

AGREEMENT

ENTERED INTO BETWEEN

**KELSEY-HAYES
CANADA LIMITED**
BEARDS LANE PLANT
WOODSTOCK DIVISION

AND

LOCAL UNION 636
of the
National Automobile, Aerospace
and Agricultural Implement Workers Union
of Canada (CAW — Canada)

February 5, 1990 — February 4, 1993

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THIS AGREEMENT, made and entered into as of the 5th day of February, 1990 by and between:

KELSEY-HAYES CANADA LIMITED, BEARDS
LANE PLANT, WOODSTOCK, ONTARIO

Hereinafter designated as the "Company"

AND

NATIONAL Automobile, Aerospace and
Agricultural Implement Workers Union of Canada
(**CAW** - Canada) and its Local **636**, Woodstock, Ontario.

Hereinafter designated as the "Union"

ARTICLE I

GENERAL PURPOSE OF THE AGREEMENT

1.01 The purpose of this Agreement is to promote harmonious relationship between the Company and its employees. in the hope of advancing the well-being of both by means of steady employment and future security.

NON-DISCRIMINATION

1.02 The Company and the Union agree that there will be no discrimination, interference, restraint or coercion exercised by either of them or by any of their respective representatives, with respect to any employee because of his race, colour, place of origin, sex, sexual orientation, age (as defined in the Human Rights Code of Ontario), religion, marital status, dependents or for lawful union activity, and that membership in the Union by the employees who are eligible to join will not be discouraged by the Company.

1.03 Wherever in this Agreement the masculine gender is used, it will also include the feminine.

**ARTICLE II
RECOGNITION**

2.01 The Company agrees to recognize the Union as the sole and exclusive Bargaining Agent of its employees at Woodstock in respect to hours, wages, seniority, grievance procedure and all other working conditions.

2.02 The provisions of this Agreement shall not apply to Foremen, Assistant Foremen, all salaried employees, office and clerical staff, Metallurgists and Laboratory Workers and plant guards.

**ARTICLE III
UNION SECURITY**

3.01 In order to promote harmonious relations with the Company and the Union, it shall be a continuous condition of employment that all present employees covered by this Agreement must become members of the Union within thirty (30) days of the signing of this Agreement and shall remain members in good standing thereafter. New employees must join the Union within fifteen (15) days from the date of hiring and must remain in good standing thereafter.

3.02 (a) The Company will deduct from the pay of each member of the Union covered by this Agreement, all Union Initiation Fees, Dues and Assessments.

(b) All Union Dues deductions shall be made from the first pay of each month, the initiation fee will be taken off on the second pay of the applicable month. All sums deducted together with a record of those from whom deductions

have been made and the amount shall be forwarded to the Secretary-Treasurer of the Local Union not later than the 20th of the calendar month in which the deductions are made. A copy of the record of dues deducted is to be given to the Plant Chairman each month.

3.03 The Union shall furnish to the Company in writing notification of all changes, increases or decreases in Union dues, initiation fees and assessments.

ARTICLE IV
RESERVATION OF MANAGEMENT RIGHTS

4.01 The Union acknowledges that it is the exclusive function of the Company to:

(a) Operate and manage its business in all respects in accordance with its commitments and responsibilities and to establish rules and regulations in order to maintain discipline, order and efficiency;

(b) Hire, discharge, suspend, transfer, promote, demote or otherwise discipline employees for proper cause, provided that a claim of discriminatory promotion or demotion or a claim that an employee has been discharged or disciplined without proper cause may be the subject of a grievance and dealt with as hereinafter provided:

(c) The Union recognizes other rights and responsibilities belonging solely to the Company, prominent among which, but by no means wholly inclusive are the rights to decide the number and locations of plants, the machine and tool equipment, the products to be manufactured, the methods of manufacture, the schedules of production. the

processes of manufacturing or assembling, together with all designing, engineering and the control of raw materials, semi-manufactured and finished parts which may be incorporated into the products manufactured, and generally controlling and directing the business of the Company.

4.02 The Company agrees that these functions will be exercised in a manner consistent with the general purpose of this Agreement.

ARTICLE V UNION ACTIVITIES

5.01 The Union, the local and members of the Union, or the local, shall not on Company time, conduct Union activities except as in this Agreement expressly provided, nor shall Union meetings of any kind be held at any time on the Company's premises without the prior written consent of the Company. The Union, its members and/or its agents shall not in any way intimidate or coerce, or attempt to intimidate or coerce any employee of the Company.

ARTICLE VI REPRESENTATION

6.01 (a) The Union may appoint and the Company shall recognize a committee comprised of not more than five (5) hourly rated employees of the Company, who have at least one (1) years seniority with the Company.

The Committee shall be comprised of:

- (1) One Plant Chairman
- (2) One Skilled Trades Committeeman including Toolroom

- (3) One Committeeman Cast Wheel including Oiler(s), Shipping, Receiving
- (4) One Committeeman Passenger Car Lines including Hub Bullards
- (5) One Committeeman Inspection including Stockroom, and Highway Truck Driver(s).

(b) The Plant Chairman will be retained on the day shift only, all other Committeemen shall rotate with their alternates to provide representation for the shifts required.

(c) The Company will recognize one of the Committeemen as the Vice-Chairman who, when it can be determined that the Plant Chairman will be absent from the plant for twenty (20) working days or more, will be retained on the day shift for the duration of the Plant Chairman's absence.

6.02 The Company will recognize an alternate on each shift in each department which is not covered by a regular Committeeman. The alternate shall handle the grievances in the same manner as the Committeeman including representation at Grievance Meetings only, for grievances serviced by such Alternate. The Union will advise the Company of such alternates before they act.

6.03 The Union will furnish the Company with a list of its Committee members and will notify the Company promptly of any changes made in such list.

6.04 The Company will furnish the Union with a list of its Supervisory Personnel at the Woodstock Beards Lane Plant, and will indicate by job titles the extent of their responsibility. The Company will notify the Union promptly of any change in such lists.

6.05 A Committeeman/Alternate may leave his work to attend a complaint that is brought to him by an employee, but before doing so shall notify his immediate supervisor of the reason for his proposed absence and, its probable duration and obtain his consent, and shall report back, to his supervisor when he returns. Should a Committeeman/Alternate be required to enter a Department under the supervision of a Supervisor other than his own immediate Supervisor he will notify such Supervisor of the reason for visiting the Department and who he wishes to see and secure permission to enter the Department before attending to the complaint. The Supervisor will have the right to obtain a replacement for the employee(s) involved. Any complaint which cannot be settled within a reasonable time will be subject to the regular grievance procedure. The Supervisor will not arbitrarily withhold his consent.

6.06 Time spent by a Committeeman/Alternate in connection with the administration of this Agreement will be paid for at his regular base rate exclusive of overtime. During negotiations he will be paid for all regular shift hours lost, during a regular scheduled shift.

6.07 (a) A monthly meeting may be held each month between the Union Committee and Management but not more than once a month.

(b) It will be held in the day time after 1:30 p.m. The agenda to be submitted twenty-four **(24)** hours before such meeting.

(c) The Plant Committee may meet up to one **(1)** hour at least forty-eight **(48)** hours prior to such meeting to prepare an agenda.

6.08 The Company agrees to give the Union a written decision within five (5) days on all matters discussed at such meetings and a copy of any decision will be given to the department head concerned.

6.09 In the event the Company and the Union become involved in rare and serious unusual problems the parties may mutually agree to have the Local President (636) attend a meeting to discuss such problems.

6.10 A Committeeman who is working when the regular unit meeting is held will be allowed up to two (2) hours off with pay to attend such meeting. The Plant Chairman will notify the Company in advance of such meeting and the names of such Committeemen who will be attending the regular unit meeting.

ARTICLE VII

GRIEVANCE, ARBITRATION, SUSPENSION AND DISMISSAL PROCEDURES AND DEROGATORY NOTATIONS

Grievance Procedure

7.01 Should grievances arise between the Company and the Union or employees as to the meaning and application of the provisions of this Agreement, or as to the compliance of either party with any of its obligations under the Agreement, or should there be any complaint or grievance by any employee or the Union or the Company, the settlement of such grievance shall be handled in the following manner:

7.02 FIRST — Any employee having a grievance shall

first submit same verbally within five (5) working days from which it occurred. The Foreman shall secure the employee's committeeman/alternate when the grievance is presented. The Foreman shall deal with the grievance and answer verbally not later than the second regular working day next following the date on which he received the grievance.

7.03 SECOND — If the grievance is not settled satisfactorily in the first step, the grievance must be presented, in writing, within three (3) working days of the Foreman's answer to the Plant Superintendent for his disposition. The Superintendent shall discuss the matter with the person concerned in the presence of the Committeeman/Alternate and shall give his decision within three (3) working days of receiving such grievance. **Quadruplicate** grievance forms shall be supplied by the Company.

7.04 THIRD — (a) If the grievance is not settled satisfactorily in the second step, the Plant Chairman must notify the Company in writing within three (3) working days of the Company's answer that it wishes a meeting and these shall be taken up at a meeting to be held within ten (10) days as herein provided between the Bargaining Committee and the representative designated by the Executives of the Company. The Company will give the Union its disposition in writing within three (3) working days on any matter discussed at this meeting. A copy of the disposition of all grievances is to be sent to the Foreman concerned. An accredited representative of the National Union may be present at the request of either the Company or the Union.

(b) If the Company has a grievance or the Union has a policy grievance, which could not be submitted by an em-

ployee or group of employees, it shall be taken up at the Third Step of the Grievance Procedure.

Arbitration Procedure 7.05 A dispute (excluding a dispute determination of which is provided for by Article VIII hereof) concerning the interpretation, application or administration of this Agreement or a violation thereof (after exhaustion of the grievance procedure provided herein) may be referred to an umpire to be selected by the parties to the grievance upon written notice of appeal to that effect signed by the employee being delivered to the Personnel Manager within fifteen (15) regular working days after the Personnel Manager's decision thereon. If such parties fail to select an umpire within five (5) regular working days of the receipt by the Personnel Manager of the notice of appeal, then either party may appeal within five (5) additional working days to the Ontario Labour Management Arbitration Commission, who shall designate the umpire. Except as herein otherwise provided, the decision of the umpire upon such appeal shall be final and binding upon the Company and the Union and every employee within the Bargaining Unit affected by the Agreement.

7.06 The expression "working day" when used in this Agreement, shall mean and include Monday to Friday inclusive.

7.07 The arbitrator shall not alter, modify or amend any part of the Agreement nor make a decision inconsistent therewith.

7.08 The Company shall not be obliged to pay back wages, or other compensation prior to the date of filing of the grievance in writing claiming same, unless circum-

stances were such that it was not possible for the employee to know he had a grievance but in no event shall back wages or other compensation be paid for more than thirty (30) calendar days prior to the date of filing a grievance in writing claiming same.

7.09 At any meeting between the Bargaining Committee and the Management or at any arbitration proceedings, a National Representative of the Union may be present to take part in such discussion or negotiations as may come before such meeting or proceedings. Management may appoint outside representatives.

7.10 A grievance having been presented to the Company in writing, there shall be no interrogation of any employee or group of employees concerned in the grievance by any representative of the Company without the presence of the Committeeman/Alternate of the Department concerned.

7.11 The Union agrees that there will be no strikes or slowdowns either by individual or collective action which will stop or interfere with production and the Company agrees that it will not cause or direct any lockout of employees during the term of this Agreement or any extension thereof.

7.12 At any stage of the grievance procedure the conferring parties may have the assistance of any employee and necessary witness.

7.13 If, during any negotiations in connection with a grievance, any investigation by either party is necessary, the Company will make all reasonable arrangements to permit the negotiating parties access to the plant and an op-

portunity to confer with the necessary witnesses and/or to view disputed operations.

7.14 The expenses of the Umpire, if any, shall be borne in equal shares by the Company and the Union, and the shares shall be paid direct to the umpire by each. Any other expenses will be borne by the party incurring such expenses.

