" or "Participant" shall mean, with respect to any Plan Year, any person who meets the "Date of Participation" requirements, and:
 - i who was employed as a production or maintenance unit employee, or a non-confidential office or factory clerical employee on the active employment rolls maintained by the Company (except that any such person who was so employed on a temporary or part-time basis shall be excluded from the definition of "Eligible Employee" or "Participant");
 - ii who was employed in a unit to which the Collective Bargaining Agreement dated October 1, 2003, between the Union and the Company is applicable; including any person who met such requirements at any time during such Plan Year and (1) was on layoff or approved leave, (2) retired during such Plan Year, (3) died during such Plan Year, or (4) was terminated by the Company during such Plan Year as a result of the sale by the Company of the

operation, or a controlling interest in the operation, in which such person was employed; provided, however, that any person whose seniority terminated during such Plan Year (without being reinstated at the end of such Plan Year), for any reason other than death, retirement or sale of an operation, or a controlling interest in an operation, shall be excluded from the definition of "Eligible Employee" and "Participant."

- f. "Participant's Profit Share" shall mean the Allocated Profit Share divided by the number of eligible employees in the Unit on the last day of the previous annual period, before payout. See Section 5 of this Article.
- g. "Plan Years" shall mean the fiscal years that coincide with the Company's fiscal year beginning and ending.
- h. "Profits" or "EBIT" shall mean, for any Plan Year, the Earnings Before Interest Expense and Income Taxes ("EBIT") of the Company's Phoenix Works for such Plan Year, excluding the following:
 - i.. the gain (loss), if any, included in the EBIT for such Plan Year attributable to a sale of equipment, facilities or property of the Company's Phoenix Works;
 - ii. the gain (loss), if any, included in the EBIT from the operations of a business segment which is sold, discontinued or otherwise disposed of for the portion of such Plan Year prior to the date of such disposal; and
 - iii. any extraordinary item of income (loss), if any, included in the EBIT as such item relates to the Company's Phoenix Works for such Plan Year.
- i. All such items shall be determined in accordance with generally accepted accounting principles applied consistently from year to year ("GAAP"), as reviewed by the independent certified public accountants for the Company. All transactions with related or affiliated entities shall be accounted for on an arm's length basis, and all management fees or administrative or service charges paid to related or affiliated entities shall be added back in computing EBIT.

- j. "Non-eligible Management Employee" shall mean, with respect to any Plan Year, any person employed at the Phoenix Works who is not an Eligible Employee, including security personnel.
- k. "Total Profit Share" shall mean, for any Plan Year, the amount determined pursuant to Section 2 of this Plan.
- l. "CWA" shall mean the Communications Workers of America.
- m. "Union" shall mean only the CWA representing production and maintenance unit employees, non-confidential office and factory clerical employees of the Company's Phoenix Works.

2. Determination of Total Profit Share

For a Plan Year where there are profits, the Total Profit Share shall be determined as hereinafter provided. Such Total Profit Share shall be the following:

- a. A percent of the EBIT (see schedule below) divided among employee groups as defined in the Plan. Each eligible employee shall be entitled to receive an amount equal to the Allocated Profit Share divided by the number of eligible employees as of the end of the year.

Three (3%) percent of EBIT Years 1, 2, 3

3. Determination and Division of Allocated Profit Share

- a. Total Profit Share shall be multiplied by a fraction, the numerator of which is the sum of the W-2 Compensation of Eligible Employees for such Plan Year and the denominator of which is the sum of (x) W-2 Compensation of Eligible Employees for such Plan Year and (y) W-2 Compensation of Non-eligible Management Employees and security personnel for such Plan Year. The amount determined pursuant to this computation for any Plan Year is hereinafter called the "Allocated Profit Share" for such Plan Year. Each Eligible Employee shall be entitled to receive an amount equal to the product of (a) his or her portion divided by the number of eligible employees in the Year (b) the Allocated Profit Share. The amount of Profit Share which is not "Allocated Profit Share" shall revert to the Company and shall not be allocated under this Plan.
- b. The Allocated Profit Share shall not be less than seventy-one percent (71%) of the Plan total in each of the Plan Years.

c. If any person shall come within the definition both of "Eligible Employee" and "Non-eligible Management Employee or security personnel" for any Plan Year, (because of a change in job classification or a change in position), such person shall be treated, for all purposes of this Plan, as both an Eligible Employee and a Non-eligible Management Employee and shall be, if otherwise eligible under this Plan, entitled to receive an Allocated Profit Share.

