

AGREEMENT

between

ACCURIDE
CANADA INC.

and

CAW  TCA
CANADA

NATIONAL AUTOMOBILE
AEROSPACE, TRANSPORTATION AND
GENERAL WORKERS UNION OF CANADA
(CAW-CANADA), LOCAL 27, UNIT 17

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INDEX

ARTICLES

Article Title	Page
1 Recognition	1
2 Management Rights	1
3 Union Security	2
4 Union Representation	2
5 Data To Be Supplied To The Union	4
6 Consultation	4
7 Grievance Procedure	5
8 Administration of Discipline	7
9 Seniority	8
10 Hours of Work	16
11 Overtime & Premium Pay Provisions	17
12 Overtime Equalization	17
13 General Wage Provisions	19
14 Wage Application Provisions	20
15 Holiday Pay Plan	23
16 Vacations	24
17 Strikes and Stoppages	26
18 Health and Safety	26
19 Tool Replacement	27
20 Substance Abuse	28
21 Bulletin Boards	28
22 Work By Supervisors	29
23 Inventory	29
24 Function Of A Lead Hand	29
25 Skilled Trades	29
26 Weekend Worker	32
27 Benefits	35
28 Termination	38
Appendix	
"A" Maximum Rates and Classification Table	39

LETTERS OF UNDERSTANDING

Description	Page
Paid Education Leave	41
Step One Grievance by Supervisor	42T
Outpatient	42B
Employee Development	43T
Transfer for Training	43B
Day Shift	44T
Non-Disciplinary Suspension	44B

Description	Page
SUB Plan/Government Programs	45T
Maintenance Department - Summer Shutdown Schedule	45B
Plant Chairperson Hours	46T
Definition of Union Business	46B
Timecard for Plant Chairperson	47T
Definition of term "QUALIFIED"	47B
Return to Original Classification following Sickness	48T
Final Warning without Previous Corrective Action	48B
Gate 5 & 6	49T
Interim WCB Payment by S&A	49B
Canada Dental Coding System	50T
Ten Day Training Period	50B
Job Preference Record Keeping	51T
Will Not Discriminate	51B
April 28th Observance	52T
Gainsharing Review	52B
Overtime	53T
Industrial Engineering	53B
Drug Plan	54T
Benefit Booklet	54B

A G R E E M E N T

BETWEEN

ACCURIDE CANADA INC.

Hereinafter referred to as the "Company"

AND

**NATIONAL AUTOMOBILE
AEROSPACE, TRANSPORTATION AND
GENERAL WORKERS UNION OF CANADA
(CAW CANADA) LOCAL 27, UNIT 17**

Hereinafter referred to as the "Union"

For and in consideration of the mutual benefits likely to be obtained by way of more harmonious relationships between the Company and the Union, and the greater productive efficiency resulting therefrom, the parties hereto covenant and agree with each other as follows:

**Article 1
RECOGNITION**

The Company recognizes the Union as the sole bargaining agent for all employees affected by this Agreement for the purpose of collective bargaining in respect to wages, hours, and all other working conditions. The following classifications shall not be subject to the provisions of this Agreement: supervisors, and above the rank of supervisor, office, sales staff, and truck drivers.

**Article 2
MANAGEMENT RIGHTS**

Section 1 - The Union recognizes the exclusive right of the Company to hire, promote and demote, transfer, lay-off, or for just cause suspend or otherwise discipline and discharge any employee, subject to the right of the employee concerned to lodge a grievance in the manner, and to the extent herein provided.

Section 2 - 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 plant, and to determine the location of its plant, the products to be manufactured, the scheduling of its methods, processes, and means of manufacture.

Section 3 - It is understood and agreed that any of the powers and authority the Company had prior to the signing of this or any other Agreement are retained by the Company excepting those specifically abridged, delegated or granted by this Agreement.

Section 4 - The Company agrees that these functions will be exercised in a manner consistent with provisions of this Agreement.

Section 5 - The Union and employees agree to co-operate with the Company in the Company's effort to obtain better quality and quantity of production.

Article 3

UNION SECURITY

Section 1 - As a condition of continued employment, all present employees covered by this Agreement shall become and remain members of the Union at the signing of this Agreement and all new employees covered by this Agreement shall become and remain members of the Union after sixty (60) working days.

Section 2 - During the life of this Agreement, the Company agrees to, subject to dues authorization, deduct from the earnings or S.U.B. payments of each employee covered by this Agreement, Union monthly dues from the first pay period following the date of employment from which Union dues are normally deducted and Union initiation fees after the completion of the probation period. The amounts of these deductions be as laid down by the constitution and bylaws of the Union. The Company will be advised by the Union of these amounts. At the end of each calendar month and prior to the tenth (10th) of the following month, the Company shall remit by cheque to the National Union, C.A.W. Local 27, the total of the deduction made, together with a list of those from whom deductions are made. The Company shall be entitled to keep and retain the cards signed by employees authorizing payments. Any change in amount of initiation fee or dues to be deducted shall be tendered in writing by the Secretary-Treasurer of the local Union, fifteen (15) days prior to the pay day in which said initiation fees and dues are to be deducted. The Company will endeavour to comply with the provisions of this Article, but is relieved by the Union of both responsibility and liability for errors where these errors cannot be corrected from the affected employee's earnings.

Section 3 - The Union agrees that neither the Union nor its members will solicit dues, assessments, or tines on Company time.

Section 4 - Persons selected by the Company to participate in the Supervisory Training Program will continue to pay Union dues, as outlined above, during the period of such training, effective February 1, 1988.

Article 4

UNION REPRESENTATION

Section 1 - The Company will recognize three (3) Zone Committeepersons, a Skilled Trades Committeeperson, plus a Plant Chairperson from the Plant. Such Plant Committee shall constitute the in-plant committee and Negotiating Committee.

Each committee member shall be appointed by the Union for each zone. The Plant Committee to be on steady days within their zone.

As practicable as possible, the Company will keep the Alternate Committeeperson to the shift he is assigned to, unless the Committeeperson chooses to change shifts.

Section 2 - Each committeeperson shall be an employee of the Company. The Union shall notify the Company in writing from time to time of the names of the committeepersons, the effective dates of their appointment and the names of any of the former committeepersons whom they are replacing or discontinuing and of the name of the Chairperson of the Committee.

Section 3 - The Union shall have the right to appoint up to one off-shift committeeperson on each of the shifts within each of the four (4) committee zones.

The objective of this structure is to result in as many grievances and complaints being resolved at Step 1 of the Grievance Procedure as is possible.

Such appointed committeepersons shall be accountable to the elected zone committeeperson regarding required representation duties carried out on behalf of the committeeperson. The appointed committeeperson may not process a grievance to Step 2 unless agreed to by the elected committeeperson.

The Union shall have the right to appoint an alternate committeeperson in the absence of the regular committeeperson.

Section 4 - During periods when there are 350 or more employees in the Bargaining Unit, the Plant Chairperson shall be permitted to have up to eight (8) hours paid time per regular shift while on the premises for the sole purpose of:

- a) attending 2nd and 3rd step grievance meetings.
- b) C.A.W. Local 27, Unit 17, paperwork and record-keeping.
- c) preparing Union notices.
- d) maintenance of Union notice board postings.
- e) discussions with the Employee Relations Manager or his designate.
- f) meetings with employees not at work regarding Union business in a conference room or other suitable facilities,

The Plant Chairperson shall account for the paid time as per the above to the Employee Relations Manager or his designate.

It is understood that the above duties will continue for a period of one (1) month following the reduction to below 350 employees. This provision does not inhibit a co-operative approach which results in the inclusion of other duties providing such co-operative arrangements have the ongoing agreement of both the Employee Relations Manager and the Plant Chairperson.

Section 5 - The Plant Chairperson shall be supplied with office space which includes:

- a) telephone with a separate line and number. The full cost to be paid by the Union.
- b) desk and chair.
- c) filing cabinet.

Section 6 - In the event the Plant Chairperson is replaced, and he has sufficient seniority, he shall be given the choice of returning to his former classification, or electing to be declared surplus.

Section 7 - The Plant Chairperson shall receive top straight time base hourly rate excluding off-shift and overtime premiums.

Section 8 - When the Plant Chairperson is absent on a full day in terms of the Leave of Absence provisions on Union business, the alternate Chairperson shall be relieved of his normal job duties to fulfil the designated duties of the Plant Chairperson. In cases of absence for other reasons, the alternate Chairperson shall be relieved of his normal job duties to fulfil the designated duties of the Plant Chairperson from the second full day on. This provision not to apply during the summer vacation shutdown or the Christmas to New Year Holiday periods.

Article 5

DATA TO BE SUPPLIED TO THE UNION

Section 1 - The Company will supply the Union with the following information:

- a) names, social insurance numbers, telephone numbers and job classifications of employees who acquire seniority. Employees may choose not to have their telephone numbers made public to the Union.
- b) names of employees who were transferred into or out of the Bargaining Unit.
- c) names of employees on leave of absence for thirty (30) days or longer.
- d) names of employees who were laid-off (other than temporary).
- e) names and addresses of Union members every six (6) months, as well as address changes as they take place. It is the responsibility of each employee to keep the Company informed when his address and telephone number changes, and to make all such changes on an appropriate form to be supplied by the Company.
- f) copies of job postings.
- g) the Plant Chairperson will be advised of the name(s) of successful job bid applicant(s) at the same time as the successful applicant, by any method chosen by the Company.
- h) the Plant Chairperson will be advised in writing of the adjusted seniority of persons transferred back to the Bargaining Unit.

Article 6

CONSULTATION

On the request of either party, the parties shall meet at least once every two (2) months until this agreement is terminated for the purpose of discussing issues relating to the workplace which affect the parties or any employee bound by this agreement.

Article 7
GRIEVANCE PROCEDURE

Section 1 - It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible.

It is understood that the employee has no grievance unless the matter has first been referred by the employee concerned to his immediate Supervisor within five (5) working days from the date the employee became aware of the occurrence causing the complaint.

An employee having a complaint may proceed as follows:

STEP NO. 1 -

Complainant must discuss the matter with his immediate Supervisor in charge. If it is necessary to hold a further meeting regarding the grievance, the Supervisor will, upon the request of the employee, meet with the employee and a Zone Committeeperson during the shift if practical. The answer of the Supervisor shall be made within one (1) working day of the meeting excluding Saturdays, Sundays and Holidays.

STEP NO. 2 -

Failing agreement at Step No. 1, the said Committeeperson may within one (1) working day from the reply excluding Saturdays, Sundays and Holidays, request the said Supervisor to arrange a meeting with the Committeeperson, Plant Chairperson, and Factory Manager, or his delegate. The meeting to be held within two (2) working days of the time of request excluding Saturdays, Sundays and Holidays.

STEP NO. 3 -

Failing agreement at Step No. 2, and if the complainant wishes further negotiations with respect to the same, the grievance shall be submitted to the Human Resources Manager in writing, signed by the employee, if possible, on a form provided by the Company, within three (3) working days excluding Saturdays, Sundays and Holidays, of the reply at Step No. 2.

The employee shall have the assistance of the committeeperson if he so desires to reduce his grievance to writing.

A meeting between the Human Resources Manager or his delegate and the Negotiating Committee to be held within five (5) working days excluding Saturdays, Sundays and Holidays, from the date of receipt of the written grievance. If the Negotiating Committee so desires, they may call a representative of the National Union to assist them at this meeting.

Upon request from the Union, with reasonable notice, the grievor may be present during the third step grievance meeting for the purpose of necessary clarification regarding the grievance in question

The answer of the Human Resources Manager or his delegate shall be given in writing within three (3) working days following the meeting excluding Saturdays, Sundays and Holidays. If during the meeting, there is a situation where further investigation and representation is desired, by either party, the time limit for the written answer shall be extended

by five (5) working days, upon request of either party, so as to facilitate such investigation and representation. Any subsequent time extension shall be by mutual agreement only.

If no settlement of the grievance is reached and the grievance involves the interpretation or application of this Agreement, the next step is arbitration.

