

CONSUMERS GLASS Hamilton, Ontario

and

ALUMINUM, BRICK AND GLASS WORKERS INTERNATIONAL UNION (AFL-CIO-CLC) and its Local 203G

> Dated: 29th March, 1996 Expires: 28th March, 1999

JAN 20 1997

022.90(05)

1997 & 1998 EXECUTIVE BOARD

President: Dave Kellner

Vice President: Chester Pleszkan

Inner Guard: Brenda Perreault

Chairperson: Dudley Francis

Vice Chairperson: Fern Daoust

Recording Secretary: Sandy Currell

Financial Secretary: Patricia Sutton

Trustees: Doug Hewat

Lucy Adams Bill Lewis

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THIS AGREEMENT made as of the 29th day of March, 1996

BETWEEN:

CONSUMERS GLASS (hereinafter called "the Company")

and

ALUMINUM, BRICK & GLASS WORKERS INTERNATIONAL UNION and its LOCAL 203G (AFL-CIO-CLC) (hereinafter called "the Union")

Article 1 PURPOSE

1.01 This Agreement is made to establish and maintain lawful and orderly collective bargaining relations between the Company and its employees, and to provide for the prompt and amicable disposition of grievances which may arise from time to time in the manner hereinafter set out.

Article 2 RECOGNITION

2.01

- a) The Company recognizes the Union as the collective bargaining agent for its employees at its Hamilton plant and Saltfleet Warehouse, save and except assistant supervisor, persons above the rank of assistant supervisor, guards, office and clerical staff and sales staff.
- b) In the event that the Company moves any division or department of the Hamilton Plant from its present location, the Company will recognize the Aluminum, Brick and Glass Workers International Union, AFL-CIO-CLC, as the bargaining agent for the new location and the Collective Agreement will remain in effect at

the time of relocation. It is understood that this clause applies only *to* those divisions or departments presently covered by this **Agreement.**

- **2.02** The term "employee" or "employees" wherever hereinafter used shall mean only those persons coming within the bargaining unit **as** defined above unless the context otherwise applies.
- 2.03 Where the masculine pronoun is used in the Agreement, it shall mean and include the feminine pronoun where the context so requires.

Article 3 UNION SECURITY

- **3.01** It shall be a condition or employment that all employees must become and remain members of the Union in good standing.
- **3.02** All new employees shall become and remain members of the Union in good standing upon completion of their probationary period **as a** condition of employment.
- 3,03 The Company shall deduct weekly from the wages of its employees initiation fees, union dues in the amount fixed by the Constitution and By-Laws of the Aluminum, Brick and Glass Workers International Union and the Local Union By-Laws. Regular dues deductions shall start with the first pay following employment by the Company. The initiation fee shall be deducted from the first pay following the acquiring of seniority by the employee. The Company agrees to remit such deductions weekly to the Financial Secretary of the Local. The weekly dues cheque shall be accompanied by a list showing the name and clock number of each employee and the total weekly dues deduction being remitted for each employee. If, for any reason, there has been no weekly deduction from any individual, the Company will state the reason why.

3.04

- a) At the end of each month, hiring date, the names, current addresses of new employees and the names and date of severance of employment shall be forwarded to the Financial Secretary of the Local.
- b) The Company will forward the dues cheque to the Financial Secretary of the Local by Friday in the same week as the employees receive their pay cheques.

3.05 The form of dues deduction authorization shall be as follows:

I, the undersigned, voluntarily do hereby authorize and direct Consumers Glass, Hamilton, Ontario, during the life of this Agreement, to deduct from my gross earnings. accumulated to my credit from the date of signature hereof, Union Dues as required by the Constitution and By-Laws of the Aluminum, Brick and Glass Workers International Union, the Local Union By-Laws and the Union initiation fee, and to remit same weekly to the Financial Secretary of Local 203G Aluminum, Brick and Glass Workers International (AFL-CIO-CLC), whose receipt thereof shall be considered a discharge to Consumers Glass, Hamilton, Ontario, for the amounts deducted from my earnings as authorized and directed herein.

Date:	
Clock #	
Signature:	

3.06

- a) The employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off.
- b) New employees, when hired, will be introduced to the Shop Steward or Executive Board Member in their department when commencing work.

Article 4 RESERVATION OF MANAGEMENT RIGHTS

- **4.01** The Union acknowledges that it is the exclusive function of the Company to:
- a) Maintain order, discipline and efficiency;
- b) hire, discharge for just cause, classify, direct, transfer, promote, demote, lay-off and suspend or otherwise discipline employees, subject to the right of employees to lodge a grievance as herein provided by this Agreement;
- c) make and alter from time to time reasonable rules and regulations to be observed by the employees, provided that they are not inconsistent with the provisions of this Agreement;
- d) within the framework of this Agreement, the Union further recognizes the right of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities, to maintain order and efficiency in its plants, and to determine the location of its plants, the products to be manufactured. the scheduling of its production and its methods, processes and the means of manufacturing.
- **4.02** The Company agrees to post general reasonable rules for the guidance of employees.
- **4.03** The Company agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement.

Article 5 GRIEVANCE PROCEDURE

5.01 Nothing in this Agreement shall be deemed to

take away the right of an employee to present a personal problem directly to the Company provided that no decision shall be made which is inconsistent with the provisions of this Agreement.

5.02

- The Company agrees to recognize **a** maximum of twenty-six (26) stewards appointed by the Local from among the employees any three (3) of whom, together with the President of the Local shall constitute a Grievance Committee to meet with Management. Employees shall not be eligible to serve as Stewards unless they have one (1) year or more seniority. Six (6) of the stewards shall serve as Vice Chief Stewards to deal with the Area Manager in settlement of grievances at Step No. 2 of the Grievance Procedure. The other Stewards shall assist employees with the settlement of grievances as provided under the Grievance Procedure.
- The Vice President of the Union shall be designated as Chief Steward.
- 5.03 Vice Chief Steward shall respectively represent the following zones:
- Batch & Tank: Plant Maintenance; Systems: Zone 1: Instrumentation.
- Shipping; Transportation; Saltfleet Warehouse; A.C.L.; Plastishield. Zone 2:
- Zone 3: Forming; Machine Repair; Mould Repair; Lehr &
- Surface Coating.
 Select & Packing; Package Supply; Cold End Maintenance; Quality Control. Zone 4:
- 5.04 The Executive Committee shall meet with Management not more often than once in two (2) weeks and then only providing there is an agenda. An agenda in writing shall be submitted by the party requesting the meeting at least twenty-four (24) hours before the meeting is to be held. The agenda for such meetings shall consist of matters not

specifically classifiable **as** grievances. When it is mutually agreed an emergency situation has developed, **a** meeting shall be held within twenty-four (24) hours between **a** suitable committee (not more than five (5) representatives) and the factory management to resolve the problem. In the event a satisfactory solution to the problem is not reached, then the matter may be submitted as **a** grievance by either party starting at Step 3 of the grievance procedure.

- 5.05 The Company agrees that the Grievance Committee members shall be compensated at their regular hourly base rate for time spent during their regular working hours in attending Grievance Committee meetings with the Manager of the Hamilton Plant.
- **5.06** An employee member of the Grievance Committee, after obtaining the written permission of the Plant Manager or designate, may enter the factory at any time to adjust grievances.

time to adjust grievances.

Where written or verbal permission is not available from the Plant Manager or designate, it is understood that the President and the Vice President of Local 203G may enter the Hamilton operations to adjust grievances. It is required, however, that the President and Vice President register with the Security Guards upon entering and leaving the facility. The guards shall be advised of the permission to enter by the manager granting the written or verbal permission, prior to the entry.

