COLLECTIVE AGREEMENT

BETWEEN

RHEEM CANADA LIMITED

and

UNITED STEELWORKERS OF AMERICA

Local Union No. 6868

November 18, 1995 to November 17, 1998

MAY 23 144

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The purpose of this Agreement is to maintain a harmonious relationship between the Company and its Employees and to provide an amicable method of settling any differences or grievances which might possibly arise.

ARTICLE 1 - RECOGNITION

- **1.01** The Company **recognizes** the Union as the exclusive bargaining agent of all Employees of **Rheem** Canada Limited at the City of Hamilton, save and except foremen, persons above the rank of foremen, office and sales staff.
- **1.02** Salaried Employees will not do work ordinarily performed by employees in the bargaining unit except for:-
 - (a) instruction or training;
 - (b) investigation, experimentation or development;
 - (c) emergency situations which will not replace members of the bargaining unit or to cause loss of earnings

In any of the situations referred to in (a) or (b) above, the Department Steward will be advised of the intent of a salaried Employee to perform work normally done by the Bargaining Unit.

1.03 • The Company agrees to establish a practise of not contracting out jobs normally performed by members of the Bargaining Unit, so as to replace any such members, or to cause loss of earnings. This provision will not apply in cases of emergency which

will be discussed with the Union before any action is taken by the Company.

- **1.04** The Company agrees that in the event of an existing operation being transferred to another site within a **50** mile radius (to include Metropolitan Toronto) of its current location, then the **U.S.W.A.** would be **recognized** as the Bargaining Agent for the Employees therein.
- **1.04** (b) In the event of a planned plant relocation, or planned permanent closure, provided the Company does not offer reasonable alternate employment, the Company agrees to pay severance pay in the amount of one (1) weeks regular wages for a regular non-overtime work week, per year of service to a maximum of twenty-six (26) weeks upon termination of employment.

ARTICLE 2 – DISCRIMINATION

2.01 The Company and the Union agree that no Employee shall in any manner be discriminated against or coerced, restrained or influenced because of race, creed, colour, sex, National origin, membership or activity in any Labour **Organization**.

ARTICLE 3 - MANAGEMENT FUNCTION

3.01 The Union **recognizes** the right of the Company to hire, promote, transfer, demote and **lay**-off employees and to suspend, discharge or otherwise discipline employees for just cause subject to the

right of any employee to lodge a grievance in the manner and to the extent as herein provided.

The Union further **recognizes** the right of the Company to operate and manage its business in all respects, to maintain order and efficiency in its plants, and to determine the location of its plants, the products to be manufactured, the scheduling of its production and its methods, processes, and means of manufacturing.

The Union further acknowledges that the Company has the right to make and alter, from time to time, rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement.

ARTICLE 4 - UNION SECURITY

- **4.01** (a) It is agreed that all present Employees shall become and remain members of the United Steelworkers of America for the duration of this Agreement and all new employees hired during the life of this Agreement shall become and remain members of the Union within thirty (30) calendar days of employment.
- **(b)** An Employee who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the membership and dues deduction conditions of this Article.
- **4.02** The Company agrees that authorization

cards shall be signed by each employee concerned agreeing to deduct weekly from his earnings the regular Union membership dues. There shall be a check off from each weekly pay of an amount equivalent to Union dues from all Employees who come within the unit to which this Agreement applies. Such check off shall not apply to new Employees until they have completed thirty (30) calendar days of employment

4.03 Commencing with the first dues deduction in January, **1970**, the amount to be deducted from each Employee will be a sum equivalent to the regular monthly union dues as established by the Constitution of the United Steelworkers of America. Such deductions shall be made weekly and shall be remitted monthly and made payable to the International Treasurer of the United Steelworkers of America, and mailed to:

International Treasurer
United Steelworkers of America
P.O. Box 13083 Postal Stn. A
Toronto Ontario
M5W 1V7

The monthly dues remittances shall be accompanied by a list (form 115) showing the names of those employees for whom deductions have been made.

4.04 • The Union shall indemnify and hold harmless the Company against any and all liability which may arise by reason of the check off by the Company of an amount equivalent to Union dues from Employees' wages in accordance with this Agreement.

4.05 • The Company agrees to enter year to date totals for total earnings, taxes, Unemployment Insurance, Canadian Pension Plan and union dues on the weekly deduction summary sheets attached to the Employees' pay cheques.

Further the Company agrees to enter the total amount of annual dues paid by each Employee on his or her **T-4** Income Tax Slip.

ARTICLE 5 - REPRESENTATION

- **5.01** The Union may elect or appoint and the Company shall **recognize 11** stewards, one of whom shall be the Chief Steward. Each Steward at the time of his appointment or election, shall have at least 6 months seniority, shall be on the active roll of the Company and shall at all times where on Company property be subject to the rules and regulations to be observed by Employees.
- **5.02** Stewards other than the Chief Steward shall be allocated to seven jurisdictions. One Steward will be **recognized** for the second shift Assembly, and one Steward will be **recognized** for the combination of second shift Press and Tank departments. If either of these two areas are eliminated, the Steward will not be **recognized**.
- **5.03** A Steward with the approval of his Foreman, which approval shall not be unreasonably withheld, shall be permitted during his working hours to leave his regular duties for a reasonable length of time to investigate and settle grievances.

Such absence shall be recorded on a card supplied by the Company if the Company so requests.

- 5.04 In seeking the approval of his Foreman to leave his regular duties, the Steward shall specify where he is going and with respect to a grievance arising in the Foreman's area he shall specify the nature of the grievance(s) and the Employee(s) involved. Upon entering the area of a Foreman other than his own to investigate and settle a grievance the Steward shall notify the Foreman of the nature of the grievance(s) and the Employee(s) involved.
- **5.05** Upon request to and with the approval of his Foreman (which approval shall not be unreasonably withheld) a Steward will be allowed to consult with the Chief Steward concerning grievances in his jurisdiction.
- **5.06** (a) The authorization of a Foreman to a Steward to leave his work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the prompt handling of grievances and will not be abused and that he will perform the work to which he is assigned at all times except when necessary to leave his work to handle grievances as provided herein, Whenever in the opinion of the Manufacturing Manager more than reasonable time is being taken by the Chief Steward or Stewards to accomplish investigation and adjustment of a grievance, he may decline to approve payment for such time as he may consider to be excessive.

- (b) The Company will endeavour to schedule meetings with Union Committees, Stewards, or member of Union Executive during normal working hours. Time spent on such matters outside of normal hours will be compensated for at time and one-half only if such meetings have been requested by Management.
- (c) Notwithstanding the number of Employees recognized by the Company on the various Committees as designated by this Collective Agreement, the Local Union President shall be entitled to attend Committee Meetings.
- **5.07** The Union shall notify the Company in writing of the names of Stewards, the effective date of their respective appointments and the name of the former Stewards they are displacing or discontinuing.
- **5.08** Notwithstanding their seniority status the President, Vice-President, Recording Secretary, Financial Secretary, Treasurer and Chief Steward as referred to in **5.01** of Local Union **6868** shall in the event of layoff be retained or returned to a job, the duties of which they have the ability to perform. Department stewards will be retained provided work, the duties of which they have the ability to perform, is available in their department.

The Company will not schedule other than the day shift for the Local Union President

5.09 The Company agrees to **recognize** and deal with a Negotiating Committee of not more than two Employees plus the President, who shall be regular

Employees of the Company, along with representatives of the International Union.

The Company agrees to allow members of the Negotiating Committee the day off work without loss of pay, on each day the Committee is scheduled to meet with Management.

5.10 The Company agrees to **recognize** a Labour/Management Relations Committee consisting of representatives of the Company and the Union, The Committee shall meet at the request of either party for the purpose of discussing matters of mutual **concern.The** Committee shall have power to make recommendations to the Union and the Company. Time spent by Employees in carrying out functions of the Committee shall be considered to be time worked.

ARTICLE 6 - GRIEVANCE PROCEDURE

- **6.01** The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible. It is understood that an employee has no grievance until he has first given his immediate supervisor an opportunity to adjust his complaint.
- **6.02** No grievance shall be considered which was not filed within five working days after the circumstances which gave rise to it came to the attention of or should have come to the attention of the Employee concerned.

6.03 Grievances shall be adjusted and settled as follows:

Step No. 1

The Employee **and/or** the Steward shall arrange to discuss the grievance with the Supervisor concerned. If a satisfactory settlement is not reached within two **(2)** working days following the presentation of the grievance, the grievance may be appealed to Step No. 2 at any time with **two (2)** working days but not thereafter.

Step No. 2

A written notice of appeal may be presented to the Human Resources Manager, setting forth the nature of the grievance, the date of the matter complained of, and provisions of this agreement that the Company has allegedly violated. The Human Resources Manager, General Supervisor and other Supervisory personnel as deemed required, shall meet with the Chief Steward and Department Steward within five (5) days of receipt of this appeal, and render his decision in writing to the Chief Steward not later than three (3) working days next following the date upon which the meeting was held.