Section 2 - Should differences arise between the Company and the Union as to the interpretation of this Agreement or should either party allege that the other has violated this Agreement, which may affect the employees either as individuals or as a group, the matter shall be taken up at Step No. 3 of the Grievance Procedure outlined above at the request of either party. The Union agrees that the right to process policy grievances will not be abused to circumvent the regular grievance procedure. If a satisfactory settlement of the dispute is not reached within thirty (30) days, the matter may be referred by either party to an Arbitrator.

3

Section 3 - The following principles will be adhered to in the processing of grievances:

- a) When an employee requires a Union Representative, he shall notify his Supervisor who will send for such representative promptly.
- b) The Supervisor affected will arrange for replacement where necessary so that the parties involved may meet to discuss or process the grievance as soon as reasonably possible.
- c) It is understood and agreed that committee persons as well as other employees have other duties to perform.
- d) Grievances may be presented or adjusted during working hours without loss of pay.
- e) No committee member may leave his job on the handling of a grievance for more than a reasonable length of time and all time taken shall be used for investigation and processing grievances.
- f) No member of the Plant Committee shall leave his job to handle a grievance until he has first obtained permission from his Supervisor and a man has been assigned to relieve him when necessary. Such permission shall not be unreasonably withheld, and the Union Representative shall notify his Supervisor upon returning to his Department.
- g) In the event the Union does not agree with the answer from the Company at the third step of the Grievance Procedure in a matter pertaining to discipline in which reference is made to prior discipline in assessing penalty, the Company will, upon request, supply to the Plant Chairperson a copy of the discipline referred to.
It is understood that the copy of discipline will be made available to the Union as set out above for information to assess the matter and for this purpose only.
- h) Reprimands will be made available at grievance meetings regarding the reprimand in question.
- i) The time limits as outlined in the above Grievance Procedure may be extended by mutual agreement.

In the case of a written grievance, such request must be made and answered in writing.

Section 4 - Arbitration

- a) Grievances arising under this Contract, not settled through the heretofore enumerated steps of the Grievance Procedure, shall be submitted to an Arbitrator whose decision shall be final and binding on both parties.
- b) The party desiring arbitration shall notify the other in writing of its intent to arbitrate the grievance. This written notification must be made within fifteen (15) calendar days after the Company has placed its final disposition on the grievance. If such notification is not submitted, the grievance shall be considered as closed.
- c) The Arbitrator shall be selected within ten (10) days from the date of receipt of the notice of appeal. He should be selected by mutual agreement between the Company and the Union. Failing such an agreement within five (5) working days, the grieving party must then request the Minister of Labour for the Province of Ontario to appoint an Arbitrator.
- d) The Arbitrator shall meet and hear the evidence and representations of both parties as soon as possible and shall render a decision promptly. The decision of the Arbitrator upon the matter submitted shall be final, conclusive, and binding upon the parties hereto, provided the Arbitrator shall not have authority to change, alter, or modify any of the terms or provisions of this Agreement nor to substitute any new provisions in lieu thereof, nor give any decision inconsistent with the intent, terms, or provisions of this Agreement.
- e) The expenses and fee of the Arbitrator shall be borne equally by both parties hereto. No costs of any arbitration shall be awarded to, or against, either party.
- f) Arbitration shall be held in London, Ontario.
- g) Grievances not appealed from the disposition of the Company's representatives in any of the steps of the Grievance Procedure within the times and in the manner specified herein shall be considered as having been adjusted to the satisfaction of the employee and the Union on the basis of the disposition last made and shall not be eligible for further appeal subject to the right of the Arbitrator to set aside any question of time limits in accordance with the Labour Relations Act.
- h) Any grievance involving the interpretation or application of this Agreement which has been disposed of hereunder, shall not be made the subject of another grievance.
- i) Two (2) Union Representatives shall be paid for time lost attending arbitration hearings.

Article 8

ADMINISTRATION OF DISCIPLINE

Section 1 - The maintenance of discipline is essential to the satisfactory operation of the plant and the Company reserves the right to discipline for just cause, up to and including discharge. The Company agrees to notify an employee of his right to have a Committee person present at any interview on discipline, and to notify, in writing, a Union Representative of any such disciplining of an employee. Such discipline

will normally take place within five (5) working days from knowledge by the Company of the incident(s) requiring possible disciplinary action. This period may be extended by the Company, in which case the Union shall be informed of the reason for the extension, and the investigation will proceed and a decision made as soon as reasonably possible.

Employees under final warning of discharge shall have their disciplinary record cleared after twelve (12) months of active service without a disciplinary offence following the final warning.

Should an employee be instructed to leave the plant, subject to an investigation, such investigation should be completed within three (3) working days, when possible. If he is instructed to leave the plant, he will be provided with a Union Representative before he is required to leave the plant. The Company agrees to remove an employee's disciplinary record after eighteen (18) months of active service, providing a similar offence is not repeated by the employee within the eighteen (18) months,

Section 2 - The Company will supply a copy of a reprimand to the employee concerned. In the event the employee chooses to provide the Union with a copy of the said reprimand, it shall be used for no other purpose than the processing of a grievance related to this reprimand only.

Section 3 - The Company will supply written explanation to the Union and employee regarding suspensions and discharges.

Section 4 - The Company will not take discipline against any employee following a period of five (5) years of employment as a result of misinformation contained in his Application for Employment form.

Article 9 SENIORITY

Section 1 - General

Fundamentally, rules respecting seniority are designed to provide to employees an equitable measure of security based on length of service with the Company.

Section 2 - Probationary Period

Employees shall be regarded as probationary for the first sixty (60) working days of their employment, and shall have no seniority standing until completion of a sixty (60) working day period in any single employment year.

In the event the Company recalls a probationary employee within six (6) months of previous employment, the previous days worked while on probation will be credited to the employee and when the employee obtains seniority, his seniority date shall be adjusted so as to include the days worked while previously on probation. This section shall not apply to students who shall not be allowed to obtain seniority unless they apply for and are accepted for regular employment.

During an employee's probationary period, he shall be subject to being disciplined, suspended or discharged and shall not be entitled to grieve or arbitrate discipline or a suspension or discharge which occurs during the probationary period unless such discipline, suspension or discharge is exercised in a manner which is discriminatory or in bad faith.

Section 3 - Seniority Lists

- a) All present employee names who have seniority will be placed on a seniority list as of the day of hiring, providing they are not in conflict with Article 9, Section 4 - Loss of Seniority.
- b) The Company will post a revised seniority list each six (6) months. Upon the posting of the revised seniority list as provided, a copy of the master seniority list will then be given to the Chairperson of the Committee.
- c) Seniority shall start from the first date of hiring and the employee's name shall appear on the seniority list in order of his respective date of hiring.

Section 4 - Loss of Seniority

Seniority shall be forfeited if an employee:

- a) quits
- b) if the employee is discharged and such discharge is not reversed through the Grievance Procedure
- c) if absent from work without leave for more than four (4) consecutive working days
- d) if the employee fails to report within three (3) working days or fails to give a satisfactory explanation for not reporting after notice of recall to work to his last address on record with the Company
- e) in case of non-employment with the Company for a period of eighteen (18) months, if an employee has less than twelve (12) months of seniority, or for a period of time exceeding three (3) years if an employee has more than twelve (12) months seniority. This section does not apply to an employee who has a handicap as defined by the Human Rights Code (Ontario)
- f) if an employee overstays his leave of absence and fails to return to work on the first day after the expiration date of an approved written leave of absence or extension thereof
- g) if an employee accepts other employment while on leave of absence
- h) if an employee is regularly employed full-time forty (40) hours elsewhere while employed with the Company
- j) if an employee retires normally, including early retirement on pension.

Section 5 - Transfer Back To Bargaining Unit

Any person previously employed in the hourly Bargaining Unit, upon being transferred to a position within the Bargaining Unit, shall be credited for seniority purposes with the seniority held at the time of his transfer from the Bargaining Unit. The Company will endeavour to effect each transfer, if they occur, at such times and in such manner that no employee with seniority will be laid-off as a direct result thereof. Employees hired in positions outside the Bargaining Unit and subsequently transferred to positions within the Bargaining Unit, shall enter the Bargaining Unit as new employees with no seniority credit.

Section 6 - Lay-Off and Recall

- a) The Company shall give notice of lay-off to employees and a copy to the Union Chairperson, five (5) working days before the lay-off wherever possible.
- b) The Chairperson of the Plant Committee shall be advised of all contemplated cases of extended lay-off in advance of the time that notice is given to the employees to be laid-off and shall be advised in writing at the time of lay-off.
- c) When lay-offs become necessary, they shall be handled as follows:
 1. Work Groups 1 and 2:
 - (a) Probationary employees shall be laid-off first.
 - (b) If further lay-offs become necessary, employees with the least amount of plant seniority shall be laid-off.
 - (c) As a result of a reduction in the workforce, employees shall be declared surplus from their job classification based on their plantwide seniority within their job classification.
 - (d) Employees declared surplus in accordance with (c) above shall elect by plant seniority to either:
 - (i) fill a position in an open job classification created due to application of (a) and (b) above.

OR
 - (ii) when qualified due to past experience or demonstrated capabilities, apply their plantwide seniority in a job classification in Work Groups 1 and 2 and if in Work Group 4 or 4A, in a job classification in Work Group 3.
 - (e) In application of seniority to lay-offs, employees to be retained on the basis of seniority must have the ability to do the work available within a reasonable period of time, which will be five (5) working days under normal supervision, so long as it does not curtail production standards.
 - (f) After the trial period, an employee who has elected and has tried and is not capable, shall then be laid-off, and no employee then assigned to such work shall have any claim to retroactive pay for such period. An employee who elects to apply his seniority must do so prior to his lay-off.
 - (g) Employees displaced due to application of seniority, shall apply their plant-wide seniority in accordance with (d) above and the trial period in (e) and (f) above shall apply.
 2. Work Group 3: Zone Tech-
 - (a) Probationary employees shall be laid-off first.
 - (b) If further lay-offs become necessary, employees in Work Group 3 Step 1 or 2 will be declared surplus from the classification accord & g to their employees in Step 3 or 4 will be retained in their job classification based on their seniority providing the employees to be retained in their job classification have the qualifications, skills and capabilities required to perform the work that needs to be done

- (c) Employees displaced from their job classifications shall apply their plant-wide seniority in the plant in lower paid job classifications in accordance with c-1(d). Exceptions can be made regarding higher paid or lateral job classifications in cases where the displaced employee has previously successfully carried out the required duties in the higher paid or lateral job classification.
 - (d) In application of seniority to lay-offs, employees to be retained on the basis of seniority must have the ability to do the work available within a reasonable period of time, which will be five (5) working days under normal supervision, so long as it does not curtail production standards. In Work Group 3, the trial period can be up to thirty (30) working days providing the necessary work is being carried out by the employee.
 - (e) After the trial period, an employee who has elected and has tried and is not capable, shall then be laid-off and no employee then assigned to such work shall have any claim to retroactive pay for such period. An employee who elects to apply his seniority must do so prior to his lay-off.
 - (f) Employees in Work Groups 3 displaced due to the application of (c) above shall apply their plantwide seniority in accordance with (c) above and the trial period in accordance with J(d) and J(e) above shall apply.
- d) In the event a senior employee becomes subject to lay-off through application of this Article, Section 6-c-1-(f), Section 6-c-2-(e), or Section 6-i, the Company agrees, upon request, to discuss the matter with the Union for the purpose of endeavouring to resolve the problem.
 - e) Committeepersons shall have top seniority within their zone in case of a reduction of the workforce if capable of handling the jobs available.
 - f) The Plant Chairperson shall have the top plantwide seniority if capable of handling the jobs available.
 - g) In case of an employee suffering a major disability, exception may be made to the seniority provisions of this Agreement in favour of such employee by the Management after consultation with the Plant Committee.
 - h) In the event that the application of the lay-off provisions results in an employee in the classification of Zone Operator being retained when a more senior employee in Work Groups J and 2 is to be laid-off, the more senior employee can displace the most junior zone operator providing the more senior employee has the ability to do the work within a reasonable period of time, which will be five (5) working days under normal supervision, so long as it does not curtail production standards.
In the event the more senior employee fails the trial period, he shall be laid-off and no employee then assigned to such work shall have any claim to retroactive pay for such period. An employee who elects to apply his seniority must do so prior to his lay-off.