5.07 All Union representatives (Officers and Stewards) have their regular work to perform on behalf of the Company. If it is necessary to service a grievance as authorized by this Agreement, then the Union representatives must first obtain permission from their immediate supervisor before leaving their regular work. If it is necessary to enter another department, the supervisor of that department must grant permission to enter and leave the department, upon explanation of the nature of the grievance and the personnel involved. Upon returning from servicing a grievance, the Union representatives must report to their immediate

supervisor and, if requested, give a reasonable explanation as to their absence. The Union representatives shall be allowed a maximum absence from their work of one (1) hour at their regular hourly base rate in any one working day for the purpose of servicing grievances, providing that the Company reserves the right to limit such paid time if it deems the time so taken to be excessive.

5.08 The Recording Secretary of the Local shall notify the Company in writing from time to time of the names of the Officers of the Local, the Stewards, Vice Chief Stewards and Grievance Committee members, and the respective effective dates of their appointment and the names, if any, of those former Stewards who are being replaced. The Company shall keep the Local advised of the names of the Supervisors and Assistant Supervisors.

5.09 DEFINITION OF GRIEVANCE PROCEDURE

a) If an employee has a complaint, such employee shall give the supervisor an opportunity to adjust such complaint which shall be presented by the employee to the supervisor within five (5) full working days after the circumstances giving rise to the complaint have originated or occurred. In discussing a complaint with said supervisor, the employee may be accompanied by the employee's steward. The supervisor's decision shall be given within two (2) working days and adjustment, if any, will be made immediately. If an employee has an unsettled complaint, it may be taken up as a grievance within five (5) full working days after receiving the supervisor's decision, in the following manner and sequence. For the purpose of Articles 5 and 6, Saturdays, Sundays, and plant Statutory Holidays shall be excluded from the governing time limits.

STEP NO. 1

Between the employee, with the Steward, and the Department Supervisor. The grievance shall be presented in writing and the decision of the Department Supervisor shall be rendered in writing within three (3) full working days following presentation of the grievance.

Failing settlement, then:

STEP NO. 2

Within three (3) full working days following the decision under Step No. 1.

By the Vice Chief Steward, and the Steward servicing the grievance under Step No. I, with the proper Area Manager or designate, at which time the written record of the grievance shall be submitted and the decision given in writing within not more than three (3) full working days following receipt of the written grievance at this Step.

Failing satisfactory settlement then:

STEP NO. 3

Within three (3) full working days following the decision under Step No. 2:

The matter, at the request of either party, may be referred to a meeting between the Plant Manager or designate and the Grievance Committee at which one official of the Union may be in attendance. The decision shall be given in writing within five (5) full working days following such meeting which shall be held not later than seven (7) full working days after the matter is referred under this Step.

5.09 GROUP GRIEVANCE

b) A complaint or Grievance of an employee or a group of employees shall begin at Step No. 2 when for any reason Management deems it necessary to transfer employees.

- c) In the event of a grievance arising out of a job posting, the grievance would commence according to Article 7, 7.15 (g) and then failing resolution, proceed to Step No. 2 of the Grievance Procedure.
- **5.10** Failing settlement of any difference between the parties under Step No. 3 of the Grievance Procedure arising from the interpretation, application, administration or alleged violation of this Agreement, including any question **as** to whether **a** matter is arbitrable, such difference or question may be taken to arbitration **as** provided in Article 6 within fifteen (15) working days **after** the final decision under the Grievance Procedure is given.

5.11 UNION AND COMPANY GRIEVANCE

Any difference arising directly between the Company, the Union and/or the Local (which shall not include matters employees personally are entitled to grieve upon) may be submitted in writing by either party at Step No. 2 and the time limits provided under the applicable provisions of the Grievance Procedure shall appropriately apply to both parties.

- **5.12** The aggrieved employee may be present during each step of the Grievance Procedure and at arbitration.
- **5.13** All written decisions arrived at between the representatives of the Company and the representatives of the Union and/or the Local shall be final and binding upon the Company, the Union, and Local and the employee or employees concerned.

5.14 DISCHARGE GRIEVANCE

A claim by an employee who has completed the probationary period that he/she has been unjustly discharged or suspended for three (3) days or more shall be treated as a grievance if a written statement of such grievance is lodged

at Step No. 2 within five (5) full working days after the employee ceases to work for the Company. A discharged employee or an employee suspended for three (3) days or more, may confer with the Steward and/or Union President (or designate). in the Human Resources Office before leaving the premises of the Company. Such special grievance may be settled under the Grievance Procedure, including arbitration by:

- a) confirming the Management's action in dismissing or suspending the employee;
- reinstating employee with full compensation for time lost less any amount of money or compensation that may have been earned or received while on discharge or suspension;
- c) any other arrangement deemed just.
- 5.15 Any settlement made under the Grievance Procedure at arbitration, shall be made retroactive to the date on which the grievance occurred.

Article 6 ARBITRATION

6.01

- a) When a difference arising between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the differences or allegation to an Arbitrator. Any written notification of a desire to submit a matter to arbitration shall specifically state the matter in dispute to be dealt with by the Arbitrator.
- b) Should the parties fail to agree on an Arbitrator within ten (10) days of receipt of the request for Arbitration

the party shall choose the Arbitrator in rotation from the following mutually agreed list of Arbitrators:

- Gail Brent
- I. 2. 3. 4. Robert Joyce
- Ross Kennedy
- Paula Knopf
- Mort Mitchnick
- Joseph Samuels
- If the Arbitrator chosen in rotation from the agreed list c) of Arbitrators is not available within the time limit set out in (d) below, he will be replaced by the following person on the list and except by mutual agreement between the parties, will not be used again as an Arbitrator until the name returns in the normal order of rotation.
- Unless mutually agreed otherwise between the Company and the Union, the following time limits d) will be adhered to by the parties:
 - In discharge grievances, it is understood that the hearing at Arbitration must commence within thirty (30) days from the date of acceptance by the Arbitrator to hear the grievance.
 - 2. In other than discharge grievances, the hearing at Arbitration must commence within forty-five (45) days from the date of acceptance by the Arbitrator to hear the grievance.
- 6.02 The Arbitrator shall hear and determine the difference or allegation and shall issue a decision within sixty (60) days from the date of the closing of the Arbitration hearing and the decision will be final and binding upon the parties and upon the employee affected by it.
- **6.03** This agreement shall not be altered, modified or amended by an Arbitrator.

- 6.04 In the event an Arbitrator deals with any matter in dispute, he may, at his discretion, make any binding decision which he deems equitable under the particular circumstances.
- **6.05** Whenever an Arbitrator rules in favour of a grievor who alleges improper suspension, demotion, discharge or lay-off, the Arbitrator, if granting any compensation to the grievor in his award, may grant compensation only up to the total wage earnings lost by the employee as a result of the suspension, demotion, discharge, lay-off.
- 6.06 Discharge cases shall have preference over other cases submitted to Arbitration.
- 6.7 Each of the parties shall pay for its own arbitration costs, including the costs and expenditures for its witnesses and representatives. The expenses of the Arbitrator shall be paid equally by the Union and the Company.

Article 7 SENIORITY

7.01 PROBATION PERIOD

a) An employee will be considered on probation and will not he subject to the seniority provisions of the Agreement, nor shall the employee's name he placed on the appropriate seniority list until the completion of either thirty (30) working days of consecutive employment or forty-five (45) working days of intermittent employment within any twelve (12) consecutive calendar months. Upon completion of such probation period, the employee's name shall be placed on the respective seniority list with seniority entitlement based upon length of continuous service dating as of thirty (30) consecutive working days or forty-five (45) working days of intermittent employment immediately prior thereto.

- a1) Notwithstanding the provisions of 7.01(a) persons called in to work on a temporary basis to replace permanent employees or to satisfy irregular manning requirements (hereinafter call replacement employees) will not be subject to the seniority provisions of the Collective Agreement. However, seniority employees on layoff who are called into work as replacement employees will be recalled in accordance with the provisions of Article 7.13 when permanent work or temporary work which is expected by the Company to last ten consecutive days or more is available.
- b) An employee hired from outside Local 203G directly into a trainee classification, or into a classification of Grade 10 or higher in the plant will have a probationary period of 60 consecutive or 90 intermittent days of employment within any twelve consecutive calendar months. Employees referred to in this article 7.01(b) shall be eligible for benefits under the same terms and conditions as employees covered under 7.01(a).