Step No. 3

Unadjusted grievances may be appealed to the Manufacturing Manager through the Human Resources Department within five (5) working days of the delivery of the decision of the Human Resources Manager. Upon such an appeal the grievance shall be considered at a meeting of the Manufacturing Manager and other appropriate representatives with the grievance committee who may be accompanied by an International Representative of the Union, this meeting to be held within seven (7) working days. The Grievance Committee shall not exceed three (3) in number. The decision of the Manufacturing Manager shall be rendered in writing within three (3) working days of the meeting and failing settlement the Union may within seven (7) working days of such decision (but not thereafter) refer the matter to a Board of Arbitration as hereinafter provided.

6.04 If the final settlement of the grievance is not completed as above and if the grievance is one which concerns the interpretation or alleged violations of this Agreement the grievance may be referred within seven (7) working days (but not thereafter) by either party to a Board of Arbitration as hereinafter provided. The party requesting arbitration shall accompany its request by a statement describing the facts of the grievance and the issue to be decided by the Arbitration Board.

6.05 Should a difference arise between the Company and the Union regarding the interpretation or alleged violation of this Agreement which could not otherwise be resolved at lower steps of the grievance procedure because of the nature or scope of the subject matter of the grievance it may be taken up at Step No. 3 of the grievance procedure outlined above. If no satisfactory settlement is reached, either party may, within seven (7) working days after receipt of the other's decision (but not thereafter) file a request for arbitration in the manner outlined in

Article 7. The party requesting arbitration shall accompany its request by a statement describing the facts of the grievance and the issue to be decided by the Arbitration Board.

- **6.06** A complaint or grievance which has been disposed of pursuant to the grievance and/or arbitration provision of this Agreement, shall not again be made the subject matter of a complaint or grievance during the life of this contract or any extension thereof
- **6.07** Notwithstanding anything contained in this Agreement the time limits provided for herein may be extended by mutual agreement of the parties.

ARTICLE 7 -ARBITRATION

7.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, or that any employee has been unjustly disciplined, either of the parties may, after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall within five (5) days advise the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall, within

five (5) days of the appointment of the second of them appoint a third person who shall be the Chairman. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairman within the time limited, then the Minister of Labour for the Province of Ontario may appoint a member of the judiciary, or if no member of the judiciary is available, some other qualified person to be Chairman, upon the request of either person.

- **7.02** No person may be appointed as Arbitrator who has been directly involved in an attempt to negotiate or settle a grievance.
- **7.03** The Arbitration Board shall hear and determine the matter and shall be final and binding upon the parties, and upon any Employee affected by it. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority decision, the decision of the Chairman shall govern.
- 7.04 The Board of Arbitration shall not be authorized to make any decisions inconsistent with the provisions of this Agreement nor to alter, modify, or amend any part of this Agreement nor to adjudicate any matter not specifically assigned to it by the statement of the party requesting arbitration. The Board shall, however, have power to modify or set aside any penalty imposed by the Company relating to the grievance then before it. The Board may decide whether or not retroactive wages are payable because an Employee has been deprived of wages as a result of a violation of the Agreement by the Company.

- **7.05** Each of the parties to this Agreement will bear the expenses of the arbitrator appointed by it, and the parties hereto will jointly bear, share and share alike, the expenses of the Chairman of the Arbitration Board.
- **7.06** Either party may request the services of Section **45** of the Ontario Labour Relations Act.

ARTICLE 8 – DISCHARGE AND DISCIPLINARY PROCEDURE

- **8.01** A discharged seniority Employee or the Chief Steward may present a grievance in writing to the Manufacturing Manager or his designated representative at Step No. 3 of the grievance procedure. The Union will not question the dismissal of any probationary Employee nor shall the dismissal be the subject of a grievance unless the Employee alleges that he has been discriminated against in such discharge by reason of Union activity, and the Board of Arbitration shall not reverse his discharge on any other grounds.
- **8.02** When an Employee has been dismissed without notice he shall have the right to interview his Steward for a reasonable period of time before leaving the plant premises provided that in cases where it is necessary to immediately expel a discharged Employee from the plant, the Steward shall be advised.
- **8.03** Such special grievance may be settled by confirming the Management's action in dismissing

the Employee with or without compensation for time lost or by any other decision which is considered just and equitable in the opinion of the conferring parties.

8.04 Written notice of disciplinary action, to include a copy of attendance records in cases of discipline for absence, shall be given in the presence of a Union Steward where possible, with a copy to the Union. The parties agree that past written disciplinary actions issued to an Employee that have exceeded 12 months will not be taken into consideration in administering discipline.

Employees will be advised that a disciplinary matter is being investigated and dealt with within five (5) days of the day that the precipitating incident came to the attention of the Company

8.05 Justice and Dignity Provision

An Employee whom the Company suspends or discharges for an alleged absentee or tardiness violation, or an Employee whom the Company alleges has quit, shall be retained at, or returned to active work until any grievance contesting such suspension or discharge is finally resolved through the grievance and arbitration procedure.

Grievances involving Employees who are retained at work under this provision, will be handled in the Expedited Arbitration Procedure, (Section 45 of the Ontario Labour Relations Act) unless the Company and the Union mutually agree otherwise. If the Arbitrator upholds the suspension or discharge of an Employee retained at work, the penalty shall be instituted after receipt of the arbitration decision.

ARTICLE 9 - SENIORITY

- **9.01** Seniority, as referred to in this Agreement shall mean length of continuous service in the Bargaining Unit, and shall prevail on a plant wide basis. Seniority shall be applied in determining preference for filling of Job Postings, Vacations, Layoffs and Recall and as set out in other provisions of this Agreement.
- **9.02** (a) An employee shall be considered probationary for **720** hours worked, and will have no seniority rights during this period. After the probationary period, seniority shah date back to the date on which his employment began. A probationary employee shall receive Company benefits and the regular wage rate of the job after **480** hours worked.
- **(b)** All new employees will be introduced to their department steward if they are available.
- **9.03** A Seniority List shall be posted on the Bulletin Board, by the Company, within 30 days of the signing of this Agreement. An up to date copy of this Seniority List shall be supplied to the Union every six months.
- **9.04** (a) The Company recognizes that in filling job vacancies, (except positions excluded from the Bargaining Unit) senior Employees shall be entitled to preference.

In recognition, however, of the responsibility of the Management for the operation of the Plant, it is understood and agreed that Management shall

have the right to pass over any Employee if it considers that the Employee does not have the ability to perform the work. The Company agrees not to use this consideration in an unreasonable manner.

(b) Before awarding a permanent vacancy to an employee under this subsection, notice of the vacancy will be posted for three (3) working days, during which time employees may apply in writing for the position. An employee may apply for a vacancy which would not be a promotion to him, through the established procedure, when a vacancy exists. The successful applicant to a lateral or downward move will not be permitted to make a further lateral or downward move for a period of six (6) months.

The Company will grant a ten (10) day familiarization period to the senior employee posting into a job class 9 or lower.

After the **familiarization** period, employees who cannot satisfactorily perform the requirements of the job will be disqualified and placed in an available open position.

Employees awarded a job in job class 10 or above through the above job posting procedure who do not satisfactorily perform the requirements of the job will be disqualified and placed in an available open position.

During the first ten (10) working days on the job, the employee may at his discretion return to his previous classification.

Up to two (2) additional moves will be allowed for each original permanent vacancy. All subsequent assignments shall be made by the

Company. Temporary vacancies will be subject only to the original posting.

All applicants will be notified of the successful applicant within five (5) working days of the expiration of the job posting. The successful applicant will be placed on his/êher new job, or will receive the rate of pay for the new job within ten (10) working days after notification.

- (c) A vacancy will be temporary for up to twenty (20) working days; this period may be extended by mutual agreement. When it becomes apparent that a temporary vacancy will extend beyond 20 working days, the Company will post and award the temporary vacancy as per Article 9.04 (a) and (b) and such postings shall include the expected date of duration of such temporary vacancy. At the conclusion of the temporary vacancy, the Employee in the temporary vacancy will return to his original job.
- (d) Successful applicants as defined in clause 9:04 (a) to a lead hand position will serve up to a six (6) month assessment period as lead hand before becoming permanent to the position.

The vacancy created as a result of this appointment will be posted as a temporary position for the six (6) month period after which it will be posted as a permanent position, provided the lead hand concerned successfully completes the assessment period and becomes permanent in the position. In the event that the lead hand is, in the opinion of the Company, deemed not suitable for the position within the six (6) months assessment period he will be returned to his previous job.

9.05 (a) Where circumstances require a reduction in the work force for a period to exceed five **(5)** working days, plant seniority shall be the governing factor providing the employee has the ability to perform the available work. Students will be the first to be laid off, followed by probationary employees. Then in order of seniority, employees affected by the layoff, (or the recall of such employees) shall have the opportunity to displace the least senior employee in any classification on any shift.

In recognition however of the responsibility of the Management for the operation of the Plant, it is understood and agreed that Management shall have the right to pass over any Employee if it considers that the Employee does not have the ability to perform the work available. The Company agrees not to use this consideration in an unreasonable manner.