- i) The Company and the Union agree that the Company may temporarily lay-off employees due to breakdown of equipment, shortage of material, temporary changes in schedules, and for reasons of like nature and if such lay-off becomes necessary, junior employees within the department and shift or departments and shifts affected may be laid-off for a period not to exceed three (3) working days before the Company is obliged to apply paragraphs a, b, and c above.
- j) When an increase in the workforce is to be effected, all employees shall be recalled in line with their plantwide seniority:
 - (i) To Work Groups J and 2
 - OR
 - (ii) To Work Groups 3, providing they are qualified.
- k) Before recall, a notice will be posted on the Company bulletin boards listing the job classifications to be filled so that employees previously displaced from their job classifications due to reduction of workforce within the previous twelve (12) months, can request transfer back to their job classifications. This request for transfer to be made in writing within forty-eight (48) hours of the posting of the notice. The most senior employees requesting a transfer will be transferred back to their job classifications providing they can perform the job duties which are required. Employees at work during the posting who fail to request a transfer back to their job classifications following their displacement shall not be eligible for preference under this provision for subsequent postings.
- l) Notwithstanding the foregoing, it is agreed that where the plant shuts down production completely (for example, because of lack of work, etc.), all employees will be laid-off and recalled as their jobs finish and restart up to a limit of three (3) working days.
- m) At each lay-off or recall, certain qualified employees in classification Groups 2, 3, 4 and 4A, whose services are required, may be retained in, or recalled to service out of seniority.
- n) Any employee with seniority may, upon written notification to the Company, volunteer to be placed upon temporary layoff (90 days or less) in place of junior employees. Upon agreement between the Company and the Union the parties enter into an arrangement applying the concept of inverse seniority on layoffs. Upon such agreement, such requests will be allowed by the Company provided it is of the view that the granting of such request will not infringe upon its ability to maintain a work force with the skill and ability to perform the work to be undertaken during the period of temporary layoff. The granting of such requests shall not give rise to a claim that the Company is in contravention of any of the seniority rights upon the requesting employee as set forth in this agreement. The Company, the exclusive to place active employees in line with the skill and ability required to perform the necessary work, on jobs vacated by senior employees who volunteer for temporary layoff. It is recognized that in some cases, efficiency needs may not make it possible for the Company to grant volunteer layoff requests. The Company reserves the exclusive right to recall employees from temporary layoff at anytime during the term of the layoff.

Section 7 - Job Posting

a) 1. Work Groups 1 and 2

In the event new jobs are created or vacancies occur in Work Groups 1 and 2 within the Bargaining Unit, the Company will post such new jobs or vacancies for a period of two (2) working days or forty-eight (48) hours before new employees are hired, in order to allow employees with seniority to apply in writing. The Company will advise all these applicants in writing as to their disposition.

2. Work Groups 3, 4 and 4A:

In the event new jobs are created or vacancies occur in Work Groups 3, 4, or 4A within the Bargaining Unit, the Company will post such new jobs or vacancies for a period of two (2) working days or forty-eight (48) hours, before the new job or vacancy is filled in order to allow employees with seniority to apply in writing. The Company will advise all these applicants in writing as to their disposition.

b) In Work Groups 1 and 2, the most senior applicant with the necessary adaptability, capability, and factors specific to the job shall be awarded the job bid. An employee awarded the job bid by the Company shall be given a trial period of five (5) days on the job. Time extension requests can be granted by the Company in individual cases following consultation with the Union. In Work Group 2 only, the Company must select one of the applicants for the posted job bid prior to filling the vacancy with a new hire, where there is a single applicant, he will be awarded the job bid provided he has the capability and other factors specific to the performance of the job.

In the event the successful job bid applicant fails the trial period, consideration shall be given to unsuccessful job bid applicants, if any, providing the criteria of the first paragraph of (b) is met.

c) In Work Group 1, the selection for the job bid shall normally be based on adaptability, capability, and other factors specific to the job. When these factors are relatively equal, the most senior bidder will be selected. An employee awarded a job bid by the Company shall be given a trial period of up to thirty (30) days on the job

d) In Work Groups 4 and 4A the selection for the job bid shall be normally based on adaptability, and other factors to the job. When these factors are relatively equal, the most senior bidder will be selected. An employee awarded a job bid by the Company shall be given a trial period of up to ten (10) days on the job.

e) When applying the Company right of selection of job applicants in Work Group 4A, in accordance with this Section, it is not the intention of the Company to use this right so as to deny an employee with sufficient adaptability, capability, and potential, the opportunity of being awarded the job bid. In the event that none of the job bid applicants are selected, the Company agrees to inform the Plant Chairperson, with the purpose of reviewing any difficulties and to attempt to resolve any problems prior to hiring new employees for this position.

f) An employee who bids successfully for a job will not be entitled to bid for another job for a period of six (6) months.

- g) Newly created jobs or vacancies may be filled without reference to job bid applicants for the time the job is being posted and until the employee who was awarded the bid is placed on the job, which will be as soon as reasonably possible. The Company will notify the successful applicant(s) within five (5) working days of removing the posting.
- h) It is understood that the following guidelines will be used when applying the job posting provisions:
 - 1. The Department Manager control areas shall be observed as departments and vacancies shall be posted by job classification and department.
 - 2. Zone operators, and zone technicians shall be posted under the current Departmental Manager control areas, which are:
 - (a) Wheel Assembly
 - (b) Disc Department
 - (c) Light Wheel and Duplex
 - (d) Rim, Ring, Base and Spacer Lines
 The above are subject to change as Departmental Manager control areas change.
 - 3. Job posting provisions will not apply to changes between the above groups in the following circumstances:
 - (a) when new crews are started
 - (b) when production schedule changes result in any change in the numbers of crews required, crews can be reassigned as groups.
 - 4. Employees assigned to new line start-ups shall be considered as temporary transfers until the job posting for a crew has been followed. The job posting will be done as soon as reasonably practical. The experience gained as the result of this temporary transfer will not be considered an advantage over a more senior otherwise eligible applicant when awarding the job bid.
 - 5. It is recognized that all re-assignments due to vacation schedules are covered by the temporary transfer provisions.
- i) In all cases of job postings, the Company will notify the candidate(s) of their status within five (5) working days of removing the posting. As much as practicable, the Company will notify the successful candidate(s) of his start date on the new job.

Section 8 - Job Preference System

- a) An employee with seniority wishing permanent transfer to another job classification within the Bargaining Unit may make written application to the Human Resources Department stating the job classification he wishes to be transferred to.
- b) Each employee may have one such transfer application on file at any one time, however, the request may be changed at any time.
- c) Employees with applications on file more than fifteen (15) working days excluding Saturdays, Sundays, and Holidays prior to the vacancy occurring will be subject to the selection criteria of the job posting provisions prior to permanently filling any subsequent vacancies caused due to a successful job bid in Work Group 1 and Work Group 2 (Zone Operators only).
The written applications may be viewed by the Plant Chairperson upon request.

- d) An employee who is transferred in terms of the above or who is a successful job bid applicant shall not be eligible for further transfer under this Section or eligible for a job bid for a period of six (6) months.

Section 9 - Temporary Transfer

- a) The right to assign employees to jobs or temporarily transfer employees from one classification or department to another is the sole responsibility of Management.
- b) The above Section will not be used by the Company to avoid their obligation under the Job Posting Section.
- c) Employees temporarily transferred at the convenience of Management shall receive the rate of their regular classification to which they are transferred, whichever is higher.
- d) Employees reassigned because of a reduction in manpower, machine breakdown, change in schedule, shortage of material and similar factors, shall receive the rate of the job to which they are assigned providing there is no reduction in base hourly rate for temporary transfers of up to five (5) days.
- e) All hourly rate changes shall be effective for the period of the transfer.
- f) In cases where jobs, must be filled by temporary transfer for more than five (5) days, the Company agrees to offer the senior employees in the classification in the department, the transfer. This provision will not apply to Zone Technicians and Lift Truck Operators.

Section 10 - Leave Of Absence

- a) The Company, at its discretion, may grant leave of absence to employees with seniority. The seniority will accumulate during such leave of absence not exceeding sixty (60) days and providing application for such leave of absence is made in duplicate on a form to be provided by the Company at least one (1) week prior to the intended starting date of such leave of absence.
- b) Any employee of the Company elected or appointed to a full-time position in the Local or the National Union, C.A.W., shall be granted a leave of absence without pay by the Company for a period up to one (1) year and shall retain and accumulate seniority. Such leave of absence will be automatically renewed each year until such position has expired. During such leave of absence, the Union may elect to maintain the employee's benefit program including pension through the Company by paying the cost to the Company.
- c) The Company will, upon written notice of at least one (1) week if possible, grant a leave of absence without pay to members of the Committee to attend to Union business outside the plant.
- d) The Company will, upon written notice of at least one (1) week, grant a leave of absence without pay to employees in the Bargaining Unit to attend to Union business outside the plant. Such notice will indicate Union business or education leave. The Union will provide a monthly schedule of requested leaves of absence for Union business or education leave, indicating the employee's name and anticipated dates of leave.

No more than a total of one-hundred and twenty (120) hours leave of absence to be granted under this provision in each calendar month. The Company is willing to discuss, with the Union, leaves of absence in excess of the 120 hours per calendar month.

- e) In terms of c) and d) above, the Company will continue to pay the employee's wages and once per month bill C.A.W., Local 27, for reimbursement of the costs.
- f) The Company will, upon written notice to the Employee Relations Manager, grant leave of absence to employees elected to a full-time public office of either a Municipal, Provincial, or Federal Government for the period of time to fulfil the duties of his office. It is understood that the Company will not continue or pay for any benefits during this period.

Article 10 HOURS OF WORK

Section 1 - 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 per week or of days of work per week:

- a) The normal work week shall consist of five (5) eight (8) hour days from Monday to Friday inclusive.
- b) The Company shall have the right to continue present and establish future starting and quitting times and lunch periods. The Committee Chairperson shall be notified in advance of such changes.
- c) The present normal hours for shift operations are:
 - One Shift Operation:
7:00 a.m. - 3:30 p.m.(Exception Yard Crew)
(8:00 a.m.-4:30 p.m.)
 - Two Shift Operation:
 - 1. 7:00 a.m. - 3:30 p.m.
 - 2. 3:30 p.m. - 12:00 a.m.
 - Three Shift Operation:
 - 1. 7:00 a.m. - 3:00 p.m.
 - 2. 3:00 p.m. - 11:00 p.m.
 - 3. 11:00 p.m. - 7:00 a.m.
- d) The work week on a three (3) shift basis may commence at 11:00 p.m. Sunday evening in which event the premium provided for Sunday work shall not be applicable.
- e) Where three (3) shifts are required, the normal hours of work for night shift workers will be 11:00 p.m. - 7:00 a.m. and such work week will begin at 11:00 p.m. Sunday and will be considered a Monday shift. This provision applies to paid holidays as well. The Company shall rotate employees on a two or three shift operation every two (2) weeks.
- f) In cases where an operation is designated as a continuous operation, relief will be supplied for lunch and breaks and the employee will continue working until relieved by the next shift. In no case will the employee be required to continue working more than twelve (12) minutes into the next shift for this purpose. In consideration of the above, the employee shall receive a continuous shift allowance of \$0.20/hr. in lieu of paid wash-up time plus overtime payment for time worked beyond the end of the shift,

Article 11
OVERTIME & PREMIUM PAY PROVISIONS

Section 1 - The Company will endeavour to give at least twenty-four (24) hours notice of weekend overtime requirements, however, it is recognized that situations such as machine breakdowns, shortages of parts, shortages of materials, customer requirements or other emergencies, etc., may result in there being less than twenty-four (24) hours notice.

Section 2 - Any employee required to work more than the normal eight (8) hours per day (day in application of this Section shall mean a 24-hour period from the commencement of his shift) shall be paid at the rate of time-and-one-half. Time-and-one-half shall also be paid for work performed on Saturdays and all hours worked beyond forty (40) hours per week.

Section 3 - An employee required to work on Sundays or paid holidays shall be paid at double time.

Section 4 - Premium payments under any of the terms of this Agreement shall not be duplicated or pyramided for the same hours worked.