7.02 DISMISSAL OF PROBATIONARY EMPLOYEE

It is understood that probationary employees may be dismissed by the Company for reasons less serious than might justify the dismissal of an employee who has acquired seniority and, accordingly, the dismissal of **a** probationary employee will not be the subject of **a** grievance.

7.03 APPLICATION OF SENIORITY

Seniority shall be on a departmental and plantwide basis. The names of those employees having completed their probationary period and having less than six (6) months seniority shall be placed on their respective departmental list only. The names of those employees having six (6) months seniority or more shall be placed upon the plantwide

seniority list. When an employee is transferred permanently from one department to another department, the employee's seniority shall **also** be transferred for all purposes.

7.04 SENIORITY LISTS

Seniority lists showing each employee's departmental and plantwide seniority shall be brought up to date and posted in each department in January and July. After such posting, such lists shall become final with respect to the employees designated therein except as to any employee who disputes, under the Grievance Procedure, the accuracy of the employee's seniority date within ten (10) working days, which, for employees on vacation or authorized absence, will commence upon their return to work. Notwithstanding the foregoing, the Company will, upon request from the employee concerned, make corrections to the seniority list. Such corrections and any adjustments resulting therefrom shall be effective as of the date of request for such correction.

7.05 Two (2) copies of each of the above seniority lists shall be furnished to the President of the Local at the time of posting.

7.06 The President and First Vice President, designated by the Local, shall have top seniority applicable in the case of layoff only, provided that they have two (2) years seniority.

7.07 TRANSFERS

a) After March 28th, 1973, any person employed by Consumers Glass upon being transferred to a position within the Hamilton Local 203G bargaining unit shall, for purposes of job posting and layoff, have Hamilton Plant seniority as of the date of employment at the Hamilton Plant, and with Company seniority for vacation, pension rights, statutory holidays, and other entitlements. Such transfer will not result in the layoff, or the extension of layoff, at the date of such transfer of any employee in the bargaining unit.

b) An employee who has been transferred from the bargaining unit to a position outside of the unit, may return to the unit with full seniority under the following conditions:

Less than five **(5)** years' seniority, must return within one (1) year. Five **(5)** years **or** more seniority, must return within eighteen (18) months.

When these time limits are exceeded, the employee will return to the unit as an employee who has completed the probation period, for purposes of job posting and layoff only.

7.08 TEMPORARY TRANSFERS

- a) In cases of temporary transfers for ninety (90) days or less, employees shall continue to accumulate seniority in the original department from which they were transferred.
- b) In the case of a cut-back in the work force due to furnace rebuilding, all employees transferred to other classifications will retain their regular base rate. If the job they have been transferred to carries a higher rate, they will receive that rate.
- c) Employees affected by a temporary transfer due to a Furnace Rebuild Project will be transferred to the highest rated job classification in which they had been classified previously and had performed the work successfully.

7.09 LOSS OF SENIORITY

Seniority shall be accumulated but an employee shall lose all seniority if the employee:

- a) voluntarily quits the employ of the Company;
- b) is discharged, and such discharge is not reversed through the Grievance or Arbitration procedures;
- c) is absent from work for a period of three (3) normally scheduled consecutive working days or overstays a leave of absence for three (3) normally scheduled working days, without advising the Company's Human Resources Department, giving justifiable cause for the absence and furnishing such documentary evidence as may be reasonably required by the Company;
- d) following a layoff, after being notified by the Company by registered mail to return to work, fails to return to work within seven (7) calendar days thereafter or fails to notify the Company within three (3) calendar days after receipt of such notice to return to work, of the employee's intention to return to work (the three (3) calendar days will be extended if the employee furnishes a reason satisfactory to the Company):
- company);
 has been laid off for more than twelve (12) consecutive calendar months and having less than five (5) years' seniority. An employee having five (5) years' or more seniority shall retain seniority during a period of eighteen (18) months of continuous layoff. Such twelve (12) or eighteen (18) months shall commence upon the last day worked;
- f) accepts employment elsewhere without the consent of the Company while on leave of absence.

7.10 LAYOFF

Except in the case of emergency layoffs of five (5) working days or less (provided that no employee shall receive emergency layoffs of more than five (5) working days in any twelve (12 month period) when the Company has

decided that circumstances require a reduction of the working force, the following layoff procedure shall apply:

- all probationary employees shall be laid off first;
- thereafter, employees having less than six (6) months' seniority shall be laid off on the basis of their departb) mental seniority provided the employees retained can perform the work satisfactorily;
- should it be necessary to layoff employees having six c) (6) months' seniority or more, plant-wide seniority will govern provided the employee is qualified to perform the work, subject to the right of an employee
- when contemplating a major reduction in the working force involving thirty-five (35) employees or more in a consecutive four (4) week period, management will meet with the Union and set up a committee to include two (2) from Local 203G to arrange for the d) reduction in the work force in a manner consistent to the terms of our collective agreement.
- 7.11 Except in the case of emergency lay-off, employees, other than replacement employees, shall be given written notice of layoff in accordance with the following schedule;
- Temporary layoff- layoff of less than thirteen (13) weeks duration at least five (5) days notice in advance of effective date. a)
- Layoff of more than thirteen (13) weeks duration: b) I weeks notice 2 weeks notice Less than 2 years seniority Two to five years seniority Five to ten years seniority 4 weeks notice Ten years and over 8 weeks notice
 The President of Local 203G will receive a copy of 8 weeks notice

the notice at the same time.

- c) During a permanent reduction in personnel, subject to the seniority provisions of the Collective Agreement, employees affected within a particular job classification will be allowed to displace another employee on "days" or "shifts" in a job classification in which they had been classified previously and had performed the work successfully.
- **7.12** Following the return to work of employees affected by **an** emergency layoff **as** provided under paragraph 7.10, **a** list will be posted showing the names and clock numbers of laid off employees and a copy of this list will be given to the Local President.

7.13 RECALL FROM LAYOFF

- a) When recalling employees to work after a layoff, they shall be called in reverse order to that in which they have been laid off, provided that the employees so recalled are qualified to perform the work required. It is understood that employees called into work in accordance with the provisions of Article 7.01(a1) above shall not be considered as recalled.
- b) Subject to the seniority provisions of the Collective Agreement, whenever a temporary or permanent vacancy or an addition to current manning levels is required within a particular classification, the Job Posting provisions of this agreement shall be waived and an employee will be transferred to the classification on the following basis:

The most senior employee displaced from that classification required who has been displaced within the last twelve (12) months (for employees with less than 5 years of seniority) or who has been displaced within the last eighteen (18) months (for employees with 5 or more years of seniority).

7.14 It will be the Company's responsibility to notify employees when to return to work after a layoff. The Company may officially notify employees by any practicable means. If the Company is unable to contact the employee by these means, a recall notice shall be given by prepaid registered mail and shall be deemed received by the employee on the second business day following day of mailing.

7.15 JOB POSTINGS

- a) The Company shall post notices of all job vacancies or new jobs. The notices will be posted on the main clock bulletin boards, at Saltfleet Warehouse and in the department concerned for five (5) consecutive days. A copy of all vacancy postings shall be given to the Local President at the time of posting.
- b) The employees interested in the vacancies will apply in writing to the Human Resources Department for such jobs within the five (5) consecutive days during which the notices are posted.
- c) In filling vacancies, the most senior employee in the department will be given the job, providing the employee has the ability to perform the duties required after a suitable trial period with proper instruction.
- d) If the job is not filled from within the department the Company will act in accordance with the procedure described in the above paragraph, however, plantwide seniority will be used.
- e) The Company shall not be confined to the applicants in filling job vacancies if they are not suitable or qualified for the job concerned. Jobs that are normally of a day time nature, labour or otherwise, will be posted and filled in accordance with the provisions of this Article. The skilled trades trainee

may not be assigned shift work until completing the training period. It is understood that the junior skilled tradesperson on day shift shall go on shift work until the trainee is qualified; following completion of the training program the trainee will be assigned shift work. Nothing in this Article shall prevent a trainee from being designated a skilled tradesperson, if, in the opinion of Management, the trainee is qualified in the trade prior to the expiration of the six (6) months training period and the employee shall receive classification rate.