When Employees are to be laid off under this Article, the Company will provide the Employees with Written Notice two (2) working days in advance of the layoff, and will provide to the Union a list of Employees to be laid off.

After the Union has received its copy of the layoff notice, discussions may take place between the Company and the Union regarding any Employee laid off out of seniority. This discussion would be held no later than 12 Noon on the day preceding the effective date of the proposed layoff.

If there are any changes following this discussion causing other persons to be laid off instead of those already notified, such persons shall receive notice of layoff prior to the end of their shift. (b) Temporary layoffs of the work force for not more than three (3) working days, may be made without the application of the layoff provisions of this Agreement, provided that no Employee may be temporarily laid off under this sub-section for more than nine (9) working days in a calendar year. The Company and the Union may, by mutual agreement, extend the application of this subsection.

However, should an Employee who having had the above mentioned nine (9) days layoff and while attempting to exercise his bumping rights would conflict with a senior Employee's rights, as referred to in 9.01, a meeting between the Company and the Union shall take place and the junior Employee in such situation will be laid off regardless and the senior employee in such situation will be retained provided he can perform the available work.

The Company will give notice of temporary lay off not later than the middle of the Employee's scheduled **shift** on the work day prior to the day(s) of layoff.

(c) In a planned reduction of the work force, students will be the first to be laid off followed by probationary employees. Employees will be considered for recall in order of seniority and recalled to the first available position provided they are able to perform the available work, and ultimately to their original position prior to the layoff. In the event that an employee is laid off out of a classification in a department he will be recalled to that job when it becomes available without resorting to the job posting procedure.

- **9.06** The Company will endeavour to place employees who are disabled in their employment with the Company on jobs which they are capable of performing.
- **9.07** An Employee will lose his seniority, and his employment with the Company shall terminate for any of the following reasons:
 - (a) If he quits;
 - (b) If he is discharged and such discharge is not reversed through the grievance procedure:
 - (c) If he is laid off and fails to return to work within five (5) working days after he has been notified to do so by registered mail to his last known address;
 - (d) If he overstays a leave of absence without cause acceptable to the Management;
 - (e) If he absents himself for more than three working days without notifying the Management;
 - (f) In the event of unexpected accident or illness the Employee must advise the Company as soon as possible and upon his return must supply a medical certificate where the Company so requests;
 - (g) An Employee who has less than five (5) years seniority at the date of layoff will have his seniority maintained during continuous layoff for a period of up to one (1) year. An Employee who has five (5) years or more seniority at the date of layoff will have his seniority maintained during con-

- tinuous layoff for a period of up to two (2) years:
- (h) An Employee away from work due to a non-industrial accident or illness and who has properly reported such accident or illness will be subject to the provisions of Clause 9.07(g);
- (i) An Employee will accumulate credit for continuous service while absent due to an industrial accident or illness during the period of time that the Workers' Compensation Board determines that the Employee is temporarily totally disabled or until such time the Workers' Compensation Board determines that such Employee is permanently and totally disabled and unable to return to employment with the Company.
- 9.08 If Employees, belonging to this Bargaining Unit, are appointed to a supervisory or other salaried position within the Company, outside of the Bargaining Unit, they will retain but not accumulate seniority as it stands on the day they leave the Bargaining Unit for a period of up to a maximum of 12 months. At any time during this maximum 12 month period the Employee may return with the seniority retained on leaving, provided that such Employee pays to the Union an amount equal to the Union dues that would have been paid had the Employee returning to the Bargaining Unit. The Employee returning to the Bargaining Unit will be placed in an open vacancy.

ARTICLE 10 - NOTICE OF LAYOFF

10.01 The Company will grant five **(5)** working days notice of permanent layoff.

10.02 The Company will grant two **(2)** months notice in the event of a planned, permanent, plant closure or a planned relocation of its operations.

ARTICLE 11 - REPORTING ALLOWANCE

11.01 When an Employee reports for work on time on his regular shift unless previously otherwise notified he shall be paid for not less than four (4) hours at his standard hourly rate, provided he reports promptly to his Foreman, and accepts such work as he may be directed to by his Foreman. If he refuses such work, he shall not be entitled to pay thereunder.

11.02 The provisions of the above paragraph shall not apply when such lack of work is due to circumstances beyond the Company's reasonable control or when the Employee has been absent from work and has failed to advise the Company of his intention to return before so reporting. In such cases, the Employee may be sent home and paid only for the actual time worked.

11.03 When an Employee is called in to work at a time other than his regular shift he shall be paid four (4) hours pay at his standard hourly rate or for the time actually worked at the applicable overtime premium whichever is the greater. When an Employee is called in to work and that time runs into

his normal shift, the time worked prior to his normal shift will be treated as overtime.

ARTICLE 12 – STATUTORY HOLIDAYS

12.01 The Statutory Holidays are designated as:

Day before Christmas Day
Christmas Day
Boxing Day
Day before New Years Day
New Years Day
Good Friday
Victoria Day
Dominion Day
Civic Holiday
Labour Day
Thanksgiving Day

Floater

- (a) The date of the Floating Holiday is to be mutually established. The total holidays are twelve, per contract year.
- **12.02** An Employee will be paid for eight (8) hours at his straight time hourly rate exclusive of shift and overtime premiums for the day of observance of the above designated holidays provided he meets all of the following eligibility rules:
- (a) The Employee has been employed thirty (30) calendar days as of the date of the holiday;
- (b) The Employee must have worked the full scheduled shift on the last scheduled working day

prior to and the next scheduled working day after such holiday.

- (c) An employee granted a one-day leave of absence, or who is absent because of provable sickness or injury, or is on a Union leave of absence under Section 15.04 on the last scheduled working day prior to or on the next scheduled working day after such holiday, shall be deemed to have met the requirements of this Section.
- (d) This article does not apply to employees who are off work and collecting Workers' Compensation Benefits on the last scheduled working day prior to and the next scheduled working day after statutory holidays.

ARTICLE 13 -VACATIONS

- 13.01 Employees with less than one (1) year's service as of June 30th in any year will be entitled to receive a vacation of one (1) week, during such year and shall receive as their vacation pay an amount equal to four percent (4%) of their gross earnings in the preceding year.
- 13.02 Employees with one (1) year's service or over as of June 30th in any year will be entitled to receive a vacation of two (2) weeks during such year and shall receive as their vacation pay an amount equal to four percent (4%) of their gross earnings in the preceding year.
- **13.03** Employees with five **(5)** years' of service or over as of June **30th** in any year shall be entitled to

receive a vacation of three (3) weeks during such year and shall receive as their vacation pay an amount equal to six percent (6%) of their gross earnings in the preceding year.

- 13.04 Employees with ten (10) years of service or over as of June 30th in any year shall be entitled to receive a vacation of four (4) weeks during such year and shall receive as their vacation pay an amount equal to eight percent (8%) of their gross earnings in the preceding year.
- **13.05** Employees with twenty (20) years of service or over as of June 30th in any year will be entitled to receive a vacation of five (5) weeks during such year and shall receive as their vacation pay an amount equal to ten percent (10%) of their gross earnings in the preceding year.
- 13.06 Employees with twenty-five (25) years of service or over as of June 30th in any year will be entitled to receive a vacation of six (6) weeks during such year and shall receive as their vacation pay an amount equal to twelve percent (12%) of their gross earnings in the preceding year.
- **13.07** Vacation pay will not be allowed for vacations not taken. Any unused vacation privileges will be allowed to accumulate until conditions permit them to be exercised during the calendar year.
- **13.08** When an Employee's scheduled vacation day coincides with a paid Statutory Holiday or another day established by statute or decree for its

observance, the Employee will work and be paid at a rate of time and one-half (1-1/2) in lieu of time off for the first scheduled work day following his/her scheduled vacation period or the remaining vacation day will be scheduled at a later date to be mutually agreed to by the Company and Employee.

- **13.09** Employees who have worked a minimum of 1,040 hours during the vacation calculation period and who have been absent from work due to accident or illness for 30 or over consecutive calendar days, shall have their vacation pay calculated at the greater of 40 hours at their current wage rate or 2% of gross earnings for each week of vacation entitlement. The Company has agreed to supply statement of the calculation of vacation pay upon request.
- **13.10** To encourage Employees to take their vacations during the months of December, January, February, and March, a Vacation Bonus of \$40.00 per full week of vacation taken, will be paid to employees who take their vacation entitlement during the aforesaid months.
- **13.11** If the plant or entire departments are closed down for vacation purposes, the Company will post a notice of such Plant/Department Shutdown(s) on the bulletin boards not later than March I. Employees that are eligible for vacation greater than the shutdown period, will notify their Supervisor of their preferred vacation within four (4) weeks of the posting of the Plant/Department Shutdown Period. The employee's additional weeks of vacation will be scheduled where practical, giving

preference to employees based on seniority. Vacation schedules shall not be changed without the consent of the affected employee except in the case of emergency.

13.12 Employees with twenty-five (25) or more years of service will be entitled to one (1) additional vacation day for each year of service over twenty-five (25) years, up to a maximum of five (5) days.