7.15 (a) The time limits as outlined in the above grievance procedure may be extended by mutual agreement.

(b) Grievances shall be considered settled, without precedent, by the party that did not default the time limit or mutually agreed time limit.

Suspension and Dismissal Procedure

7.16 (a) Wherever an employee who has attained seniority in any department is dismissed or suspended, he will be given an opportunity of interviewing his committeeman/alternate before he is required to leave the plant, provided that, if because of the nature of the offense it is necessary to require the immediate expulsion of an employee from the plant, then his committeeman/alternate will be immediately notified and he will be given an opportunity to interview the dismissed employee at some convenient location.

(b) Management must notify the committeeman/alternate immediately. The committeeman/alternate can talk to the employee and lodge a grievance if so desired.

7.17 (a) Whenever a seniority employee is to be dismissed or suspended, the following procedure will be

followed instead of the regular grievance procedure in Clause 7.02--7.04 inclusive.

(b) An employee will not be dismissed or suspended except for the balance of his shift by any Supervisor.

(c) Before any further action can be taken, there will be a meeting between the Plant Chairman and the Committeeman/alternate concerned with the Personnel Manager (or his designate) and the Plant Superintendent (or his designate).

(d) The meeting will take place the day of the occurrence, or in the event of a night shift, the next working day.

(e) In the event an employee has been suspended or has been discharged, the Union may request from the Company, permission to have the affected employee present at a meeting concerning such discipline.

(f) The Company will not unreasonably withhold such permission.

(g) In the event the issue is not resolved the employee may lodge a grievance within three (3) working days from the date the meeting took place and management will review the grievance which resulted from dismissal or suspension and render its decision within two (2) working days.

(h) If the decision of management is not acceptable to the Union such decision may be referred to the Arbitration Procedure referred to in Clause 7.05.

7.18 If, as a result of the grievance procedure, the Com-

pany agrees to reinstate the employee or is ordered to do so, he shall be reinstated in his former job without loss of seniority and shall be reimbursed for all time lost, or if reinstatement to his former job appears to both parties or to the arbitrator, to be not in the best interest of harmonious production, he may be reinstated and transferred to another department without loss of seniority. In the case of arbitration, the arbitrator may direct any suitable arrangement deemed to be just and equitable under the circumstances.

Derogatory Notations

7.19 (a) When a derogatory notation is placed against the record of an employee a written notice of such notation must be given to the employee and the duplicate is to be initialled by him and he may treat **the** same as a grievance and proceed accordingly. Unless notice of such notation is given within a reasonable time, not in any event to exceed three **(3)** working days after the occurrence, such derogatory notation shall not thereafter be used for the purpose of taking disciplinary action against the employee. Derogatory notations after six **(6)** months against the record of any employee shall be voided in the presence of a Union Official.

(b) Derogatory Notations will not be issued for the purpose of time lost through certified illness or leave of absence with permission.

(c) In the case of derogatory notations given as a result of absenteeism, such shall remain on an employee(s) record for nine **(9)** months. This shall not in any way separate discipline into two **(2)** categories.

ARTICLE VIII
PRODUCTION DISPUTES

8.01 All Production Standards and/or incentive standards will be set on the basis of fairness and equity and will be consistent with the quality of workmanship, efficiency of operator and reasonable working capacity of normal operators. Allowance will be made for personal time and other elements such as tool allowances where these are factors. When management decides to study a job, the worker on the job shall be notified in advance.

8.02 After a time study standard has been established the employee or employees involved and/or the Committeeman/Alternate will be advised of the standard set. If there is a dispute with respect to the time studies or production standards required the Union may file a grievance on the standard grievance form. No grievance will be considered unless such grievance has been filed within fourteen (14) days of the posting of the production routing.

8.03 If a grievance has been filed protesting a production standard and the parties of the dispute cannot come to an agreement, the Union will have the right to bring in their time study engineer to check the Company time study and/or to time study the job if they wish. The Union agrees that they will have their time study engineer brought in as quickly as possible. If the parties can still not come to an agreement on the production standards involved the matter will be referred to a firm of Industrial Engineers engaged in active practice. The firm of Industrial Engineers selected will be made by mutual agreement of the parties from a panel of three (3) Industrial Engineering Firms which has been established by the parties. The cost of the

Industrial Engineering Firm shall be shared equally by the Company and the Union. The decision of the Industrial Engineering Firm shall be final and binding upon the Company and the Union and failure of the employee or employees involved to maintain the timing rates and/or production standards established by such decision, shall constitute sufficient cause for discipline and/or discharge of any such employee.

8.04 An established standard after the effective date of this Agreement shall not be changed unless there has been a change in design, methods, processes, tools, equipment, improved alignment of equipment, improved operation of equipment, arithmetical error in study; or any other change or combination of changes affecting the productive capacity of an operation or combination of operations. In the event of restudy, only the time study elements actually changed would be retimed and made a part of the new standard. All time study data work sheets will show allowances in minutes as well as percentages.

ARTICLE IX SENIORITY

9.01 Fundamentally, the rules herein respecting seniority are designed to give employees an equitable measure of security, based on length of continuous service with the Company, consistent with consideration of merit, ability and aptitude.

9.02 As far as accumulation of seniority is concerned, prior to the date of this Agreement, seniority shall be as presently recorded by the Company.

9.03 (a) Upon completion of forty-five (45) days worked or 360 hours worked, whichever occurs first within a period of twelve (12) consecutive months, an employee shall be entitled to have his name placed on the seniority lists.

(b) Employees hired as summer students shall not attain seniority status and shall not be entitled to have their names placed on the seniority lists. Summer student employees will be hired for a maximum period of 89 days worked between April 1st and August 31st.

9.04 (a) An employee shall be considered a probationary employee until he shall become entitled to have his name placed upon a seniority list as above provided; and as such, shall not have any seniority rights. Notwithstanding anything contained elsewhere in this agreement, no grievance shall be lodged or prosecuted against the discharge or discipline by the Company of a probationary or summer student employee unless the employee alleges that they have been discriminated against in such discharge or discipline by reason of Union activity, and the Umpire shall not reverse his discharge nor alter the disciplinary penalty on any other ground.

(b) A probationary employee who feels he has been unjustly dealt with may have his case reviewed by the Plant Superintendent, Personnel Manager, Plant Chairman and the Committeeman/Alternate concerned, the decision reached will be final and binding.

9.05 (a) Employees names shall appear on the plant seniority list in order of their respective dates of hiring and their names shall also appear on their departmental seniority lists in order of their respective dates of hiring. Skilled

Trades employees names shall appear under a Skilled Trades section of the plant-wide seniority lists in order of their respective dates of hiring in their skilled classification.

(b) When two (2) or more employees are hired the same day, the first hired shall be placed on the seniority list first.

9.06 Copies of the lists, as revised from time to time will be furnished to the Bargaining Committee and to the Sub Regional Office of the Union, 310 Wellington Rd. S., LONDON, Ontario N6C 4P4

9.07 The Company shall post revised seniority lists as required in each department each three (3) months.

9.08 The following departmental seniority lists will be established as sub-divisions of the plant-wide seniority lists:

1. Cast Wheel Department including N.C. Lathes
2. Passenger Car Lines Department including Hub Bullards and N.C. Lathes
3. Maintenance Department including Toolroom.
4. Inspection Department including Shipping, Receiving, Stockroom and Highway Tractor Drivers.

9.09 It is agreed that employees not in the following skilled or specialized classification and/or skilled trade departments shall not be entitled to exercise seniority rights

over those employees in these classifications and/or departments:

1. Maintenance Department;
2. Toolroom Department;
3. Material Control Clerks;
4. Setup;
5. Floor Inspectors;
6. Truck Drivers;
7. Materials Receiving Inspector;

provided, however, in the event of a reduction of available work in any of such classifications or departments, employees therein shall exercise seniority departmentally and then plant-wide, as set out in the layoff provisions contained in Article XI.

9.10 It is understood and agreed that both parties will cooperate with each other to insure proper functioning of the foregoing seniority provisions.

9.11 If an employee be transferred from one department or classification to another department or classification he shall incur no loss of plant seniority.

9.12 In the event of a layoff each Committeeman shall exercise top plant-wide seniority during their respective term of office, provided he is able and willing to do the work assigned to him. It is agreed the Plant Chairman will hold top seniority over the respective Committeemen provided he is able and willing to do the work assigned to him.

ARTICLE X
TRANSFERS

10.01 If an employee be transferred from one department to another he shall incur no loss of seniority; provided that an employee so transferred shall, for a period of fifteen (15) working days after the date of such transfer, retain his seniority in the department from which he was transferred and his seniority shall continue to accumulate therein during such period, and until the expiration of such fifteen (15) working day period he shall acquire no seniority in the department to which he has been transferred.

10.02 Any employee transferred to another classification as a result of applying for a job which has been posted, or who has been promoted to a higher paid job shall attain seniority in the new classification in accordance with paragraph 10.01. However, should the job to which this employee has transferred, be temporarily or permanently discontinued, at any time, he will return to the classification from which he transferred and exercise his seniority in this classification immediately over the junior employee in the classification.

10.03 Any employee transferred from one department to another department due to a physical disability, shall carry his seniority with him and exercise same immediately on transfer to the new department. Transfers under this clause shall be subject to certification of the physical disability by the Company Physician.

10.04 (a) When transfers are required on a line to facilitate production, such transfers will be made as follows:

Transfers to work on other lines within a classification or transfers to other departments within a classification shall first be offered to the most senior employee(s) on the line affected, but in no case to more than three (3) such senior employees. Should the senior employee(s) refuse such transfer then the most junior employee(s) will be transferred unless restricted by proven medical reasons. This paragraph is not intended to offset Management's rights to schedule employees or demote employees in line with seniority due to layoff.

(b) In the event a transfer is required and a line is not affected, the senior employee(s) in the classification affected shall be offered such transfer, but in any case to no more than three (3) such employee(s).

10.05 Employees leaving the Bargaining Unit on or after February 1, 1990 shall retain and accumulate seniority for a period of ninety (90) calendar days. After that period they will not be returned to the Bargaining Unit.

10.06 (a) Any employee temporarily transferred due to a shortage of work will receive his own rate of pay for the balance of the shift. An employee temporarily transferred for other than a shortage of work, such as for the Company's convenience and his job is operated by another employee, will receive his own rate of pay or the rate of the job, whichever is the higher of the two.

(b) A temporary transfer shall be considered as one which is for a period of not more than fifteen (15) working days. This period may be extended by mutual agreement of the parties.

(c) The Company and the Union agree that the interpretation of "Shortage of Work" shall mean when there is a lack of material, equipment to process the work or customer requirements for the product, such shall be considered a shortage of work.

10.07 An employee who requests a transfer will be provided one if he has five (5) or more years of seniority and is capable of performing the work provided he has the seniority and there is an existing opening.

ARTICLE XI LAYOFFS AND RECALL

11.01 When it becomes necessary to reduce the working force, summer student employees will be laid off first followed by probationary employees. The Company agrees, where possible, to give employees five (5) days notice of layoff. The employees are expected to work out such notice.

11.02

- (a) In the event of a layoff in a department for the balance of the shift, the employees affected will be laid off without regard to seniority.
- (b) In the event of a layoff in a department of more than the balance of the shift, summer student employees will be laid off first, probationary employees will be laid off second. An employee (other than a summer student or probationary employee) having more seniority in the department who is displaced shall exercise his seniority in the same department providing he is able and willing to do the work assigned to him and at the rate of pay applicable to the job to which he is assigned.

- (c) Within three (3) working days any seniority employee affected by a reduction of work in a department will be assigned to work which he is able and willing to perform in line with his seniority and at the rate of pay applicable to the job to which he is assigned. The displaced employee(s) will be assigned to work in line with his seniority that is being performed by the most junior employee(s) remaining in the plant and which he is able and willing to perform.

11.03 If there be an increase in the work force after a layoff, employees with seniority will be returned to work in the reverse order in which they were laid off, providing they are able and willing to do the work required of them.

