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EFF.	95	04	01
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No. OF EMPLOYEES	290		
NOMBRE D'EMPLOYÉS	SA		

Agreement
between
Iona Appliances Inc.
and
**The United
Steel Workers
of America**



April 1, 1995 - March 31, 1999

2009/01

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W.A. 11 1997

COLLECTIVE AGREEMENT

This Agreement made Between:

Iona Appliances Inc
Welland, Ontario

hereinafter
called "The Company"

and

The United Steelworkers of America
Local 6444

hereinafter
called "The Union"

ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Company and the Union with respect to the Bargaining Unit as defined herein, to assure the prompt disposition of grievances and efficient operation of the Company business. The parties agree that all matters and proposals raised in collective bargaining have been disposed of, and no issues remain unsettled. No amendment, change or alteration shall be effective unless it is made in writing and signed by duly authorized representatives of the parties who have executed this Agreement.

ARTICLE 2 - RECOGNITION

- 2.01 The Company recognizes the Union as the sole collective bargaining agent of all its employees at Welland, save and except foremen, foreladies, persons above rank of foreman or forelady, office and sales staff.
- 2.02 Salaried employees whose regular jobs are not in the Bargaining Unit shall not normally work on any job which is included in the Bargaining Unit, except for the purpose of instruction of new employees, experimental work, or in emergencies when regular employees are not available.
- 2.03 The Company and Union agree to comply with the provisions of the Ontario Human Rights Code.
- 2.04 The Company agrees that should any of the operations covered by this agreement be moved to a non-union place within fifty (50) miles of

the Welland plant, this agreement shall be extended to include such location(s).

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union acknowledges that it is the exclusive function of the Company, subject to provisions of this Agreement, to:
- (1) maintain order, discipline and efficiency;
 - (2) discharge and suspend or otherwise discipline employees for *just* cause;
 - (3) hire, classify, direct, transfer, lay-off, promote and demote employees;
 - (4) determine the extent to which the Company's plant shall operate or be shut down or overtime work performed or production reduced or increased;
 - (5) introduce new or improved facilities or methods of operation;
 - (6) generally to manage the industrial enterprise in which the Company is engaged and, without restricting the generality of the foregoing, to determine the products to be manufactured, assembled, or distributed, methods of manufacture, schedules of production, kinds and locations of machines and tools to be used, processes of manufacturing and the control of materials to be incorporated in the products produced.
 - (7) The Union and the Company agree that on the request of either party, the parties shall meet at least once every two 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 4 - UNION SECURITY

- 4.01 The Company agrees that it will deduct from the earnings of each employee, as a condition of employment, in each month, an amount equal to Union dues, fees, and assessments in the amount certified by the respective Union to the Company to be currently in effect according to the Union's Constitution. Such deductions shall be made from each pay and accumulated until the end of the month, and remitted to the designated officer of the Union within two weeks following the last dues deduction of the month. The monthly remittances shall be accompanied by a list of employees on whose behalf the remittances are made together with the amounts deducted opposite the names. The Union agrees to save the Company harmless for all deductions made in accordance with this agreement. The amount of annual dues deducted will be reported by the Company on employees' T4 slips.
- 4.02 The Union will supply the Company with a list of employees who have been elected or appointed Union representatives who may be called upon to perform any act in connection with this Agreement and will indicate the nature and extent of their duties.
- 4.03 A new employee of the Company, eligible for Union membership, shall be interviewed by the President of the local Union or the Department Steward for a period not to exceed 15 minutes and as soon as practicable after he/she has commenced work, in order to inform the said employee of the local Union and of the Collective Bargaining Agreement. Such interview shall normally be allowed on the first working day but in any event by the end of the

second working day of the new employee. A list containing the name, occupation and hire date of all new employees will be provided to the Stewards.

- 4.04 The Company will supply each employee with a copy of the Collective Agreement in booklet form.

ARTICLE 5 - REPRESENTATION

- 5.01 Grievance Committee Members and Shop Stewards will be designated in writing by the Union to the Management. There shall be four Stewards, one Steward for each of the following departments and one Chief Steward to assist the Stewards in the various departments.

- Assembly
- Plastics/Maintenance
- Parts and Service/Traffic and Warehousing

For the purpose of meeting with Management Representatives, the Grievance Committee will consist of not more than three (3) members as designated by the Union plus the International Union Representative. Members of the Grievance Committee will not lose pay for time spent during regularly scheduled working hours attending scheduled meetings with Management Representatives. It is mutually agreed that employees shall not be eligible to act as Stewards until after they have become permanent employees, which means when they have established seniority under Clause 9.02.

- 5.02 When the legitimate business of a Grievance Committee Member or Steward requires him/her to leave his/her job or department, he/she shall first receive permission from his/her Supervisor, which permission shall not be unreasonably withheld.

- 5.03 The Company acknowledges a Union Negotiating Committee of not more than four (4) employees, one of whom shall be the Union Local President or his/her representative, where such representative is an employee of the Company.

ARTICLE 6 - BULLETIN BOARDS

- 6.01 The Company will provide bulletin boards in mutually satisfactory locations throughout the plant for the convenience of the Union for the purpose of displaying notices or other information of interest to Union members. All such notices must be submitted by the Union or Chief Steward to the Director of Employee Relations or an authorized representative, for approval before being posted by the Company.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.01 A Grievance is a difference arising between the Company and the Union or any Employee from the interpretation, application, administration, or alleged violation of the provisions of this Agreement. Without restricting the generality of the foregoing, this includes the right of Management to lodge a grievance against the Union starting at Step 3.
- 7.02 Both parties agree that it is of the utmost importance to adjust complaints and grievances as quickly as possible and therefore, within twenty-five (25) days after the occurrence or origination of the circumstances giving rise to the grievance, the following procedure shall be followed.
- 7.03 **Step 1.** Any employee and/or his/her Steward may discuss any grievance with his/her Foreman. The Foreman shall state his/her decision to the Steward within one (1) working

day or at a time mutually agreed upon. If no settlement is reached then, within three (3) working days the grievance shall be stated in writing and presented to the General Foreman.