ARTICLE 14 - PAY ON DAY OF INJURY

14.01 An Employee injured in an industrial accident (during working hours) shall be paid for the time lost on the day he was injured at his applicable hourly rate at the time of the accident.

ARTICLE 15 - LEAVE OF ABSENCE

15.01 The Company may grant leaves of absence without loss of seniority up to six months to Employees for personal reasons having due regard to the operations of the plant, provided such request is made in writing and the reasons for the leave of absence stated. Extensions for further periods may be applied for and granted at the discretion of the Company. Such leave of absence if granted will be without pay and without loss of seniority subject to the provisions of Article **12.02**.

15.02 Any leave of absence will be in writing and no such leave will affect any Employee's seniority rights when used for the purpose granted. If an

Employee works elsewhere while on leave of absence, he will lose all seniority unless he has written permission from the Company to do such work.

15.03 Any Employee of the Company appointed as an International Representative of the Union as long as the Union office held by him is a full time position shall be granted leave of absence by the Company for a period of two **(2)** years and may be extended for additional two **(2)** year periods and **while** on such leave of absence shall accumulate seniority.

15.04 Upon one week's advance notice the Company will grant a leave of absence of up to one day to two Union Representatives to attend meetings of the Area Council of the International Union and upon request may grant a leave of absence to a Union representative to attend a Union Convention, Conference, or School.

15.05 The Company will grant maternity/paternity leave as prescribed by Provincial regulation.

ARTICLE 16 – BEREAVEMENT PAY AND JURY DUTY

16.01 In case of a death in the immediate family of an Employee, the Company shall grant a leave of absence with pay not to exceed five **(5)** days in the death of an employee's spouse or child, three **(3)** days for: mother, father, mother-in-law, father-in-law, brother, sister, grandparents, and grandchildren.

In case of the death of an employee's sister-in-

law, brother-in-law, he will be allowed one day's absence at his regular rate, for the day of the funeral.

To be eligible for such bereavement pay the Employee must not be off work on account of illness, accident, compensation, holidays, vacations, leave of absence, or layoff at the time for which the leave is requested.

16.02 The Company shall pay to any Employee who may be required to serve as a juror or who may br subpoenced by the Crown to appear as a Crown witness, the difference between the amount received for such service and the amount the Employee would normally have received for a regular work day, provided that the said Employee shall return to work each day immediately upon being discharged from jury duty where practicable.

16.03 The Employee may be required to present written proof that he was required to and did serve as a juror during the period for which he requests his **pay**.

ARTICLE 17 - SAFETY AND HEALTH

17.01 The Company agrees to continue to make every reasonable effort to provide safe and healthful conditions of work for its Employees. It will also continue to make available to its Employees protective equipment and protective clothing when necessary and required by the conditions peculiar to the job and without cost to the Employees. The Union agrees to co-operate with the Company in encourag-

ing its Employees to observe such safety and health regulations as from time to time may be prescribed.

17.02 The Company and the Union shall maintain a Joint Safety and Health Committee consisting of three (3) members from the Union, with equal representation from the Company in the Hamilton Plant.

The purpose of the Joint Committee shall be to make recommendations to the Manufacturing Manager for the elimination of unsafe practices and unsafe working conditions. The Committee shall meet once per month, and shall have as its primary purpose, the prevention of accidents, and the prompt investigation of the nature and cause of accidents or injury. Minutes of all Meetings shall be kept, and copies posted on the Bulletin Board. Prior to the regular monthly meeting, the Committee may inspect the workplace for the purpose of identifying hazardous conditions or unsafe practices. At the conclusion of the inspection, a written report will be prepared. The recommendations and suggestions of this report as well as the action to be taken to correct unsafe conditions or practices will be discussed at the monthly meeting of the Joint Safety and Health Committee.

A Union Safety Committee Member will be called upon to participate in Dept. of Labour Plant Inspections, **and/or** inspections of an environmental or safety nature within the Plant as they occur. The results of such inspections will be reviewed by the Joint Health and Safety Committee at the Monthly Meeting.

Reports of all inspections performed under Article 17 as well as all records of accidents and occupational illness shall be made available to the Joint Health and Safety Committee.

17.03 The Company shall provide adequate First Aid for all Employees during their working hours. The names of trained First Aid Attendants will be posted on the Bulletin Boards.

17.04 Safety and Health Training – General

(a) General:

The Company recognizes the special need to provide appropriate safety and health training to all Employees. Training Programs shall recognize that there are different needs for safety and health training for newly hired Employees, Employees who are transferred or assigned to a new job and Employees who require periodic retraining. The Safety and Health Committee may make recommendations on these and other safety education matters.

(b) Training of Newly Hired Employees:

Newly hired Employees shall receive training in the general recognition of safety and health hazards, their statutory and basic labour contract rights and obligations and the purpose and operation of the Company's Safety, Health and Medical functions, and the Joint Safety and Health Committee. In addition, upon initial assignment to a job, such Employees shall receive training on the nature of the opera-

tion or process, the safety and health hazards of the job, the safe working procedures, the purpose, use and limitations of personal protective equipment required, and other controls or precautions associated with the job.

The Joint Safety and Health Committee shall, upon request, be afforded the opportunity to review the training program for newly hired Employees at Plant Level.

(c) Training of Other Employees:

The training of Employees other than those newly hired by the Company shall be directed to the hazards of the job or jobs on which they are required to work. Such training shall include hazard recognition, safe working procedures, purpose, use and limitations of special personal protective equipment required and any other appropriate **specialized** instruction.

(d) Retraining:

As required by an Employee's job and assignment area, periodic retraining shall be given on safe working procedures, hazard recognition, and other necessary procedures and precautions.

(e) The Joint Health and Safety Committee will be informed prior to installation of any major piece of equipment or machinery for the purpose of ensuring that all health and safety considerations are met.

17.05 Employee Recovery Program:
The Company and the Union recognize

that many health, social and behavioral problems can be successfully treated, and that treatment is in the best interest of the workers, the Union and the Company. Therefore, the Company and the Union agree to work co-operatively, within the framework of existing contractual agreements, to provide effective professional and confidential assistance and access to treatment for those Employees in need.

17.06 (a) Overalls will be supplied to the following: Maintenance Electricians, Maintenance Mechanics, Press Set-Up, Black Line Set-Up, Enamellers, Mill Room Operators, Black Line Lead Hand, Glass Line Lead Hand, Wheelabrator and Product Welders. These will be supplied clean each week but Employees will be responsible for any loss. A Boot Allowance of up to \$80.00 per year will be allowed to Enamellers when new boots are required. A Boot Allowance of up to \$75.00 per year will be allowed to all other Employees when new boots are required. An additional \$5.00 Boot Allowance will be paid for those Employees purchasing boots with metatarsal guards. This boot allowance will be increased to \$75.00/\$85.00 on November 18,1996 and further increased to \$80.00/\$90.00 on November 18, 1997.

17.06 (b) The Company agrees to pay the cost of Prescription Safety Glasses to a maximum of \$100.00 per year, when new glasses are required. This allowance will increase to a maximum of \$110.00 per year on November 18, 1996 and further increase to a maximum of \$120.00 on November 18, 1997.

17.07 The Company agrees to keep a Log Book at each First Aid Station which will be used to record Name, Date, Time and reason for First Aid.

17.08 The Company agrees to pay the cost of registration and lost time for Committee approved Occupational Health and Safety Education courses, to a maximum of three (3) weeks per year, to be shared by the committee members.

ARTICLE 18 - GENERAL

18.01 The Company agrees to provide two **(2)** Bulletin Boards for the use of the Union, at appropriate locations upon which the Union shall have the right to post Notices relating to matters of interest to the Union and the Employees. Providing the Announcements or Notices do not contain anything offensive, or reflect in a negative manner upon the Company or any of its Employees.

18.02 Copies of Agreement

The Company agrees to pay the cost of having printed an adequate number of copies of the Collective Agreement and to supply one copy to each Employee as soon as possible after the date of signing of the current Collective Agreement, and thereafter upon the date of hiring.

18.03 Method of Payment

The Company will pay each hourly Employee weekly, by cheque or direct deposit at the employee's option in a sealed envelope, which will be distributed on Thursdays. The Union agrees not to hold the Company responsible for mechanical or other failures that may cause the pay to be issued on Fridays.

ARTICLE 19 – HOURS OF WORK AND OVERTIME

- **19.01** The following paragraphs are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or week or otherwise.
- **19.02** The standard work week is one of forty hours consisting of five days of eight hours each, Monday through Friday, inclusive.
- **19.03** The standard working hours are defined as follows but may be subject to change by mutual consent between the Company and the Union:
 - (a) Single Shift Operations: The shift will commence at 7:30 a.m. and end at 4:00 p.m., with one-half hour for lunch.
 - (b) Double Shift Operations: The first shift will commence at 7:00 a.m. and end at 3:00 p.m., and the second shift will commence at 3:00 p.m., and end at 11:00 p.m. All Employees on a two shift operation will be allowed a twenty-minute paid lunch period with a five-minute wash-up before the lunch period and a further five-minute wash-up at the end of the working day, in lieu of any other paid break periods provided under this Agreement.