11.04 When an employee is reassigned from his classification and department as a result of a layoff he will retain the right to return to his former classification and department when an opening exists in line with his seniority.

11.05 (a) An employee can refuse first recall providing that he/she has full time employment and;

- (i) can prove to the Company that he/she has full time employment elsewhere;
- (ii) there is an employee(s) on layoff capable of performing the work assignment required, in order of seniority;
- (iii) the duration of work, for recall, will be less than thirty (30) working days.

(b) Employees refusing first recall shall be placed at the

bottom of the recall list for a period of thirty (30) calendar days or until next recall (whichever comes first).

ARTICLE XII
ABLE AND WILLING

12.01 “Able and Willing” throughout this Agreement shall mean that the employee in question shall be able and willing to perform the work which such employee is assigned as efficiently and in the volume required by the Company’s established standards, with normal instruction that an experienced employee in that classification would receive.

ARTICLE XIII
LOSS OF SENIORITY

13.01 Seniority rights of an employee shall cease for any one of the following reasons:

- (a) If the employee quits his employment;
- (b) If the employee is discharged and such discharge be not reversed through the grievance procedure;
- (c) If the employee fails to report for duty for three (3) consecutive working days. (This clause shall not apply if the employee furnishes satisfactory reasons to the Personnel Department for such failure);
- (d) If the employee fails to return to work within five (5) consecutive working days after notification to do so to his address on the records of the Company. (This clause shall not apply if the employee furnishes satisfactory reasons to the Personnel Department for such failure);

- (e) If the employee is not called upon to perform work for the Company for a period of thirty-six (36) consecutive months or for a period equal to his seniority at the date when he last performed work for the Company, whichever shall be the greater;
- (f) If the employee fails to return to work on the first day following the expiration of a leave of absence. (This clause shall not apply if the employee furnishes satisfactory reasons to the Personnel Department for such failure).
- (g) An employee with five (5) or more years seniority who gives the Company written notice of resignation and then decides (prior to the expiration of such notice) to change his mind will have his case reviewed between the Company and the Union.
- (h) An employee who is absent without reasons satisfactory to the Company from the time a written notice of resignation is submitted, will not be allowed to reconsider his termination.

ARTICLE XIV
JOB POSTING

14.01 (a) A vacancy for the purpose of job posting shall mean jobs vacated due to promotions or demotions, an employee leaving the Company's employ, which the Company requires to be filled or the creation of new job(s) other than a job in the machine operator classification. Such vacancy is one which the anticipated duration will be for more than fifteen (15) working days.

(b) Whenever such vacancies occur, employees desiring to be considered for a vacancy to a higher paid job or a

better job with equal pay may submit an application in writing on a form provided by the Company. An employee with three (3) or more years seniority will be considered on a job bid to a lower paying job, but such bids will be restricted to not more than one (1) per year.

(c) Applicants will be selected upon merit, ability and aptitude and when **all** of these are equal, the employee with the greatest seniority will be selected.

(d) A trial period of up to fifteen (15) working days will be given to the successful applicant to prove his ability to do the work under normal conditions and supervision. If he is unsuccessful he will be transferred back to his former classification and department. During such trial period the employee will have the right to return to his former classification and department but, if the latter applies, such trial period shall constitute one (1) job bid under 14.03. An extension **to these** provisions will be permitted if mutually agreed to between the Company and the Union.

14.02 Where a dispute arises regarding the placement of an employee other than the most senior applicant on the job, such applicant or the most senior applicant wishing to dispute the selection will have up to seven (7) working days on the job to prove his ability to do the work under normal conditions and supervision.

14.03 (a) The original opening will be posted on the Company Bulletin Boards for a period of three (3) working days. Employees who have been selected and placed on a job posting shall not be eligible for promotion or transfer on any other job posting more than twice in a twelve (12) month period.

(b) The Company will be able to select additional applicants from a job posting for a specific classification within a period of twenty-one (21) working days, without being required to **repost** such job.

14.04 (a) The employee will receive no less than his rate of pay when accepted for a higher paid **job** or better job.

(b) When accepted for a lower paying job he will receive the top rate of the lower paying job.

14.05 (a) Exceptions to the above clauses shall be on the promotion of employees to supervisory or leader positions. Seniority shall not be used as a basis for request for transfer from one occupational group to another, except when a vacancy occurs, nor as a basis for a request to change nor a refusal to change from one shift to another.

(b) Any delay in the placement of an employee as a result of a job posting beyond one (1) week the reason will be explained to the Plant Chairman.

14.06 In the event an employee wishes to apply for a particular job posting and is on vacation when such posting occurs, the Plant Chairperson will be permitted to submit a job bid on the employee's behalf.

14.07 The Company will furnish the Union with notice of the implementation of new classifications. Any newly established job or classification submitted to the Union by the Company **shall** have only the wage rate subject to negotiations by the parties. If the Company and the Union cannot come to an agreement on the rate, the Union may write the grievance and present it to the Company within thirty

(30) calendar days at the 3rd step of the grievance procedure.

ARTICLE XV
FOREMAN WORKING

15.01 No foreman or employee in a supervisory position shall perform work normally done by employees in the bargaining unit except for the purpose of instruction, experimentation, inspection and in an emergency when employees are not available.

ARTICLE XVI
REPORTING ALLOWANCE

16.01 (a) If an employee reports for work on a regular shift without having been notified previously not to report, he shall be given the full shift hours, or if full shift hours are not available, he shall be offered four (4) hours work, or if no work is available four (4) hours pay at his base rate or earned incentive rate, whichever is applicable. If he refuses the job offered, he will not be paid for time not worked.

(b) This section shall not apply in cases of emergency such as: tornado, flood, snow storm, tire, breakdown in the supply of electric power to the Company plant, activity of enemy agents or interference with the activity of feeder plants or suppliers of materials because of any of the foregoing or any labour dispute, or insufficient help on which to operate.

ARTICLE XVII
CALL BACK PAY

17.01 Employees who are called back to work after leaving the premises of the Company at the completion of their normal shift to work outside of regular hours in order to meet emergency conditions, will receive whichever is the greater of the following:

- (a) Three (3) hours at straight time
- (b) One and one-half (1 1/2) straight time for all hours worked.

ARTICLE XVIII
NO STRIKE OR LOCK-OUT

18.01 No employee shall strike and no employer shall lock-out an employee until the Union has become entitled to give and has given notice under Section 53 of the Ontario Labour Relations Act, Chapter 228 on behalf of the employee to his employer, or in the case of a notice under Section 53 has received such notice, and conciliation services have been granted, and the appropriate time limits have elapsed as provided under Section 79 of the said Act.

18.02 In the event of a dispute between the Company and the employees, the Union agrees that the Company's plant protection staff and office staff and personnel and all other employees not included in the Bargaining Unit will be allowed free and unobstructed entrance into and exit from the Company's premises.

ARTICLE XIX
LEAVE OF ABSENCE

19.01 The Company will grant leaves of absence in writing without pay to employees for legitimate personal reasons, including illness and accident. The Union will be supplied with a list of all employees on leaves of absence. Leaves of absence will not be granted for the purpose of accepting other employment even of a temporary nature except as provided in article 19.03 below.

19.02 Any employee who has been off work due to illness for three (3) or more days shall notify the Personnel Department at least one (1) day prior to returning to work. He shall indicate whether he has a doctor's certification to return or shall request the Company to try and obtain such information from his doctor.

19.03 Up to three (3) members of the Union elected to Union position or selected to do temporary work for the Union will be granted a temporary leave of absence for a period not exceeding three (3) years. Replaceable employees, not exceeding two (2) in number who are members of the Union and are appointed by it to full time positions in the union will be granted leave of absence for a period of up to three (3) years with consideration of renewal. Up to two (2) union members will be granted leaves of absence to attend Union Conventions and Conferences. Upon their return they shall be **re-employed** according to their seniority at work generally similar to that which they did immediately prior to their leave of absence with seniority accumulated during their absence.

19.04 (a) The Company will accept as a satisfactory reason for absence up to six (6) months, an employee's conviction of an offence arising out of the operation of a motor vehicle resulting in a jail sentence or any absence because he is being held in custody pending disposition of the charges against him.

(b) Any conviction over six (6) months will be reviewed by the Union and the Industrial Relations Department.

(c) Any conviction, other than a motor vehicle offence and when an employee is in custody or in prison pending charges, will be reviewed by the Company and the Union.

19.05 (a) Upon written application to and written permission from the Personnel Manager, any employee with five (5) or more years seniority and who has been elected to a Public Office will be granted a leave of absence.

(b) Such leave of absence shall be for a period of his or her first full term in such office.

(c) Any extension of the above must be so requested by the person affected.

ARTICLE XX BULLETIN BOARDS

20.01 (a) The Company agrees that the Committees may use the Notice Board in the Plant for the purpose of calling Union Meetings, recreational, social activities and results of elections,

(b) The Management reserves the right to remove any notice that has been on the Board for over ten (10) days, providing it is after the date of the event.

ARTICLE XXI
HOURS OF WORK

21.01 The regular work week shall consist of forty (40) hours and comprise of eight (8) hours per day, Monday through Friday inclusive, and shall not be construed as a guarantee of hours of work per day, per week, or as days per week.

21.02 The regular day shift shall commence at 7:00 a.m. with a lunch period of thirty (30) minutes without pay.

21.03 The regular afternoon shift shall commence at 3:30 p.m. with a lunch period of thirty (30) minutes without pay.

21.04 It is **recognized** that the Company has, and requires special shifts to operate efficiently, these shifts may remain in effect during the term of this Agreement.

21.05 In the event that a third shift is necessary, the plant will work three (3) eight (8) hour shifts, with a twenty (20) minute lunch period paid by the Company.

21.06 The Union agrees to co-operate with the Company in connection with the transfer of employees from one shift to another, to ensure that an adequate number of employees shall be available to properly operate such shift.

ARTICLE XXII
OVERTIME

22.01 (a) The Company agrees insofar as it is possible and practicable to **equalize** overtime hours among the employees in the same classification within a calendar year providing the employee can perform the job in an efficient manner.

(b) Employees entering the classification shall assume the highest amount of overtime hours in that classification (excluding committeemen/alternates).

22.02 (a) Overtime records will be posted each week and a copy given to the Plant Chairman. A record of accumulated overtime will be posted every month and a copy given to the Plant Chairman.

(b) In the event overtime is to be scheduled, wherever possible those asked will start from the lowest overtime man in the classification to the next lowest. Overtime refused by an employee shall be charged as overtime worked; employees not available will be charged as overtime worked.

(c) Any employee who agrees to work overtime but who does not report for overtime work will be charged double the overtime hours he would have otherwise worked.

(d) Any employee who is asked to work Saturday, Sunday or Paid Holidays after 2:30 P.M. on Friday and refuses, such employee will not be charged unless such overtime was of an emergency nature.

22.03 When five (5) or more employees are required to work overtime in a department, the Committeeman/Alternate responsible for representation of that department will be one of the employees offered overtime work provided he is able and willing to do the work available.

22.04 The Company will pay time and one-half (1 1/2) an employee's base hourly rate or earned incentive rate, whichever is applicable for all time worked over eight (8) consecutive hours.

22.05 The Company will further pay time and one-half (1 1/2) an employee's base hourly rate or earned incentive rate, whichever is applicable, for all hours worked over 40 hours in a calendar week. The Company will further pay time and one-half (1 1/2) of an employee's base hourly rate, or earned incentive rate, whichever is applicable for all time worked on Saturdays to the extent that such time is not part of an employee's Friday shift. The Company will further pay double time of an employee's base hourly rate or earned incentive rate, whichever is applicable, for all time worked on Sundays to the extent that such time is not part of an employee's Saturday or regularly scheduled shift. Further, allowance for overtime payment on an hour excludes that hour from consideration for overtime payment on any other basis.

22.06 The Company will provide a ten (10) minute rest period prior to starting two (2) hours or more of scheduled overtime.