- f) The name of the successful applicant will be posted immediately on the department and main clock bulletin boards.
- Where an applicant does not receive the position applied for, upon request to the Human Resources Department, the employee will be given reasons in writing why the application was not successful.
- h) Job vacancies or new classifications not filled within thirty (30) consecutive days from the closing date of the final posting shall be treated as a new vacancy and will be posted again by following the same procedure.
- No employee shall be permitted to bid again on any job within three (3) months of the date the employee successfully bid under the posting provisions. Employees on temporary job postings, or who have been on temporary jobs, may apply for permanent jobs.
 It is the responsibility of the successful applicant to
- j) It is the responsibility of the successful applicant to perform the job satisfactorily after a reasonable trial period. If the job applicant fails to perform satisfactorily, there shall be a conference with the Area Manager, the Union Steward in the zone concerned and the employee involved to discuss the employee's performance. If it is decided by the Company that the employee cannot perform the work,

he/she will be returned to his/her previous job. If he/she displaced an employee, any employee so displaced will be returned to his/her previous job. The whole, however, is subject to the employee's right to grieve if he/she feels that he/she has been unjustly treated.

- k) If an employee files a written notice with the Human Resources Department as to his/her interest in applying for a stipulated job should it become available during hisher absence due to sickness, vacation, leave of absence or lay-off, his/her application shall be given consideration.
- Positions not covered by this Collective Agreement and those of lead hand positions, shall not be posted.
- **7.16** Successful applicants for posted jobs will be transferred to the position for which they applied within a four (4) week period. If they are not transferred within the four (4) week period, they will be paid the rate for the job applied for.

7.17 TEMPORARY JOB POSTING

a) A temporary job posting shall be for the duration of not less than ten (10) days and not more than thirty (30) days and it shall be posted as a permanent job except in cases of injury, sickness, pregnancy, leave of absence or vacation.

Temporary job posting covering the above will not be posted more than two (2) times.

b) The successful applicant for a temporary job posting must re-apply for the job when it is posted as a permanent job. Experience gained on a temporary job

posting shall not qualify an employee for the position when it becomes a permanent posting.

- c) Except in cases where training is required or specific capabilities are required on a shift, temporary transfers from day jobs to shift jobs will be filled, whenever practicable, by the qualified employee with the least seniority. This practice would only apply in Machine Repair, Cold End Maintenance and Mould Maintenance.
- **7.18** In the event of an employee suffering a major disability exceptions may be made, by mutual consent, to the job posting and seniority provisions of this Collective Agreement.

Article 8 HOURS OF WORK

- 8.01 Normally scheduled hours of work shall be as follows:
- a) Continuous shift workers, forty-two (42) hours per week average.
- b) Non-continuous shift and steady day workers, forty (40) hours per week, eight (8) hours per day, unless presently scheduled otherwise, will be from Monday to Friday.

8.02

a) The Plant Manager or designate will discuss with the Union any proposed changes to existing work schedules and every effort will be made to reach a mutual agreement. If mutual agreement is not reached, the Company will proceed with the change subject to the Union's right to grieve.

- b) The Company will, except in unforseen emergency, notify employees and the President of the Local, of changes in any schedule.
- **8.03** Normally scheduled hours will be posted for day, intermittent and continuous shift workers. These schedules shall not be arbitrarily modified for the purpose of avoiding the payment of overtime.
- **8.04** It is understood that the foregoing provisions shall not constitute a guarantee of hours per day or of days of work per week.

8.05 LUNCH AND REST PERIODS

- a) The Company agrees to grant each employee during each half of a shift, a rest period not to exceed fifteen (15) minutes which will be arranged by the Supervisor.
- b) The Company will grant a thirty (30) minute paid lunch break to employees on continuous shift operations who are classified as Cleaner, Decorating Machine Operator, Selector and Packer, Conveyor Loader, Pallet Loader, Carton Assembler and Quality Control Inspector and to all other employees on continuous shift operations a twenty (20) minute paid lunch break to be taken within the first five (5) hours of the shift. Employees on steady day work will be allowed an unpaid lunch period of thirty (30) minutes.
- c) When employees are required to work on their normal day off for a period of time necessitating a lunch period, a twenty (20) minute lunch period will be paid.

Article 9 WAGES

General Increase: Eff. 29 March/96 = 2% Eff. 29 March/97 = 2% Eff. 29 March/98 = 2%

Classification adjustment for Group 9 & above:

Eff. 29 March/96 = \$.25/hr. Eff. 29 March/97 = \$.25/hr. Eff. 29 March/98 = \$.25/hr.

9.01 WAGE RATES (SCHEDULES)

The wage rates during the life of this contract for the Hamilton Factory and Saltfleet Warehouse shall be as shown in Appendix "A" and Appendix "A-I".

NOTE: The rates shown in Appendix "A" are the rates for employees working the forty-two (42) hours per week average (continuous shift workers). The rates shown in Appendix "A-I" are the rates for employees scheduled to work forty (40) hours per week.

9.02 NEW CLASSIFICATIONS

The wage rate for any new job classification established by the Company if not accepted by the Union, may be grieved upon by it commencing at Step No. 2 of the Grievance Procedure and the Arbitrator shall determine whether such rate is in proper relationship with the other basic wage rates established under this Agreement.

9.03 SHIFT PREMIUMS

Effective 29 March 1996, in addition to the employee's regular hourly base rate a shift differential of twenty-seven (.27) cents per hour will be paid to **all** employees commencing work on 3:00 pm. or 4:00 pm. shift.

9,04 Effective 29 March 1996, in addition to the employee's regular hourly base rate a shift differential of thirty-five (.35) cents per hour will be paid to all employees commencing work on 11:00 pm. or 12:00 midnight shift.

9.05 LEAD HANDS AND FIRST AID PREMIUMS

Lead Hands shall receive twenty (.20) cents per hour more than the top rated job under their leadership.

Qualified First Aid Attendants shall receive twenty (.20) cents per hour over their normal rate if and when required to act as such by the Company.

9.06 MACHINE PREMIUMS

a) I.S. machine type premiums, while operating six (6) section, shall be as follows:

Single Gob: 5 cents Double Gob: 30 cents Double Gob 6" Centre: 40 cents

I.S. machine type premium while operating eight (8) section, shall be as follows:

Double Gob: 40 cents Double Gob 6" Centre: 53 cents Triple Gob: 60 cents

Such premiums will be paid in addition to the employee's classification rate. If more than eight (8) section machines are installed the machine premium rate will be pro-rated for these machines.

b) Effective date of ratification, employees required to operate simultaneously more than one automatic machine tool shall be paid a premium of twenty-five

(.25) cents per hour for each additional automatic machine tool operated.

9.07 REPORTING PAY

If employees report for work at the regularly scheduled time for their shift, they shall **be** entitled to a minimum of four **(4)** hours pay at their regular hourly **base** rate, unless previously notified by the Company not to report to work. This provision shall not apply when lack **of** work is due to conditions beyond the control of the Company.

9.08 WHEN CLASSIFICATION RATE APPLIES

a) On completion of six (6) months active employment, a new employee shall he paid the classification rate for the job.

b) RATE ON PROMOTION

An employee who is promoted through **job** posting shall receive the classification rate for the **job** unless the promotion is to a skilled trade classification in which case the employee will receive the appropriate semi-skilled rate for the Department and following progression therein shall receive the applicable classification rate.