Article 12
OVERTIME EQUALIZATION

Section 1 - Insofar as is practicable and sensible, it is the Company's intention to give to seniority employees in a classification on a shift a relatively equal opportunity to work when such overtime is required.

Section 2 - Under normal circumstances, the following procedure will be followed:

- a) Overtime shall first be offered to the employees on the shift that normally perform the work providing these employees are within the classification.
- b) If insufficient employees are available, the overtime work will then be offered to employees on the shift in the department, giving preference to employees who have had the least overtime opportunity.
- c) If insufficient employees are available, the Company, after considering available volunteers for overtime from other departments, can then select junior employees in the department on the shift, in the classification, for overtime of up to eight (8) hours per week until they have the required number of employees.
- d) When weekend overtime is scheduled, crews can be required to change shifts for the overtime so as to facilitate equal opportunity to work overtime.
- e) None of the overtime provisions obligate the Company to schedule an employee for any overtime unless he is capable of performing the duties that are required.
- f) The above procedure not to apply to emergency overtime requirements. This clause not to apply when it is practical to follow the procedure outlined under Section 2 above.

- g) The Company will continue the present practice of giving as much overtime notice as practical. Employees shall not be charged for overtime hours not worked when there has not been at least four (4) hours notice for daily overtime or twenty-four (24) hours notice for weekend overtime.

Section 3 - If it is shown that an employee hasn't been given by 'the Company an opportunity to properly share in the distribution of overtime, the Company, upon request from the employee, will make adjustments in future overtime schedules as promptly as practicable.

Section 4 - The Company shall consider personal reasons for an employee declining to work overtime provided that the Company reserves the right to require such overtime of an employee up to eight (8) hours per week. Overtime in excess of eight (8) hours per week or on Sunday will be voluntary.

During the months of June, July, August and September, with the exception of the summer shutdown period for employees in Maintenance, mandatory overtime shall not be scheduled for consecutive weekends. These non-mandatory weekends shall be scheduled so that they coincide with holiday weekends whenever possible.

Section 5 - In the case of the Plant Chairperson, overtime opportunity shall be offered on the basis of the classification held prior to holding office.

When weekend overtime is required and the Plant Chairperson and/or the Zone Committeepersons are not scheduled to work, the Plant Chairperson may designate alternate Committeepersons from those scheduled to work.

Section 6 - It is understood that the following procedure is intended to be followed when recording overtime opportunity hours:

1. All overtime opportunity hours will be charged at premium value.
2. Any overtime hours worked or agreed to work will be charged.
3. Any overtime hours offered and not worked that are within the Department Manager's control area will be charged.
4. Employees absent for any reason when they could have been offered overtime hours or who are incapable of performing the duties which are required on overtime, will be charged for the hours which could have been offered, to a maximum of twelve (12) hours per week.
5. New employees, employees transferred to another department or classification shall be charged with the average overtime opportunity hours of the crew they are transferred to.
6. Updated overtime opportunity hours will be posted by department at least once per month, showing the employee's name, clockcard number and classification.
7. Employees will not be charged more than twelve (12) hours overtime offered but not worked on a weekend prior to the starting of his vacation.

Revisions can be made to the above procedure providing there is no conflict with the intent of the Overtime Equalization Provisions and the Negotiating Committee is informed of the changes.

Article 13
GENERAL WAGE PROVISIONS

Section 1 - Wage Scale

The rates for the classification of work covered by this Agreement as are set out in Appendix "A" which is attached hereto and made a part hereof.

In the event a new Job Classification is created, the wage rate shall not be less than the minimum wage rate in effect or more than the maximum wage rate in effect. The Union shall be advised of the new Job Classification and the wage rate to be applied.

In the event the Union does not agree, following a fair trial period of three (3) months, the Company will, upon request, meet with the Bargaining Committee to negotiate a wage rate for that job. Should the parties fail to agree, the matter may be submitted to arbitration according to Article 7 - Section 2.

In setting the wage rate for the new job classification, an arbitrator shall be limited to having regard to the wage rates currently paid to the existing job classifications pursuant to the wage schedule set forth in Appendix "A" hereto.

Section 2 - New Employee Rates

The starting rate for new employees and the rate for the first sixty (60) days worked, shall not be more than ten percent (10%) below the negotiated rate for the classification of the job for which they are employed.

Upon completion of the first sixty (60) days worked, employees shall receive a lump sum payment by separate cheque equal to fifty percent (50%) of the difference between the negotiated rate and the new employee rate.

Section 3 - Shift Premiums

- a) Any employee working the afternoon or second shift or the night or third shift shall receive a premium of fifty cents (\$0.50) per hour.
- b) No premium shall be paid on a day shift or for overtime worked following or prior to working the day or first shift. Shift will apply to the Scrap Controller only for regular shift hours worked on the afternoon or midnight shift.
- c) Shift premiums shall not be taken into account in calculating overtime or incentive pay.
- d) Shift premiums shall apply to afternoon or second shift or night or third shift worked, on Saturdays, Sundays and Holidays, as well as overtime worked prior to or following the working of any afternoon or second shift or any night or third shift.

Section 4 - Mileage Payment

All employees who drive their own car on Company business shall be paid in accordance with Company policy.

Section 5 - Progression - Roving Inspector, K.S.F. Operator, Zone Technician, Zone Operator

- (i) The following guidelines will be used when advancing Zone Operators from Step 1 through to Step 2; Roving Inspectors, K.S.F. Operators, or Zone Technicians from Step I through to Step 3:
 - (a) An employee who has carried out the required duties while in Step 1 or 2, for twelve (12) months, shall be advanced to the next step on completion of each twelve (12) month cycle.

OR
 - (b) An employee who has successfully demonstrated the skill and knowledge level required can at the sole discretion of the Company be promoted to any higher step, after discussion with the Union.
- (ii) The following guidelines shall be used when Roving Inspectors, or Zone Technicians are advanced from Step 3 to Step 4:
 - (a) On completion of twelve (12) months at Step 3, the employees who have demonstrated the capability of carrying out the required duties on a variety of jobs within the classification in a qualified manner shall be advanced to Step 4. In cases where the employee has not demonstrated the necessary capability for advancement to Step 4, the circumstances shall be discussed with the Union and the employee shall be advised of the required improvement. Thereafter the employee's progress shall be reviewed at least every six (6) months with the objective of advancing the employee to Step 4 after the necessary improvements have been demonstrated.

OR
 - (b) An employee with less than twelve (12) months at Step 3 who has demonstrated the capability of carrying out the required duties on a variety of jobs within the classification in a qualified manner, can at the sole discretion of the Company be advanced to Step 4, after discussions with the Union.
- (iii) In Work Groups 1 and 2, reclassification as Zone Operator can take place following discussion and agreement with the Negotiation Committee.

Article 14

WAGE APPLICATION PROVISIONS

Section 1 - Reporting Pay

An employee reporting for work on instruction of the Company, but for whom no work at his regular job is available, shall be offered work in another classification at the prevailing rate for such classification, or shall be paid for four (4) hours time at the hourly rate he would have

received if he had actually worked. This provision shall not apply when such lack of work is due to a labour dispute within the Company's plant; fire; flood; or other cause beyond the control of the Company; or if the employee has failed to keep the Company informed of his current address and phone number where he might be contacted.

Section 2 - Emergency Call-In

A minimum of four (4) hours pay at the applicable rate will be provided for an employee called in to do emergency work. The employee called for such emergency work having completed his assignment, will report to the supervisor in charge. If the supervisor has no other emergency work, the employee will proceed to punch out.

Section 3 - Paid Rest Periods

- a) The Company shall provide a ten (10) minute rest period for each half of the regular shift, with a designated time to be mutually agreed to except as provided below.
- b) When an employee is required to work for a minimum of two (2) hours overtime, he will be entitled to a ten (10) minute break.
- c) There will be a ten (10) minute break prior to working any overtime following a shift.

Section 4 - Lunch Period

- a) Lunch break of thirty (30) minutes without pay shall be provided during the regular shift.
- b) Employees in departments scheduled for three (3) shifts will be permitted to take twenty (20) minutes lunch period with pay.
- c) When eight (8) hour weekend overtime is scheduled, a twenty (20) minute paid lunch period will apply.

Section 5 - Wash-Up Time

Employees are permitted to take five (5) minutes on the end of the shift for washing up, provided the wash-up time stays in the limit of five (5) minutes and no more.

Section 6 - Jury Duty

Any employee called for jury duty or subpoenaed by the Crown to appear as a witness shall be reimbursed by the Company for the difference between jury fee or crown witness fee and his regular straight time base hourly rate, excluding off-shift and overtime premiums for the actual time he is necessarily required to be absent from the normal work week.

Section 7 - Bereavement Leave

Employees with seniority will be granted up to three (3) days leave of absence from the normal work week as required at his regular straight time hourly base rate, excluding off-shift and overtime premiums, in the event of death or bereavement in the employee's immediate family, that is, spouse, children, parents, parents-in-law, grandchildren, brothers, sisters and. In the case of grandparents-in-law, brothers-in-law, and sisters-in-law, the employee will be granted the day of the funeral to attend the funeral.

Section 8 - Injured On The Job

When an employee is injured in the plant and the examining physician

orders the employee not to work, he shall be paid at his appropriate rate of pay for the remainder of the shift on which he was injured.

Where the examining physician states the injured employee is able to return to work on the same shift, the employee shall be paid his appropriate rate of pay for the total time lost as a result of the injury. The Company shall also pay for any transportation required.

Section 9 - Incentive Wages

- a) The Union agrees and recognizes that establishment of incentive standards and the methods and means of establishing such standards are the sole responsibility of the Company.
- b) It is mutually agreed that employees will put forth every effort to maintain minimum hourly production and will do all they can to increase production to at least fifteen percent (15%) above the standard output.
- c) It is the policy of the Company that standards are to be established at the rate which will afford a minimum over-run opportunity of fifteen percent (15%) to operators of average skill and experience and working at an incentive pace. This, however, is not to be construed as guaranteeing minimum earnings of fifteen percent (15%) above the base rate, but the base rate shall be guaranteed rate for incentive workers.
- d) Established incentive standards will not be changed unless there is a change in methods, machine cycle, materials, tools, equipment, or rearrangements of equipment.
- e) A clerical error made in the establishment of an incentive standard may be corrected at any time provided that the corrections shall apply only from the date of notice of error.
- f) Allowance shall be granted at base rate for factory power, equipment repairs or adjustments, material or order delays. When the delay exceeds six (6) minutes, payments will be made to the nearest tenth (10th) hour for total time lost. During the delay period, the employee shall be required to assist in correcting the delay or do other miscellaneous suitable work which may be assigned.
- g) In the event the incentive standard is established and subsequent thereto it is discovered that the potential earnings do not apply due to incorrect crew sizes, production or mechanical difficulties, incentive standard will be withdrawn and a base rate will be paid until such time as the job is ready to run on an incentive basis.
- h) Incentive standards set prior to this Agreement are established and remain in effect. Incentive standards will only be changed in accordance with the provisions of this Agreement including cancellation of same.
- i) A complaint arising over the establishment of a new or changed incentive standard may be processed through the Grievance Procedure starting at Step I, however, no grievance shall be filed until the incentive standard has been given a fair trial period of fifteen (15) working days. It is recognized that the time periods as outlined in the Grievance Procedure will be extended for a reasonable period of time so that any necessary restudy can be done. Any adjustment of such incentive standards secured through the Grievance Procedure shall include consideration of retroactive

- pay from the effective date of the standard but in no case more than thirty (30) days prior to the filing of the grievance.
- j) In case of grievance and relative to standards or wage incentive policies, it is preferred that a qualified Industrial Engineer shall serve as Arbitrator, if available.
 - k) The Company agrees to allow review by a qualified Union National Representative at the third (3rd) Step in our Grievance Procedure if required.
 - l) The incentive calculation rate shall be effective January 21, 1993 \$16.35 reduced by 10% when applied to probationary employees.