22.07 Summer student and probationary employees will not be assigned to overtime work until all seniority employees have been either scheduled or asked to work in their

classification. Upon completion of their probationary period, new employees will accumulate the highest overtime in their group excluding the Committeeman.

ARTICLE XXIII
SHIFT EXCHANGE AGREEMENT

23.01 Employees desiring to mutually exchange shifts will be required to meet the following requirements:

1. Only employees in the same classification may exchange shifts provided both employees can perform the respective jobs,
2. Employees desiring to exchange **shifts** will present to their foreman a written request five **(5)** working days prior to the shift change being effectuated.
3. The written request will contain the names, clock numbers of the affected employees involved in the exchange and their signatures.
4. The duration of the exchange will be for a six **(6)** month period.
5. Any changes in the work schedule will cancel the mutual shift exchange agreement.
6. The Company will **endeavor** where practical to accommodate employees who wish to mutually exchange shifts but it remains the Company's prerogative to deny or cancel such requests when the departments needs are impaired in any

way or if there is any objection by other employees within the classification or department, or by the Union.

7. Any employees participating in the exchange who suffers any inequity of earnings or any other provision or benefit because of the exchange; such matters will not be subject for complaint. On the other hand should the exchange have an adverse effect on any other employee(s) or give cause to contravention of any provisions of the Collective Agreement the right of the individual's exchange shall be disallowed.

Shift Premium

23.02 The Company agrees to pay a second shift premium of fifty (50¢) cents per hour and third shift premium of fifty-five (55¢) cents per hour for hours worked on such regularly scheduled shifts and for hours worked only on scheduled Saturdays and Sunday shifts.

ARTICLE XXIV VACATION **PAY**

24.01 Each eligible hourly rated employee in the Bargaining Unit will receive vacation pay for each year ending June 30th on the following basis:

Up to 1 year's service — 4% of employee's year's earnings.

1 year to 3 years' service — 4% of employee's year's earnings — 2 weeks vacation.

3 years' to 5 years' service — 5% of employee's year's earnings — 2 weeks vacation — 1 week optional.

5 years' to 10 years' service — 6% of employee's year's earnings — 3 weeks vacation.

10 years' to 15 years' service — 7% of employee's year's earnings — 3 weeks vacation — 1 week optional.

15 years' to 20 years' service — 8% of employee's year's earnings — 4 weeks vacation.

20 years' to 25 years' service — 9% of employee's year's earnings — 4 weeks vacation — 1 week optional.

Over 25 year's service — 10% of employee's year's earnings — 5 weeks vacation.

24.02 The Company will post a notice each year by February 14, advising employees of the tentative vacation period.

24.03 Employees will be granted two (2) consecutive weeks of their vacation entitlement. Any employee entitled to more than two (2) weeks will be granted such additional entitlement as follows: the Company will schedule vacations during the vacation year with due consideration of the employee's request.

24.04 Employees must take their entitled vacation each year.

24.05 When a Paid Holiday as outlined in Article XXV falls within an employee's scheduled vacation, he will be

given an additional day for such Paid Holiday at the end of such scheduled vacation.

24.06 Employees will only receive their vacation pay cheques when they take their vacation entitlement. Employees taking their vacation before the normally scheduled plant shutdown must state on the vacation request form if they want their vacation pay at this time.

Vacation Allowance Credit

24.07 Where an employee has been on Workers' Compensation or Sickness and Accident Benefits for a continuous period of three (3) or more months during his vacation eligibility year and has also worked three (3) or more months during such period, will be entitled to receive a vacation allowance credit for a period on Workers' Compensation or Sickness and Accident according to the following formula:

(1) Earnings will be calculated, for the period of disability, based on his/her average weekly rate on the last full week he/she worked (less overtime).

(2) Those average earnings will be multiplied by the number of full weeks lost and multiplied by the applicable vacation percentage.

ARTICLE XXV HOLIDAYS

25.01 Paid Holidays are as follows:

1st Year 1990 — 1991 (13)
Good Friday — April 13, 1990
Victoria Day — May 21, 1990

Dominion Day -- July 2, 1990
Civic Holiday -- August 6, 1990
Labour Day -- September 3, 1990
Thanksgiving Day -- October 8, 1990
Christmas Holiday -- December 24, 1990
Christmas Holiday -- December 25, 1990
Christmas Holiday -- December 26, 1990
Christmas Holiday -- December 27, 1990
Christmas Holiday -- December 28, 1990
Christmas Holiday -- December 31, 1990
Christmas Holiday -- January 1, 1991

2nd Year 1991 -- 1992 (14)

Good Friday -- March 29, 1991
Victoria Day -- May 20, 1991
Dominion Day -- July 1, 1991
Civic Holiday -- August 5, 1991
Labour Day -- September 2, 1991
Thanksgiving Day -- October 14, 1991
Christmas Holiday -- December 23, 1991
Christmas Holiday -- December 24, 1991
Christmas Holiday -- December 25, 1991
Christmas Holiday -- December 26, 1991
Christmas Holiday -- December 27, 1991
Christmas Holiday -- December 30, 1991
Christmas Holiday -- December 31, 1991
Christmas Holiday -- January 1, 1992

3rd Year 1992 -- 1993 (13)

Good Friday -- April 17, 1992
Victoria Day -- May 18, 1992

Dominion Day — July 3, 1992
Civic Holiday — August 3, 1992
Labour Day — September 7, 1992
Thanksgiving Day — October 12, 1992
Christmas Holiday — December 24, 1992
Christmas Holiday — December 25, 1992
Christmas Holiday — December 28, 1992
Christmas Holiday — December 29, 1992
Christmas Holiday — December 30, 1992
Christmas Holiday — December 31, 1992
Christmas Holiday — January 1, 1993

If Heritage Day (Canada Day) is proclaimed as a holiday, the Civic Holiday where specified above, shall be cancelled.

25.02 All employees with seniority covered by this Agreement, shall be paid eight (8) hours pay for the holidays as outlined in Clause 25.01.

If day workers, at **their** regular hourly rate and if piece workers at their average earned rate, excluding overtime, established by the pay period the employee worked immediately preceding the holiday. In the event the above paid holidays fall on a Saturday or Sunday, the following Monday will be observed as the holiday, or another day by mutual agreement unless decreed otherwise by Government Legislation.

25.03 (a) Qualifications for payment are that such employees must work the full shift hours the working day preceding and immediately following any such holiday, unless he has a justifiable excuse for failing to do so.

(b) Where an employee misses one (1) qualifying day during the Christmas Shutdown he will be ineligible for one (1) paid holiday, if both qualifying days are missed for the Christmas Shutdown, he shall then forfeit two (2) paid holidays for that period and shall be paid for the remaining holidays.

25.04 In the case of certified illness or leave of absence for Union Business, an employee will receive his full paid holiday pay if he is absent from the plant for a period not exceeding thirty (30) calendar days inclusive of the paid holiday.

25.05 For any time worked on the above paid holidays, he will be paid at the rate of time and one-half (1 1/2) plus normal holiday pay, to the extent that the hours worked are not part of his shift of the day before the holiday or of his shift of the day after the holiday.

25.06 For the purpose of this Agreement, and for night shift workers, the shift commencing on the evening of the holiday shift shall be recognized as the holiday shift for which any overtime rates will apply, and not the shift commencing on the evening before the holiday.

25.07 After an employee attains seniority, he will be paid retroactively for all holidays which occurred during his probationary period provided he qualified in accordance with Clause 25.03 and will receive payment for such holidays on the regular pay period following completion of his probationary period.

BIRTHDAY OPTION

22.08 (a) Employees will be provided with one (1) option birthday during each year of this Agreement and shall be paid eight (8) hours for such day at their regular hourly rate, if day workers (excluding shift premium and overtime) or if piece workers at their average earned rate (excluding shift premium and overtime).

(b) Such birthday may be taken as time off with pay or at the employee's option may be worked thus providing the employee with an extra eight (8) hours pay for that day.

(c) If the employee's birth date is a Saturday, the employee's option day will be the prior Friday.

(d) If the employee's birth date is a Sunday, the employee's option day will be the following Monday.

(e) In order for employees to qualify for such days, the following requirements must be met:

- (1) The employee must have one (1) year's seniority as of the date of his birthday.
- (2) The employee will be required to notify the Personnel Department on forms provided by the Company if the employee desires to take his birthday as a day off.
- (3) The written notification must be submitted seven (7) working days in advance of the option to take the day off.

- (4) If the employee takes their birthday off without proper notification as specified above, the employee will forfeit the pay he normally would have received had he properly exercised his option.
- (5) A seniority employee absent without a justifiable excuse on either the day before or the day after a scheduled birthday shall be ineligible to receive pay for that option birthday.
- (6) Seniority employees must be on the active payroll in order to be eligible to exercise their rights for option birthdays in accordance with the above procedure.
- (7) An employee who is called in to work on his birthday and who works shall receive pay as provided in Article XXV, Section 25.02 of this Agreement, for the hours worked in addition to his pay for the option birthday.
- (8) If an employee's birthday is on a paid holiday that falls on a Friday, the employee's option day will be Thursday. If an employee's birthday is on a paid holiday that falls on a Monday, the employee's option day will be a Tuesday.
- (9) Where the provisions of this plan create new problems in administration, the local parties will make a good faith effort to agree upon any required changes to resolve such problems.
- (10) A "birthday" occurring during the Christmas Shutdown or Vacation Shutdown will be paid without option at the appropriate rate provided under this birthday option plan.

ARTICLE XXVI
INJURY ALLOWANCE

26.01 An employee injured on the job shall be paid at his applicable rate for the balance of his shift on which the injury occurred, or on the first occasion only on a subsequent shift, if as a result of such injury the employee is sent home or to an outside hospital by instructions of the attending medical officer or the Company's first aid attendant.

26.02 Notwithstanding their position on the seniority list, employees sustaining injury at work or becoming affected by an occupational disease during the course of their employment and who are physically handicapped as a result thereof, will be given such suitable employment by the Company as is available, providing that the normal application of seniority is not violated.

ARTICLE XXVII
REST PERIODS

27.01 Employees shall be allowed a rest period of ten (10) minutes during each half shift. In the event of three (3) shifts, the Company and the Union will negotiate different rest periods.

ARTICLE XXVIII
WASH-UP PERIOD

28.01 The Company will allow a period of five (5) minutes for the purpose of washing up and putting away tools immediately prior to the end of each half shift. In lieu of the five (5) minute wash-up period at the end of the regular shift, any employee working overtime shall take such

wash-up period at the conclusion of his overtime assignment.

ARTICLE XXIX
INSURANCE, HEALTH & MEDICAL BENEFITS

29.01 Exhibit “C” which forms part of this Agreement contains the insurance program for employees and their eligible dependents.

ARTICLE XXX
BEREAVEMENT PAY

30.01 (a) In the event of a death in the immediate family of the employee (father, mother, stepparents, current spouse or common-law spouse, son, daughter, son-in-law, daughter-in-law, brother, sister, grandparents, grandchildren, parents/stepparents of his/her current spouse, brother or sister of his/her current spouse, stepchildren, stepparents and half brothers and half sisters), he/she will be permitted time off duty with pay at day rate, provided the employee is able to and does attend the funeral.

(b) The length of such absence with pay shall be up to, but not exceeding three (3) working days (one (1) working day in the case of a grandparent of the employee’s current spouse or your brother-in-law/sister-in-law) providing the employee has worked for the Company for thirty (30) days. Payment for such bereavement leave shall not exceed eight (8) hours pay for each day of entitlement.

30.02 If an employee has a death in the immediate family as outlined in Clause 30.01 and the death occurs outside

the Province of Ontario and he is unable to attend the funeral he will be granted one (1) day bereavement with full pay.

ARTICLE XXXI
JURY DUTY

31.01 Any employee with seniority who is called and reports for Jury Duty or Subpoenaed Witness shall be paid the difference between the Statutory pay for such duty and the employee's regular hourly rate or average earned rate, whichever is applicable.