9.09 HOT PAY

Employees on Furnace Repair shall be paid thirty-five (.35) cents per hour over their regular hourly base rate as premium for "Hot Work".

"Hot Work" is defined as repair work on a furnace while it is to melting for holding heat temperature and necessitating the use of aluminized heat protective clothing. In addition, when a feeder spout requires changing while under operating temperature, those employees directly handling the spout change shall receive the "Hot Pay"

premium. This premium shall not apply to employees specifically hired for routine maintenance work on a furnace or feeder.

9.10 All employees under jurisdiction of this agreement shall receive their wages by direct bank deposit and no more than one (I) week's wages shall remain unpaid when this payment is made. The Company agrees that pay the will include the bound. stubs will include the hourly rates.

9.11 COST OF LIVING (1st Year of Agreement) For this purpose:

- "The Consumer Price Index" means the Consumer Price Index for Canada as published by Statistics Canada (1971 = 100) and hereinafter called the C.P.I.
- The base index means the CPI for the month of January 1996 + 5%. b)
- The cost of living allowance program shall provide \$0.01 per hour for each full .35 rise in the CPI over c) the base index. Payments if any will commence in the first pay period beginning in the month following the publication of the CPI for April 1996 based on the total point advance in the April 1996 CPI over the base index. Thereafter, the allowance will be adjusted upwards or downwards as required at three month intervals based on the index as of July 1996, October 1996 and January 1997.
- This allowance will be paid only on regular hours actually worked and shall not be considered for the d) purpose of computing overtime, premium time or any other earnings for any benefits based on wages unless otherwise required by law.

e) The allowance, if any, will continue following the March 29, 1997 wage increase.

- f) No adjustment retroactive or otherwise shall be made due to any revision which may later be made in the published index.
- The continuance of the cost of living allowance shall be contingent upon the availability of the official monthly CPI in its present form and calculated on the same basis as the index in effect at the date of signing this agreement unless otherwise agreed by the parties.

COST OF LIVING ALLOWANCE

(2nd Year of Agreement)

For this purpose:

- a) "The Consumer Price Index" means the Consumer Price Index for Canada as published by Statistics Canada (1971 = 100) and hereinafter called the CPI.
- b) The base index means the CPI for the month of January 1997 + 5%.
- c) The cost of living allowance program shall provide \$0.01 per hour for each full .35 rise in the CPI over the base index. Payments if any will commence in the first pay period beginning in the month following the publication of the CPI for April 1997 based on the total point advance in the April 1997 CPI over the base index. Thereafter, the allowance will be adjusted upwards or downwards as required at three month intervals based on the index as of July 1997, October 1997 and January 1998.
- d) This allowance will be paid only on a regular hours actually worked and shall not be considered for the purpose of computing overtime, premium time or any other earnings for any benefits based on wages unless otherwise required by law.

- e) The allowance, if any, will continue following the March 29, 1998 wage increase.
- No adjustment retroactive or otherwise shall be made due to any revision which may later be made in the published index.
- g) The continuance of the cost of living allowance shall be contingent upon the availability of the official monthly CPI in its present form and calculated on the same basis as the index in effect at the date of signing this agreement unless otherwise agreed by the parties.

COST OF LIVING

(3rd Year of the Agreement) For this purpose:

- a) "The Consumer Price Index" means the Consumer Price Index for Canada as published by Statistics Canada (1971 = 100) and hereinafter called the CPI.
- b) The base index means the CPI for the month of January 1998 + 5%.
- c) The cost of living allowance program shall provide \$0.01 per hour for each full .35 rise in the CPI over the base index. Payments if any will commence in the first pay period beginning in the month following the publication of the CPI for April 1998 based on the total point advance in the April 1998 CPI over the base index. Thereafter, the allowance will be adjusted upwards or downwards as required at three month intervals based on the index as of July 1998, October 1998 and January 1999.
- d) This allowance will be paid only on regular hours actually worked and shall not be considered for the purpose of computing overtime, premium time or any other earnings for any benefits based on wages unless

otherwise required by law.

- e) No adjustment retroactive or otherwise shall be made due to any revision which may later be made in the published index.
- f) The continuance of the cost of living allowance shall be contingent upon the availability of the official monthly CPI in its present form and calculated **on** the same basis as the index in effect at the date of signing this agreement unless otherwise agreed by the parties.

Article 10 OVERTIMEAND SUNDAY PREMIUM

10.01

- a) The opportunity to work overtime shall be equitably distributed among those normally performing the work to **be**. done.
- b) The Company shall maintain a log book in each department of all overtime hours worked or offered and such log book shall be open for inspection for employees in their department.

10.02

- a) Time and one half shall be paid for all authorized work performed in excess of the employee's normal scheduled daily working hours except on changeover of shift.
- b) Double time shall be paid for all hours worked in excess of ten (10) consecutive hours.
- c) An employee who, for the convenience of the Company is required to work a second shift of eight (8) hours within a twenty-four (24) hour period due to a shift changeover, shall be paid at the overtime rate for such excess hours except when the employee's shift cycle is changed as a result of a reduction of the working force.

10.03 Time and one half shall be paid for all authorized work performed on Sunday.

Overtime and Sunday premium rates shall be calculated on the basis of the employee's regular hourly base rate exclusive of all other earnings.

Shift workers will protect their jobs for one (1) 10.05 hour into the next shift.

Overtime shall be optional with the employee. 10.06

10.07 CALL-IN PAY

Employees called in for emergency work outside of their regular working hours shall be paid not less than the equivalent of four (4) hours pay at straight time rates, or their overtime rate, whichever is greater, except when such call-in is not more than one (1) hour before the start of their regular shift, in which case the hours so worked shall be paid for at the overtime rate. The employees shall be permitted to go home if so desired after the emergency work has been completed.

CALL-IN ON STATUTORY HOLIDAY

Employees called in to work on a Statutory Holiday shall receive a minimum of four (4)hours pay at double time or pay for the actual hours worked at the regular premium, whichever is greater.

10.09 MEAL ALLOWANCE

Employees required to work two (2) hours or more of overtime, either prior to or beyond their normal scheduled daily working hours, shall receive a meal allowance of \$3.00 or a hot meal appropriate to cafeteria rates shall be provided. The time taken in excess of twenty (20) minutes for such meal will not be paid time. Employees required to work on their day off, will also be entitled to the above meal allowance, This meal allowance voucher will be valid for thirty (30) calendar days thirty (30) calendar days.

Article 11 STATUTORY HOLIDAYS

11.01 TWELVE PAID HOLIDAYS

Subject to the other paragraphs of this Article, employees who have completed thirty (30) working days will be paid for twelve (12) of the following Holidays listed below on the basis of their normal a) daily working hours at their regular hourly base rate:

Continuous shift Workers:

New Year's Day (January 1) January 2nd Good Friday Easter Saturday Easter Sunday Canada Day Civic Holiday Civic Honday
Labour Day
Thanksgiving Day
Day before Christmas (Dec. 24)
Christmas Day (Dec. 25)
Day after Christmas (Dec. 26)

Day Workers: New Year's Day (January 1) January 2nd Good Friday Good Friday
Easter Saturday
Victoria Day
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
Day before Christmas (Dec. 24)
Christmas Day (Dec. 25)
Day after Christmas (Dec. 26) b) For all employees on continuous shifts, the Civic Holiday shall be observed in conjunction with Labour Day or Canada Day, to be decided upon in January of the given year.

- c) The Christmas Holiday shall begin at 8:00 am. December 24th and will end at 8:00 am. on December 27th. The Easter Holiday shall begin at 8:00 am. on Good Friday and will end at 8:00 am. the following Monday.
- d) The extra Holiday will be observed on Easter Saturday and in order to provide an extended Holiday and shutdown period, Victoria Day will no longer be observed by shift workers and has been traded for Easter Sunday. Day workers, Monday to Friday schedule, will continue to observe Victoria Day.