- 7.04 **Step 2.** The General Foreman shall hold a meeting with the Union's Grievance Committee to attempt a settlement of the dispute within five (5) days. If the matter is not satisfactorily settled at this level within five (5) working days of receiving the grievance then it may be submitted to the Director of Employee Relations of the Welland plant or a designate for disposition.
- 7.05 **Step 3.** *If there is an outstanding grievance, the Director of Employee Relations of the Welland plant or a designate shall hold a meeting within (10) days of receiving the decision from the Union that they are processing the grievance to Step 3 with the Union Grievance Committee, who may be accompanied by the Representative of the International Union assigned to service the Local, or a designate. The Director of Employee Relations of the Welland plant or a designate shall state the decision in writing to the Representative within five (5) working days of such meeting, or at a time mutually agreed upon. A copy of the decision will be given to the Local Union President.*
- 7.06 The Union shall have the right to initiate group grievances, or grievances of general nature, under Step 2.

- 7.07 Should the Union fail to carry on a grievance within the time allowance set out in this article, or *agreed* upon, **then** the grievance shall be deemed to be abandoned. If the time allowance or any agreed upon extensions are not observed by the Company, then the grievance will be considered to have advanced to the next stage.
- 7.08 **Arbitration.** If Arbitration is to be invoked, the request for arbitration must be made in writing within thirty (30) days of the decision of the Director of Employee Relations of the **Welland** plant or a designate under Step 3. The notice shall contain names of arbitrators that are recommended as chairmen. The recipient of the notice shall within fifteen (15) working days advise the other party which of the recommended names is acceptable or submit another list of recommended arbitrators. If the Company and the Union fail to agree upon a Chairman within fifteen (15) working days of the second list, the appointment may be made by the Minister of Labour of the Province of Ontario upon the request of either party. The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision shall be binding upon the parties and upon any employees affected by it.
- 7.09 Notwithstanding the provisions of 7.08, the Company and the Union may agree upon an Arbitration Board who will have full powers as if it were a single Arbitrator. The Company and the Union shall share the expense of the Chairman or single Arbitrator equally.
- 7.10 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance. Each of the parties hereto will bear the expense of an

Arbitrator appointed by it and parties will jointly bear the expenses of the Chairman of the Arbitration Board, if any. The proceedings of the Arbitration Board will be expedited by the parties hereto.

- 7.11 At any stage of the Grievance Procedure, including Arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witness, and all reasonable arrangements will be made by the General Foreman to permit the conferring parties to have access to the plant and to view disputed operations and to confer with the necessary witnesses.
- 7.12 If there should be an accumulation of discharge grievances to be referred to Arbitration, one Arbitrator may be constituted to deal with all such disputes provided that under no circumstances will more than two (2) grievances be submitted to the same Arbitrator.
- 7.13 No matter may be submitted to Arbitration which has not been properly carried through all steps of the Grievance Procedure, unless otherwise mutually agreed upon in writing.
- 7.14 The Arbitrator shall not be authorized to make any decisions inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.

ARTICLE 8 - DISCHARGE AND DISCIPLINE

- 8.01 In the event of an employee being discharged from employment or disciplined, without just cause, the case may be taken up as a grievance.
- 8.02 Such grievance shall commence at Step 2 by the aggrieved employee and his/her Steward shall present to the General Foreman in writing a statement of the grievance signed by the

employee and the grievance will then be dealt with by the usual Grievance and Arbitration Procedure. Such grievance must be commenced within five (5) working days of discharge or disciplinary action. The aggrieved employee may have the assistance of his/her Steward in the preparation of the grievance.

8.03 Such special grievances may be settled by confirming the Management's action in dismissing the employee, or by reinstating the employee with full compensation for time lost, or by any other arrangement as to compensation which is just and equitable in the opinion of the conferring parties, or in the opinion of the Arbitration Board if the matter is referred to such a Board.

8.04 When an employee has been dismissed without notice, he/she shall have the right to interview his/her Steward at a place designated by the Management for a reasonable period of time before leaving the Plant premises.

8.05 Management will issue a verbal warning before further disciplinary action is taken, unless the circumstances justify immediate discipline or discharge. If a warning is to be given, it shall be given in the presence of a Union Committee Member or Steward. A copy of all warnings will be given to the Department Steward not later than the day after the incident. The Company and the Union agree that disciplinary penalties shall not be imposed unreasonably or unjustly.

8.06 Verbal warnings and all other records of disciplinary action will be removed from an employee's file after one (1) year provided that during this period no further disciplinary action has been taken against that employee.

- 8.07 Notwithstanding anything in the Agreement, no dispute as to the discharge or layoff of any probationary employee, with the Company, shall be considered under the Grievance Procedure.

ARTICLE 9 - SENIORITY

- 9.01 Seniority shall be defined as the length of the last unbroken service with the Company in accordance with this Article.
- 9.02 An employee shall be considered on probation and shall not be placed on the seniority lists until he/she has worked for forty-five (45) days of work, including overtime days worked, but not necessarily consecutive. During such probationary period, the employee shall not be entitled to seniority rights. Upon completion of the probationary period, seniority shall be credited from the date of first employment.
- 9.03 Seniority lists, based upon the date on which employees commenced to work for the Company, shall be established plant-wide as agreed upon between the Company and the Union. Such lists shall be posted and shall be revised every six (6) months and a copy sent to the Union. The seniority list in effect at the signing of this Agreement shall be binding upon the parties hereto, unless a protest in writing is registered with the Company within ten (10) working days of the signing of this Agreement.
- 9.04 Seniority shall be maintained and accumulated during:
- (1) absence due to lay-off for a period of up to eighteen (18) consecutive months provided the employee has six (6) months seniority at the time of lay-off.
 - (2) sickness or accident for a period of up to

thirty-six (36) consecutive months provided the employee has more than six (6) months seniority at the time the sickness or accident commences.