- (c) Triple Shift Operations: The first shift will commence at 7:00 a.m. and end at 3:00 p.m. The second shift will commence at 3:00 p.m. and end at 11:00 p.m. The third shift will commence at 11:00 p.m. and end at 7:00 a.m. All Employees on a three shift operation will be allowed a twenty-minute paid lunch period with a five-minute wash-up before the lunch period and a further five-minute wash-up at the end of the working day, in lieu of any other paid break periods provided under this Agreement.
- (d) As an alternative to a normal second shift in the Shipping and Receiving Department, a shift commencing at 12:00 Noon and ending at 8:00 p.m. may be instituted.
- **(e)** The standard shift for employees required for set up duties may commence and end one hour prior to the aforementioned times.
- **(f)** Employees working in departments requiring shift work, may be required to work rotating shifts.
- 19.04 Shift assignments for each calendar week in which there is a change will be posted or otherwise made known to the Employees affected by 2:00 p.m. Thursday of the preceding week. Assignments may be changed by the Company at any time provided, however, that any changes made after 2:00 p.m. Thursday of the week preceding the calendar week in which the change will be compensated by the pay-

ment of time and one-half for the hours worked outside of the previously scheduled shift. This premium payment shall apply to the first shift worked following the shift change, but not in the case of job posting awards or in the case of Employees being recalled from layoff.

19.05 The Company will pay a premium of twenty-five cents (.25) per hour for all Employees employed on the second shift and a premium of thirty cents (.30) per hour for all Employees employed on the third shift.

19.06 There will be a ten-minute break during the first four hours of each shift and a ten-minute break during the second four hours of each shift. Employees will be permitted a five-minute wash-up before the lunch period and a further five-minute wash-up at the end of their working day.

Employees who for personal or other reasons leave the plant at a time other than their regular quitting time, will be allowed a five-minute wash-up period.

Employees required to work more than one hour of overtime will be permitted a ten-minute break prior to the commencement of such overtime.

Employees required to work three hours or more of overtime will be permitted an additional tenminute break at the commencement of their third hour of overtime.

19.07 All employees who work more than 2 hours following directly **after** their regular shift shall have four dollars (\$4.00) added to their wages for

each such occasion as a supper allowance.

- **19.08** Time and one-half the standard hourly rate will be paid as follows:
 - (a) for **authorized** time worked in excess of eight hours in a twenty-four hour period;
 - **(b)** for **authorized** time worked on a Saturday that does not form part of an Employee's standard work week;
 - (c) for authorized time worked beyond the forty hour standard work week;
 - (d) for authorized time worked on a Statutory Holiday or day established by statute or decree in lieu thereof and such time and one-half payment shall be in addition to the Statutory Holiday pay.
- **19.09** Double the standard hourly rate will be paid as follows:
- (a) for authorized time worked on a Sunday that does not form part of an Employee's standard work week:
- **(b)** for authorized time worked in excess of twelve hours in a twenty-four hour period;
- **(c)** for **authorized** time worked in excess of eight hours on a Saturday that does not form part of an Employee's standard work week.
- **19.10** There shall be no pyramiding of overtime.

- **19.11(a)** In distributing overtime work, the Company will give first preference to the Employee who performs the majority of such work during the preceding shift.
- **(b)** Where there is more than one person performing the same amount of work on a particular classification during the same day, overtime will be distributed as follows:
 - 1) most senior in the classification,
 - next most senior in the classification until all in classification have been asked.
 - 3) most senior qualified employee in the department.

In distributing Saturday or Sunday overtime work the Company will give **first** preference to the employee who performs the majority of such work during the Thursday "Day" shift.

If on a particular line requiring Saturday or Sunday overtime there is an "afternoon" shift assigned, the employees on that "afternoon" **shift** will be given preference, for the overtime assignment, after exhausting all qualified employees working on that line on the "day" **shift**, but before any qualified employee in another department is asked.

Note Classification means Job Description.

19.12 The Company will give notice of overtime as far in advance as is practicable and will make every effort to excuse Employees from overtime work.

When overtime is to be worked on a week-end affected Employees will be advised during their shift on the previous Thursday and will be excused from working such overtime when not so notified. This notice will not be required in the event of a breakdown of equipment or cessation of operations beyond the control of the Company.

ARTICLE 20 -TECHNOLOGICAL CHANGE

20.01 The Company is concerned about the impact on Employees and conditions of employment resulting from technological improvements and automation. Accordingly, the Company and the Union agree to the following:

20.02 For the purpose of this agreement technological change shall be understood to mean a change related to the introduction of new or modified equipment, material or process that significantly affects the security of employment of Employees in the Bargaining Unit.

20.03 It is the intent of the Company to notify the Union as far in advance as possible as to the technological changes that will take place.

20.04 Displacement of Employees, and Job Postings resulting from technological change will be handled in accordance with the provisions of this Collective Agreement.

20.05 Where technological changes occur which do not displace an Employee but which through 42

advanced technology of that equipment, material or process, change the requirements or procedures, the Company will make every effort to retrain the existing operator of that equipment. The operator shall be given adequate time, in the opinion of the Company to become proficient on the new equipment.

20.06 The Company **recognizes** that in some instances, and due to circumstances beyond its control or the Employee's control, it may not be possible to retrain the existing operator, in which case the Company agrees after making reasonable effort at retraining that Employee, that the Employee will be displaced from the job but he will be subject to the provisions of Article **9.05** (a) of this agreement. Any job so vacated would then be subject to Article **9.04** (a) and **(b)** of this Agreement

20.07 Nothing in the foregoing shall be construed to prevent the Company from hiring and employing, for temporary periods, a person or persons to operate the new or revised machinery while retraining the former operator.

20.08 The Company will not exercise its rights and obligations detailed above in an arbitrary or discriminatory manner nor in a manner contrary to the specific provisions of the Collective Agreement

ARTICLE 21 - NO STRIKES - NO LOCKOUTS

21.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees,

that during the lifetime of this Agreement, there will be no strike, slowdown or stoppage of or interference with work or production, either complete or partial and the Company agrees that there will be no lockout of Employees.

21.02 The Union further agrees that it will not involve any Employee of the Company, or the Company itself, in any dispute which may arise between any other employer and the Employees of such other employer.

ARTICLE 22 - GROUP INSURANCE

22.01 (a) The Company agrees to provide Group Insurance coverage including Life Insurance and Accidental Death and Dismemberment Insurance in the amounts listed below:- (no change from previous)

EFFECTIVE: Dec 1/95 Dec 1/96 Dec 1/97
Life Insurance \$22,000 \$23,000 \$24,000
A. D. & D. 18,000 \$19,000 \$20,000

(b) The Company agrees to provide Weekly Indemnity coverage to a maximum of twenty-six **(26)** weeks, starting with the first day of a non-occupational accident or the fourth day in case of sickness in the following amounts:

EFFECTIVE: Dec. 1,/95 Dec. 1,/96 Dec. 1,/97 Weekly \$350.00 \$370.00 \$400.00 Indemnity week week week

22.03 The Company agrees to provide a Major Medical Plan to provide benefits for such items as private duty nursing and dental treatment in case of accident. Benefits will be 100% of all eligible charges, except as specified below for dental coverage. The Major Medical Plan will also provide that drugs dispensed by a licensed pharmacist will be on a no deductible basis. A Dental Plan effective January 1,1996 similar to Blue Cross Plan #7 with Rider #1, based on the 1995 O.D.A. fee schedule will provide 90% coverage for Employees and dependents as defined. Effective January 1, 1997 the Dental Plan will be based on the 1996 O.D.A. fee schedule with a 10% cost share to be paid by the employee.

Effective January 1, 1998 the Dental Plan will be based on the 1997 O.D.A. Fee Schedule with a ten percent (10%) cost share to be paid by the employee.

22.04 The Company agrees that when a major medical drug claim exceeding \$50.00 has not been paid by the Insurance Carrier within 14 calendar days from the date of submission by the employee to the company, the company will, upon request by the employee, pay the amount of the claim to the employee within 3 working days. Upon receipt of the cheque from the Insurance Carrier, the employee will **re-imburse** the company.

ARTICLE 23 - PENSION PLAN

23.01 The Company has agreed to make available to all Employees in the Bargaining Unit, a

Pension Plan as described in Schedule "A" to this Agreement.

Effective December 1, 1995 the minimum Monthly Pension payable to an Employee eligible for Pension thereunder who retires on his normal retirement date or postponed retirement date, shall be \$24.50 multiplied by the Employee's Credited Service.

Effective December 1,1996 the Pension Plan shall be amended to increase the minimum Monthly Pension to \$27.00 per month, multiplied by Credited Service.

Effective December 1,1997 the Pension Plan shall be amended to increase the minimum Monthly Pension to \$29.50 per month, multiplied by Credited Service.

23.02 Effective December 1,1994, Employees with thirty (30) or more years of service may retire with full Pension Benefits.

23.03 No matter affecting the Plan or its application or administration shall be subject to grievance or arbitration procedures.