31.02 When called as a Juror or Subpoenaed Witness, the employee must advise the Company at once.

31.03 The Company's obligation to pay an employee for Jury Duty or Subpoenaed Witness shall not exceed eight (8) hours pay for each day of entitlement.

ARTICLE XXXII
COST OF LIVING ALLOWANCE

32.01 With regard to employees covered by this Agreement, effective on ratification, One Dollar (\$1.00) shall be added to and become part of the occupational rate of each classification (except incentive base rates) in effect on the date, leaving a One Dollar and forty-four (\$1.44) cent float.

32.02 (a) All employees in the **Bargaining Unit** covered by this Agreement shall be subject to the following cost of living formula determining the cost of living allowance as set forth below for all hours worked.

(b) A table will be established outlining the Consumer Price Index Change.

32.03 (a) First adjustment in cost of living allowance will be March 1990. The March 1990 adjustment shall be based on the amount of C.P.I. three (3) month average for November and December 1989 and January 1990 exceeding the C.P.I. three (3) month average for August, September and October 1989. Thereafter, adjustments will be based as provided for in Article 32.04 below.

(b) Adjustments will be made in accordance with the 1971 C.P.I. $.3 = 1\text{¢}$.

32.04 Effective Date of Adjustment, First Pay Period, beginning on or after:	Based on Statistics Canada Consumer Price Index Average For The Following Three Months:
June 15, 1990, 1991 and 1992	February, March and April
September 15, 1990, 1991 and 1992	May, June and July
December 15, 1990 and 1991	August, September and October
March 5, 1991 and 1992	November, December and January

32.05 The amount of any cost of living allowance in effect at the time shall be included in computing holiday pay, call-in pay, jury duty pay, bereavement pay and vacation pay.

32.06 In the event that Statistics Canada does not issue the appropriate Consumer Price Indexes on or before the beginning of one of the pay periods referred to in Clause **32.03** and **32.04**, an adjustment in the allowance required by such appropriate Index shall be effective at the beginning of the **first** pay period after the Index has been **officially** published,

32.07 No adjustments, retroactive or otherwise, shall be made due to any revisions that may later be made in the published figures for the Statistics Canada Consumer Price Index for any month on the basis of which the allowance has been determined.

32.08 The continuance of the cost of living allowance shall be contingent upon the availability of the official monthly indexes published by Statistics Canada in their present form and calculated on the same basis as the indexes for January, **1990** unless otherwise agreed upon by the parties. If such agency changes the form or basis of calculating its Consumer Price Index, and such index is required to determine the Cost of Living Allowance pursuant to the provisions of this Agreement, the parties agree to request such agency to make available, for the life of this Agreement, a monthly Consumer Price Index in its present form and calculated on the same basis as the index for February, **1990**. If Statistics Canada cannot supply an index as above, the parties will meet to negotiate an equitable manner for consideration for the remaining **C.O.L.A.**

32.09 Payment of cost of living will be included in the employee's regular pay cheque in amounts as provided for in the foregoing determination.

32.10 Starting with the March, 1990 COLA quarter, the Company will permanently retain two (2¢) cents per quarter until twenty-two (22¢)cents is attained.

ARTICLE **XXXIII**
MOVING ALLOWANCE

33.01 In the event the Company elects to move a **department**, or departments, or the entire plant to a new location, which results in the laying off of seniority employees, employees who are out of work as a result of such transfer may, within thirty (30) days elect to be transferred to the new plant and shall carry with them their seniority and seniority rights and fringe benefits, including S.U.B., Pensions, Life Insurance, Medical Coverage, **Hospitalization**, Sick and Accident Benefits, Drug and Dental Plan, paid holidays as outlined in Article XXV and vacation with pay to the new plant for the life of this Collective Agreement, which expires February 4, 1993.

33.02 An employee whose seniority is transferred after February 5, 1990 to the new location will be paid a Moving Allowance provided that:

- (a) The plant to which the employee is to be relocated is at least fifty (50) miles from the plant from which his seniority transferred and;
- (b) as a result of such relocation, he changes his permanent residence, and;
- (c) he makes application within six (6) months after assuming his new permanent residence in the area of this plant to which he was relocated in accordance with the procedures established by the Company.

33.03 The amount of Moving Allowance will be determined as follows:

Kilometers Between Plants	Moving Allowance Amount	
	Single Employees	Married Employees
80 - 159	\$ 665	\$1470
160-479	\$ 740	\$1620
480-799	\$ 800	\$1700
800-1599	\$ 965	\$2010
1,600 or more	\$1120	\$2310

33.04 In the event an employee who is eligible to receive a Moving Allowance under these provisions is also eligible to receive a Moving Allowance or its equivalent under any present or future Federal or Provincial legislation, the amount of Moving Allowance provided, when added to the amount of Moving Allowance provided by such legislation shall not exceed the maximum amount of the Moving Allowance the employee is eligible to receive under the provisions of this paragraph.

33.05 Only one Moving Allowance will be paid where more than one member of a family living in the same residence are relocated.

**ARTICLE XXXIV
SKILLED TRADES**

34.01 (a) Skilled Trades for the purpose of this Agreement shall be as follows:

Electrician
Electrician (Electronics)

Millwright
Machine Repairer
Toolmaker/Tool & Die Maker
Tool and Cutter Grinder
Stationary Engineer 2nd Class
Stationary Engineer 3rd Class
Stationary Engineer 4th Class
Lead Hands (Skilled Trades)

- (b) In the event of the introduction of new classifications of Skilled Trades, the Company will notify the Union of same, and in the event of disagreement the Union will have the right to take same through the Grievance Procedure.

34.02 Seniority in the Skilled Trades Department shall be by occupation or trades within a department or group of departments. Seniority lists shall be by basic trades or classification.

34.03 (a) Employees presently working under classification or group listed under Clause 34.01 (as of 1st of February, 1969) shall have their total seniority in their trade classification or group.

(b) Future employees entering the trades classification or group shall have date of entry seniority in the skilled trades as listed under Clause 34.01.

34.04 (a) Production workers will not carry seniority into the trades or classifications listed under Clause 34.01 nor will skilled trades workers exercise seniority in production or non-production groups except where a classifica-

tion listed under 34.01 is discontinued or eliminated.

- (i) Such employee will then exercise his total Company seniority for the purpose of displacing a junior employee in the classification for which he is qualified, or shall exercise all of his Company seniority in the general production, or non-production groups under this Agreement.
- (ii) Should a skilled trades employee become medically unfit and unable to follow his skilled trades both the Company and the Union will co-operate in **endeavoring** to place such employee on a job he is capable of performing. However, if placed in a non-skilled classification he shall then forfeit all skilled rights within the skilled trades.

(b) Journeymen/women hired after an Apprentice is hired shall be laid off before the Apprentice.

34.05 The term "journeyman/woman" as used in this Agreement shall mean any person:

- (a) who presently holds a journeyman/woman's classification in a skilled trades occupation or
- (b) who has served a bona-fide apprenticeship of four (4) years - 8,000 hours and holds a certificate which substantiates his claim of such services, or
- (c) who has eight (8) years of practical experience in the skilled trades classification in which he claims journeyman/woman's designation and can prove same. A U.A.W. or C.A.W. Journeyman/woman's Card will be accepted as proof.

(d) Proof of journeyman/woman status will be shown to the Skilled Trades Committeeman prior to a journeyman/woman's hiring.

34.06 Any further employment in the skilled trades occupation, after signing of this Agreement, shall be limited to journeymen/women and apprentices.

34.07 (a) During any period when journeymen/women are unavailable, it is agreed that non-journeymen/women employees whose duties shall be to assist **journeymen/women** may be hired or reclassified on a temporary basis to supplement the work force in a skilled trades classification and shall be known as a supplemental employee for present employees and new supplemental employees for new hire.

(b) Vacancies for supplemental help which will be for fifteen (15) days or more will be posted for applications. Employees will be selected under the requirements of Article 34.07.

(c) The opportunity to work as a supplemental employee shall be offered first to seniority employees, who have proven their ability to the Company through relative experience, second to any laid off employee with seniority who has the present ability or an adaptable skill to do the work. If there are no laid off employees eligible, new employees may be hired on a temporary basis.

(d) When a journeyman/woman becomes available either by hire, transfer, or graduation of an apprentice in a skilled classification to which a supplemental employee has been assigned, such journeyman/woman will replace the supplemental employee who shall then be returned to his original department.

(e) A supplemental employee shall not accumulate seniority within the skilled trades classification, but shall accumulate plant-wide seniority to return to his former job, or to apply for vacancies in the plant as provided elsewhere in this Agreement.

(f) Supplemental employee shall receive ten (10¢) cents per hour below journeyman/woman's wage rate of the classification or trade.

(g) Temporary when used in this Article shall be for a period of five (5) to thirty (30) working days. This period may be extended by mutual agreement for an additional thirty (30) working days or until a journeyman/woman becomes available.

34.08 In the event of an increase or decrease in the force in any skilled trades group or classification as designated in Clause 34.01 the following procedure shall apply:

(a) First supplemental, second probationary employees will be laid off from their skilled trades group or classification.

(b) If any further employees are to be reduced from any skilled group or classification as listed in Clause 34.01, such employees will be laid off or transferred in order of their seniority from such skilled trades group or classification.

(c) it is understood that on the application of seniority within a seniority group the employee must be qualified as per Clause 34.05:

(d) Employees affected by a layoff or cut-back in manpower as per (a) and (b) above shall be offered preferential employment over new hires to fill an open requisition at the Company Employment Office.

34.09 Recalls shall be made in reverse order of layoffs.

34.10 Promotions or transfers to higher paid or better jobs with equal pay within a skilled trade shall be based on the qualifications necessary as a journeyman/woman for such jobs. When these factors are equal the employee with the greater seniority will be given preference.

34.11 (a) A lead hand of skilled trades employees shall be defined as one who is a skilled trades employee, who while engaged in his regular skilled trades occupation, leads or processes the work of two or more employees;

(b) Only a journeyman/woman shall be considered as a lead hand in his respective trade, on the understanding that this does not prohibit such lead hand from leading other skilled trades group.

(c) The rates for lead hands of skilled trades employees shall be as follows:

- (i) 15¢ per hour when working with a Foreman at work.
- (ii) 25¢ per hour when working without a Foreman at work.

34.12 (a) The Company agrees to provide a theft insurance policy to cover **recognized** tools of the trades for skilled

trades employees up to a lifetime maximum of **\$3,000.00** with no deductible.

(b) Each employee will submit a list of tools to the Personnel Department.

(c) Tools which are owned by the skilled tradesmen/women and which list of tools have been submitted to the Personnel Department, the Company agrees to replace these tools if they become broken in the performance of work for the Company.

(d) When metric tools and calibrated measuring instruments are required the Company will make such tools and measuring instruments available for skilled trades employees in the performance of their work. Such tools will be available in the stockroom and charged out to skilled trades employees when they have need for them.

(e) This does not preclude the use of conversion tables or any other alternate means of changing to the metric system in place of **utilizing** tools or calibrated measuring instruments, nor does it alter the present requirement that skilled trades employees provide their own tools necessary to perform their duties except as provided in the foregoing paragraph.

34.13 All work performed in the skilled trades shall be done by employees who are covered by classification and rates as outlined in this Agreement between the Company and the Union. Notwithstanding the above paragraph, it is understood, that if there is not sufficient work to keep an employee listed under Clause **34.01** gainfully occupied at his own work for eight (8) hours per day, he will be

permitted to assist any other employee listed under Clause 34.01 until such time as there is work available to him in his own classification. This, however, does not change the seniority provisions under Clause 34.02.

34.14 The Company will extend advanced training to cover technological advances that have taken place within his skilled trades classification as applicable in the Beards Lane Plant, Woodstock, Ontario.

34.15 (a) All overtime work is to be on a voluntary basis and is to be **equalized** to those employees within the classifications required to work. The Company will supply a list of employees working to the Committeeman of the department and the Company will maintain a record of all overtime in the department.