4. **Review by Independent Public Accountants: Submission of Financial Statements**

For each Plan Year, a firm of independent certified public accountants (who also may be the independent certified public accountants for the Company) selected by the Company shall review such computations and prepare a report of such review stating that such computations were made in accordance with the provisions of this Plan. For each Plan Year, such firm of independent certified public accountants also shall perform a review of the Consolidated Statement of Income of the Company's Phoenix Works and shall prepare a report of such review that provides the CWA with information to allow for their confidential verification of the results of the Plan.

Annually the Company shall provide CWA with a copy of the independent certified public accountant's report and with the Company's audited financial statements and such other data as is reasonably necessary to verify independently the computation of the Total and Allocated Profit Share.

If CWA disagrees with the findings it may be pursued through the Arbitration provisions of this Agreement.

5. **Distribution of Participants' Profit Shares**

a. All such Participants' Profit Shares shall be distributed to Eligible Employees (or to the Beneficiaries of any deceased Eligible Employees as provided in Section 11 hereof) by check, not later than the end of the ninety (90) days following such Plan Year provided, however, that the Company shall deduct from the amount of any such distribution to an Eligible Employee (or Beneficiary) any amount required to be deducted, by reason of any law or regulation, for payment of taxes or other payments to any federal, state or local government. Each such distribution shall be accompanied by a statement showing the computation of such Participant's Profit Share. In determining the amount of any

applicable tax the computation of which takes personal exemptions into account, the Company shall be entitled to rely on the official form filed with the Company for purposes of income tax withholding. No interest shall be payable with respect to any such distributions.

- b. The determination of the amounts of the Total Profit Share and the Allocated Profit Share for any Plan Year, as reviewed and reported on by certified public accountants pursuant to Article 4 hereof, shall be final and binding on the Company, the Union, all Participants and all other persons for all purposes.
- c. In the event that it shall be determined that an error in excess of \$5.00 was made in the computation of any Participant's Profit Share for any Plan Year, such error shall be dealt with as follows:
 - i. If such Participant's Profit Share (correctly determined) was greater than the amount paid to such Participant by an amount in excess of \$5.00, the deficiency shall be paid to such Participant within 60 days after such determination.
 - ii. If such Participant's Profit Share (correctly determined) was less than the amount paid to such Participant by an amount in excess of \$5.00, written notice thereof shall be mailed to such Participant receiving such Profit Share and he or she shall return the amount of such overpayment to the Company; provided, however, that no such repayment shall be required if notice has not been given within 120 days from the date on which the overpayment was made. If such Participant shall fail to return such amount promptly, the Company shall make a deduction from compensation payable by the Company to such Participant; provided, however, that any such deduction shall not exceed \$30.00 from any one paycheck, but any such deduction from subsequent payments under this Plan shall not be limited.

6. Reinstatement of Seniority Through Grievance Procedure

Notwithstanding any other provision of this Plan, (1) any Eligible Employee whose seniority terminated during a Plan Year for termination, failure to report or overstaying leave, and whose seniority is reinstated through a grievance award in a later Plan Year, shall receive after such grievance award payment(s) for the Plan Year(s) during which such person's seniority was terminated equal to the Participant's Profit Share that would have been payable, had such Eligible Employee's seniority not

been terminated. The amount of such payment shall be deducted from the Allocated Profit Share for the Plan Year occurring at the date of such grievance award in which a Total Profit Share is determined, any such payment(s) with respect to a reinstated Eligible Employee who shall have died before he or she shall have received such payment(s) shall be made to his or her Beneficiary or Beneficiaries as provided in Section 10.

7. Operation and Administration

- a. The Company shall have the authority to control and manage the operation and administration of this Plan.
- b. The Controller of the Company is designated to carry out the Company's responsibilities with respect to this Plan. The Controller of the Company may designate other persons to carry out specific responsibilities on behalf of the Company.
- c. Any director, officer or employee of the Company who shall have been expressly designated pursuant to this Plan to carry out specific Company responsibilities shall be acting on behalf of the Company. Any person or group of persons may serve in more than one capacity with respect to this Plan and may employ one or more persons to render advice with regard to any responsibilities such person has under this Plan.
- d. The Company shall have full power and authority to administer this Plan and to interpret its provisions except as otherwise specifically provided in any Agreement between the Company and any Union with respect to resolution of disputes under this Plan.
- e. Notwithstanding any other provision of the Plan, W-2 Compensation of each officer of the Company who owns one or more shares of stock in the Company shall be excluded from the determination of the Non-eligible Management Employee allocation in the Profit Share pool.
- f. Each director, officer or employee of the Company who is or shall have been designated to act on behalf of the Company under this Plan shall be indemnified and held harmless by the Company against and from any and all loss, cost, liability or expense that may be imposed upon or reasonably incurred by such person in connection with or resulting from any claim, action, suit or proceeding to which such person may be a party or in which such person may be involved by reason of any action taken or failure to act under this Plan and against and from any and all amounts paid by such person in settlement thereof (with the Company's written