- (3) authorized leave of absence; and
- (4) absence from employment while serving in Canada's Armed Forces, and to the extent required in order to accord each employee such re-employment rights as he/she shall be entitled to under the existing Statutes of The Province of Ontario or of Canada.

9.05 An employee shall lose his/her seniority standing and his/her name shall be removed from all seniority lists and his/her employment shall be considered terminated for any one of the following reasons:

- (1) If the employee voluntarily quits
- (2) If the employee is discharged for proper cause and is not reinstated in accordance with provisions of this Agreement.
- (3) If the employee is laid off and fails to return to work within six (6) working days after he/she has been notified to do so by the Company by registered mail to his/her last known address. A copy of such notice shall be sent to the Union. If the employee is on an unauthorized leave of absence as outlined in Article 19, then the six (6) working days will not apply. If the employee has left the country and has notified the Company prior to his/her departure, then the six (6) working days will not apply.
- (4) If the employee has been laid off for more than twenty-four (24) months if he/she has five (5) or more years seniority, or for more

than eighteen (18) months if he/she has less than five (5) years seniority. An exception are employees who have been laid off with less than six (6) months seniority who retain recall rights for a period equal to their term of service. If an employee is recalled within the applicable period, seniority shall be maintained and accumulated.

- (5) If the employee is absent from work for more than four (4) consecutive working days without notifying the Company, unless an acceptable reason is given.
- 9.06
- (1) An employee who prior to April 1, 1971, has been transferred to a job outside the Bargaining Unit, but with the Company, may be returned to the Bargaining Unit with his/her seniority at the time he/she left the Bargaining Unit, plus the time outside of the Unit.
 - (2) An employee who may be transferred after April 1, 1971, to a job outside the Bargaining Unit, but with the Company, may be returned to the Bargaining Unit with his/her seniority at the time he/she left the Bargaining Unit.

ARTICLE 10 - LAYOFF

10.01 The parties hereto recognize that security shall increase in proportion to the length of service. It is therefore agreed that in all cases of layoff and recall after layoff, senior employees shall be entitled to preference subject to the following provisos:

- (1) There shall be no seniority rights among probationary employees and probationary employees shall be the first to be laid off.
- (2) With respect to an employee with seniority

status, the parties hereto recognize that it is the responsibility of Management to operate the plant efficiently and therefore agree that in the case of a reduction in a job classification, the employees affected by the reduction will be assigned other work if available. If there is no other work available, the following provisions will apply:

- (a) in the case of a layoff not to exceed ten (10) working days, the Company may lay off any employee if he/she is not qualified or willing to do the work available without further training.
- (b) in the case of a layoff to exceed ten (10) working days the Company will lay off the most junior employee in the classification being reduced, who will then exercise his/ her seniority and ability in an unprotected job by displacing the most junior employee in such classification.

UNPROTECTED JOBCLASSIFICATIONS:

Janitor, Assembler Parts and Service, Assembler Assembly, Repair Bench, Press Operator Plastics, Material Handler Parts & Service, Material Handler Traffic and Warehouse, Material Handler Assembly, Inspector Assembly, Material Handler Paint.

In the case of a layoff (in the protected job categories) the Company will lay off the most junior employee in the classification being reduced, who will then exercise his/her seniority and ability in a job of equal or lower job classification by displacing the most junior employee in such classification.

They will be given a five (5) day training period. If they are unable to perform the job to which they are now assigned, they will be laid off.

The above procedures will result in no more than three (3) levels of displacement.

PROTECTED JOB CLASSIFICATIONS:

Industrial Mechanic, Toolmaker A, Electrician, Millwright, Carpenter, Maintenance, Set-Up Assembly, Set-Up Plastics, Lift Truck Operator, Truck Driver, Receiver Parts and Service, Receiver Traffic and Warehouse, Shipper Parts and Service, Shipper Traffic and Warehouse and Painter.

(3) Notwithstanding the foregoing the parties hereto agree that the Company can perform any operation or function in the plant for a total of twenty (20) working days in a calendar year, ten (10) days in the first six (6) months and ten (10) days in the second six (6) months - without regard to the seniority provisions of this agreement. The Union will be notified in writing when the provisions of this clause are being implemented.

10.02 In the event of a layoff due to lack of work, the employees affected shall be given five (5) working days notice in advance. The Union shall be given three (3) days notice in advance whenever possible. When the layoff exceeds ten (10) working days, the Company will provide the Union with a list of the names of the employees being laid off. Layoff shall only take place at the end of the employees shift on a Friday, whenever possible.

- 10.03 If a transfer is for the convenience of an employee; that is, to avoid a layoff, or if the employee requests same for health reasons, the lower rate of the two classifications will apply.
- 10.04 The last laid off employee who still retains seniority shall be the first to be recalled to a job vacancy.
- 10.05 The President/Plant Chairperson of the local union shall be the last laid off and the first recalled, regardless of seniority.

ARTICLE 11 - TRANSFER

11.01 When an employee is temporarily transferred from one classification to another it shall be done in accordance with seniority on the following basis.

- (a) if the transfer involves a promotion it will be offered to the senior qualified person who wishes the promotion.
- (b) if no promotion is involved it will be given to the most junior employee.

A transfer shall mean a transfer not exceeding thirty (30) days duration unless this time limit is extended by mutual agreement among the Company, the Union and the employee.

- (1) If the transfer is for the convenience of the Company and not in lieu of layoff, the higher rate of the two classifications will be paid.
- (2) Notwithstanding the above in the case of short term casual absenteeism the Company will endeavour to assign in accordance with the above procedure. However, in the event a senior person is

denied the promotion to a higher paid job and makes it known to the Company, they will be assigned to such vacancy on the next shift available.