**Article 15
HOLIDAY PAY PLAN**

Section 1 - Subject to the terms and conditions stipulated below, the Company will pay employees eight (8) hours pay at his regular straight time base hourly rate, excluding off-shift and overtime premiums for the following holidays:

1st Year -

Good Friday	<u>March 28, 1997</u>
Easter Monday	<u>March 31, 1997</u>
Victoria Day	<u>May 19, 1997</u>
Canada Day	<u>June 30, 1997</u>
Civic Holiday	<u>August 4, 1997</u>
Labour Day	<u>September 1, 1997</u>
Thanksgiving Day	<u>October 13, 1997</u>
Christmas Holiday Period	<u>December 24, 1997</u>
	<u>December 25, 1997</u>
	<u>December 26, 1997</u>
	<u>December 29, 1997</u>
	<u>December 30, 1997</u>
	<u>December 31, 1997</u>
	<u>January 1, 1998</u>
	<u>January 2, 1998</u>
Birthday	To be Scheduled

2nd Year -

Good Friday	<u>April 10, 1998</u>
Easter Monday	<u>April 13, 1998</u>
Victoria Day	<u>May 18, 1998</u>
Canada Day	<u>June 29, 1998</u>
Civic Holiday	<u>August 3, 1998</u>
Labour Day	<u>September 7, 1998</u>
Thanksgiving Day	<u>October 12, 1998</u>
Christmas Holiday Period	<u>December 24, 1998</u>
	<u>December 25, 1998</u>
	<u>December 28, 1998</u>
	<u>December 29, 1998</u>
	<u>December 30, 1998</u>
	<u>December 31, 1998</u>
	<u>January 1, 1999</u>
Birthday	To be Scheduled

3rd Year -

Good Friday	<u>April 2, 1999</u>
Easter Monday	<u>April 5, 1999</u>
Victoria Day	<u>May 24, 1999</u>
Canada Day	<u>June 28, 1999</u>
Civic Holiday	<u>August 2, 1999</u>
Labour Day	<u>September 6, 1999</u>
Thanksgiving Day	<u>October 11, 1999</u>
Christmas Holiday Period	<u>December 24, 1999</u> <u>December 27, 1999</u> <u>December 28, 1999</u> <u>December 29, 1999</u> <u>December 30, 1999</u> <u>December 31, 1999</u>
Birthday	To be Scheduled

Section 2 - It is agreed and understood the employee will be eligible for pay of holiday when he has completed forty-five (45) of the sixty (60) working day probation period.

Section 3 - It is agreed and understood that the employee to be eligible for holiday pay must have worked the last scheduled work day before the holiday and the next scheduled work day after the holiday unless the employee receives advance permission to be absent on such qualifying days.

In application of this Section, an employee who would otherwise have qualified for holiday pay and is late by up to two (2) hours on a qualifying day shall receive the holiday pay. An employee more than two (2) hours late on either qualifying day can, at the sole discretion of Management, receive holiday pay.

Section 4 - Employees with necessary seniority who have been laid-off in reduction of workforce or who have gone on an authorized sick leave within thirty (30) calendar days of the day of the holiday will be eligible for holiday pay.

Section 5 - Employees who are absent on vacation on the day of observance of any of the above-named holidays shall receive another day off with pay in lieu of the holiday.

Article 16
VACATIONS

Section 1 - Each employee on the active payroll list prior to the first day of July in any year shall be entitled to vacation with pay in accordance to the employee's length of continuous service.

- a) Employees with less than one (1) year's seniority on the qualifying date (July 1) shall receive four percent (4%) of their gross earnings.
- b) Employees with one (1) to five (5) years' seniority will receive four percent (4%) of their gross earnings and two (2) weeks vacation.
- c) Employees with five (5) to eleven (11) years' seniority will receive six percent (6%) of their gross earnings and three (3) weeks vacation.

- d) Employees with eleven (11) to twenty (20) years' seniority will receive eight percent (8%) of their gross earnings and four (4) weeks vacation. Effective March 5, 1999 employees with eleven (11) to nineteen (19) years' seniority will receive eight percent (8%) of their gross earnings and four (4) weeks vacation
- e) Employees with twenty (20) to thirty (30) years' seniority will receive ten percent (10%) of their gross earnings and five (5) weeks vacation, Effective March 5, 1999 employees with nineteen (19) to thirty (30) years' seniority will receive ten percent (10%) of their gross earnings and five (5) weeks vacation.
- f) Employees after thirty (30) years of service will receive twelve percent (12%) of their gross earnings and six (6) weeks vacation.

Section 2 - Providing an employee has worked more than 1,000 hours during the vacation pay calculation year, the payment for each week of vacation shall not be less than regular straight time hourly rate, excluding off-shift and overtime premiums, in effect at the end of the vacation pay calculation year, multiplied by forty (40).

Section 3 - Vacations are to be taken at the convenience of the Company with preference given to senior employees starting from January 1st until December 31st. To expedite the fair and equitable distribution of the vacation schedule, the Company will distribute vacation forms between January 15 and February 15 of each year. Employees will be required to complete and return these forms prior to April 16, as failure to indicate their preference will result in scheduling of the employees' vacation by the Company. The vacation schedule will be posted by May 31st each year. Once established, vacation dates may only be changed by:

- a) mutual agreement.
- OR
- b) postponement due to the employee being off work and eligible to receive Workers' Compensation.
- OR
- c) postponement due to the employee being off work and eligible to receive Accident and Sickness Weekly Benefits from a claim established prior to the commencement of the scheduled vacation.

In no case will an employee be allowed to receive Workers' Compensation or Accident and Sickness Weekly Benefits as well as Vacation Pay for the same period including any waiting period.

Postponed vacations due to the application of b) and c) above must be taken as time off work.

Section 4 - Those employees entitled to more than two (2) weeks vacation period may be required to take the extra weeks at a later or earlier date at the convenience of the Company.

Section 5 - It is understood and agreed that all employees shall take their vacation as time off and no employee shall be allowed to receive additional pay in lieu of vacation except when entitled to more than three (3) weeks vacation, in which case, the employee will be given the option of:

- a) the vacation pay for vacation beyond three (3) weeks with time off,
OR
- b) the vacation pay for vacation beyond three (3) weeks without time off.

Section 6 - A vacation bonus of \$200 shall be paid to all eligible employees on the second Friday of July each year. To be eligible, an employee must have at least two (2) years of seniority on June 30th of the current year, and have worked at least 1,000 hours between July 1st of the previous year and June 30th of the current year.

Article 17 STRIKES AND STOPPAGES

Section 1 - In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of the Agreement, there will be no strike, slowdown or stoppage of work, either complete or partial, and the Company agrees that there will be no lock-out.

It is agreed that all Union Representatives have a special obligation to actively discourage any such work stoppage.

Section 2 - The Company shall have the right to discharge or otherwise discipline employees who take part in or instigate any strike, stoppage or slowdown, but a claim of unjust discharge or treatment may be the subject of a grievance and dealt with as provided in the Grievance Procedure.

Section 3 - The Union further agrees that they will not involve the Company in any dispute which may arise between any other employer and the employees of such other employer and will not involve any employee of the Company in such a dispute when such involvement may in any way adversely affect this Company.

Article 18 HEALTH AND SAFETY

- a) The Company will continue to make reasonable provisions for the safety and health for its employees during their working hours subject to such improvement or changes as the Company from time to time may decide to implement.
- b) The Company will continue its present program to protect and promote the safety and health of its employees while in the plant. The Company will furnish reasonable protective clothing including caps and hairnets, devices and equipment, where necessary. The wearing or using of such safety items shall be mandatory and considered a condition of employment. Safety items are to be distinguished from the customary safe clothing which the Company expects employees to furnish and wear, having in mind requirements of employees' normal work assignments.
- c) In consideration of above, the Company will subsidize the purchase of one (1) pair of Company quality-approved safety shoes per calendar year per employee in the amount of seventy five dollars (\$75.00), effective March 15, 1997, payable January of each year

and one (1) pair of prescription safety glasses will be supplied not more often than once per calendar year to employees who require prescription lenses.

Probationary employees shall not receive safety shoe subsidy until after completion of probation. In a situation where probation is not completed, the employee may retain the prescription safety glasses upon reimbursement of the cost to the Company.

- d) Safety equipment including safety glasses, safety helmets, ear protectors, raincoats, welding jackets, aprons, coats, boots, hats, gloves, etc., will be returned whenever the employee is laid-off or leaves the Company.
- e) It is understood and agreed that an employee who has lost or damaged, or removed from the premises, safety equipment, will reimburse the Company for the same.
- f) The Union Health and Safety Committee will consist of three (3) appointed members who will be qualified and capable of inspection. The Union's Health and Safety Chairperson representative will be on steady days, subject to the same rules as those for Committee person, effective January 22, 1995 the Health and Safety Chairperson will be paid the Zone Operator Step 2 hourly rate or the employee's regular hourly rate prior to their appointment to the Health and Safety Chairperson, whichever is higher.
- g) The Union acknowledges there exists a joint responsibility for the maintenance of safety, health, cleanliness, and sanitary conditions and regulations.
- h) The Company has the responsibility of providing the cleaning and janitorial service, providing proper receptacles, tool racks, and other necessary safety and sanitary facilities for good health results.
- i) Employees have the responsibility of keeping their lockers clean of waste, papers and other refuse, to keep their equipment clean and orderly, and to work with due regard for own safety and safety of others.
- j) The Committee and Company will co-operate to ensure employees observe all safety and health rules.
- k) An Ergonomic Committee will be established. The Committee will have two members appointed by the Union and various additional members appointed by the Company.

Article 19

TOOL REPLACEMENT

- a) An employee on Maintenance or Zone Technician who is required by the Company to have the standard tools of his classification of work shall receive an allowance of \$160 payable on March 1st of each year for additional and/or replacement of said tools. Upon exhaustion of the above \$160 (receipts to be provided), the said employee shall have such tools replaced by the Company if they are broken or become worn-out in the performance of his work. The above broken or worn-out items must be turned in to the Company for replacement. The procedure for inventory, replacement, and removal of such items from the plant shall be determined on a local plant basis.
- b) An inventory shall be taken of the tools owned by employees on Maintenance and Zone Technician. Standard tools, and suitable substitutes therefore, of an employee's trade classification, will be

listed for replacement, and separate notations shall be made of other tools. This applies also to new employees and employees transferred into the department.

- c) When a standard tool, or a tool being used as suitable substitute, is broken or worn-out, the employee will turn the worn or broken tool over to his Supervisor, who will arrange for repair or replacement with a standard tool.
- d) An employee desiring to remove tools and/or his tool box or pouch from the plant will be required to have his tools and tool box or pouch checked by his Supervisor and then sealed. The employee will then be issued a package pass which must be presented to the Guard on duty when leaving the plant. When such items are brought into the plant, they are to be checked in by his Supervisor.

Article 20

SUBSTANCE ABUSE

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

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

The Company will provide all of the normal group insurance benefits while under a medically prescribed course of treatment provided that the term of these benefits does not exceed the terms described in the Collective Agreement.

A committee will be set up comprising equal representation of the Company and the Union to administer the program. The Union Substance Abuse Representative will be provided with a reasonable period of time for assistance in the administration of the program.

Article 21

BULLETIN BOARDS

The Company will provide five (5) bulletin boards for exclusive use by the Union for posting notices that shall be approved by the Human Resources Department and restricted to the following:

- a) notices of Union social affairs
- b) notices of Union elections
- c) notices of Union appointments
- d) the results of Union elections
- e) notices of Union meetings and activities

There shall be no other general distributions or posting by employees of pamphlets, advertising, political matter, notices, or any kind of literature upon Company property other than herein provided. Bulletin boards are not to be used for expressing viewpoints or opinions.

The Plant Chairperson shall have access to the above bulletin boards for the purpose of removing obsolete material or re-arranging notices.

Article 22
WORK BY SUPERVISORS

No supervisor 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.

**Article 23
INVENTORY**

The Company reserves the right to selection of its inventory staff and the selection will be at the sole discretion of Management. Those selected to take inventory will be paid their regular hourly rates.

Article 24
FUNCTION OF A LEAD HAND

The Lead Hand is a Work Group 1 employee designated by the Company, whose primary function is to lead the work of the group of employees of which he is a member.

His/ & function is to assist the others in the group to maintain the scheduled flow of work as well as to do productive work or employee training to which he/she may be assigned.

The Lead Hand does not have disciplinary authority.