approval) or paid by such person in satisfaction of a judgment in favor of the Company based upon a finding of such person's bad faith; subject, however, to the condition that, upon the assertion or institution of any such claim, action, suit or proceeding against him or her, such person shall in writing give the Company an opportunity, at its own expense, to handle and defend the same before such person undertakes to handle and defend it on such person's own behalf. The foregoing right of indemnification shall not be exclusive of any other right to which such person may be entitled as a matter of law or otherwise, or any power that the Company may have to indemnify such person or hold such person harmless.

8. Notice of Denial

The Company shall provide adequate notice in writing to any Participant or Beneficiary whose request for a distribution or for a distribution in a greater amount under this Plan has been denied, setting forth the reason or reasons for such denial. The Participant or Beneficiary shall be given an opportunity for, and advised how to obtain a full and fair review by the Company of the decision denying the request. The Participant or Beneficiary shall be given a reasonable period of time, to be established by the Company from the date of the notice denying such request, within which to request such review. The Union shall be advised of the results of such review.

9. Notices, etc.

- a. All notices, statements and other communications from the Company to a Participant or Beneficiary required or permitted hereunder shall be deemed to have been duly given, furnished, delivered or transmitted, as the case may be, when delivered to (or when mailed by first-class mail, postage prepaid and addressed to) such Participant or Beneficiary at his or her address last appearing on the books of the Company or, in the case of a Participant, delivered to the Participant at his or her normal work station or with his or her pay check.
- b. All notices, instructions and other communications from a Participant to the Company required or permitted hereunder (including, without limitation, designations of Beneficiaries and revocations and changes thereof) shall be in the respective forms from time to time prescribed therefore by the Company, shall be mailed by first-class mail or delivered to such location as shall be specified upon the forms prescribed by the Company and shall be

deemed to have been duly given and delivered upon receipt by the Company at such location.

10. Designation of Beneficiaries

- a. Each Participant, on a form provided by the Company shall file with the Company a written designation of a Beneficiary or Beneficiaries (subject to such limitations as to the classes and number of beneficiaries as the Company from time to time may prescribe) to receive distribution of the Participant's Profit Shares of such Participant in the event of the death of such Participant. A Participant may from time to time revoke or change any such designation of Beneficiary. Any such designation of Beneficiary shall be controlling over any testamentary or other disposition. In the event of the death of a Participant, the Participant's Profit Share shall be distributed to such Beneficiaries who shall survive such Participant, in accordance with such designation (to the extent effective and enforceable under the laws of the state of the Participant's residence at the time of such Participant's death) and the provisions of this Plan, subject to such regulations as the Company from time to time may prescribe in respect of distributions to minors; provided, however, that, if the Company shall be in doubt as to the right of any such Beneficiary to receive any such Profit Share, the Company may deliver the same to the estate of such Participant, in which case the Company shall not be under any further liability to anyone.
- b. Except as herein above provided, or as may be required under the laws of the state of the Participant's residence, in the event of the death of a Participant, the Profit Shares of such Participant shall be delivered to such Participant's estate.

11. Non-alienation

No right or interest of any Participant under this Plan shall be assignable or transferable, in whole or in part, either directly or by operation of law or otherwise, including, without limitation, by execution, levy, garnishment, attachment, pledge or in any other manner, but excluding devolution by death or mental incompetence; no attempted assignment or transfer thereof shall be effective; and no right or interest of any Participant under this Plan shall be liable for, or subject to, any obligation or liability of such Participant.

12. Incapacity

If the Company deems any person incapable of receiving any distribution or payment to which such person is entitled under this Plan because he or she has not yet reached the age of majority, or because of illness, infirmity, mental incompetence or other incapacity, it may make payment, for the benefit or the account of such incapacitated person, to any person selected by the Company, whose receipt thereof shall be a complete settlement thereof. Such payments shall, to the extent thereof, discharge all liability of the Company, and each other fiduciary with respect to this Plan.