ARTICLE 24 -WAGES

24.01 The Co-Operative Wage Study (C.W.S.) Manual for Job Description, Classification and Wage Administration, dated November 18th, 1968, (herein referred to as "the Manual") is incorporated into this Agreement as Appendix "B" and its provisions shall apply as if set forth in full herein.

24.02 Each Employee's job shall be described and classified and a rate of pay applied to such Employee in accordance with the provision of this Agreement.

24.03 The Company agrees that as of November 18,1995 the Classification and Wage Schedule as provided in Appendix "A" will take effect, and will be amended as follows.

Effective November 18, 1996 a \$0.30 increase to the base rate of each Job Class.

Effective November 18, 1997 a \$0.30 increase to the base rate of each Job Class.

A one time Lump Sum Payment of \$700.00 (gross) will be paid to all non-probationary Employees actively on the payroll on the date of ratification of this Agreement.

APPENDIX 'A' CLASSIFICATION AND WAGE SCHEDULE

Effective Nov. 18/95

Work	Work Class	Probationary	Student
Class	Rate	Rate	Rate
1	\$14.385	\$11.740	\$10.740
2	14.590	11.945	10.945
3	14.795	12.150	11.150
4	15.000	12.355	11.355
5	15.205	12.560	11.560
6	15.410	12.765	11.765
7	15.615	12.970	11.970
8	15.820	13.175	12.175
9	16.025	13.380	12.380
10	16.230	13.585	12.585
11	16.435	13.790	12.790
12	16.640	13.995	12.995
13	16.845	14.200	13.200
14	17.050	14.405	13.405
15	17.255	14.610	13.610
16	17.460	14.815	13.815
17	17.665	15.020	14.020
*18	17.870	15.225	14.225
*19	18.075	15.430	14.430
*20	18.280	15.635	14.635
*21	18.485	15.840	14.840
*22	18.690	16.045	15.045
*23	18.895	16.250	15.250
*24	19.100	16.455	15.455

^{*}See Appendix "B" for Skilled Trades

APPENDIX "A" CLASSIFICATION AND WAGE SCHEDULE

Effective November 18, 1996

Work	Work Class	Probationary	Student
Class	Rate	Rate	Rate
1	\$14.685	\$12.040	\$11.040
2	\$14.890	\$12.245	\$11.245
3	\$15.095	\$12.450	\$11.450
4	\$15.300	\$12.655	\$11.655
5	\$15.505	\$12.860	\$11.860
6	\$15.710	\$13.065	\$12.065
7	\$15.915	\$13.270	\$12.270
8	\$16.120	\$13.475	\$12.475
9	\$16.325	\$13.680	\$12.680
10	\$16.530	\$13.885	\$12.885
11	\$16.735	\$14.090	\$13.090
12	\$16.940	\$14.295	\$13.295
13	\$17.145	\$14.500	\$13.500
14	\$17.350	\$14.705	\$13.705
15	\$17.555	\$14.910	\$13.910
16	\$17.760	\$15.115	\$14.115
17	\$17.965	\$15.320	\$14.320
*18	\$18.170	\$15.525	\$14.525
*19	\$18.375	\$15.730	\$14.730
*20	\$18.580	\$15.935	\$14.935
*21	\$18.785	\$16.140	\$15.140
*22	\$18.990	\$16.345	\$15.345
*23	\$19.195	\$16.550	\$15.550
*24	\$19.400	\$16.755	\$15.755

^{*}See Appendix "B" for Skilled Trades

APPENDIX "A" CLASSIFICATION AND WAGE SCHEDULE

Effective November 18, 1997

Work	Work Class	Probationary	Student
Class	Rate	Rate	Rate
1	\$14.985	\$12.340	\$12.340
2	\$15.190	\$12.545	\$12.545
3	\$15.395	\$12.750	\$11.750
4	\$15.600	\$12.955	\$11.955
5	\$15.805	\$13.160	\$12.160
6	\$16.010	\$13.365	\$12.365
7	\$16.215	\$13.570	\$12.570
a	\$16.420	\$13.775	\$12.775
9	\$16.625	\$13.980	\$12.980
10	\$16.830	\$14.185	\$13.185
11	\$17.035	\$14.390	\$13.390
12	\$17.240	\$14.595	\$13.595
13	\$17.445	\$14.800	\$13.800
14	\$17.650	\$15.005	\$14.005
15	\$17.855	\$15.210	\$14.210
16	\$18.060	\$15.415	\$14.415
17	\$18.265	\$15.620	\$14.620
*18	\$18.470	\$15.825	\$14.825
*19	\$18.675	\$16.030	\$15.030
*20	\$18.880	\$16.235	\$15.235
*21	\$19.085	\$16.440	\$15.440
*22	\$19.290	\$16.645	\$15.645
*23	\$19.495	\$16.850	\$16.850
*24	\$19.700	\$17.055	\$16.055
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^{*}See Appendix "B" for Skilled Trades

APPENDIX "B" CLASSIFICATION AND WAGE SCHEDULE FOR SKILLED TRADES Effective Nov. 18, 1995

Effective Nov. 18, 1995				
C.W.S.JOB	WORK	WORK CLASS	PROBATIONARY	
CLASS	CLASS	RATE	RATE	
la	91	18.870	16.970	
19	92	19.075	17.175	
20	93	19.280	17.380	
21	94	19.485	17.585	
22	95	19.690	17.790	
23	96	19.895	17.995	
24	97	20.100	18.200	
25	98	20.305	18.405	
26	99	20.510	18.610	
Effective No	v. 18, 199	6		
18	91	19.170	17.270	
19	92	19.375	17.475	
20	93	19.580	17.680	
21	94	19.785	17.885	
22	95	19.990	18.090	
23	96	20.195	18.295	
24	97	20.400	18.500	
25	98	20.605	18.705	
26	99	20.810	18.910	
Effective No	v. 18, 19 <mark>9</mark>	7		
la	91	19.470	17.570	
19	92	19.675	17.775	
20	93	19.880	17.980	
21	94	20.085	18.185	
22	95	20.290	18.390	
23	96	20.495	18.595	
24	97	20.700	18.800	
25	98	20.905	19.005	
26	99	21.110	19.210	

- **24.04** Effective on the date specified in Section **24.03**, all Employees shall have their rates of pay adjusted as follows:
 - (a) If the Employee is not receiving an **out-of**-line differential prior to the date specified in Section **24.03**, the rate of pay of such Employee shall be adjusted to conform to the standard hourly rate for that Employee's job, as provided in Section **24.03**
 - (b) If the Employee is receiving an out-of-line differential prior to the date specified in Section 24.03, the rate of pay of such Employee shall be increased by the amount by which the rate for Job Class 1 has been increased, as provided in Section 24.03 and the following shall govern:
 - 1. If the Employee's new rate resulting from such increase is greater than the standard hourly rate for the job, as provided in Section 24.03, the amount by which such Employee's new rate is greater than the rate provided in Section 24.03 shall become such Employee's new out-of-line differential (which shall replace the former out-of-line differential) and shall apply in accordance with the provisions of this Agreement.
 - 2. If the Employee's new rate resulting from such increase is equal to or less than the standard hourly rate for the job, as provided in Section 24.03, the rate of pay of such Employee shall be adjusted to conform to

the standard hourly rate for the job, as provided in Section 24.03, and the former outof-line differential shall be terminated.

- **24.05** As of the date the Standard Hourly Wage Scale becomes effective, the standard hourly rate for each job class shall be the standard hourly rate for all jobs classified within such job class and shall so continue for the duration of the Standard Hourly wage Scale and shall be applied to any Employee in accordance with the provisions of this Agreement.
- **24.06** Each standard hourly rate established under Section **24.03** shall be:
 - (a) The established rate of pay for all hours paid for on a non-incentive job; and
 - (b) The established hourly base rate and minimum guaranteed rate of pay under any incentive applied to the job in accordance with the provisions of this Article.
- **24.07** Except as otherwise provided by this Agreement, the established rate of pay for each production or maintenance job, other than a trade or craft or apprentice job, shall apply to any Employee during such time as the Employee is required to perform such job.
- **24.08** Except as otherwise provided by this Agreement, the established rate of pay for a trade or craft or apprentice job shall apply to any Employee during the time such Employee is assigned to the respective rate classifications in accordance with the provisions of this Agreement.

Out-of-Line Differentials

- **24.09** The Company shall furnish to the Union a list agreed to by the Company and the Union of Employees who are to be paid "out-of-line differentials". Such list shall contain the following information:
 - (a) Name of incumbent to whom such **out-of**line differential is to be paid.
 - **(b)** Job title of job on which out-of-line differential is to be paid.
 - (c) Job Classification of such job.
 - (d) Standard hourly rate of such job.
 - (e) Amount of out-of-line differential.
 - **(f)** Date such out-of-line differential became effective.
- **24.10** Except as such out-of-line differential may be changed by the means hereinafter provided, any Employee included in the list referred to in Section **24.09** shall continue to be paid such out-of-line differential during such time as the Employee continues to occupy the job for which the differential was established.
- **24.11** If an Employee with an out-of-line differential is transferred or assigned to a job having a higher standard hourly rate, then the differential shall be reduced by the amount of the increase in the standard hourly rate.
- **24.12** If, as a result of layoff and the exercise of seniority rights, an Employee with an out-of-line differential is moved to a job having a lower standard

hourly rate, then the out-of-line differential shall be cancelled.