ARTICLE 12 - JOBPOSTING

12.01 The parties hereto recognize that security shall increase in proportion to length of service. It is therefore agreed that in all cases of vacancies and job postings, senior qualified employees shall be entitled to preference subject to the following proviso:

In recognition of the responsibility of the Company for efficient operation of the plant, it is agreed that in all such cases the Company shall have the right to pass over any employee.

If there is a dispute as to the employee's ability or physical fitness, then a ten (10) working day trial period will be given to the senior applicant who may be qualified and who disputes the Company's decision. If the senior applicant qualifies after the ten (10) working day trial period, he/she will be given the job.

The intent of the foregoing paragraph is to provide a trial opportunity to one applicant (preference given to seniority) who can be seriously regarded as possessing qualifications closely approaching those of the posted job.

Effective the date of this contract, any employee who has successfully bid for a job shall be ineligible to post laterally or downward for a period of four (4) months. An exception to this will be made when the bid is because of health reasons and can be properly documented.

12.02 (a) All vacancies for positions of more than thirty (30) days duration and newly created positions shall be posted for three (3) working

days hour to hour on the bulletin board. An employee desiring the position must make *application to management* within the three (3) working days of posting. In order to inform the employees, such postings shall contain a short job description outlining the major duties of the job, the training period, the qualified rate, and the department involved.

(b) When it is necessary to fill temporary vacancies caused by an employee being absent which lasts or will last for thirty (30) days or more, the vacant job and one (1) subsequent vacant job, when required, shall be posted for their duration in the same manner as a permanent vacancy.

The successful applicant will return to his/her regular job when the vacancy ceases to exist.

12.03 Due to the seasonal fluctuation in the need for the Company's product, the parties agree that temporary job vacancies of not more than 120 days duration will be posted at the beginning of the seasonal upswing period. Successful applicants to such a job posting will return to their previous classification at the end of the temporary period of the job posting.

This temporary job posting procedure is not intended to by-pass the regular job posting as outlined in clause 12.02 when a permanent job becomes vacant.

12.04 The Company shall be free to fill any vacancy immediately on the job becoming available and no grievance shall be filed prior to a selection being made according to the above. The Selection shall be made within five (5) working days following the end of the posting period.

- 12.05 An employee not working due to an authorized leave of absence will have the right to apply for a posted job.
If the successful applicant to a job posting is not at work due to an authorized absence the posted position will be held available for a period not to exceed thirty (30) days from the date the posting notice has expired.
- 12.06 If no suitable candidate applies, the job may be filled by the Company from among other employees or by new hirings.
- 12.07 The Union President shall be given a copy of all job postings and the name of the successful applicant shall be posted on the bulletin board with a copy to the Union President.

ARTICLE 13 - WAGE RATES

13.01 The Company agrees to pay and the Union agrees to accept the hourly wage rates set out as follows:

Job Classification	April 1 1995	April 1 1996	April 1 1997	April 1 1998
1 Janitor	11.26	11.60	11.95	12.30
1 Assembler P&S	11.26	11.60	11.95	12.30
1 Assembler Assembly	11.26	11.60	11.95	12.30
2 Repair Bench	11.43	11.77	12.13	12.49
2 Press Operator Plastics	11.43	11.77	12.13	12.49
2 Inspector Assembly	11.43	11.77	12.13	12.49
3 Material Handler P&S	11.60	11.95	12.31	12.68
3 Material Handler T&W	11.60	11.95	12.31	12.68
3 Material Handler Assembly	11.60	11.95	12.31	12.68
3 Material Handler Paint	11.60	11.95	12.31	12.68
4 Shipper T&W	12.02	12.38	12.75	13.13
4 Shipper P&S	12.02	12.38	12.75	13.13
4 Receiver T&W	12.02	12.38	12.75	13.13
4 Receiver P&S	12.02	12.38	12.75	13.13
4 Painter	12.02	12.38	12.75	13.13
4 Truck Driver	12.02	12.38	12.75	13.13
4 Lift Truck Operator	12.02	12.38	12.75	13.13
5 Set Up Assembly	13.51	13.92	14.33	14.76
5 Maintenance	13.51	13.92	14.33	14.76
6 Set Up Plastics	14.46	14.89	15.34	15.80
6 Carpenter	14.46	14.89	15.34	15.80
6 Millwright	14.46	14.89	15.34	15.80
8 Toolmaker A	15.21	15.67	16.14	16.62
11 Industrial Mechanic	17.93	18.47	19.02	19.59
11 Electrician	17.93	18.47	19.02	19.59

- 13.02 Croup Leaders will receive twenty (20) cents above the rate of the highest classification led.
- 13.03 The starting rate for any employee will be a maximum of twenty (20) cents under the rate of the job for a period of twenty-five (25) days of work, increasing to ten (10) cents under the rate for the job for a period of a further twenty (20) days of work.
- 13.04 Upon completion of full apprenticeship in his/her trade, an apprentice will advance to the respective trade rate provided he/she can perform the work.
- 13.05 The training period for set-up person will be twenty-four (24) months starting at thirty (30) cents per hour above the job Class 1 rate and progressing every third month by a ten (10) cent increase to the job rate.
- 13.06 If the Company discontinues a classification or changes the job requirements of a classification or establishes a new classification, the Company shall set the new rate and shall notify the Union in writing of the particulars.
- (a) After a trial period of thirty (30) days, the Union may, within a further thirty (30) days of such notice, request that such change be discussed at a meeting according to Clause 7.04.
- (b) If the Union claims the new or revised rate is not appropriate nor compatible with existing classifications and wage rates, this matter may then be referred to the Grievance Procedure at Step 3, and if not settled at this step, the grievance may then be referred to Arbitration.
- 13.07 The regular pay day will be Thursday of every week.