DEFINITION OF TERMS

The following definitions are applicable to terms in this and any other agreements between the Union and the Company:

Base Rate – An hourly rate of pay assigned to an employee based on the employee's occupational job classification. (Article 4; Appendix A and Appendix B.)

Bridging – When an employee's previous service with BCD is honored after meeting requirements. (Article 7, A.5.)

Day in Lieu of Saturday - For a 7-day coverage or alternate schedule employee, the first (1st) scheduled day off in the workweek. (Article 5)

Day in Lieu of Sunday - For a 7-day coverage or alternate schedule employee, the second (2nd) scheduled day off in the workweek. (Article 5)

Department - An operation consisting of various job assignments including a department within a product line, separated by director-level report structure and further separated by sections and then job codes within the director-level report structure.

Domestic Partner – A relationship of two unrelated individuals who have cohabited a minimum of two years and who have shared responsibilities, both domestically and financially. (Article 4, D.)

Double Time - Pay at two hundred percent (200%) of an employee's base rate plus applicable premium payments. (Article 5, B.5.)

Emergency – An unexpected happening, occurrence or condition beyond the control of the Company.

Employee - Hourly rated production and maintenance unit employees and non-confidential office and factory clerical employees only. (Article 1, B.1.)

Employee Number – A sequential number assigned to an employee upon hire, further determined by the last four (4) digits of the Social Security number. (Article 7, A.)

Essential Function – A term used to describe the job elements that make up a job code. Job codes normally contain several functions that are essential to the performance of the job. Employees must be able to perform all essential functions, with or without accommodation, to qualify for the position. (Article 7, C.a.)

FMLA – Family Medical Leave Act (Article 7, G.)

Former Rights – Employees who have previously held a position and have preferential rights to return to the position. (Article 7, C. 4. c.)

Fragmentation – A term used to describe the practice of using an essential function of a job code as a permanent job assignment. (Article 7, C. 1. a.)

Introductory Employee - Employee with less than six (6) months of service.

Job Assignments – Assignments within a job code requiring certain levels of knowledge, proficiency and competence associated with the manufacture and assembly of BCD products.

Journeyman - An employee, determined by the Company as qualified in a skilled trade or craft who has completed an apprenticeship, equivalent training, and is experienced. The Employee is expected to perform all levels of work within the core trade.

Layoff or Laid Off - A termination of employment due to a workload reduction. Work that is temporarily interrupted because of, but not limited to, such causes as material shortage, equipment failure, power failure, labor dispute, or other circumstances which cause a temporary cessation or reduction in operations, or when the employee is not reinstated from leave of absence. (Article 7, C.6.b.)

LIFO – A method to determine who will be laid off. (Article 7, E.)

Loaned Employee - An employee who has been reassigned for a period of time not to exceed sixty (60) calendar days, but without change in the employee's personnel and payroll records. (Article 7, C. 4. a. 1.)

Maximum Rate - The top rate of the progression steps for a specific wage schedule.

Net Credited Service – (Article 7, A.2.)

Night Shift - When the employee's scheduled daily shift falls between 3 p.m. and 7 a.m. Work shifts: First shift – normally 11 p.m. to 7 a.m.; Second shift – normally 7 a.m. to 3 p.m.; Third shift – normally 3 p.m. to 11 p.m.

Night Work Premium – A bonus paid to employees assigned to either the first or third shifts. Payment of this premium per Article 5, section B, paragraph 7.

Nonscheduled Day - A day outside the scheduled weekly shift.

Occupational Job Code - A job designation assigned to a Department.

Recall Rights – Laid off employees who are preferentially eligible for rehire as described in Seniority.

Representative - A Bargaining Unit employee of the Company who has been so designated by the Union.

Salaried Administrative Clerk - Non-confidential office and factory clerical entry level positions. (Appendix A. and Appendix B.)

Salaried Secretary and Associate - Non-confidential office and factory clerical positions requiring higher level skills. (Appendix A and Appendix B.)

Scheduled Daily Shift - The daily portion of the workweek. (Article 5, A.)

Short Notice Scheduled Overtime - Overtime scheduled with less than 24 hours notice. (Article 5, B.)

7-Day Coverage Employee - An employee whose weekly schedule involves special or rotating shifts.

7-Day Coverage Job - A job which, because of the nature of the work or the demands of the business, regularly requires operations on all seven (7) days of the workweek.