11.02 HOLIDAY HOURS OBSERVED

The foregoing Holidays shall be observed for a period of twenty-four (24) hours commencing at 7:00 am. or 8:00 am. as the case may be, on the day proclaimed by Dominion, Provincial or Municipal proclamation, except with respect to Christmas Day as noted above, and New Year's Day and January 2nd, which shall begin at 4:00 pm. on the day preceding New Year's and will end at 4:00 pm. on January 2nd respectively.

11.03 PAID HOLIDAY PREMIUM

Employees required to work on Statutory Holidays, will be paid double (2) time for hours worked in addition to their normal holiday pay.

Employees who do not qualify for Holiday pay but

^{*} The observation of Easter Saturday for steady day workers, Monday to Friday schedule, will be decided on each year in January, after consultations with their Union Committee.

who are required to work will be paid at their regular overtime rate of pay.

11.04 CONDITIONS OF ENTITLEMENT

Each employee to qualify for Statutory Holiday must work his/her regularly scheduled shift immediately preceding and immediately following the holiday. However, under the following special circumstances an employee will also qualify:

- a) If on a lay-off for any purpose that falls within a twenty (20) day period be not a bar to his/her entitlement. A vacation shut-down shall not count as part of the twenty (20) day period above.
- b) If on authorized leave of absence of not more than seven (7) days during which the holiday is recognized and having complied with other standard requirements.
- c) If absent because of bereavement leave.
- **d)** If absent because of illness for not more than three (3) days before or after the holiday, providing a written confirmation of illness from the employee's physician is provided to the Human Resources Department.
- **e)** If the holiday falls within an employee's scheduled vacation period.

11.05 SPECIAL ARRANGEMENT (MAINTENANCE)

Employees who are regularly scheduled to work on a Statutory Holiday for the purpose of ensuring the maintenance of buildings or machinery, shall be paid for their work according to the provisions of

Paragraph 11.03 above. Such employees who so notify the Human Resources Department before the end of the pay period in which **a** paid Holiday occurs, may in the alternative replace such a paid Holiday which they have worked by another day off which they shall take at a date mutually satisfactory to them and the Company, or subject to the same conditions, accumulate up to a maximum of five **(5)** days the Holidays so worked so as to take them consecutively. The Holiday pay shall accumulate as such paid holidays accumulate.

When employees are called in to work on a Statutory Holiday, as covered by Article 10, Clause 10.08, they may accumulate one day even if they had worked only four (4)hours subject to the maximum of five (5) days as specified under Clause 11.05 (a).

Article 12 VACATIONS WITH PAY

12.01 NEW EMPLOYEES

Employees with less than one (I) year's seniority **as** of December 31st shall be entitled to receive in the following year, one day's vacation up to **a** maximum of ten (10) working days for every one month of accumulated seniority completed during the calendar year preceding that in which the vacation is being taken.

(a) Vacation pay shall be 4% of the employee's gross earnings accumulated during the 12 month period ending December 31st prior to the vacation year.

12.02 Employees who have completed one (1) or more years of accumulated seniority by December 31st of the preceding year shall be entitled to receive in the following year vacations with pay on the following basis:

ACCUMULATED SENIORITY	VACATION ENTITLEMENT	% OF PREVIOUS YEARS EARNINGS	CALENDAR
I year 5 years 11 years 20 years 29 years	2 weeks 3 weeks 4 weeks 5 weeks 6 weeks	4.1/2% 6.1/2% 9% 11% 13%	

Vacation pay will be paid based on the applicable percentage of their previous year's gross earnings or their weekly wage calculated on applicable normal working hours for each week of entitlement, whichever is the greater.

- 12.03 An employee upon leaving the Company's service will be paid vacation allowance on the basis of the schedule of vacation pay in accordance with the Collective Agreement. An employee who does not give seven (7) days' notice shall be entitled to receive accrued vacation allowance in accordance with the terms of the Collective Agreement for the previous year and in accordance with the terms of the Employment Standards Act of the Province of Ontario for the current year.
- **12.04** Employees off work because of sickness or injury may upon request to the Human Resources Department receive vacation pay in lieu of vacation.
- **12.05** Vacations must be taken during the year in which they are due.
- **12.06** Eligible employees will be granted their additional week(s) of vacation with pay after the date in the year in which they qualify and each succeeding year thereafter
- **12.07** All deductions normally made from an employee's regular pay will be deducted from the employee's vacation pay. Vacation pay will be paid by separate cheque.

- **12.08** Every employee eligible for a vacation shall be notified of his/her vacation period **as** far as possible in advance and shall receive vacation pay, if desired, preceding such period.
- $\boldsymbol{12.09} \quad \text{Vacations must be taken \& shall be between January 1 and December 31.}$
- **12.10** If a vacation shutdown is to take place, it shall take place during the summer months and the Company agrees to advise the Union at least ninety (90) days prior to the shutdown. Employees who are required to work during the shutdown will be given a minimum of thirty days' notice.

Article 13 HEALTH AND WELFARE

13.01

a) COVERAGE AND COMPANY CONTRIBUTION

The Company agrees to contribute **as** follows on behalf of all eligible registered employees, while they are in the active employ of the Company and who are now or who become registrants in the plans listed below during the balance of the life of this Collective Agreement.

The Company agrees to pay the Health and Welfare premiums for a period of six (6) months on behalf of an employee who is off work due to illness. In cases of layoff, Health and Welfare premiums (except Weekly Indemnity) will be paid on behalf of the employee to the end of the month in which the employee is laid off.

 O.H.I.P. (Ontario Health Insurance Plan) - 100% of the premium cost for employees and their eligible dependents.

- (ii) Extended Health Care 100% of the premium cost for employees and their eligible dependents. This plan has a deductible of \$10.00 for single coverage and \$20.00 for family coverage in any one period of twelve (12) consecutive months. In the event the Company changes carrier, the Extended Health Care benefits will be equal to or better than the present plan. Out of Country" coverage will apply only to active and/or retired employees while travelling on Company business.
- (iii) Weekly Indemnity 100% of the premium cost for the plan which pays 66-2/3% of the employee's basic weekly wage to the U.I.C. maximum on the basis of a 1-4-26 plan. In consideration for the recently negotiated improvements in the Weekly Indemnity maximum benefit, the Union agrees that all U.I.C. premium rebates will revert to the Company, for its sole and exclusive usc.

The Company will reimburse the employee for Supplementary Medical Reports required by Company Insurance Carrier.

(iv) Group Life Insurance - 100% of the **premium** cost for the existing plan will be paid by the Company. The life insurance benefit covering the following:

Employee (male or female) with dependents - 200% of your "base hourly rate" times 2100 hours (maximum \$80,000.00).

Employee (male or female) without dependents - 150% of your "base hourly rate" times 2100 hours (maximum \$80,000.00).

Coverage is rounded to the nearest One Hundred Dollars (\$100.00).

Employees hired on or after 18 April 1984, subject to other eligibility requirements of the above benefit plans, will be eligible for Company paid benefit coverage on the 1st of the month following completion of 120 days worked by the employee from the date of full time hire.

- (v) Vision Care Plan: Up to \$100 for each eligible individual and dependent once every 24 consecutive months.
- b) Notwithstanding the provisions of Article 13.01(a), employees on layoff and who are subsequently called to work as replacement employees and who work a minimum of 100 hours in that capacity in any 30 day period shall be eligible for Company paid OHIP and Extended Health Care premiums for the following month.

13.02 PROVISION FOR NATIONAL PLAN

In the event that during the term of this Agreement there is introduced any Health and/or Welfare plan, under any Federal and/or Provincial authority to which the employees of the Company are required to contribute, through taxation or otherwise, it is agreed that the benefits contained in Article 13 of this Agreement shall be coordinated with any benefits that may be available under such Federal and/or Provincial Plan. In the event that the costs of the co-ordinated coverage shall be less than the cost of the benefits outlined in Article 13, the Company shall provide additional Health and/or Welfare benefits as mutually agreed to, to the extent available from the savings gained from the introduction of the co-ordinated plan.