ARTICLE 14 - HOURS OF WORK

- 14.01 (1) The hours of work for the Day Shift shall be eight (8) hours between 7:30 a.m. and 4:00 p.m. with one-half hour lunch period Monday to Friday inclusive.
- (2) The hours of work for the Afternoon Shift shall be eight (8) hours between 4:00 pm. and 12:30 am. with one-half hour lunch period Monday to Friday inclusive.
- (3) The hours of work for the Maintenance Department and Set-Up classification of the Afternoon Shift shall be from 3:30 p.m. to 12:00 midnight with one-half hour lunch period Monday to Friday inclusive.
- (4) The hours of work for the Janitor shall be five (5) eight (8) hour shifts in a week at the discretion of Management.
- (5) The hours of work for the Traffic and Warehousing Department and Parts and Service Department shall be eight (8) hours either 7:30 a.m. to 4:00 p.m. and/or 8:30 a.m. to 5:00 p.m. with one-half hour lunch period Monday to Friday inclusive.

14.02 **Relief Periods and Wash-up.** A relief period of ten (10) minutes away from work will be provided during the second and third hours of each half day.

A five (5) minute wash-up period will be provided at the end of the working day.

"The five (5) minute wash-up period will not apply in a department providing a 20 minute paid lunch period".

14.03 **Shift Premium.** A shift premium of forty (40) cents per hour will be paid for all hours worked on the afternoon shift and forty five (45) cents per hour will be paid for all hours worked on the night shift.

Effective April 1, 1995 a shift premium of forty five (45)cents per hour will be paid for all hours worked on the afternoon shift and fifty (50) cents per hour will be paid for all hours worked on the night shift.

ARTICLE 15 - OVERTIME

15.01 The Company may require employees to perform work in excess of their regularly assigned hours. Overtime pay will be made on the basis of either daily or weekly overtime worked whichever results in the greater pay but there will be no pyramiding nor duplication of daily or weekly overtime or of overtime and premium pay except as otherwise specifically provided herein

The payroll week shall begin at 12:01 a.m. Sunday morning and continue for seven (7) consecutive twenty-four (24) hour days to midnight the following Saturday night.

(1) Hours worked in a day in excess of eight (8) hours shall be paid for at the rate of time and one-half the hourly rate.

- (2) Hours worked on Saturdays will be paid for at the rate of time and one-half the hourly rate.
- (3) Hours worked on Sundays shall be paid for at the rate of double time.
- (4) The Company shall make every effort to give an employee reasonable notice in advance when overtime is to be worked. An employee may refuse overtime work on presentation of satisfactory personal reasons at the time of being requested to work; or, if the employee has worked a minimum of eight (8) overtime hours in the week for which the overtime is requested.
- (5) As far as possible, overtime work will be distributed equally. First, among the employees who presently perform the job on which the overtime is necessary, and then among the other employees in the plant who have the skills to do the work.
- (6) If an employee continues working for more than two (2) hours after the end of his/her regular shift, Monday through Friday, that employee will be granted a twenty (20) minute paid lunch period to commence at the end of this second hour of overtime or as soon thereafter as practicable.
- (7) The Company shall notify employees, who are required to work overtime on the weekend, by Thursday at the completion of their shift whenever possible.

ARTICLE 16 - REPORTING ALLOWANCE

- 16.01 The Company agrees that an employee reporting for work, unless otherwise notified the previous day, shall be provided with at least four (4) hours work at his/her current rate of wages, plus overtime, if overtime applies, or shall be paid four (4) hours in lieu thereof.
- 16.02 An employee who is called back in for special work after completion of his/her normal shift shall be paid not less than the equivalent of four (4) hours work at his/her regular hourly rate, plus overtime, if overtime applies.
- 16.03 The provisions of Clause 16.01 above will not apply in the event that strikes, stoppages in connection with labour disputes, fires, storms, floods, power or major mechanical failures, or other conditions over which the Company has no control, interfere with work being provided.

ARTICLE 17 - PAID HOLIDAYS

- 17.01 The following shall be considered as paid holidays: New Year's Day, Good Friday, Easter Monday, Victoria Day, Dominion Day, Civic Holiday, Labour Day, Thanksgiving Day, the day before Christmas Day, Christmas Day, and Boxing Day, and one (1) floating holiday to be taken during the Christmas Shutdown and prior to New Year's.
- 17.02 If any of the above holidays fall on Saturday, the preceding Friday shall be considered the holiday; and if any of these holidays fall on a Sunday, the following Monday shall be considered the holiday.
- 17.03 Each employee shall receive his/her regular straight-time hourly rate of pay for eight (8) hours for each of the above-named holidays.

- 17.04 An employee required to work on any of the above-named holidays shall be paid at a rate of one and one-half times his/her straight-time hourly rate in addition to his/her holiday pay.
- 17.05 Notwithstanding the provisions of Clause 17.01 of this Article, no employee shall be entitled to holiday pay who:
- (1) has not established seniority under Clause 9.02 prior to the holiday in question, or who:
 - (2) without being excused by the Company in writing, fails to work both the last working day before and the first working day after the holiday in question. The Company, however, shall not refuse to excuse an employee from work if,
 - (a) he/she is absent because of death in his/her immediate family. For the purpose of this Clause 17.05 "immediate family": shall mean father, mother, spouse (as defined in the Family Law Reform Act of the Province of Ontario), son, daughter, brother, sister, mother-in-law, father-in-law, stepfather, stepmother, brothers and sisters-in-law, grandparents and grandchildren. Also for the purposes of this section, only one spouse will be recognized as "immediate family".
 - (b) he/she tenders a certificate from a duly qualified Medical Practitioner or a duly qualified Chiropractor that he/she was unable to work.

- (c) **he/she** tenders a certificate from a duly qualified Dentist that dental work was required. In which case the employee will be excused from work for a maximum of four (4) hours.

Notwithstanding the foregoing, an employee shall be allowed one hour late without affecting **his/her** holiday pay.