**Article 25
SKILLED TRADES**

Section 1. Classification Seniority - Work Groups 4 and 4A

Classification Seniority in the Skilled Trades will be determined by:

The date of entry into the particular classification or the hire date for a journeyman/woman hired directly into skilled trades upon completion of the probationary period described in Article 9 Section 2.

Apprentices shall commence to accumulate classification seniority upon successful completion of the apprenticeship program and becoming Qualified as a journeyman/woman under Section 4 hereof whereupon the qualified journeyman/woman will be given credit for 100% of their time worked in the apprenticeship training program (at the Company to be applied to their classification seniority in the proper skilled trade work group classification.

Section 2 - Skilled Trades Lay-off and Recall

1. When Layoffs become necessary they shall be handled as follows:
 - a) Probationary employees in the classification shall be laid off first except where apprentices and senior employees in the classification do not have the qualifications, skills and

capabilities required to perform the work which needs to be done.

- b) Apprentices shall be laid off second.
- c) Journeyman/women shall be the next to be laid off in order of classification seniority provided the employees to be retained in the classification have the qualifications, skills and capabilities required to perform the work which to be done.
- d) Skilled Trades employees displaced from their job classifications shall apply their plant-wide seniority in the plant in lower paid job classifications in accordance with Article 9 section 6 c) 1 (d).
- e) In application of seniority to lay-offs, employees to be retained on the basis of seniority must have the ability to do the work available within a reasonable period of time, which will be five (5) working days under normal supervision, so long as it does not curtail production standards. In Work Groups 4, and 4A, the trial period can be up to ten (10) working days providing the necessary work is being carried out by the employee.
- f) After the trial period, an employee who has elected and has tried and is not capable, shall then be laid off and no employee then assigned to such work shall have any claim to retroactive pay for such period. An employee who elects to apply his seniority must do so prior to his lay-off.
- g) Committee persons shall have ton seniority within their skilled trades classification in case of a reduction of the workforce if capable of handling the jobs available.
- h) The Plant Chairperson shall have the top classification seniority, provided the chairperson is journeyman/woman, if capable of handling the jobs available.
- i) In the event a senior skilled trades employee becomes subject to lay-off through an application of this Article or Article 9 section 6 - i), the Company agrees, upon request to discuss the matter with the Union for the purpose of endeavouring to resolve the problem.
- j) The provisions of Article 9, Section 6 h) shall not apply to classification seniority in the skilled trades but the provisions of Article 9, section 6 g) i) and m) shall apply.

2.

- a) When an increase in the trades is to be effected, employees with seniority in the skilled trades will be recalled to their classification in the reverse order of lay-off from that classification provided that they have the qualifications, skills and capabilities to perform the work which needs to be done. Probationary employees may be recalled to the classification without posting the vacancy
- b) Article 9 section 6 k) and m) will also apply to the recall of any skilled tradespersons and apprentices in Work Groups 4 and 4A.

Section 3 - Apprentices

In the event an apprentice is required to work overtime, such apprentice shall receive credit on the term of the apprenticeship for only the actual hours of work.

Section 4 - Progression To Skilled Trades

The following guidelines will be used when advancing:

- (i) Maintenance Mechanic from Step I through to Step 4 and to Machine Repair - Qualified,
OR
 - (ii) Electrical Maintenance from Step 1 through to Step 4 and to Electrician,
OR
 - (iii) Maintenance Machinist from Step I through to Step 4 and to Tool and Die, Maintenance and Repair, or Template and Gauge Maker, or Tool and Machine Inspection.
- I. An employee who has successfully served an apprenticeship recognized by the Ministry of Skills and Development in a skilled trade which is relevant to the machinery maintenance needs in our plant operation to be classified as Qualified, as per (i), (ii), or (iii) above.
OR
2. An employee who has carried out the required duties while in an above classification in Step 1, 2, 3, or 4 for twelve (12) months shall be advanced to the next step or if at Step 4 to Qualified, as per (i), (ii), or (iii) above.
OR
3. An employee who has successfully demonstrated the skill and knowledge level required can at the sole discretion of the Company be promoted to any higher step, or the classification as Qualified as per (i), (ii), or (iii) above, after discussion with the Union.
4. In cases where the employee has not demonstrated the necessary capability for advancement to the next step, the circumstances shall be discussed with the Union and the employee shall be advised of the required improvement.
5. There is hereby established a Joint Apprenticeship Committee. This Committee shall be composed of four (4) employees who shall represent the Company and three (3) employees who shall represent the Union. The Committee will have two (2) co-chairs, one being from Management and one being from the Union. The Committee members representing the Union shall be journeypersons from the plant who have successfully completed an apprenticeship program. The Company's appointment from the Human Resources Department will be the Training Coordinator. In addition, the Company will not appoint Managers of the Company to this Committee. Each union member of the Joint Apprenticeship Committee will be paid his regular rate for time spent working on official business of the Joint Apprenticeship Committee for the hours he would otherwise have worked in the plant. The Union will undertake to hold elections for the Union members of the Committee, as soon as practicable.
- The Company will reimburse an apprentice the cost for writing the exam of qualification for the trade in which he served his apprenticeship, provided he passes the exam.

The Company will develop a presentation plaque for all apprentices that have graduated through the apprenticeship program.

6. Apprentices who after a reasonable opportunity, fail to satisfy the duties of an apprentice or, once the apprenticeship has been served, fail to obtain a Certificate of Qualification in the trade within six (6) months of the completion of the required apprenticeship period may be removed from the apprenticeship program.

Section 5 - Sub-Contracting

It is the policy of the Company to utilize its seniority employees in the skilled trades in the performance of maintenance and trades work. It is the Company policy, where practicable, to have advanced discussion with the Union and/or skilled trades representative, as may be applicable, prior to the letting out such a contract. In this discussion, management is expected to review its plans for letting out a particular contract. The Union and/or skilled trades representative will be advised of the nature, scope and approximate dates of the work performed and the reasons why management is contemplating contracting out the work. At such times, Company representatives are expected to afford the Union an opportunity to comment on the Company's plans and to give appropriate weight to those comments in the light of all attendant circumstances.

Article 26

WEEKEND WORKER

1. Employees can be scheduled to work two (2) twelve (12) hour shifts on Saturday and Sunday. These employees shall have first option on weekend overtime work.
2. Premium pay as per the Collective Agreement shall apply.
3. Night shift premium shall apply to the 11:00 p.m. to 11:00 a.m. shift. Afternoon shift premium shall apply to the 11:00 a.m. shift to 11:00 p.m. shift.
4. The Union shall have the right to appoint:
 - (a) one (1) alternate Health and Safety Representative for each weekend shift.
 - (b) one (1) offshift Committeeperson for each regular weekend shift. Overtime shifts worked on the weekend will not apply.
5. In-week overtime shall be handled as follows:
 - (a) part shifts to be applied to in-week workers.
 - (b) full shifts can be applied to weekend workers as follows:
 - (i) First consideration shall be given to volunteers within the department and classification providing there has been a minimum of twelve (12) hours off work..
 - (ii) In the event there are insufficient, available volunteers, the most junior employees within the department and classification can be scheduled to work providing:
 - a) there has been a minimum of twelve (12) hours notice.
 - b) no more than a one (1) in-week shift can be required. Any additional time worked shall be voluntary.

- (iii) Any work in excess of two (2) in-week shifts shall be paid at the time and one-half premium, providing forty (40) hours have been worked including the previous Saturday and Sunday.
6. In application of the benefit package, the five (5) day waiting period for A & S shall be considered as a Saturday and a Sunday. The benefit level shall be one-half of the regular weekly benefit for each subsequent Saturday or Sunday away from work due to the illness.
- In case of accident, out-patient surgery or hospitalization, one-half of the regular weekly benefit shall apply from the first Saturday or Sunday.
- In case of Short Work Week Benefits, the forty (40) hours work offered shall be on the basis of premium hours.
- Regarding Bereavement, Jury Duty, and Subpoenaed Crown Witnesses (Article 14 - Section 6 and 7), payment shall be applied on premium hours and no payment shall be applied in-week.
- Regarding pension credits, in the event an employee does not receive a full credit for the year due solely to working this schedule, he shall be made whole.
- 7. Statutory Holidays - The employees who qualify shall receive the holiday pay without additional time off.
 - 8. One (1) weekend (24 hours) to equal one (1) week's vacation,
 - 9. Job Classifications - Employees on the weekend schedule shall be so categorized, i.e. Zone Operator - normally assigned to weekend. Lift Truck Operator - normally assigned to weekends. etc., etc.
- IO. Selection - The Job Posting Provision (Article 9, Section 7) shall apply and include new crews starting on the weekend schedule.
- In application of the selection:
- (a)
 - (i) Regular vacancies on the weekend shift shall be filled by the most senior active employee(s) working in-week in the classification and department who volunteer for such vacancies provided they have the skill and ability to perform the work in question. Employees volunteering to fill vacancies must be available within 48 hours for the weekend shift. If there are insufficient qualified employees who have volunteered to fill the vacancies, such vacancies will be posted and filled in accordance with the Job Posting Provision (Article 9, Section 7).
 - (ii) It is recognized that in some cases, efficiency needs may delay the placement of volunteer employees to the weekend shift.
 - (b) Downward posting will be allowed at the sole discretion of the Company.
 - (c) It is recognized that in some cases, efficiency needs may delay the placing of successful job bid applicants.
 - (d) In applying the factors specific to the job, it is recognized, particularly in Work Group 3, that the capability of performing across job classification is necessary.

- (e) Regarding Work Group I, multiple job station capability is a factor specific to the job so as to facilitate job rotation to reduce fatigue as well as mobility for the tasks required.
11. A successful job bid applicant for weekend work may return to in-week work in his former department and classification, providing a written request is made between six (6) and eight (8) weeks of being placed on weekend work. The most junior employee in the classification and department shall then be displaced in accordance with Article 9, Section 6. In the event the weekend worker program is discontinued, successful weekend job bid applicants will be returned to their former department and classification. In the event this causes surplus employees within the department and classification, the weekend worker shall not be declared surplus.
 12. In week and weekend workers may voluntarily switch schedules providing the change is agreed by both Supervisors.
 13. Reporting Pay - The application of Article 14, Section I, shall be six (6) hours for weekend workers.
 14. When two (2) crews are involved, shift rotation shall be each two (2) weeks. In the case of single crews, the normal designation shall be the 11:00 a.m. to 11:00 p.m. shift.
 15. Probation Period - Each 24 hour weekend worked shall be considered as five (5) days worked. Shifts, if any, beyond forty (40) hours in one (1) week shall be considered as additional days worked.
 16. The pay period will end Sunday at 11:00 p.m. Payment of wages will be by "Direct Deposit" to the bank account designated by the employee.
 17. Breaks and Lunch Periods - The approximate times shall be:
 - (a) 1:00 a.m./p.m. 10 minutes
 - (b) 3:00 a.m./p.m. 10 minutes
 - (c) 5:00 a.m./p.m. 25 minutes
 - (d) 7:00 a.m./p.m. 10 minutes
 - (e) 9:00 a.m./p.m. 10 minutes

There will be no end of shift wash-up time.
 18. So as to maintain the Company/Union co-operative approach in resolving problems which may arise, the weekend worker Committeeperson will be allowed to attend a regular Union-Management Meeting once per month. The weekend off-shift Committeeperson shall be paid the time of the meeting at regular pay to attend the above meetings.

Grievances and other Company/Union matters shall be handled with the regular Bargaining Committee.
 19. It is recognized by the Company and the Union that difficulties could emerge, particularly in the initial stages, which have not been considered. In such cases, it is the intent of both parties to be flexible with the objective of finding the best solution considering the practical realities of both employee and Company efficiency needs.

20. Weekend Workers are reminded that full-time employment elsewhere will result in discharge due to the application of Article 9, Section 4(h).

**Article 27
BENEFITS**

Section 1 - The Company will provide the following Benefit Programs:

I. PENSION

The monthly benefit levels for employees retiring between January 21, 1994 and January 21, 2000 will be as follows:

Temporary Supplement Allowance

	Basic Pension (Per Year of Credited Service)	(Per Year of Credited Service - Maximum 30 Years)	(After 30 Yrs. Of Credited Service Only)
Jan.21/94 - Jan.20/95	\$33.00	\$18	\$1,795
Jan.21/95 - Jan.20/96	\$34.00	\$18	\$1,850
Jan.21/96 - Jan.20/97	\$35.50	\$18	\$1,930
Jan.21/97 - Jan.20/98	\$37.00	\$18	\$2,015
Jan.21/98 - Jan.20/99	\$38.00	\$18	\$2,070
Jan.21/99 - Jan.20/2000	\$39.00	\$18	\$2,125

The Temporary Allowance is a minimum monthly amount, payable after 30 years of Credited Service, to age 60 only, and includes the Basic Pension and the Supplement.