- **24.13** If such Employee referred to in Sections **24.11** and **24.12** shall be returned to the job for which the out-of-line differential was established, the out-of-line differential shall be reinstated except as it may have been reduced or eliminated by other means.
- **24.14** When an employee would, in accordance with the terms of this Agreement, be entitled to receive his regular rate, he shall also receive any **out**-of-line differential to which he is entitled.
- **24.15** In addition to the means herein provided, increases in the increment between job classes shall be used to reduce or eliminate out-of-line differentials.
- **24.16** Except for the application of out-of-line differentials as called for herein, the terms of this Agreement governing transfers shall apply.

Temporary Transfer

24.17 (a) An Employee who is temporarily transferred from his regular job shall be paid the standard hourly rate of the job to which he has been transferred, provided such rate is not less than that of his regular job. If the rate of the job to which he is temporarily transferred, but not as a result of a layoff is less than the rate of his regular job, he shall be paid the rate of his regular job during the period of such temporary transfer.

(b) Temporary transfers may be made for up to twenty (20) consecutive working days. However, this time may be extended by mutual consent between the Company and the Union. Experience so gained will not be taken into account when awarding job postings.

Learner Rates

- **24.18** Learner jobs requiting "learner" rates, due to lack of adequate training opportunity provided by the promotional sequence of related jobs, shall be negotiated and made a part of this Agreement.
- **24.19** A schedule of learner rates for the respective learning periods of **520** hours of actual learning experience with the Company on jobs for which training opportunity is not provided by the promotional sequence of related jobs, shall be established at the level of the Standard Hourly Wage Scale rates for the respective job classes. This determination shall be on the basis of the required employment training and experience time specified in Factor 2 of the job classification record of the respective job as follows:
 - (a) Code C: Seven to twelve months;
 - (1) One learner period classification at a level two job classes below the job class of the job.
 - (b) Code **D**: Thirteen to eighteen months:
 - (1) A first learner period classification at a level four job classes below the job class of the job, and

- (2) A second learner period classification at a level two job classes below the job class of the job.
- (c) Code E and higher: Nineteen months and
 - (1) A first learner period classification at a level six job classes below the job class of the job, and
 - (2) A second learner period classification at a level four job classes below the job class of the job, and
 - (3) A third learner period classification at a level two job classes below the job class of the job.
 - (4) Employees who have had no related work experience in relation to the respective job shall serve an additional 520 hours of work in the learner period two job classes below the job class of the job.
- **24.20** The learner periods, as provided in Section **24.19**, shall apply to those jobs listed in Appendix "C" of this Agreement, except as otherwise mutually agreed between the Company and the Union and so indicated in Appendix "C". Learner periods shall apply only to jobs in Job Class 8 and up, except where the provisions of Section **24.21** and **24.22** apply.
- **24.21** The Company, at its discretion, may apply a learner rate to a learner on any job where another Employee other than the learner is on the job, pro-

- (a) in the case of an Employee hired for the learning job, the standard hourly rate for Job Class 2; or
- (b) in the case of an Employee transferred from another job in the plant, the lower figure of:
 - 1. the standard hourly rate of the job from which transferred; or
 - 2. the standard hourly rate of the job being learned.
- **24.22** The learner provisions set forth in Section **24.21** shall apply:
- (a) for a period of time sufficient to learn to do the job, provided that such period shall at no time exceed 520 hours;
 - **(b)** only to provide replacements for job vacancies; and
 - (c) in accordance with the provisions of this Agreement for filling vacancies.
- **24.23** The Company shall furnish the Union on the form set forth as Exhibit "E" of the Manual, a list of jobs agreed to by the Company and the Union as appropriate for the application of learner rates. Such list may be added to or deleted from by mutual agreement of the Company and the Union. The schedule of learner rates set forth in Section **24.19** shall apply only to jobs in this list.
- **24.24** Employees' time spent on a job requiring a

learner schedule shall be cumulative. Periods of less than 8 hours shall not be counted toward completion of a learner schedule, but shall be paid for at the standard hourly rate of the job.

- **24.25** Any Employee who has qualified for a job through a learner schedule shall not be required to repeat that learner schedule.
- **24.26** The established learner rate of pay for each learner period classification shall apply in accordance with the learner training periods as defined in Section **24.19**. However, an Employee whose current rate of pay is higher than the minimum rate of a learner job to which he has acceded, shall maintain his current rate, but not higher than the standard hourly rate of the job being learned until such time as the rate for the applicable learner period classification is equal to or exceeds his present rate.
- **24.27** Any Employee, when assigned to a job on which a learner rate applies, shall be credited in the learner schedule with all time previously worked on such job, or, in the case of a "grouped" job, on a job in such group. It is agreed that such past time shall be computed from reasonably recent records of the Company.

Trade of Craft and Assigned Maintenance Convention

24.28 In addition to the provisions of the Manual for describing and classifying trade or craft and assigned maintenance jobs the following shall apply:

- (a) The description and classification shall be carried out in accordance with the manual.
- (b) The job classification of trade or craft jobs, having been classified as in Paragraph (a), above, shall be increased by two job classes and the two job classes shall be incorporated into the total classification of the job.
- (c) The job classification of assigned maintenance jobs, having been classified at job class eleven or higher as in Paragraph (a), above, shall be increased by two job classes which shall be incorporated into the total classification of the job.
- (d) Where a change in an existing job requires a new description and classification for a job on which this convention has already been applied, such job shall be reclassified in the same manner as that followed prior to the application of this convention and the provisions of Paragraph (a), (b) and (c), above, shall apply.

Incentives

- **24.29** Should the Company desire to install incentives to cover any jobs, the following shall **gov**em:
 - (a) The standard hourly rates for the respective jobs shall be the base rates and minimum hourly guaranteed rates for such incentives
 - (b) The Company shall work out the details of the plan and submit it in detail to the Union Executive.

- (c) The Company shall, at such time furnish such explanation with regard to the development and determination of the proposal as shall be reasonably required to enable the Union representatives to understand how such proposal was developed and determined and shall afford the Union a reasonable opportunity to discuss the proposal plan.
- (d) If the Union agrees with the plan it shall be introduced on a date to be mutually agreed upon.
- (e) If agreement is not reached it shall be discussed by the referees set forth in the C.W.S. Manual, who shall attempt to agree on the plan and its installation.
- (f) If agreement is not reached, the Company may introduce the plan on a trial basis for a 30 day period and in no event longer than 90 calendar days, the actual period to be specified by the referees.
- (g) If agreement is not reached during the trial period the plan shall be referred back to the referees, who shall modify the plan to reach agreement by the parties or upon failure to agree on a modification, the plan shall not be continued during the life of the Collective Agreement.

General

24.30 Any mathematical or clerical errors made in the preparation, establishment or application of job descriptions, classifications or standard hourly

rates shall be corrected to conform to the provisions of this Agreement.

- **24.31** Except as otherwise provided, no basis shall exist for an Employee covered by this Agreement to allege that a wage rate inequity exists.
- **24.32** If the Company and Union fail to reach agreement upon any job description(s), classification(s) or assignment of personnel through the procedure provided in Article 4 of the manual such matter shall be processed through the grievance procedure beginning at the step immediately preceding arbitration and continuing through to arbitration if necessary.
- **24.33** The Company agrees to deduct \$0.01 per hour from each Employee's wages to be forwarded monthly to those designated by the union to administer the Union Humanitarian Fund. This deduction shall be voluntary on the part of each individual employee.

Leave of Absence for Union C.W.S. Committee

- **24.34** The Company agrees to grant leave of absence from their regular work to three Employees who shall be selected by the Union to act on its **C.W.S.** Committee. Employees so selected shall:
 - (a) Accumulate any seniority to which they normally would be entitled; and
 - **(b)** Receive their regular rate of pay from the Company as based upon a normal work

week, and



- (c) Return to their regular employment when their work on the C.W.S. Committee is completed.
- (d) After the program is installed, in future activities in processing new or changed jobs, the Committee shall be afforded time off, only in proportion to the number of new or changed jobs to be processed at the same above conditions.

ARTICLE 26 DURATION

26.01 Subject to the terms of the Memorandum of Settlement, this Agreement shall become effective on November 18th. 1995 and shall continue in full force and effect until November 17th, 1998 and shall continue to operate automatically thereafter during annual periods of one year each unless either party notifies the other in writing not less than thirty days and not more than sixty (60) days prior to the annual expiration date, that a revision or discontinuance is desired.

DULY EXECUTED BY THE PARTIES HERETO AS OF THE DAY OF , 1996.

ACCEPTED AND APPROVED:

UNITED RHEEM CANADA

STEELWORKERS LTD.

OF AMERICA Local 6868

G. Osborne	L. J. Williamson
E. Grady	D. C. McPherson
J. Lopez	R. R. Mitic
T. Jez	R. O. Nelson

LETTER OF UNDERSTANDING (November 18, 1975)

During periods of excessive heat and humidity when an Employee feels he cannot continue with his work assignment, he will report to his Foreman. In the event that no relief can be given the employee will be allowed permission to punch out and leave the plant, being paid only for the hours actually worked.