- (3) is on authorized leave of absence for longer than seven (7) days.
- (4) is receiving Accident or Sickness Payment under the Group Insurance Plan.
- (5) is on layoff (for longer than seven (7) days) provided that where an employee is on layoff on the working day preceding the holiday and is recalled to work and works on the working day actually succeeding the holiday, or who works on the working day actually preceding the holiday and is laid off on the working day actually succeeding it, then **he/she** is entitled to holiday pay for the holiday.

17.06 In the event that one *or* more of the paid holidays occurs during the employee's vacation, **he/she** shall be paid for the holidays in addition to **his/her** vacation pay.

ARTICLE 18 - VACATION

- 18.01 Employees with less than one (1) year's service as of June 30th in any year shall be entitled to vacation pay in accordance with the provisions of the Employment Standards Act.
- 18.02 Vacations shall be determined on the basis of an employee's years of completed service through June 30th of any year.

YEARS COMPLETED SERVICE (through June 30th)	VACATION Weeks Earned
1 through 4	2
5 through 11	3
12 through 19	4
20 through 24	5
25 plus	6

18.03 Subject to an employee's having worked a minimum of 1040 hours during the vacation year of July 1st through June 30th, an employee entitled to vacation under the above schedule shall be paid forty (40) hours times his/her straight time hourly rate, or four percent (4%) of his/her earnings in the year ending June 30th whichever is greater for each week of vacation entitlement.

18.04 An employee working less than 1040 hours during the vacation year shall be paid a vacation pay allowance of two percent (2%) of his/her earnings in the year ending June 30th of each week of vacation entitlement.

18.05 Employees will receive vacation pay at the time vacation is taken.

18.06 Employees entitled to weeks of paid vacation greater than the plant vacation Shutdown must take vacations equivalent to the plant Shutdown.

18.07 The Company will post notice ninety (90) days prior to any scheduled vacation Shutdown.

ARTICLE 19 - LEAVES OF ABSENCE

19.01 **Bereavement Leave.** In the event of a death in the immediate family of an employee who has established seniority under clause 9.02, the Company will grant a leave of absence with pay:

- (1) For three (3) days for members of the immediate family.
- (2) Effective April 1, 1994 for five (5) days for an employee's spouse, and for three (3) days for other members of the immediate family.
- (3) The leave of absence must be taken within seven (7) days of the death, funeral or service.
- (4) Days granted would be paid only for the days which an employee was regularly scheduled to work.
- (5) "Immediate Family", for the purpose of this article is defined as an employee's father, mother, son, daughter, brother, sister, mother-in-law, father-in-law, stepfather, stepmother, brothers and sisters-in-law, grandparents, grandchildren, and spouse (as defined in the Family Reform Act of the Province of Ontario). Also, for purposes of this section, only one spouse will be recognized as "immediate family" of the employee.

19.02 Jury Duty. The Company shall pay an employee who has established seniority under Clause 9.02 for jury service, the difference between his/her straight time hourly rate for the number of hours he/she normally works on his/her regular shift and the payment he/she received for jury service. The employee will present proof of service and the amount of pay received.

19.03 Leave to Attend Union Business. An employee who has been elected or appointed by the Union to attend Union conventions or other business of the Union shall be granted a leave of absence without pay for this purpose provided the Union advises the Company seven

(7) days in advance with such request. The Union will inform the Company of the names of the delegates. No leave of absence will be granted under this section so that more than three (3) employees are on leave of absence for this reason at any one time but only two (2) from one (1) department can leave.

19.04 **Maternity Leave.** Leave of absence for up to one (1) year without pay shall be granted in case of pregnancy. An employee returning to work after a Maternity Leave must provide the Company with a doctor's certificate that she is physically capable or resuming her normal duties. An employee must not work after six (6) months of pregnancy.

19.05 **Personal Reasons.** An employee will be allowed a 30-day leave of absence without pay for personal reasons if:

- (1) he/she requests it from the Management in writing, and
- (2) the leave is for a good reason and does not interfere with operations, except in emergency situations when leave shall be granted regardless.

19.06 A leave of absence will be extended for an additional thirty (30) day period if there is a good reason and Management and Union agree. An employee must request the extension in writing before his/her thirty (30) day leave is up.

19.07 The Union will be notified of all leaves granted under this section.

19.08 **Failure to Return from Leave.** Any leave of absence will be in writing and no such leave will affect any employee's seniority rights when used of the purpose granted, provided he/she returns to work at the expiration of his/her leave.

ARTICLE 20 - HEALTH AND SAFETY

- 20.01 The Company and the Union agree that they mutually desire to continue to maintain high standards of safety and health in the plant in order to prevent industrial injury and illness.
- 20.02 The Union agrees to name three (3) members from three (3) different departments to join with three (3) members of Management to act as the joint Union/Management Safety Committee. The Committee function will be to promote a work environment conducive to the safety, health and well-being of all employees.
All specific Health and Safety Training will be reviewed by the Joint Health and Safety Committee.
As close to the middle of the month as possible, a safety tour will take place. One of the Union representatives and the Department Supervisor will inspect each department.
As near to the end of the month as possible the joint Union/Management Safety Committee will meet.
Three (3) hours per month will be set aside for the tour and meeting.
- 20.03 Union shall be notified of each accident or injury and Safety Committee may investigate and make recommendations to the Production Manager at the next following meeting of the Safety and Health Committee.
- 20.04 **Pay on Day of Injury.** An employee injured in an industrial accident shall be paid for the time lost on the day he/she was injured at his/her straight time hourly rate for the number of hours he/she normally works on his/her regular shift.
- 20.05 The Company agrees to pay an aggregate of ten (10) working days maximum per contract year, to permit members of the Union to attend health and safety training.
- 20.06 Where the Joint Health and Safety Committee deem safety shoes a requirement, the Company will pay \$70.00 towards the cost (upon proof of purchase) every eighteen (18) months.