(b) Notwithstanding the above, if the employees necessary to perform necessary overtime maintenance functions, refuse such overtime, then the employees of skilled trades from the bottom of the seniority list must perform such overtime work.

34.16 The Company agrees shifts in the skilled trades will be on a rotating basis unless mutually agreed otherwise.

34.17 "All Skilled Trades" employees covered under Clause 34.01 of this Supplemental Agreement shall have the amount of one-half (1/2) hours pay per year deducted from their pay in the month of January of each year to be submitted to the Financial Secretary of Local 636, C.A.W., along with a list of names for each deduction.

34.18 The Company agrees rates specified in the skilled

trades are minimum rates and the Company shall have the right to grant, on employee request, an increase over the rate stated in the schedule of wages-the Union shall be notified of any such increase.

34.19 Where possible the Company will utilize organized contractors to perform work within the plant.

34.20 Nothing in this Agreement shall be construed so as to deprive any employee of skilled trades of any right, privileges — such as insurance, pension, S.U.B., holiday or vacation pay, etc., that are covered in the body of this Agreement.

34.21 There shall be no numerical or alphabetical classifications within the skilled trades and equal rates will be paid for all classifications.

34.22 The provisions governing recognition, representation and working conditions peculiar to the skilled trades classifications shall apply to those classifications listed in Clause 34.01.

34.23 No skilled tradesman/woman will be required to repair, weld or adjust any machinery while it is operating, if there is a risk of injury, unless such adjustment is an integral part of such repair while the machinery is in operation. Whenever required for proper repair or safety of skilled trades employees, the machine areas will be reasonably cleaned before repairs are undertaken. The parties agree this will not be abused as to the degree of cleanliness.

34.24 The Apprenticeship Agreement (Appendix 'D') is considered part of this Article XXXIV covering

apprentices in the Electrician — Plant Maintenance, Machine Repair (Millwright) and Toolmaker/Tool & Die Maker trades.

34.25 The Skilled Trades Committeeman and/or his Alternate will have the right to meet with the Company representative at a mutually agreeable time to try and resolve any skilled trades dispute that may arise rather than other designated Union representatives.

ARTICLE XXXV
INCENTIVE PLAN

35.01 The Company retains the right to institute an incentive plan. Any incentive plan will not be inconsistent with the provisions of this Agreement. Before instituting an incentive plan the Company will discuss such plan with the Union.

ARTICLE XXXVI
HEALTH AND SAFETY

36.01 (a) The Company shall continue to make all reasonable provision for the safety and health of the Company's employees during the hours of their employment.

(b) Protective devices, wearing apparel and other equipment necessary to properly protect employees from injury shall be provided by the Company, in accordance with the practice now prevailing in each separate department, and the Union will co-operate with the Company in seeing that such protective devices etc., are properly used.

36.02 The Company will supply safety prescription glasses to employees free of charge provided they are purchased from an approved Company source.

Safety Committee

36.03

- (a) The Safety Committee shall be composed of three (3) members of Management and three (3) members of the Bargaining Unit. The Committee shall make recommendations concerning safety rules and practices to Management.
- (b) Up to three (3) alternate Bargaining Unit employees will be **recognized** to replace regular Bargaining Unit Safety Committee Members who are absent due to Vacation, Sick and Accident, Workers' Compensation or Leave of Absence.

Safety Shoes

36.04

- (a) Effective February 5, 1990 the Company will pay up to seventy (\$70.00) dollars towards the purchase of one (1) pair of safety shoes once per year. This article shall not be construed as a guaranteed amount and consequently safety shoes purchased for less than seventy (\$70.00) dollars by any employee will not qualify such employee to any consideration by way of financial reimbursement or credit. It is further understood that such safety shoes must be purchased before financial consideration is entertained.
- (b) Effective February 4, 1991, the Company will pay up to seventy-five (\$75.00) dollars towards the purchase

of one (1) pair of safety shoes once per year. This article shall not be construed as a guaranteed amount and consequently safety shoes purchased for less than seventy-five (\$75.00) dollars by any employee will not qualify such employee to any consideration by way of financial reimbursement or credit. It is further understood that such safety shoes must be purchased before financial consideration is entertained.

- (c) Effective February 3, 1992 the Company will pay up to eighty (\$80.00) dollars towards the purchase of one (1) pair of safety shoes once per year. This article shall not be construed as a guaranteed amount and consequently safety shoes purchased for less than eighty (\$80.00) dollars by any employee will not qualify such employee to any consideration by way of financial reimbursement or credit. It is further understood that such safety shoes must be purchased before financial consideration is entertained.

36.05 New employees will be reimbursed for safety shoes upon successful completion of their probationary period in accordance with Article 36.04 and provided a receipt for the safety shoes is produced.

36.06 On employee request, personal medical information will be made available to family physician.

ARTICLE XXXVII
INVENTORY AND VACATION SHUTDOWN PAY

37.01

- (a) Employees required to take inventory will be paid their regular rate of pay.

- (b) Employees required to work during the vacation shut-down period will receive their regular rate of pay if production is scheduled if not, he will be paid the rate of machine operator.

ARTICLE XXXVIII

A PROGRAM OF PAID EDUCATION LEAVE

38.01 The Company agrees to pay into a special fund one cent (1¢) per hour per employee for all hours worked for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee's skills in all aspects of Trade Union functions. Such monies are to be paid on a quarterly basis into a trust fund established by the National Union, C.A.W. and sent by the Company to the C.A.W. Leadership Training Program, P.O.Box 897, Port Elgin, Ontario, N0H 2C0.

38.02 The Company further agrees that members of the Bargaining Unit selected by the Union to attend such courses, will be granted a leave of absence without pay for up to twenty (20) days of class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. It is understood with respect to the number of employees selected for training, that the Company will not be deprived of the skills necessary to maintain normal production operations. Employees on paid leave of absence will continue to accrue seniority and benefits during such leave.

ARTICLE **XXXIX**
PREFERENTIAL HIRING

39.01 In the event an employee at Beards Lane with seniority, is permanently laid off, such employee will be given preference over applicants for employment at the other Woodstock Division operation provided the employee makes written application for preferential hiring within fifteen (15) calendar days from the date of his most recent notice of layoff.

39.02 Applicants for preferential hiring must meet all of the hiring requirements at the other plant where employment is offered and if hired shall be subject to the provisions of the Collective Bargaining Agreement at that plant.

39.03 Upon recall from the Plant, laid off employees shall have the option of returning to their original plant and all seniority at the secondary plant will be cancelled. If any employee elects to remain at the secondary plant, all seniority accumulated at the original plant will be cancelled. Employees are expected to work out the balance of available time prior to first day of recall.

39.04 An employee who applies for preferential hiring and is offered employment at the other plant must report for work within 5 days from the date he is notified that a job is available for him. If the employee fails to report for work within such five (5) day period he shall not be eligible for further preferential hiring.

39.05 Employees accepted for hire under these preferential hiring provisions or the provisions of Article 34.08 (c)

will not be subject to the benefit and pay reductions which other new hires would be subject to.

ARTICLE XL
APPENDICES AND PLANS

40.01 All appendices and exhibits (Non Contributory Pension Plan, Supplemental Unemployment Benefit Plan, Separation Plan and Automatic Short Week Plan) form part of this Agreement. It is agreed by both parties to this Agreement that no matter respecting the provisions of these plans or amendments thereto shall be subject to the Grievance Procedure established in this Agreement.

40.02 In respect of the 1981 Supplemental Unemployment Benefit Plan, Separation Payment Plan and Automatic Short Week Benefit Plan, the parties to the Collective Agreement (of which these plans form part of) agree to extend the terms of said agreements which covered the period February 1981 through January 31, 1984 to February 4, 1993.

ARTICLE **XLI**
TUITION REIMBURSEMENT

41.01 The Company will reimburse employees to a maximum of five hundred dollars (\$500.00) for tuition for the successful completion of a course, applicable to his employment, taken on his own time to upgrade himself. Such courses must be approved by the Personnel Department before the employee enrolls for such course to be eligible for this reimbursement.



ARTICLE **XLI**
DURATION OF AGREEMENT

42.01 This Agreement shall be in full force and effect from the 5th day of February, 1990 to 11:59 p.m., the fourth day of February 1993, and shall thereafter continue for a further period of one (1) year unless not more than ninety (90) days or less than thirty (30) days before the expiration date either party shall give written notice to the other party that it desires revision, modification or termination of this Agreement at its expiration date.

IN WITNESS WHEREOF THE SAID PARTIES HAVE
HEREUNTO SIGNED

For KELSEY-HAYES CANADA LIMITED, BEARDS
LANE PLANT:

R. S. Smith
B. L. West
J. Oldford
J. Carter
G. Drake

For THE NATIONAL UNION, Canadian Automobile,
Aerospace and Agricultural Implement Workers , C. A. W.,
Local 636, Woodstock, Ontario:

J. Flynn
R. Gerrie
M. Birmingham
R. Turner
R. Huntley
L. Leonhardt

DATED AND SIGNED THIS 11TH DAY OF MAY,
1990.

WAGE SCHEDULE — APPENDIX "A"

Effective February **5, 1990**

Direct Classifications	
Machine Operator	\$14.02
Auto Paint Systems	14.02
Weld and Balance — Cast Wheel	14.07
Salvage & Repair — Inspection Department	14.12
Excello Operator	14.12
Bullard V.T.L. Operator	14.17
Bullard Multimatic Operator	14.23
Transfer Machine Operator	14.23
Numerically Controlled Lathe Operator	14.23
Manual Finisher Operator	14.28
Indirect Classifications	
Janitor	14.02
Material Control Clerk	14.02
Lift Truck Operator	14.07
Oiler	14.17
Highway Tractor Driver	14.26
Inspector — Floor	14.41
Set Up Man	14.46
Tool Grind	14.68
Stationary Engineer — Class 4	16.65
Stationary Engineer — Class 3	16.65
Stationary Engineer — Class 2	16.66
Millwright	16.65
Electrician	16.65
Machine Repairer	16.65
Tool and Cutter Grinder	16.65
Toolmaker/Tool & Die Maker	16.65
Electronic Technician	17.00

New Hire Rate: With the exception of those classifications listed in Article 34.01 (a), start rate at 80% of base rate: add 5% after every 13 full weeks to reach 100% of base after 52 full weeks; COLA payable in addition.

Lead Hands to be paid 15¢ per hour over regular rates.

Machine Operator and Set Up: If an operator is required to make a change-over or is required to assist the set up man to make a change-over, the Company agrees to pay set up rate for hours worked. However, it is part of the operators job to make necessary adjustments to maintain the set up during that production run.

Employees reassigned or transferred due to a successful job bid shall receive 10¢ below the top rate. The employee shall automatically progress to the top rate in 90 days.

WAGE SCHEDULE — APPENDIX “B”

Effective February **4, 1991**

Direct Classifications	
Machine Operator	\$14.27
Auto Paint Systems	14.27
Weld and Balance — Cast Wheel	14.32
Salvage & Repair	
Inspection Department	14.37
Excello Operator	14.37
Bullard V.T.L. Operator	14.42
Bullard Multimatic Operator	14.48
Transfer Machine Operator	14.48
Numerically Controlled Lathe Operator	14.48
Manual Finisher Operator	14.53
Indirect Classifications	
Janitor	14.27
Material Control Clerk	14.27
Lift Truck Operator	14.32
Oiler	14.42
Highway Tractor Driver	14.51
Inspector — Floor	14.66
Set Up Man	14.71
Tool Grind	14.93
Stationary Engineer -- Class 4	16.90
Stationary Engineer — Class 3	16.90
Stationary Engineer — Class 2	16.91
Millwright	16.90
Electrician	16.90
Machine Repairer	16.90
Tool and Cutter Grinder	16.90
Toolmaker/Tool & Die Maker	16.90
Electronic Technician	17.25

New Hire Rate: With the exception of those classifications listed in Article 34.01 (a), start rate at 80% of base rate: Add 5% after every 13 full weeks to reach 100% of base after 52 full weeks; COLA payable in addition. Lead Hands to be paid 15¢ per hour over regular rates.