For all retirees and retirements before January 21, 1999, the basic Pension and the Temporary Allowance (but not the Supplement) will be adjusted at the next February 1 with the final adjustment on February 1, 1999 to reflect 90% of the increase in the CPI in the prior calendar year. Such adjustment cannot cause the benefit to exceed the benefit given to active employees.

Unreduced Basic Pension (for life, guaranteed 5 years), Supplement (to age 65 only), and Temporary Allowance (to age 60 only) after attaining age 58 and 30 years of Credited Service.

If over 55 and 10 years of Credited Service, but not age 58 with 30 years of Credited Service, Basic Pension and Supplement reduced by 4/10% per month below age 65. Temporary Allowance not available if less than 30 years of Credited Service. Membership in the Plan is 2 years of service for employees hired on and after January 21, 1988 and benefits earned on and after January 1, 1987 will be fully vested after 2 years of Plan membership.

Disability Pension if totally and permanently disabled after 10 years of Credited Service and sum of age plus Credited Service at least 55.

An Advisory Committee will be established with one representative from the Company and one representative from the Union.

2. LIFE INSURANCE

Effective <u>March 15, 1997</u>	<u>\$ 28,000</u>
Effective <u>March 15, 1998</u>	<u>\$ 29,000</u>
Effective <u>March 15, 1999</u>	<u>\$ 30,000</u>

3. ACCIDENTAL DEATH AND DISMEMBERMENT

Effective <u>March 15, 1997</u>	<u>\$ 28,000</u>
Effective <u>March 15, 1998</u>	\$28,000
Effective <u>March 15, 1999</u>	\$30,000

4. ACCIDENT AND SICKNESS INDEMNITY

Effective the first of the month following three (3) months of employment, sixty-six and two-thirds percent (66-2/3%) of the employee's basic hourly rate or the E.I. benefit level, whichever is higher.

- From: 1st day accident
 - From: 1st day out-patient surgery
 - From: 1st day hospitalized
 - From: 6th day sickness
- for up to fifty-two (52) weeks.

Effective January 22, 1994, female employees on maternity leave of absence will be provided with six (6) weeks of Sickness and Accident benefits at Birth.

The entire rebate of the E.I. premiums to revert to the Company.

5. ONTARIO HEALTH INSURANCE PLAN

The monthly premiums shall be paid by the Company from the first of the month following three (3) months of employment.

Monthly premiums paid during the first three (3) months of employment shall be by payroll deduction.

6. SEMI-PRIVATE HOSPITAL

Effective the first of the month following three (3) months of employment.

7. EXTENDED HEALTH CARE PLAN

Effective the first of the month following three (3) months of employment:

Prescription Drugs - Deductible \$0.35 per prescription.

\$10.00 Deductible for other benefits which include prescription eyeglasses: Effective March 15, 1997 \$175.00 (Maximum) and prescription hearing aids \$635.00 (Maximum).

Chiropractor - Effective January 22, 1995, a payment of \$10.00 per visit following exhaustion of the annual OHIP payments.

Effective January 22, 1994, Deluxe Out-of-Province Travel Insurance.

8. SUPPLEMENTAL UNEMPLOYMENT BENEFITS AND SEPARATION

- (a) To 80% of regular straight time earnings for layoff.

- (b) Effective January 21, 1990 short work week benefit \$8.00 per hour.

The Company to make a one-time lump sum payment into the Plan so that the Plan is fully funded effective March 1, 1991.

9. DENTAL PLAN

Effective the first of the month following twelve (12) months of employment, the Company will supply the benefits equivalent to Green Shield Dental Plan # 13 based on:

Effective; March 15, 1997 - 1996 ODA
March 15, 1998 - 1997 ODA
March 15, 1999 - 1998 ODA

Effective March 15, 1997 Orthodontic Coverage at fifty percent (50%) of eligible expenses with a ~~m~~two thousand one hundred dollars life-time maximum per covered person. The coverage to be equivalent to Green Shield Plan I# 14, "Orthodontic Services".

Effective March 1, 1991, the following procedure codes:

CROWNS

27100 27110 27200 27210 27300 27310

BRIDGES

65200 65300 65400 65500 67110 67200 67210 67400 67410

BRIDGE REPAIR

66100 66200 66300 66400 66500

at fifty percent (50%) of eligible expenses with a ~~two thousand one~~ hundred life-time maximum per covered person.

Effective March 1, 1991, Pit and Fissure Sealants on permanent teeth will be covered for dependent children up to and including age 14.

Effective February 1, 1994, Mouth Guards.

Effective February 1, 1994, nine (9) month check-ups.

IO. COMMON-LAW-SPOUSE

One (1) year eligibility for all benefits and pension.

Section 2 - The Company will pay the premium costs of:

- a) O.H.I.P.
- b) Life and A.D. & D. Insurance
- c) Extended Health Care
- d) Semi-Private Hospital
- e) Dental Plan

for employees covered by these Plans who are off work under the following conditions:

- (i) off work and eligible to receive Accident and Sickness weekly benefits. Upon the Accident and Sickness

**ACCURIDE CANADA INC. — APPENDIX “A”
MAXIMUM RATES AND CLASSIFICATION TABLE 1997 to 2000**

WORK GROUP/ CLASSIFICATION	EFFECTIVE MARCH 15, 1997		EFFECTIVE MARCH 15, 1998		EFFECTIVE MARCH 15, 1999										
	HIRE	BASE	HIRE	BASE	HIRE	BASE									
WORK GROUP 1 Material Handling Shipping Checker Lift Truck Operator Shipper/Receiver Crane Operator Scrap Handler Stockroom Attendant Labourer* Building Maintenance* *Lead Hand Differential .25/HR	16.89	18.77	17.34	19.27	17.79	19.77									
	16.80	18.67	17.25	19.17	17.70	19.67									
WORK GROUP 2 Stockroom Inventory Controller Scrap Controller	17.04	18.93	17.49	19.43	17.94	19.93									
	17.26	19.18	17.71	19.68	18.16	20.18									
Roving Inspector	17.17	19.08	19.23	19.38	19.78	17.62	19.58	19.73	19.88	20.28	18.07	20.08	20.23	20.38	20.78
KSF Operator	17.17	19.08	19.23	19.38		17.62	19.58	19.73	19.88		18.07	20.08	20.23	20.38	
Zone Operator	17.17	19.08	19.23			17.62	19.58	19.73			18.07	20.08	20.23		

ACCURIDE CANADA INC. — APPENDIX "A"
MAXIMUM RATES AND CLASSIFICATION TABLE 1997 to 2000

WORK GROUP/ CLASSIFICATION	EFFECTIVE MARCH 15, 1997					EFFECTIVE MARCH 15, 1998					EFFECTIVE MARCH 15, 1999				
WORK GROUP 3 Zone Technician	HIRE	Step1	Step2	Step3	Step4	HIRE	Step1	Step2	Step3	Step4	HIRE	Step1	Step2	Step3	Step4
	17.94	19.93	20.33	20.64	20.94	18.39	20.43	20.83	21.14	21.44	18.84	20.93	21.33	21.64	21.94
WORK GROUP 4 (Skilled Trades) Electrician Machine Repair Qualified Tool & Die, Maintenance Repair Template/Gauge Maker Tool/Machine Inspection	HIRE	BASE				HIRE	BASE				HIRE	BASE			
	21.02	23.35				21.56	23.95				22.10	24.55			
WORK GROUP 4A (Apprentice) Electrical Maintenance Maintenance Machinist Maintenance Mechanic	HIRE	Step1	Step2	Step3	Step4	HIRE	Step1	Step2	Step3	Step4	HIRE	Step1	Step2	Step3	Step4
	17.60	19.55	19.82	20.09	20.36	18.05	20.05	20.32	20.59	20.86	18.50	20.55	20.82	21.09	21.36

Mr. Kevin Skinner
Plant Chairperson
Local 27, Unit 17
C.A.W.

Dear Mr. Skinner:

The Company agrees to pay into a special fund three cents (\$0.03) effective on the date of ratification of the collective agreement per hour per employee for all compensated 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 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:

C.A.W., Canadian Paid Education Leave Program, Administrative Office,
P.O. Box 897, PORT ELGIN, Ontario NOH 2C0

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 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. Employees on such leave of absence will continue to accrue seniority and benefits during such leave.

The parties further agree that this Program, including the funding, will cease on March 13, 2000, unless the Company agrees to the continuance. Before making this determination, the Company and Union will jointly review the progress and results of the Program with the National Union, C.A.W., six (6) months prior to expiration of this Agreement, and evaluate such progress and results in an objective manner.

Yours very truly
ACCURIDE CANADA INC.

G. H. Dendias
Human Resources Manager

Mr. K. Skinner
Plant Chairperson
Local 27, Unit 17
C.A.W.

Dear Mr. Skinner:

The Supervisor receiving the complaint, shall make the reasonable efforts which are necessary to fulfil the time requirements of Article 7, Section 1, Step No. 1 of the Grievance Procedure.

Yours very truly
ACCURIDE CANADA INC.

G. H. Dendias
Human Resources Manager

Mr. K. Skinner
Plant Chairperson
Local 27, Unit 17
C.A.W.

Dear Mr. Skinner:

This letter serves to confirm our understanding regarding the application on the terms of the first day out-patient surgery coverage.

The first day provision shall only apply when out-patient surgery (including minor surgery) is performed in a hospital, doctor's or dentist's office or clinic by a qualified physician, providing the employee has written authorization from the physician.

Yours very truly
ACCURIDE CANADA INC.

G. H. Dendias
Human Resources Manager

Mr. K. Skinner
Plant Chairperson
Local 27, Unit I7
C.A.W.

Dear Mr. Skinner:

There will be a meeting with the Negotiating Committee once each four (4) months for the purpose of reviewing the Company Employee Development Programs.

The objective of these meetings shall be to discuss Committee input regarding improving results, as well as any difficulties or concerns regarding selection criteria and administration.

Yours very truly
ACCURIDE CANADA INC.

G. H. Dendias
Human Resources Manager

Mr. K. Skinner
Plant Chairperson
Local 27, Unit 17
C.A.W.

Dear Mr. Skinner:

Any employee transferred from their job, for training within the Employee Development Program, shall, upon termination of the training, have the right to return to a position within the department, classification, and shift held prior to the training, whenever practical and sensible to do so. The most junior employee shall be displaced from the said department and classification.

Yours very truly
ACCURIDE CANADA INC.

G. H. Dendias
Human Resources Manager

Mr. K. Skinner
Plant Chairperson
Local 27, Unit 17
C.A.W.

Dear Mr. Skinner:

In the event there is a requirement for a job in Work Group 1 and 2 on the day shift, it is the intention of the Company to give preference to the most senior employee within the classification and department.

It is recognized, however, that this may not be practical in cases involving crew assignments, medical limitations, short term assignments, individual skills and capabilities, etc.

The Company agrees to review with the Committee any situations relative to the above where the more senior employee is not offered the day shift assignment.

Yours very truly
ACCURIDE CANADA INC.

G. H. Dendias
Human Resources Manager

Mr. K. Skinner
Plant Chairperson
Local 27, Unit 17
C.A.W.

Dear Mr. Skinner:

Any absence due to a legitimate Workers' Compensation Claim or a single episode of absence due to a legitimate Accident and Sickness Claim shall not be sufficient grounds for the separation of an employee under warning of non-disciplinary separation due to poor attendance.

Yours very truly
ACCURIDE CANADA INC.

G. H. Dendias
Human Resources Manager

Mr. K. Skinner
Plant Chairperson
Local 27, Unit 17
C.A.W.

Dear Mr. Skinner:

If mutually agreeable, the short work benefits contained in the Supplemental Unemployment Benefit Program can be suspended so as to facilitate the use of Government programs such as work sharing, etc.