ARTICLE 21 - HANDICAPPED EMPLOYEES

21.01 In the event an employee sustains injuries at work, or becomes affected by occupational diseases during the course of his/her employment and becomes physically handicapped as a result thereof, every effort will be made by the Company to give the handicapped employee such suitable employment as is available. Every effort shall also be made on behalf of an employee who suffers illness or accident away from work.

ARTICLE 22 - GROUP INSURANCE

- 22.01 (a) The Company will continue during the term of this Agreement to provide Life insurance, Accidental Death and Dismemberment and Accident and Sickness benefits as per Schedule A (attached). It is agreed that the Company will pay 100% of the premiums now paid, together with any increase in the premiums during the term of this Agreement.
- (b) Sickness and Accident Claims must be submitted within a two week period following the date of Sickness or Accident to be eligible for payment. An exception to this will be when the claimant is prevented from filing due to extenuating circumstances.

- 22.02 The Company agrees to provide to each employee who retires after the date of April 1, 1991, Life Insurance in the amount of \$2500, effective upon the date of his/her retirement, if he/she is either;
- (1) Age 65 and eligible to receive a pension in accordance with the provisions of the plan, or
 - (2) Age 55 with at least 10 years of service.
- 22.03 The Company will pay one hundred percent (100%) of the premium cost of a ten dollar (\$10) single, twenty dollar (\$20) family deductible Prescription Plan, equivalent to the Blue Cross Drug Plan, for employees who are covered by this agreement and their dependents. This coverage will be available to an employee providing he/she does not have equivalent coverage elsewhere. During the term of this Agreement an employee who proves to the satisfaction of the Company that he/she has paid the deductible applicable to his/her coverage will have such deductible refunded to him/her by the Company.
- 22.04 The Company will upgrade the Dental plan to maintain a one year lag in the O.D.A. Schedule of Dental Plan #7.
- 22.05 Effective April 1, 1995 the Company agrees to cover all eligible employees and their dependents with a Blue Cross Dental Plan #7 providing reimbursement at a rate equivalent to a one year lag in Ontario Dental Association Fee Schedule with no deductible.

- 22.06 The benefits and coverage set out in the Insurance Plans described in this Article shall be subject to and in accordance with the terms and conditions as set out in said Plans.
- 22.07 In the event there is a dispute between the claimant's doctor and the insurance company's doctor concerning the validity of a sickness and accident claim the following procedure will be used. The Company and the Union will select a mutually agreed upon third doctor to whom the matter will be submitted. Both parties agree to abide by his/her decision.
The arbitration process will not be affected in any way except by this process described above.
- 22.08 The parties agree that where Sickness and Accident Benefits are paid due to an accident in which a claim is made against a third party, that all such benefits received by the employee will be returned to the Company upon a successful settlement of such a claim covering full wages. In the event the settlement does not cover full wages lost, the employee shall be required to return to the Company only the portion of benefits received which when combined with the lost wage settlement are in excess of the earnings lost during his/her absence.
- 22.09 Employees on leave of absence of thirty (30) days or less, which has been approved in advance, will retain group insurance coverage. These coverages will also be retained by employees on vacation which has been approved in advance. Weekly indemnity benefits will not be payable until the expiration of such leave of absence or vacation, providing work is then available, but the applicable waiting period can be served during the leave or vacation period.

ARTICLE 23 - PENSION PLAN

- 23.01 Eligible employees covered by the Agreement will continue *to* receive benefits of the Pension Plan for Hourly Paid Employees which forms part of this Agreement.
- 23.02 A Pension Plan for hourly employees will provide benefit levels as follows:
- (1) Effective April 1, 1996, a minimum benefit of \$19.00 per month for each year of continuous past and future service with normal retirement at age 65 and options of early retirement at age 55 (with a reduction of 1/4 of 1% for each month of early retirement), a disability benefit based on continuous service *to* date of disability or \$200 per month whichever is greater (based upon a minimum of 10 years of continuous service), a surviving spouse benefit at 60% and 100% vesting after 2 years of continuous service. The Company will pay the full cost of this Plan.
 - (2) Effective April 1, 1997, a minimum benefit of \$20.00 per month for each year of continuous past and future service with normal retirement at age 65 and options of early retirement at age 55 (with a reduction of 1/4 of 1% for each month of early retirement), disability benefit based on continuous service to date of disability or \$200 per month whichever is greater (based upon a minimum of 10 years of continuous service), a surviving spouse benefit at 60% and 100% vesting after 2 years of continuous service. The Company will pay the full cost of this Plan.

(3) Effective April 1, 1998 a minimum benefit of \$21.00 per month for each year of continuous **past and future service with** normal retirement at age 65 and options of early retirement at age 55 (with a reduction of 1/4 of 1% for each month of early retirement), a disability benefit based on continuous service to date of disability or \$200 per month whichever is greater (based upon a minimum of 10 years of continuous service), a surviving spouse benefit at 60% and 100% vesting after 2 years of continuous service. The Company will pay the full cost of this Plan.

23.03 These benefits to be subject to and in accordance with the terms and conditions as set forth in said Plans.

23.04 **Prior Pension Plan.** An employee who was a member of the prior pension plan will receive a supplemental benefit, in addition to any entitlement under the regular pension plan of hourly employees, and this **will** be based on the number of years each member participated in the prior plan, **his/her** contributions plus interest, and the date on which the employee would normally retire.

ARTICLE 24 - NO STRIKES - NO LOCK-OUTS

24.01 The Union agrees that during the life of this Agreement there shall be no strikes, and the Company agrees that there shall be no lock-outs

ARTICLE 25 - DURATION OF AGREEMENT

25.01 This Agreement shall be effective April 1, 1995 ^y and shall remain in effect for forty eight (48) months through to 11 59 p m , March 31, 1999

- 25.02 This Agreement will be automatically renewed yearly thereafter unless either party notifies the other of its intent to amend within ninety (90) days prior to the anniversary in any year.
- 25.03 In the event that either party serves notice to the other of its desires to amend this Agreement, the Agreement shall then continue in effect until such time as a new Agreement has been reached, or until Conciliation Procedures, as required by Legislation, have been completed.
- 25.04 The Agreement will supersede all previous written and/or oral agreements.