13.03 RETIREE BENEFITS

- Life Insurance in the amount of \$3,000 will be a) provided to all employees retiring at normal retirement date or Company approved retirement date at no cost to the employee.
- The Company agrees to provide a Plan, providing Major Medical Insurance coverage for retirees of up to \$20,000 lifetime maximum with a \$1,000 per year replenishment feature, at no cost to the retiree. b)

DENTAL PLAN

The Company shall pay 100% of the premium cost for a Dental Plan based on the following fee schedule:

Eff. Aug.1/96 - Claims paid based on 1995 ODA Schedule

of Fees.

Eff. April 1/97 - Claims paid based on 1996 ODA Schedule

of Fees.
Eff. April 1/98- Claims paid based on 1997 ODA Schedule

The plan covers 100% for Routine and Major Restorative Plan, Excelsior Class I and 50% of Class II and

Class III.

The claims paid are subject to a deductible of \$25.00 single/\$50.00 family per year.

Maximum coverage is \$1,000.00 per person (single) and \$1,000.00 for each covered dependent (family) per year.

Subject to other eligibility Plan, newly hired employees will be eligible for dental benefits on the first of the month following completion of 273 days worked by the employee from the date of full time hire.

Article 14 AUTOMATION AND TECHNOLOGICAL CHANGE

14.01 The Union acknowledges that the Company has the exclusive right to install at any time mechanical, electronic or any other types of automated equipment. Such installations may affect the work of the entire bargaining unit or certain individuals in the unit, in which case the Company will:

- a) As far in advance as possible before the installation of such equipment, meet with the Union Committee. with data regarding proposed date of installation, number and classifications of employees likely to be affected by it, and
- b) provide training facilities for operating such equipment which, in the judgement of Management, will assist the senior displaced employee or employees to qualify for any new jobs so created;
- c) provide a suitable period of time to learn to operate the equipment and, if in the judgement of Management, the employee is **not** competent to operate the equipment after such period, then Management shall be entitled to staff the job as covered by provision of Article 7, Section 7.15.

14.02 SEVERANCE PAY

a) Subject to the seniority provisions of this Agreement, employees who become permanently displaced as a result of the closing of the plant or a department or as a consequence of technological changes, shall be entitled to a severance allowance in accordance with their seniority. The amount of severance allowance to which an employee shall be entitled shall be:

5 years of service but less than 7 years: 3 months pay 7 years of service but less than 10 years: 4 months pay

10 years of service but less than 15 years: 5 months pay **15** years of service or more: 12 months pay

- **b)** All seniority rights **will** cease on payment **of** severance allowance.
- c) The severance allowance shall be paid to the employee in a lump sum at the time of termination, to be calculated at regular rates of pay for each month.
- d) In the event the Company relocates the plant or a department of the Hamilton Plant from the present location, foot of Chapple Street, Hamilton, Ontario, in excess of ten (10) miles, employees who do not wish to relocate may elect to take severance pay in accordance with the provisions in this Article.
- (e) Subsection (a) does not apply to an employee who refuses an offer of reasonable alternate employment or who fails to exercise his/her seniority rights to obtain reasonable alternate employment.

Article 15 LEAVES OF ABSENCE

15.01 The employees may be granted leaves of absence by the Company upon written application. Request for leave of absence for less than six (6) days may be approved by the employee's supervisor. Requests for leave of absence of six (6) days or more should be submitted to the Human Resources Department as such leaves of absence must be approved or rejected by the employee's supervisor and area manager. Advice of the approval or rejection of all requests will be provided to the employee in writing.

15.02 PREGNANCY LEAVE

An employee having not less than six (6) months' seniority when she becomes pregnant should go on leave of absence commencing no later than the sixth month of

pregnancy. Such employee shall accumulate seniority during leave of absence and will be entitled to reinstatement on the basis of her seniority provided that such absence does not exceed eight (8) months, and further provided that she produces a Doctor's certificate that she is able to perform her normal work.

15.03 LOCAL UNION LEAVE

Employees who have been elected or appointed by the Union to attend a Union convention or other business of the Union shall be granted a leave of absence without pay for this purpose. It is understood that no more than two (2) employees from any one department shall be appointed and the total from all departments shall not exceed ten (10) unless Management, due to some abnormal circumstances. finds it possible to grant such special request. During Wage Contract Negotiations only, the designated Union Committee shall be granted an automatic leave of absence to attend meetings with Management.

15.04 A maximum of two (2) employees may be appointed or elected to work full time for the Union and will be granted leave of absence and seniority will continue on such leave of absence.

15.05 BEREAVEMENT

An employee will be granted up to three (3) days leave of absence at employee's regular hourly base rate to make arrangements for and/or to attend the funeral of the employee's mother, father, wife, husband, child, brother or sister and up to two (2) days in respect of the employee's mother-in-law, father-in-law and grandchildren. In the case of grandparents, brother or sister-in-law and son-in-law or daughter-in-law, one (1) day with base pay will be allowed to attend the funeral. In cases where an employee does not receive notice of the death of mother, father, wife, children, brothers and sisters in time to attend the funeral, the Company will, upon request, grant a leave of absence of one

(1) day with base pay **to** attend a service of mourning. In **all** cases, satisfactory proof of relationship to the deceased shall be provided to the Human Resources Department.

15.06 JURY DUTY

Employees required to report for jury duty will receive wages calculated at the employee's regular base rate, plus shift premium where applicable, times the employee's normal daily working hours for any time lost from work, in order to maintain continuity of pay, It is understood that employees must present the Court Certificate of service to substantiate their attendance at court and will reimburse the Company with their jury pay for those days.

Article 16 SAFETY AND HEALTH

16.01 PLANT SAFETY COMMITTEE

The Company shall make reasonable provisions for the safety and health of their employees during the hours of their employment and take reasonable action to protect employees from injury and the Union may bring to the attention of the Company recommended "suggestions" in this regard. Such matters shall be subject to discussion between the Company and the Safety Committee.

A Plant Safety Committee shall be jointly set up on the following basis: two (2) representatives of the Company and any two (2) of seven (7) appointed Union representatives who will be permitted to alternate on safety tours. These safety tours shall cover the entire factory at least quarterly (4 times per year). Meetings will be held at least monthly. Minutes of these meetings shall be kept and a copy shall be sent to the Local President within one week after the meeting.

meeting.

The Safety Committee shall have as its primary purpose, the prevention of accidents and the investigation of the nature and cause of accidents resulting in lost time or

which could have resulted in lost time and to advise the Company as to the proper remedial action the Committee feels should be taken.

16.02 SAFETY EQUIPMENT

- a) The Company will furnish safety equipment such as hard hats, safety glasses, safety toe caps, gloves and will pay seventy-five percent (75%) of the cost of prescription safety glasses to a maximum of \$70.00, provided such glasses are purchased through the Company, to employees when working on jobs requiring such protective equipment.
- The Company will pay a safety shoe subsidy of \$40.00 towards the cost of each pair of safety work shoes purchased for the employee's use, with a b)

3 pair per year in the Forming Department.

2 pair per year in the Plant Maintenance Department and for Batch and Tank Lift Truck Operators, the Raw Material Unloaders, Machine Maintenance and Material Handlers.

1 pair per year in all other areas.

An employee must have completed his probation to be eligible for the subsidy. Proof of purchase must be provided to the Company.

GLOVE ALLOTMENT - FORMING DEPARTMENT 16.03

Upon the return of a pair of gloves, which the supervisor considers unfit for use, the employee will be issued a replacement pair of gloves.

EXCESSIVE HEAT

If during the summer, a heat wave should cause oppressive working conditions in the factory, Management

will meet with the Union Committee to review the situation and advise them of the action being taken to relieve conditions. The Safety Committee shall also bring forth suggestions to help remedy the situation.