Should any department be depleted to the point where efficient operations cannot be maintained, the Company may, at its discretion, close it down for the remainder of the shift. Employees affected will be paid only for the hours actually worked.

RHEEM CANADA LIMITED November 18, 1989

D. Robertson
R. O. Nelson
L. J. Williamson

ACCEPTED AND APPROVED: UNITED STEELWORKERS OF AMERICA Local 6868

Per:

G. Osborne
M. Taylor
 S. McKenzie
 W. Turk

LETTER OF INTENT BETWEEN UNITED STEEL WORKERS OF AMERICA LOCAL 6868 AND RHEEM CANADA LTD. (WATER HEATER DIVISION)

It is hereby agreed that it is the intent of the Union and the Company to meet outside of the collective bargaining process to further develop a modified duty program. The purpose of this program is to provide work opportunities, if available, for employees of **Rheem** Canada who are currently off work or may go off work due to a work related injury.

In each case, the parties will deal with the circumstances related to **his/her** disability restrictions.

For the Union		
	Gary Osborne	
For the Company _		
	Larry Williamson	

LETTER OF UNDERSTANDING

Should the Company relocate its operation as per Article 1.04, that would adversely affect a person's employment, (being laid off) whose job was relocated, then a meeting will be held between the Company and the Union.

The intent of the meeting would be to endeavour to place those persons, whose jobs have been relocated. In the event of a relocation of operations as defined in Article 1.04, current employees will be given preference for the available jobs, at the new location, qualifications permitting.

For the Company	
1 7	Larry Williamson
For the Union	
	Gary Osborne

February 9, 1990

LETTER OF UNDERSTANDING (PLANT)

The Company and the Union have agreed to set up a Joint Committee to work together to address the Pay Equity Legislation.

For the Company —	
1 7	Larry Williamson
For the Union	
1 of the canon <u>—</u>	Gary Osborne

LETTER OF UNDERSTANDING BETWEEN UNITED STEELWORKERS OF AMERICA LOCAL 6868 AND RHEEM CANADA LTD.

It is agreed that the Union and the Company will meet to discuss the development of a program to advance interested, qualifying employees into the skilled trade area.

For the Union	
	Gary Osborne
For the Company _	
	Larry Williamson

EMPLOYEE BENEFITS

 Employee Benefits First Year
 Second Year Third Year

 Life Insurance*
 \$22,000
 \$23,000
 \$23,000

 A. D. & D.¹
 \$18,000
 \$19,000
 \$20,000

 Weekly Indemnity'
 \$350/Week
 \$370/Week
 \$400/Week

beginning the first day of a non-occupational accident, or fourth day of sickness; for a maximum of **26** weeks.

Employee & Dependent Benefits

 Hospital & Surgical
 100%
 100%
 100%

 Major Medical
 100%
 100%
 100%

 Dental Plan 2
 1995 O.D.A 1996 O.D.A. 1997 O.D.A.

Pension Plan \$24.50 \$27.00 \$29.50

Normal Retirement Age is 65. employees may elect a smaller personal pension with a survivor pension going to his/her spouse after the Employee's death. an unreduced Pension with 30 or more years of Service will become effective November 18, 1994.

Boot Allowance	\$70/\$80	\$75/\$85	\$80/\$90
	+ \$5.00	+\$5.00	+\$5.00
	Metatarsal		
Prescription			
Safety Glasses	\$100.00	\$110.00	\$120.00

^{&#}x27;These Benefit Increases **will** become effective the first day of the month following ratification date except for dental fee guides which are as indicated. 'Effective January 1, each year with a 10% cost share.

WATER HEATER JOB CLASSIFICATION AND RATES

	Work	CWS
	Class	Job
		Class
Maintenance		
Lead Hand-Toolmaker	97	24
Toolmaker	95	22
	95 95	22
Lead Hand-Machine Shop	93	22
Lead Hand •	0.0	22
Electrician	95	22
Electrician	93	20
Machinist	93	20
Lead Hand-Maint.	93	20
MaintMechanic	91	18
Attendant - Machine Shop Crib		8
Machinist-Appr.		6
Mechanic-Appr.		6
Electrician-Appr.		6
Plant Janitor		3
Shipping &Warehouse		
Lead Hand		12
Shipper		15
Truck Driver		10
Truck Driver Helper/		
Lift Truck Op		10
Towmotor Operator		10
Loader		7
Shipping Clerk		6
Simpping Cicik		J

For Learner Periods 520 520 520 11/18/95 11/18/96 11/18/97 1st 2nd 3rd 20.100 20.400 20.700 19.690 19.690 19.990 20.290 19.990 20.290 19.690 19.990 20.290 19.280 19.580 19.880 19.280 19.580 19.880 19.280 19.580 19.880 16 18.870 12 14 19.170 19.470 15.820 16.120 16.420 15.410 16.010 15.710 15.410 15.710 16.010 15.410 15.710 16.010 14.795 15.095 15.395 16.640 16.940 17.240 17.255 17.555 17.855 16.230 16.530 16.830 16.230 16.530 16.830 16.230 16.530 16.830

Hours & Job Class

15.615

15.410

15.915

15.710

16.215

16.010

	Work Class	CWS Job Class
Stores Department		12
Lead Hand		10
Towmotor Operator		9
Receiver		8
Receiver-Helper		8
Stock Handler		U
Tank Department Lead Hand -		
Black Line		14
Operator - Side Seam Welder		12
Set Up & Operate		
Brake Press		10
Set Up & Operate		
Projection Welder		8
Set Up & Operate		
Head Press		8
Tester		9
Off Loader -		
Carando & Grind		5
Grind & Roll		
Grind & Roll - Down		5
Utility		4
Lead Hand - Tank Line		14
Set Up Man		14
Product Welder		12
Towmotor Operator		10
S.U.&Op. Btm - Up Machine		9
Tester		9
Off Loader		5 5
Plugger		
Utility		4

Hours & Job Class For Learner Periods 520 520 520 11/18/95 11/18/96 11/18/97 1 st 2nd 3rd 16.640 16.940 17.240 16.530 16.230 16.830 16.025 16.325 16.625 15.820 16.120 16.420 15.820 16.120 16.420 17.050 17.350 17.650 16.640 16.940 17.240 8 9 16.230 16.530 16.830 7 15.820 16.120 16.420 6 7 15.820 16.120 16.420 16.025 16.325 16.625 15.205 15.505 15.805 15.205 15.505 15.805 15.000 15.300 15.600

10

8

15.000 75

17.050

17.050

16.640 16.230

16.025

16.025

15.205

15.205

17.350

17.350

16.940

16.530

16.325

16.325

15.505

15.505

15.300

17.650

17.650

17.240

16.830

16.625

16.625

15.805

15.805

15.600

	Work	CWS
	Class	Job
		Class
Glass Line		
Lead Hand - Glass Line		15
Miller-Slip		13
Lead Hand - Tank Line S.A.		12
Sprayer-Slip		11
Furnace Operator		10
Wheelabrator Op.		8
Helper-Furnace		6
Utility		4
Unplugger		
Press Department		
Lead Hand-Press		18
Die Setter		16
Towmotor Operator		10
S.U. OpPresses		10
Operator-Shear		9
Wheelabrator Op.		8
S.U.& Op Projection Welder		8
Helper - Die Setter		7
Operator-Press		7
Final Assembly		
Lead Hand		12
Foam Equipment Oper.		9
Assembler		7
Utility		4

Hours	& Jol	Class			
For L	earner	Periods			
520	520	520	11/18/95	11/18/96	11/18/97
lst	2nd	3rd			
			17.255	17.555	17.855
11			16.845	17.145	17.445
			16.640	16.940	17.240
9			16.435	16.735	17.035
			16.230	16.530	16.850
			15.820	16.120	16.420
			15.410	15.710	16.010
			15.000	15.300	15.600
			14.385	13.685	14.985
			17.870	18.170	18.470
10	12	14	17.460	17.760	18.060
			16.230	16.530	16.830
8			16.230	16.530	16.830
			16.025	16.325	16.625
			15.820	16.120	16.420
6	7		15.820	16.120	16.420
Ü	•		15.615	15.915	16.215
			15.615	15.915	16.215
			16.640	16.040	17.240
			16.640	16.940	17.240
			16.025	16.325	16.625

15.615 15.915

15.000 15.300

16.215

15.600

	Work Class	CWS Job Class
Quality Control		
Stripper-Packer		8
Stripper-Packer - Helper		7
Jacket Making		
Lead Hand -		
Jacket Making		12
Jacket Fabric.		8
Spot Welder		7
Jacket Maker		7

Hours & Job Class
For Learner Periods
520 520 520 11/18/95 11/18/96 11/18/97
1st 2nd 3rd

15.820	16.120	16.420
15.615	15.915	16.215
16.640	16.940	17.240
15.820	16.120	16.420
15.615	15.915	16.215
15.615	15.915	16.215

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