Yours very truly
ACCURIDE CANADA INC.

G. H. Dendias
Human Resources Manager

Mr. K. Skinner
Plant Chairperson
Local 27, Unit 17
C.A.W.

Dear Mr. Skinner:

Employees assigned to the Maintenance Department during the summer production shutdown period, can be required to work Monday through Saturday inclusive. The starting and finishing time shall be 7:00 a.m. to 3:30 p.m. with the exception of Saturday when the finishing time shall be 3:00 p.m.

Any time worked outside these required hours shall be voluntary.

Yours very truly
ACCURIDE CANADA INC.

G. H. Dendias
Human Resources Manager

Mr. K. Skinner
Plant Chairperson
Local 27, Unit 17
C.A.W.

Dear Mr. Skinner:

The hours of work for the Plant Chairperson per Article 4, Union Representation, Section 4, will be 7:00 a.m. to 3:30 p.m., Monday through Friday inclusive.

This is with the strict understanding that employees are not to visit the Plant Chairperson during their scheduled work periods without prior authorization by the Company.

Yours very truly
ACCURIDE CANADA INC.

G. H. Dendias
Human Resources Manager

Mr. K. Skinner
Plant Chairperson
Local 27, Unit 17
C.A.W.

Dear Mr. Skinner:

Concerning the application of Article 4, Union Representation, Section 4 (f).

Union business shall be considered to include problems relating to:

- a) Unemployment Insurance
- b) Workers' Compensation
- c) Employee Benefit Programs
- d) Alcohol and/or Drug Abuse
- e) Grievance Investigation
- f) Safety

Yours very truly
ACCURIDE CANADA INC.

G. H. Dendias
Human Resources Manager

Mr. K. Skinner
Plant Chairperson
Local 27, Unit 17
C.A.W.

Dear Mr. Skinner:

Union business paid time can be made as a single entry on the Plant Chairperson's timecard.

Yours very truly
ACCURIDE CANADA INC.

G. H. Dendias
Human Resources Manager

Mr. K. Skinner
Plant Chairperson
Local 27, Unit 17
C.A.W.

Dear Mr. Skinner:

The term "qualified" referred to in Article 9, Seniority, Section 6 (j) and Section 6 (m), shall not be applied in a manner which results in a more senior employee being laid-off when such senior employee is capable of performing the full duties of a more junior employee at work.

Yours very truly
ACCURIDE CANADA INC.

G. H. Dendias
Human Resources Manager

Mr. K. Skinner
Plant Chairperson
Local 27, Unit 17
C.A.W.

Dear Mr. Skinner:

Upon recovery from sickness or disability, the employee will be returned to his original classification, job, and shift where sensible and practicable to do so.

Yours very truly
ACCURIDE CANADA INC.

G. H. Dendas
Human Resources Manager

Mr. K. Skinner
Plant Chairperson
Local 27, Unit 17
C.A.W.

Dear Mr. Skinner:

Employees hired after February 21, 1982, who have an absentee and/or tardiness record above that of the plant average at any time during the first twelve (12) months of employment can be given the warning of non-disciplinary separation due to poor attendance without the necessity of previous corrective action.

It is understood that at least one counselling will take place prior to the letter being given. However, there is no obligation for any further disciplinary action prior to the issuance of the letter following at least one counselling.

If the employee's absentee and/or tardiness record is at or below the plant average for twelve (12) months after issuance of the letter, the letter will be removed from his record.

Such cases will be explained to the Union and a copy of the warning of non-disciplinary separation shall be supplied to the Union.

It is clearly understood that in the event such an employee does not have an absentee and/or tardiness record which is above that of the plant average that the warning is subject to the Grievance Procedure.

Yours very truly
ACCURIDE CANADA INC.

G. H. Dendas
Human Resources Manager

Mr. K. Skinner
Plant Chairperson
Local 27, Unit 17
C.A.W.

Dear Mr. Skinner:

During recent collective bargaining negotiations you requested that gate 6 be opened at certain times to allow employees the opportunity to enter or exit the building.

On ratification of the new Collective Agreement, we will undertake to keep both Gate 5 and 6 opened for 1/2 hour before and 1/2 hour after the regular shift times for the purpose described above

Yours very truly
ACCURIDE CANADA INC.

G. H. Dendias
Human Resources Manager

Mr. K. Skinner
Plant Chairperson
Local 27, Unit 17
C.A.W.

Dear Mr. Skinner:

In the event an employee with a valid claim has not received a cheque from the Workers' Compensation Board within three (3) weeks and the delay is not due to the employee's failure to supply information in a timely fashion, the employee can apply for A & S and sign a waiver form, as well as authorization for wage deductions. Interim payment will be processed through the A & S Program.

Other situations shall be reviewed upon request with the Plant Chairperson and can have similar treatment if agreed to by the Company.

It is recognized that in some cases, the funds advanced through the A & S Program are not recoverable from W.C.B. and the liability from the employee can be collected from payroll deduction without further authorization.

Yours very truly
ACCURIDE CANADA INC.

G. H. Dendias
Human Resources Manager

Mr. K. Skinner
Plant Chairperson
Local 27, Unit 17
C.A.W.

Dear Mr. Skinner:

Dental Codes of Article 27, Section 1 (9) - Dental Plan, reflect those of the Ontario Dental Association. Where codes may change under the Canada Dental Coding System, it shall be understood that the insured procedures themselves will not change.

Yours very truly
ACCURIDE CANADA INC.

G. H. Dendias
Human Resources Manager

Mr. K. Skinner
Plant Chairperson
Local 27, Unit 17
C.A.W.

Dear Mr. Skinner:

In the event an employee in Work Group 1, replaces a Zone Operator as Per Article 9 - Seniority, Section 6 (h), and the said employee has had no prior experience that is suitable for the existing work in the Departmental Manager control area, the employee shall have a ten (10) day training period prior to the trial period.

This training shall be in the form of on-the-job experience with normal supervisory instruction and guidance.

In the event the employee does not make sufficient progress due to insufficient effort, inability to follow instructions or reasons of like nature, the training period can be discontinued or extended after discussion with the Union.

Yours very truly
ACCURIDE CANADA INC.

G. H. Dendias
Human Resources Manager

Mr. K. Skinner
Plant Chairperson
Local 27, Unit 17
C.A.W.

Dear Mr. Skinner:

The Company will establish a record keeping system of employees who make a written application for a Job Preference. The record keeping system will ensure that the employee and the Union are notified of any outstanding applications.

Yours very truly,
ACCURIDE CANADA INC.

G. H. Dendias
Human Resources Manager

Mr. K. Skinner
Plant Chairperson
Local 27, Unit 17
C.A.W.

Dear Mr. Skinner:

The Company, the Union and its employees agree that they will not discriminate against any employee in regards to working conditions, wages or benefits because of race, affiliation, national origin, sex, age, handicap or sexual orientation. Whenever in this agreement the masculine gender is used, it will also include the feminine gender.

Yours very truly,
ACCURIDE CANADA INC.

G. H. Dendias
Human Resources Manager

Mr. K. Skinner
Plant Chairperson
Local 27, Unit I7
C.A.W.

Dear Mr. Skinner

The Company will allow one minute of silence on April 28th of each year of the contract, for the purpose of recognizing workers who have died as a result of workplace accidents. The Company will choose and announce the appropriate time on April 28th for this recognition.

Yours very truly,
ACCURIDE CANADA INC.

G. H. Dendias
Human Resources Manager

Mr. K. Skinner
Plant Chairperson
Local 27, Unit 17
C.A.W.

Dear Mr. Skinner:

This letter will confirm our mutual understanding that during the course of this Agreement, the Company and Union intends to review and if deemed advisable, implement a Gainsharing Improvement programme.

It is understood that such a programme will be fully discussed with the Union prior to implementation, but it shall not form part of the Collective Agreement and accordingly, may be amended or withdrawn by the Company and the Union at any time. The Company and the Union agree that they will fully consult with each other prior to making any recommendations for amendment or withdrawal of the Gainsharing Improvement programme.

It is understood that Article 14, Section 9, (a) to (I) of the Collective Agreement will be eliminated on the date of implementation of the Gainsharing Improvement programme.

Yours very truly,
ACCURIDE CANADA INC.

G. H. Dendias
Human Resources Manager

Mr. K. Skinner
Plant Chairperson
Local 27, Unit 17
C.A.W.

Dear Mr. Skinner:

During recent collective bargaining negotiations, the Union Bargaining Committee requested that the Company address a procedure for resolving persistent overtime equalization issues. The Company is prepared to enact the following in addition to those already established in the current collective agreement:

1. The Company will automate the current overtime record keeping system. Overtime schedules will be available for review by the employees and the union committee.

2. The Union will forward any information with regard to any potential overtime infractions to the area operations manager prior to the overtime being worked and provided that this information is or should have been known to the respective Union Committeeperson.

3. The area manager is empowered to resolve any overtime equalization related matter before him in accordance with the provisions of the collective agreement and is made without prejudice.

4. The Resources Manager will meet with members of the Union committee as required to review specific overtime equalization issues.

5. Senior management (Director, Operations or in his absence, his designate) of the facility will upon request, meet with the Union Chairperson on a once a month basis to discuss any outstanding overtime equalization issues.

Yours very truly
ACCURIDE CANADA INC.

G. H. Dendias
Human Resources Manager

Mr. K. Skinner
Plant Chairperson
Local 27, Unit 17
C.A.W.

Dear Mr. Skinner:

Should the Company change any of the industrial engineering methods of calculation or incentive rates during the term of this Agreement, it will provide the Union with written notice of such change 10 days before implementation and will, on request of the Union, meet with it to discuss same.

Yours very truly
ACCURIDE CANADA INC.

G. H. Dendias
Human Resources Manager

Mr. K. Skinner
Plant Chairperson
Local 27, Unit 17
C.A.W.

Dear Mr. Skinner:

During the course of bargaining, the Company expressed its concerns about controlling the costs of drugs and dispensing fees under Plan.

The Parties agree to work in a co-operative manner to encourage employees to voluntarily participate in any cost-saving arrangements which may be available to the Company.

Yours very truly
ACCURIDE CANADA INC.

G. H. Dendias
Human Resources Manager

Mr. K. Skinner
Plant Chairperson
Local 27, Unit 17
C.A.W.

Dear Mr. Skinner:

The Company will agree to provide one Benefit Booklet to each employee

Yours very truly
ACCURIDE CANADA INC.

G. H. Dendias
Human Resources Manager

E=mc*

1997

JANUARY 1997							MAY 1997							SEPTEMBER 1997							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
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5	6	7	8	9	10	11	4	5	6	7	8	9	10	7	8	9	10	11	12	13	
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26	27	28	29	30	31		25	26	27	28	29	30	31	28	29	30					

FEBRUARY 1997							JUNE 1997							OCTOBER 1997						
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						1	1	2	3	4	5	6	7				1	2	3	4
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23	24	25	26	27	28		29	30						26	27	28	29	30	31	

MARCH 1997							JULY 1997							NOVEMBER 1997						
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16	17	18	19	20	21	22	27	28	29	30	31			23	24	25	26	27	28	29
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APRIL 1997							AUGUST 1997							DECEMBER 1997						
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27	28	29	30				24	25	26	27	28	29	30	28	29	30	31			
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1998

JANUARY 1998							MAY 1998							SEPTEMBER 1998						
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FEBRUARY 1998							JUNE 1998							OCTOBER 1998						
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							28	29	30					25	26	27	28	29	30	31

MARCH 1998							JULY 1998							NOVEMBER 1998							
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29	30	31					26	27	28	29	30	31		29	30						

APRIL 1998							AUGUST 1998							DECEMBER 1998						
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1999

JANUARY 1999							MAY 1999							SEPTEMBER 1999						
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FEBRUARY 1999							JUNE 1999							OCTOBER 1999										
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MARCH 1999							JULY 1999							NOVEMBER 1999										
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2000

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MARCH 2000							JULY 2000							NOVEMBER 2000										
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26	27	28	29	30	31		23	24	25	26	27	28	29	26	27	28	29	30						
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23	24	25	26	27	28	29	27	28	29	30	31			24	25	26	27	28	29	30				
30														31										

59