7-Day Coverage Premium - A bonus paid to employees who work the 7-day coverage schedule with rotating days off. Payment of this premium per Article 5, section B, paragraph 7.

Temporary Promotion - An employee who is temporarily promoted to a higher job classification and paid at the employee's regular hourly rate plus \$1.00 an hour. (Article 7, C. 5.e.)

Time and One-Half - Pay at one hundred and fifty percent (150%) of an employee's adjusted rate plus applicable premium payments. (Article 5, B.4.)

Trades Operator - A skilled trades job in a trades occupational job classification which is associated with the construction, repair and maintenance of tools, machines, equipment, building and service systems.

Union Bargaining Agent - An individual representing the Union who is not an employee of the Company in the Bargaining Unit. (Article 1, C.4.)

Workweek - Seven (7) consecutive calendar days normally beginning 11:00 p.m. Sunday. (First shift for Monday) and ending 11:00 p.m. the following Sunday. A workweek is normally 40 hours. (Article 5, A. 2 and 4.)



A. LETTER OF UNDERSTANDING

Belden Communications Division
505 North 51st Avenue
Phoenix, Arizona 85043

October 1, 2003

Lawrence Sandoval
CWA Representative
4308 Carlisle Blvd., NE, STE 201
Albuquerque, NM 87107

Dear Lawrence:

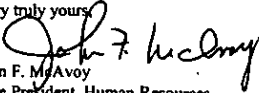
Both the Union and the Company support and agree with the principle that the decision as to whether or not to become represented by a Union is one that does not belong to either the Union or the Company. Rather, it is an individual decision that belongs to the employee. With the parties' mutual recognition of this fundamental tenet, the following provisions are intended to confirm our agreement regarding Belden Communications Division Phoenix Plant's voluntary recognition of CWA under certain circumstances.

Belden Communications Division agrees that upon presentation by CWA of authorization cards signed by a majority (50% + 1) of management employees (except those excluded by the National Labor Relations Act) in appropriate units and dated within one month prior to presentation and upon a demand by CWA for recognition, Belden Communications Division will verify the signatures on the presented cards and, if satisfied that the signatures are genuine, timely and unrevoked, BCD will voluntarily recognize CWA as the collective bargaining representative for a unit composed of the employees in those job classifications ("the Unit") at BCD's Phoenix Plant. BCD and CWA thereafter will negotiate a collective bargaining agreement applicable to the appropriate Unit.

This agreement in no way limits BCD's right to withdraw recognition from CWA of the Unit when such withdrawal is not precluded by law.

This agreement will expire on September 30, 2006 unless renewed in writing and signed by both parties.

Very truly yours,


John F. McAvoy
Vice President, Human Resources


Lawrence G. Sandoval
CWA Representative

10/21/2003
Date



B. LETTER OF UNDERSTANDING

Belden Communications Division
505 North 51st Avenue
Phoenix, Arizona 85043

October 1, 2003

Lawrence Sandoval
CWA Representative
4308 Carlisle Blvd., NE, STE 201
Albuquerque, NM 87107

Subject: Work Schedules

Dear Lawrence:

This will confirm the understanding of the parties concerning the description, designation, and modification of current work schedules for employees.

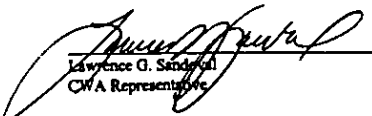
The parties recognize that work shifts are comprised of the daily shifts that fall between 11:00 P.M. to 7:00 A.M. (First Shift), 7:00 A.M. to 3:00 P.M. (Second Shift), 3:00 P.M. to 11:00 P.M. (Third Shift). The parties also recognize that current schedules have been modified beyond those identified above.

Therefore, the Union and the Company agree that any current work schedules will continue as reflected in the attached list. All work schedules currently in place will continue unless otherwise modified in accordance with the provisions of the General Agreement or as modified below.

In the event the employer determines that it will implement schedules outside of the existing work schedules, in any work group, the Company will discuss the effects and implementation procedures for such schedules with the Union.