Machine Operator and Set Up: If an operator is required to make a change-over or is required to assist the set up man to make a change-over, the Company agrees to pay set up rate for hours worked. However, it is part of the operators job to make necessary adjustments to maintain the set up during that production run.

Employees reassigned or transferred due to a successful job bid shall receive 10% below the top rate. The employee shall automatically progress to the top rate in 90 days.

WAGE SCHEDULE-APPENDIX "C"

Effective February **3, 1992**

Direct Classifications	
Machine Operator	\$14.52
Auto Paint Systems	14.52
Weld and Balance — Cast Wheel	14.57
Salvage & Repair	
Inspection Department	14.62
Excello Operator	14.62
Bullard V.T.L. Operator	14.67
Bullard Multimatic Operator	14.73
Transfer Machine Operator	14.73
Numerically Controlled Lathe Operator	14.73
Manual Finisher Operator	14.78
Indirect Classifications	
Janitor	14.52
Material Control Clerk	14.52
Lift Truck Operator	14.57
Oiler	14.67
Highway Tractor Driver	14.76
Inspector — Floor	14.91
Set Up Man	14.96
Tool Grind	15.18
Stationary Engineer — Class 4	17.15
Stationary Engineer — Class 3	17.15
Stationary Engineer — Class 2	17.16
Millwright	17.15
Electrician	17.15
Machine Repairer	17.15
Tool and Cutter Grinder	17.15
Toolmaker/Tool & Die Maker	17.15
Electronic Technician	17.50

New Hire Rate: With the exception of those classifications listed in Article 34.01 (a), start rate at 80% of base rate: add 5% after every 13 full weeks to reach 100% of base after 52 full weeks; COLA Payable in addition.

Lead Hands to be paid 15¢ per hour over regular rates.

Machine Operator and Set Up: If an operator is required to make a change-over or is required to assist the set up man to make a change-over, the Company agrees to pay set up rate for hours worked. However, it is part of the operator's job to make necessary adjustments to maintain the set up during that production run.

Employees reassigned or transferred due to a successful job bid shall receive 10' below the top rate. The employee shall automatically progress to the top rate in 90 days.

LETTER OF INTENT

BETWEEN

KELSEY-HAYES CANADA LIMITED
(BEARDS LANE PLANT)
WOODSTOCK, ONTARIO

and

NATIONAL AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS UNION
OF CANADA
(CAW-CANADA) (LOCAL 636)

The following item has been agreed to between the parties:

The Company agrees to stock coveralls in the Stockroom
for the use of employees when employed on jobs which
are excessively dirty.

FOR THE COMPANY

FOR THE UNION

R. S. Smith
B. L. West
W. R. MacDonald
J. Oldford
C. Brushett
R. J. Benjamin

J. Flynn
R. Gerrie
P. Birmingham
D. Butler
D. Vankoughnett
H. Zavitz

DATED: June 15, 1987

LETTER OF INTENT

BETWEEN

KELSEY-HAYES CANADA LIMITED
BEARDS LANE PLANT
WOODSTOCK, ONTARIO
(THE COMPANY)

and

NATIONAL UNION, AUTOMOBILE,
AEROSPACE AND AGRICULTURAL IMPLEMENT
WORKERS OF CANADA (**CAW-CANADA**) LOCAL
636
(THE UNION)

The following paragraphs will be final and binding on all parties with relation to:

“Co-Operative Training Program”

- (1) The Union and the Company recognizing that industries in Ontario and for that matter Canada, face a critical shortage of skilled trades personnel. In addition, throughout the country there are thousands of unemployed young people willing and able to undertake skilled trades training/apprenticeships. In order to improve training opportunities the Union and the Company do hereby agree to assist the “Oxford Training Group” by providing co-op trainees indentures to said group with in-plant training/work experience opportunities.

- (2) The Union and the Company agree that the co-op trainees indentured to the "Oxford Training Group" will be allowed to work specifically in the Beards Lane Plant on the same basis as the Company's full-time employees excepting as follows:
- (A) Work experience for any specific individual co-op trainee shall be as outlined between the "Oxford Industrial Training Group", the "Manpower Training Ministry of Colleges and Universities" and the "Canada Employment & Immigration Commission".
 - (B) Co-op trainees shall be paid as follows:
 - 1st semester work experience 60% journeyman/womans rate.
 - 2nd semester work experience 65% journeyman/womans rate.
 - 3rd semester work experience 70% journeyman/womans rate.
 - 4th semester work experience 75% journeyman/womans rate.
 - 5th semester work experience 80% journeyman/womans rate.
- (3) (A) Co-op trainees shall not fall within the provisions of the Collective Agreement as outlined in Article II, Section 2.02.
- (B) Co-op trainees placed in the program shall not replace any active employee employed by the Company and therefore shall not be affected by any layoffs incurred.

This is no guarantee that co-op trainees shall be maintained.

- (4) The Company shall provide vacation pay, holiday pay, as well as Provincial and Federal benefits as required under the applicable laws.
- (5) While the co-op trainee(s) is technically apprenticed to the "Oxford Training Group", all co-op trainees shall conform to the same rules and regulations as do full time Company employees. This shall include meeting the standards established by the Company.
- (6) The Company will advise the "Oxford Training Group" of the training classifications available and they shall, subject to Item 5, select and schedule the individuals to gain training and work experience in the Beards Lane Plant.
- (7) This Letter of Intent shall be in effect for the duration of the Collective Agreement, or until such time as the need for co-op training shall cease.
- (8) The Company will inform the Plant Chairperson of all persons entering into this program.

FOR THE COMPANY

R. S. Smith
W. MacDonald
J. Oldford
D.A. Robinson
G. Drake

FOR THE UNION

L. Charlick
R. Gerrie
G. MacAusland
D. Butler
T. Morris
G. Langdon

Appendix “D”

APPRENTICESHIP PLAN

Article 1

- (a) The term “Company” shall mean the **Kelsey-Hayes** Canada Limited, Woodstock Division, (Beards Lane Plant).
- (b) The term “Union” shall mean the duly authorized representatives of the National Union, Automobile, Aerospace and Agricultural Implement Workers of Canada, **CAW** and its Local Union 636, Beards Lane Plant.
- (c) “Registration Agency” on labour standards shall mean the “Manpower Training Branch, Ministry of Colleges and Universities” “Registration Agency” for the apprentice as a student, covering related instruction shall mean Community Colleges as provided by the Ontario Government.
- (d) “Apprenticeship Agreement” shall mean a written agreement between the Company and the person employed as an apprentice, and his parent or guardian if he is a minor, which agreement shall be registered with the Registration Agencies.
- (e) “Apprentice” shall mean a person who is engaged in learning and assisting in the trade to which he has been assigned under these standards and who is covered by a written agreement with the Company providing for his training in accordance with these standards of apprenticeship and who is registered with the Registration Agencies.

- (f) "Committee" shall mean the Joint Apprenticeship Committee organized under these standards.
- (g) "Supervisor of Apprentices" shall mean the person employed by the Company or the person assigned the responsibility to perform the duties outlined in these standards of apprenticeship.
- (h) "Standards of Apprenticeship" shall mean this entire document, including these definitions.

APPLICATIONS

Article 2

Applications for Apprenticeship will be received by the Personnel Department of the Company from applicants considering themselves eligible under this programme of training, and after consideration and investigation by the Personnel Department, these applications will be turned over to the Joint Apprenticeship Committee for final approval or disapproval.

APPRENTICESHIP ELIGIBILITY REQUIREMENTS

Article 3

In order to be eligible for apprenticeship under these standards the applicant must meet the following qualifications:

1. He must have a Grade 12 S.T.& T. and/or its equivalent.
2. He must be between 18 and 26 years of age and present employees 18 years of age or older.

3. Exceptions to these requirements may be made by the Joint Apprenticeship Committee for applicants who have unusual qualifications which may apply to the apprenticeship.

CREDIT FOR PREVIOUS EXPERIENCE

Article 4

Employees of the Company and those who have had previous employment experience, who desire to become apprentices and are selected, may be allowed credit in accordance with these standards for applicable experience.

Evaluated work experience must have been gained under an apprenticeship programme or under a trainee, upgrader and/or changeover programme and not in a trade school or vocation school.

Returned veterans may have their service work record evaluated and credit given on apprenticeship for applicable experience gained in the Armed Services after evaluation by the Joint Apprenticeship Committee.

TERM OF APPRENTICESHIP

Article 5

The term of apprenticeship shall be as established by these apprenticeship standards in accordance with the schedule of work processes and related instruction as outlined in Appendices attached hereto.

Article 6

The first 500 hours of employment for every apprentice shall be a probationary period. During this probationary period, the apprenticeship agreement may only be cancelled by the Joint Apprenticeship Committee. The Registration Agencies shall be advised of all such cancellations.

HOURS OF WORK

Article 7

Apprentices shall work the same hours and be subject to the same conditions regarding overtime as the skilled men/women employed by the corporation. In case an apprentice is required to work overtime he shall receive credit on the term of apprenticeship for only the actual hours of work. Apprentices may work overtime hours providing that the proper ratio of apprentices to journeymen/women established by these standards is maintained.

RATIOS

Article 8

The ratio of apprentices in training to journeymen/women should not exceed one apprentice to five journeymen/women. However, it is understood that the Company and the Union may mutually agree to establish a ratio of apprentices to journeymen/women in excess of the one to five ratio in accordance with the plant needs and tooling programs; provided that, in the event of a reduction in force, the apprentices in excess of the one to five ratio will be laid off before any journeymen/women in that trade are laid off. Thereafter, apprentices shall be laid off proportionately to maintain such ratio insofar as practical, except that a minimum of one apprentice may be retained in each trade so

long as at least one journeyman/woman remains employed in that trade. The above notwithstanding, for those Skilled Trades Group where there are less than five journeymen/women employed, one apprentice may be hired.

An employee having seniority in the plant who enters the apprentice training program shall, during the period of his apprenticeship, retain and accumulate seniority in his former seniority group and, if laid off or dismissed from the apprentice training program, he shall be returned to his former seniority group in the plant in line with such established seniority in his former seniority group.

When the work force is increased in a trade, apprentices must be recalled according to trade apprentice seniority when the journeymen/women increase permits the maintenance of the ratio used at the time of layoffs. Thereafter, all apprentices in a trade shall be recalled before any new journeymen/women shall be hired.

DISCIPLINE

Article 9

The Committee shall have the authority to discipline an apprentice and to cancel the apprenticeship agreement of the apprentice at any time for cause such as:-

- a) Inability to learn.
- b) Unreliability.
- c) Unsatisfactory Work.
- d) Lack of interest in his work or education.
- e) Improper conduct.
- f) Failure to attend classroom instructions regularly.

WAGES

Article 10

Apprentices in each of the trades covered by these standards shall be paid a progressively increasing schedule of wages, as follows: -

1st 1,000 hours (6 months)

Production Operators' Rate

2nd 1,000 hours

Production Operators' Rate + 10% of Rate of Difference

3rd 1,000 hours

Production Operators' Rate + 20% of Rate of Difference

4th 1,000 hours

Production Operators' Rate + 30% of Rate of Difference

5th 1,000 hours

Production Operators' Rate + 40% of Rate of Difference

6th 1,000 hours

Production Operators' Rate + 55% of Rate of Difference

7th 1,000 hours

Production Operators' Rate + 70% of Rate of Difference

8th 1,000 hours

Production Operators' Rate + 85% of Rate of Difference

“RATE OF DIFFERENCE” shall be the difference between a Machine Operators’ Rate and the rate established for a journeyman/woman classification for which the apprentice is training.

The apprentice shall also receive the annual improvement factor and all cost of living increases that are accorded all other plant employees, where such contract provisions exist.

Apprentices who are given credit for previous experience shall be paid upon signing the apprenticeship agreement, the wage rate for the period to which such credit advances them.