IN WITNESS THEREOF the parties hereto have executed this Agreement.

FOR THE COMPANY

Al Hussey
Bill Birdsall
Ernie Forsey

FOR THE UNION

Brian Greenaway
Emma Frasca
Pat Marlin
Norm Boutin
Bob Abell

Dated at Welland this 3rd day of May, 1995.

GROUP INSURANCE

"SCHEDULE A"

Employees included: All full time hourly employees except those who normally work less than 40 hours per week on the day shift or less than 37 1/2 hours per week on afternoon or night shift.

- (1) Life; Accidental Death and Dismemberment Insurance
 - (a) Effective April 1, 1996 - \$18,000
 - (b) Effective April 1, 1997 - \$19,000
 - (c) Effective April 1, 1998 - \$20,000
- (2) **Accidental and Sickness Insurance.**

Effective April 1, 1996, increase to two thirds of normal weekly wages up to \$400.00 per week maximum.

Waiting period for sickness only - seven (7) days.

Non-occupational accident benefits paid from the first day.

In the event of hospitalization (including out-patient surgery) benefit will be paid from the first day of confinement.

Maximum period of payment up to 26 weeks.
- (3) Your Life and Accidental Death and Dismemberment Insurance will be reduced by 50% following your attainment of age 65. Your Life and Accidental Death and Dismemberment Insurance will be further reduced by 50% following your attainment of age 70.

LETTER OF UNDERSTANDING-- PENSION

For the duration of this agreement only, the Company agrees that effective April 1, 1996 an employee who retires between April 1, 1996 and March 31, 1998 will receive the pension level upgrades that would be applicable and effective on each April 1st anniversary date as stated in the collective agreement.

FOR THE COMPANY

Al Hussey
Bill Birdsall
Ernie Forsey

FOR THE UNION

Brian Greenaway
Emma Frasca
Pat Marlin
Norm Boutin
Bob Abell

Dated at Welland this 3rd day of May, 1995.

**LETTER OF UNDERSTANDING –
FAILURE TO SUBSTANTIALLY INSTALL
A PENCILVAC VACUUM LINE/ UNION'S
RIGHT TO EARLY TERMINATION**

It is the current intention of the Company to install a PENCILVAC Vacuum line at the Welland Facility. The Company plans to:

- a) start issuing purchase orders for equipment on or before August 31, 1995;
- b) commence installation of equipment on or before January 1, 1996; and,
- c) commence the testing of an installed line on or before February 1, 1996.

For many reasons, the installation may not proceed in accordance with the time frame noted above or at all. Beginning in July, 1995, the Company will meet with the staff representative of the Union monthly to disclose the Company's plans with respect to the line.

In the event the Company has not substantially installed a PENCILVAC Vacuum line at the Welland facility on or before February 28, 1996, the Union shall have the right to elect to bring an early termination to the Collective Agreement and end the Collective Agreement effective March 31, 1996. The Union's right to early termination shall be exercisable between March 1, 1996 and March 15, 1996 and shall be effective only if written notice of such election is delivered to the Company no later than March 15, 1996. Once such notice has been delivered, the Union shall be deemed to have made its election.

If the Union, subject to its compliance with the provisions noted above, elects an early termination of the Collective Agreement, the Union and the Company agree to make joint application to the Ontario Labour Relations Board for the early termination of the Collective Agreement. The Collective Agreement, subject to the consent of the

Ontario Labour Relations Board, shall then terminate effective March 31, 1996 or on such other date as the Ontario Labour Relations Board so determines.

The Union's right to elect early termination ends the earlier of the date upon which a PENCILVAC Vacuum line is substantially installed or March 15, 1996. If a dispute arises as to whether a PENCILVAC Vacuum line has been substantially installed, such dispute shall be determined by the Ontario Labour Relations Board or if the Board declines to determine the matter it will then be referred to Arbitrator Morton Mitchnick for final and binding determination. If Arbitrator Mitchnick is not readily available the expedited arbitration provisions of the Labour Relations Act may be utilized by either party.

The memorandum of agreement which provides for the Collective Agreement is conditional upon the Ontario Labour Relations Board granting an early termination to the current outstanding Collective Agreement which current outstanding Collective Agreement provides for an expiry date of March 31, 1996 (the "existing Collective Agreement"). At the time that the parties apply for the early termination of the existing Collective Agreement the parties shall make the Ontario Labour Relations Board aware of this Letter of Understanding and in particular the Union's right to elect an early termination in the circumstances provided for herein.

This Letter of Understanding forms part of the Collective Agreement between the parties.

FOR THE COMPANY

Al Hussey
Bill Birdsall
Ernie Forsey

FOR THE UNION

Brian Greenaway
Emma Frasca
Pat Marlin
Norm Boutin
Bob Abel

Dated at Welland this 3rd day of May, 1995.

LETTER OF UNDERSTANDING

The Company and Union agree that this tentative agreement will expire automatically if it is not ratified by the membership by Friday, May 5, 1995. It is also understood that this agreement is subject to a one time Yes/No outcome and is not subject to further discussion.

In the event the membership does not ratify, the current collective agreement will expire in a normal fashion on March 31, 1996.

FOR THE COMPANY

Al Hussey
Bill Birdsall
Ernie Forsey

FOR THE UNION

Brian Greenaway
Emma Frasca
Pat Marlin
Norm Boutin
Bob Abell

Dated at Welland this 3rd day of May, 1995.

1996

January 1996

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July 1996

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February 1996

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August 1996

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September 1996

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January 1997

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December 1997

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