Very truly yours,


John F. McAvoy
Vice President, Human Resources


Lawrence G. Sandoval
CWA Representative

10/21/2003
Date

Attachment to B. Letter of Understanding

Work Schedules as of October 1, 2003

8-Hour Shifts		
6:00 AM	to	2:00 PM
7:00 AM	to	3:00 PM
9:00 AM	to	5:00 PM
3:00 PM	to	11:00 PM
9:00 PM	to	5:00 AM
11:00 PM	to	7:00 AM

8 1/2-Hour Shifts		
5:00 AM	to	1:30 PM
6:00 AM	to	2:30 PM
6:30 AM	to	3:00 PM
6:45 AM	to	3:15 PM
7:00 AM	to	3:30 PM
7:45 AM	to	4:15 PM
8:30 AM	to	5:00 PM
9:30 AM	to	6:00 PM
11:00 AM	to	7:30 PM
2:30 PM	to	11:00 PM
2:45 PM	to	11:15 PM
3:00 PM	to	11:30 PM
9:00 PM	to	5:30 AM
10:30 PM	to	7:00 AM
10:45 PM	to	7:15 AM
11:00 PM	to	7:30 AM



C. LETTER OF UNDERSTANDING

Belden Communications Division
505 North 51st Avenue
Phoenix, Arizona 85043

October 1, 2003

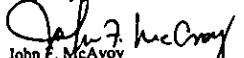
Lawrence Sandoval
CWA Representative
4308 Carlisle Blvd., NE, STE 201
Albuquerque, NM 87107

Dear Lawrence:

The Systems Operations employees in the Maintenance Organization are unique in that they work a seven (7) day coverage, rotating shift schedule and some must work on all holidays. The Systems Group who work on a shift with rotating days off will be paid, in addition to the Seven Day Coverage Premium, a five percent (5%) bonus subject to the same rules as the Seven Day Coverage Premium.

- Holidays will be paid under the terms of the General Agreement.
- The Systems Group job assignment will be considered separate and apart from other maintenance groups.
- Systems Group will normally work the systems job assignments, unless unusual conditions warrant temporary assignment to their trades.
- Overtime available in the Systems Group will be offered to those assigned to Systems, and if more coverage is needed after Systems canvassing, then other maintenance employees may be asked.
- The Systems Group will rotate a maximum of one employee in and one employee out per year. Systems training is to be conducted for employees new to Systems. Training needs will be determined by the supervisor.

Very truly yours,


John F. McAvoy
Vice President, Human Resources


Lawrence G. Sandoval
CWA Representative

10/31/2003
Date



D. LETTER OF UNDERSTANDING

Belden Communications Division
505 North 51st Avenue
Phoenix, Arizona 85043

October 1, 2003

Lawrence Sandoval
CWA Representative
4308 Carlisle Blvd., NE, STE 201
Albuquerque, NM 87107

Dear Lawrence:

This will confirm our understanding of October 1, 2003, notwithstanding the specified provisions of the General Agreement which shall apply.

- Employees who volunteer or elect through the bidding process to work a twelve (12) hour schedule in the Insulate area are bound by this.
- It is understood that twelve (12) hour schedules are entirely voluntary. If an employee originally held an eight (8) hour schedule on the affected job and wants to remain on that schedule, he/she may do so. Those employees who bid on a twelve (12) hour schedule will remain on that schedule.
- The recommended twelve (12) hour schedule is a three (3) day schedule for four (4) day schedule as a normal work week.
- The twelve (12) hour schedule will have a work week of 48 hours and a work week of 36 hours. If there are no unauthorized time off infractions during the 36 hour work week, then the Company will pay forty (40) hours.
- Twelve (12) hour schedule employees are considered separately for scheduled overtime.
- The schedule times for twelve (12) hour shifts are 6 a.m. to 6 p.m. (day shift) and 6 p.m. to 6 a.m. (night shift).

- A 7-day coverage premium payment per Article 5, paragraph 7 of the General Agreement is paid for employees following the three (3) day schedule or four (4) day schedule as a normal work week.
- Other schedules may be implemented depending upon customer orders and changes in business demands.
- Night Shift Premium Pay is paid in accordance with Article 5, paragraph 7 of the General Agreement.
- Upon agreement by both parties, the time scheduled can be changed.
- Holidays on the twelve (12) hour shifts are the same as those listed in the General Agreement.
- Twelve (12) hour shift employees may take vacation in increments of twelve (12) hours, six (6) hour increments or two (2) hour increments.
- For any remaining increment, the employees shall be entitled to take this remaining portion, subject to the needs of the business, in whatever increment remains.
- The fifty (50) percent rule applies on overtime canvassing.
- A twelve (12) hour schedule will have a total of thirty (30) minutes of paid break time excluding a lunch period.
- Lunch periods will be paid as time worked.

Very truly yours,


 John F. McAvoy
 Vice President, Human Resources


 Lawrence G. Sappoval
 CWA Representative

10/31/2013
 Date