When an apprentice has completed 8,000 hours of training, he is to receive not less than the minimum rate to skilled journeymen/women in the classification or trade in which he has served his apprenticeship after approval of his completion of training by the Joint Apprenticeship Committee.

The apprentice shall be paid his regular hourly rate for actual school attendance. If the apprentice is sent to a Community College, Trade School or other outside course, for any period of time, the Company agrees to make up the difference in pay he would have received had he remained in the plant.

The Corporation agrees to pay, on behalf of apprentices covered by this Agreement, for books, registration fees and/or tuition required in connection with related training under the apprentice program.

RELATED INSTRUCTION AND
SCHOOL ATTENDANCE

Article 11

(a) Provision for Schoolroom Instruction of Apprentices

Each apprentice shall enroll and attend classes for not less than four (4) hours weekly for a minimum of 168 hours per year, according to instructions by the Joint Apprenticeship Committee. Hours of schooling are counted as part of the total number of hours required in the apprenticeship in each trade. Each apprentice, after enrollment in such classes, shall be registered with a Community College as an apprentice student upon the forms furnished for this purpose.

(b) Approval of Classroom Instruction

Classroom instruction furnished by a Community College shall meet with the approval of the Joint Apprenticeship Committee. The schedule of related instruction shall be outlined in Appendices attached hereto.

(c) Enforcement of School Attendance

In case of failure on the part of any apprentice to fulfill his obligation as to school attendance the Joint Committee may suspend or revoke his apprenticeship agreement, and the Company hereby agrees to carry out the instructions of said committee in this respect. The apprentice and his parent or guardian hereby agree to abide by any such determination of such committee. "Manpower Training Branch, Ministry of Colleges and Universities", Community College and the National Union, C.A.W. Shall be notified of any such cancellation as this will terminate the eligibility of the apprentice as a student.

JOINT APPRENTICESHIP COMMITTEE

Article 12

There is hereby established a Joint Apprenticeship Committee as defined in Article 1. This committee shall be composed of equal number of members, half of whom shall represent the Company and half of whom shall represent the Union. The Committee shall elect a chairman and a secretary. When a Company member is Chairman, a Union member shall be secretary and vice versa. The Committee shall meet on call of the Chairman or secretary or any two members of the Joint Committee. It shall be the duty of the committee;

1. To see that each prospective apprentice is interviewed and impressed with the responsibilities he is about to accept, as well as the benefits he will receive. This will allow the Committee to designate whom they choose as interviewers, not necessarily Committee members.
2. To accept or reject applicants for apprenticeship after preliminary examination by the Personnel Department of the Company; and to maintain a list of eligible applicants in the chronological order in accordance with their date of filing of application.
3. To place apprentices under agreement.
4. To hear and decide on all questions involving apprentices which relate to their apprenticeship.
5. To determine whether the apprentice's scheduled wage

increases shall be withheld in the event that he is delinquent in his progress.

6. To offer constructive suggestions for the improvement of training on the job.
7. Certify the names of graduate apprentices to the Registration Agencies and recommend that a certificate of Completion of Apprenticeship be awarded upon satisfactory completion of the requirements of apprenticeship established herein. No certificate will be issued by the Registration Agencies unless approved by the Committee.
8. In general, to be responsible for the successful operation of the apprenticeship standards in the plant and the successful completion of the apprenticeship by the Apprentices under these standards.

SUPERVISION OF APPRENTICES

Article 13

Apprentices shall be under the general direction of the Supervisor of Apprentices and under the immediate direction of the Foreman of the department to which they are assigned. The Supervisor of Apprentices is authorized to move apprentices from one department to another in accordance with the predetermined schedule of work training.

The Supervisor of Apprentices shall prepare adequate record forms to be filled in by the Foreman under whom the apprentices receive direct instructions and experience.

The Foreman shall make out a report once a month to the

Supervisor of Apprentices on the work and progress of apprentices under their direction. The Supervisor of Apprentices shall also follow closely the progress in conjunction with the school and he shall record such progress in conjunction with the periodic marking system employed by the school. The Supervisor of Apprentices shall have the final responsibility as a representative of the Company for determining whether an apprentice should be dropped from the program for unsatisfactory progress. In case of termination, the Registration Agencies should be so advised with the reasons therefore.

TOOL ALLOWANCE

Article 14

Upon acquiring seniority in an apprentice group, the apprentice will be furnished a tool box, which will become the property of the apprentice upon graduation. The employee may choose any tool box he prefers but will be required to pay any costs that exceed the Canadian Tire #58-083 I Box.

An apprentice who completes a period of 1,000 hours of work in the apprentice program after the effective date of the Agreement will be paid an allowance for the purchase of tools for each such completed periods as follows:

Electrician Apprentice	\$80.00
Tool & Die, Millwright and Machine Repairer Apprentice	\$100.00

Management will assist the apprentice in obtaining tools.

SENIORITY

Article 15

The apprentices will exercise their seniority in their own group. For example, if there are four apprentices in the tool and die department and a reduction in this number is required due to lack of work, the first hired shall be the last laid off and the last laid off shall be the first to be reinstated.

Upon satisfactory completion of the apprenticeship program, the apprentice shall be given seniority equal to 100% of time spent on course as a journeyman/woman.

APPRENTICESHIP AGREEMENT

Article 16

Every apprentice Agreement entered into under this Standard Apprentice Plan shall contain a clause making the plan a part of the Agreement with the same effect as if expressly written therein. For this reason, every applicant, his parent or guardian if he is a minor, shall be given an opportunity to read the standards before he signs the Apprenticeship Agreement.

CERTIFICATION OF COMPLETION OF APPRENTICESHIP

Article 17

Upon completion of the apprenticeship under these apprenticeship standards the Joint Apprenticeship Committee will recommend to the Manpower Training Branch, Ministry of Colleges and Universities that a certificate signifying completion of the apprenticeship be issued to the apprentice. No certificate will be issued by the Manpower Train-

ing Branch, Ministry of Colleges and Universities unless approved by the Joint Apprenticeship Committee.

MODIFICATION OF STANDARDS

Article 18

These standards of apprenticeship may be amended or new schedule added at any time upon mutual agreement of the Company and the Union, providing that no such change shall alter an apprenticeship agreement in force at the time of such change without the written consent of the Apprentice; and providing that such change or amendments shall be submitted to the Registration Agencies to determine if it meets with the standards established by the Registration Agencies. A copy of such amendments will be furnished to each Apprentice employed by the Company.

GENERAL

Article 19

Should any dispute arise which cannot be satisfactorily settled within the Committee, either party may ask the Registration Agencies to consider the matter.

APPROVED BY KELSEY-HAYES CANADA LIMITED,
WOODSTOCK DIVISION (BEARDS LANE)

DATED: June 3, 1974 R. A. Cooper

THE NATIONAL UNION, AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF CANADA C.A.W. AND ITS LOCAL UNION 636 — BEARDS LANE PLANT SKILLED TRADES DEPARTMENT, C.A.W.

BY: D.E. DeANGELIS

DATED: June 11, 1974

FOR THE COMPANY

H. Ditmar
R. Hovinga
W. MacDonald

FOR THE UNION

Ronald Chapman
Gale Kelly
Lou Harbecke
Robert Haycock
Lorne Charlick

LETTER OF INTENT

During negotiations for the 1984—1987 Collective Agreement the Company agreed to implement a program to help troubled employees with problems such as drug or alcohol dependence.

B. L. West
Personnel Manager

LETTER OF INTENT

During the Summer Vacation Shutdown when it is determined that it will be necessary to have some people working, a notice to that effect will be posted and employees interested in working will enter their names on the list.

Employees necessary to perform such work will be selected on the basis of seniority, subject to ability to perform the work required.

B. L. West
Personnel Manager

LETTER OF INTENT

January 28, 1987

During the course of contract negotiations, the parties discussed the impact of new technology, as it affects the skill level of employees. In this regard, the Company agrees to consider, as the need arises, formal and/or on-the-job training that will assist employees in maintaining competency in their respective areas of responsibility.

B. L. West
Personnel Manager

LETTER OF INTENT

TO: R. Gerrie
Plant Chair
Beards Lane Unit
Local 636 (CAW)

Dear Mr. Gerrie:

This will confirm the Company's commitment during negotiations to study the feasibility of locating the bill printer in the Shipping Department.

DATED: January 15, 1990

B. L. West
Mgr. Human Resources

LETTER OF UNDERSTANDING
BETWEEN
KELSEY-HAYES CANADA LIMITED
(BEARDS LANE PLANT)
WOODSTOCK, ONTARIO

and

NATIONAL AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS UNION
OF CANADA
(CAW - CANADA) (LOCAL 636)

The parties to the Collective Agreement agree that for the purposes of overtime equalization employee(s) in the Inspection Gauge Department will be a separate group from employee(s) in the Toolroom.

FOR THE UNION

R. Gerrie
M. Birmingham
R. Huntley
R. Turner
L. Leonhardt
J. Flynn

FOR THE COMPANY

B. L. West
W. MacDonald
J. Oldford
L. Langdon
G. Drake

DATED: Jan. 15/90

LETTER OF UNDERSTANDING
BETWEEN
KELSEY-HAYES CANADA LIMITED
(BEARDS LANE PLANT)
WOODSTOCK, ONTARIO

and

NATIONAL AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS UNION
OF CANADA
(CAW - CANADA) (LOCAL 636)

The Company and the Union mutually agree that the Material Control Clerk in Shipping and/or Receiving may occasionally be temporarily assigned to load or unload vehicles (i.e. trailers, rail cars) as may be required due to unavailability of Fork Truck Operators.

In addition, for the purposes of overtime **equalization**, the Material Control Clerk(s) in Shipping and/or Receiving will be considered in a separate overtime sharing group.

FOR THE UNION

R. Gerrie
M. Birmingham
R. Huntley
R. Turner
L. Leonhardt
J. Flynn

FOR THE COMPANY

B. L. West
W. MacDonald
J. Oldford
L. Langdon
G. Drake

DATED: January 15, 1990

February 8, 1990

LETTER OF INTENT

Mr. Ross Gerrie
Plant Chair
Beards Lane Unit
Local 636, C.A.W.

Dear Sir:

This will confirm the intent of the Company on the following item discussed during the current negotiations:

In reference to the Stockroom, Receiving & Shipping and potential introduction of the computer: at the time such change takes place, the Company will negotiate the appropriate rate of pay for these classifications.

Yours very truly,

KELSEY-HAYES CANADA LIMITED
(WOODSTOCK DIVISION)

Bernard L. West
Manager, Human Resources

cc: J. Flynn
File

May 11, 1990

LETTER OF INTENT

Mr. Ross Gerrie
Plant Chair
Beards Lane Plant
Local 636 C.A.W.

Dear Mr. Gerrie:

The following items, not expressly contained in the Collective Agreement were agreed to between the parties during the recent negotiations:

1. The Company will provide an enclosed bulletin board in the Maintenance Department.
2. In replacing tools under the Tool Insurance Program, the Company will follow a policy that tools of comparable cost and quality will be purchased under this Article.
3. The Company will provide aprons for the use of Toolroom employees.
4. An Apprentice who attends trade school as provided for in the Apprenticeship Program will be paid full wages by the Company provided he/she reimburses the Company for any training allowance(s) he/she may receive from any Government program.

5. The Company will waive the requirement that U.I. cards be presented before S.U.B. is paid. Cards, when they become available, must be submitted on a timely basis consistent with the eligibility provisions of the Plan.
6. Any employee who bids for more than one job posting will be required to rank his choice 1, 2, 3 etc. with 1 representing his first preference.
7. When job postings occur for Material Control Clerks, the posting will be separate for Stockroom vs. Shipping & Receiving.

Yours Very Truly,

KELSEY-HAYES CANADA LIMITED
Woodstock Division

Bernard L. West
Manager, Human Resources

1990

JANUARY							JULY						
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1991

JANUARY							JULY								
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1992

JANUARY

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1993

JANUARY							JULY							
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MAY							NOVEMBER						
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