16.05 INJURY AT WORK

- a) An employee who is injured while at work and is unable to work the balance of the shift during which the accident occurred shall be paid on the basis of the employee's regular hourly base rate for the entire shift.
- b) If the Company Doctor deems it advisable to provide temporary light work for employees returning after being off on compensation. the Company will, if such work is available.
- c) When payment by the Workers' Compensation Board is unduly delayed for any reason, the employee may upon request to the Human Resources Department, receive an advance from the Company not to exceed the amount of outstanding vacation pay owing to the employee.

Article 17 BULLETIN BOARD

- 17.01 The Company agrees to furnish locked notice boards in mutually agreed upon locations easily accessible to the employees, for the purpose of posting notices of interest to the Local. A key to these boards is to be in possession of the Recording Secretary of the Local.
- 17.02 The Local may post material the subject matter of which will be restrictive to recreational and social activities of the Local, notices of meetings, notices of elections of the Local and the Union. Notwithstanding privileges outlined herewith, the Local will not post any inaterial of provoking or controversial nature.

17.03 All material other than as provided in 17.02 posted on the bulletin boards, will be subject to approval in writing by the Manager, Human Resources, before being posted.

Article 18 GENERAL

18.01 TOOL ALLOWANCE

Effective 29 March 1993 the Company will pay a yearly tool allowance of one hundred and ten dollars (\$110.00) to employees who, in the performance of their work, are required by the Company to provide and maintain personally trade tools having a total value of two hundred dollars (\$200). Tool allowance will be paid in the first pay in February. Such tools to qualify must have been in use for the full year and be properly considered as tools normal to the trade of the employee.

18.02 CAFETERIA

The cafeteria will remain open twenty-four (24) hours a day and full course hot meals will be available. Ref. Letter Of Understanding No. 16.

18.03 SUPERVISORS WORKING

- a) Supervisors will not perform work normally done by bargaining unit employees except for purposes of instruction, experimentation, emergency or performance of necessary work when production difficulties are encountered on the job.
- b) No employee in the bargaining unit shall replace a supervisor on a temporary basis.

18.04 CONTRACTING OUT WORK

The Company will not contract out work, the result of

which will put employees of the Company, who are qualified to perform such work efficiently and who normally perform such work. on lay-off or short work hours.

18.05 REPRIMAND AND NOTICES

An employee who has been subject to disciplinary action shall have his/her record amended to delete such reference to the disciplinary action on the following basis:

- Written disciplinary action resulting in warnings or suspensions - invalid after one (I) year of active employment without further incident.
- b) Verbal disciplinary action resulting in warning or admonitions invalid after six (6) months of active employment without further incident.
- **18.06** The President of Local 203G will be provided a steady day job This employee will maintain the pay rate for the job vacated or receive the rate of pay for the job the Company provides, whichever is higher.
- **18.07** For purposes of this Agreement, it shall be the duty and responsibility of employees to notify the Company promptly of any change in address of telephone number at any time during employment or lay-off with the Company. This address/telephone change notice will have to be signed by the employee concerned.

Article 19 NO STRIKE OR LOCKOUT

19.01 In view of the orderly procedure established by this Agreement for settling grievances, the Company agrees that there will be no lockout of its employees and the Local and the Union agree that there will be no strike or other collective action which will stop, curtail or interfere with work or the Company's operations. The Local and the Union agree that if any such collective action takes place, they will

repudiate it forthwith and require their members to return to work.

Article 20 DURATION OF AGREEMENT

20.01 This Agreement shall continue until the 28th day of March 1999 and shall continue automatically thereafter during annual periods of one (1) year each, unless either party notifies the other in writing not less than thirty (**30**) days and not more than ninety (90) days prior to the expiration date that it desires to amend or terminate this Agreement.

In the event of such notification being given **as** to amendment of the Agreement, negotiations between the parties shall begin within fifteen **(15)** days following **such** notification.

If, pursuant to such negotiations, an agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall expire upon execution of a new Agreement on completion of conciliation proceedings as prescribed at law, whichever shall first occur.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives as of the date. and year first above written.

LETTERS OF UNDERSTANDING

Mr. R. Bezo, Executive Officer District 6, Aluminum Brick and Glass Workers, 406 North Service Road East. Unit 2 OAKVILLE, Ontario. L6H 5R2

Dear Sir: Re: Letter of Understanding No. 1

REPLACEMENTEMPLOYEE CALL-IN LISTS

Subject to the relevant provisions of the Collective Agreement, this letter will serve as clarification of the various issues associated with the use of "Replacement Employees".

- 1. General.
- (a) The parties recognize the existence and use of three types of "Replacement Employee Call-In Lists" for persons called in to work on a temporary basis to replace permanent employees or to satisfy irregular manning requirements of less than three (3) months duration. These lists include:

 - i) Seniority Replacement Employee Call-In List. ii) Non-Seniority Replacement Employee Call-In
 - iii) Student Non-Seniority Replacement Employee Call-In List.
- It is understood that employees on "Replacement Employee Call-In Lists" will be used to replace permanent full time employees in the positions of Selector and Packer, Pallet Loader, Carton Assembler, Conveyor Loader, Plastishield Attendant (Pallet Loader function). (b) i)

- ii) Seniority employees with the capability to perform the functions of these positions who are currently or about to be laid off, will have four (4)months from the date of layoff to express their desire to be placed on the seniority replacement employees call-in list by contacting the Human Resources Department and indicating their willingness to work in one or more of the above positions.
- (c) Persons called in to work on a temporary basis to replace permanent employees will not be used to fill permanent vacancies until the relevant provisions (Clause 7.15) of the Collective Agreement for filling permanent vacancies have been exhausted.
- Employees on the "Replacement Employee Call-In Lists" who fail to work 75% of the offered opportunities to work or who cannot be contacted 50% of the time when called to work, may be removed from the list. For Seniority Replacement Employees only, such 75%/50% rule for removing employees from the list will be applied over a rolling two (2) month period.
- (e) i) Subject to their availability, employees on the "Replacement Employee Call-In Lists" will be called into work on a rotating basis based on their standing on their respective Call-In List.
 - ii) Seniority Replacement Employees will be listed in seniority order (most seniority to least). Nonseniority and Student Replacement Employees will be listed on their respective list on the basis of the date they were placed on those lists.
 - iii) When the need arises to use "Replacement Employees" the Company will refer to the Seniority Replacement Employee Call-In List. When that has been exhausted, it will proceed with the Non-Seniority and then Student

Replacement Employee Call-In List

- iv) A replacement Employee may he used on a regular basis for the duration of a period of casual absence for up to three (3) months, subject to the provisions of Article 7.17 (a).
- (f) i) Replacement Employees called in to replace permanent full time employees or to satisfy irregular manning requirements will not be subject to the seniority provisions of the Collective Agreement except for Seniority Replacement Employees where specific provisions are provided for in the Collective Agreement.
 - When used, Replacement Employees will not be subject to layoff notice in accordance with Article 7.11
 - iii) It is understood that Seniority Employees called in to work as Replacement Employees will not be considered as Recalled in accordance with Article 7.13.
- **2.** Achievement **of** Seniority **or** Recall Status:
- a) Seniority employees on layoff who are called in to work as Replacement Employees will he recalled in accordance with the provisions of Article 7.13 when permanent work or temporary work which is expected by the Company to last ten (10 consecutive (work) days or more is available. subject to Article 7.17(a).
- b)
 i) Subject to Article 4, the need for an additional permanent full time position will be established when a Non-Seniority Replacement Employee works a regular shift schedule, in accordance with I(e)(iv) above, for a minimum three (3) full months.

- ii) When the need is established, the Company will apply the relevant provision of the Collective Agreement for filling permanent or temporary vacancies.
- iii) If a Non-Seniority Replacement Employee is to be hired permanent full time, the most senior qualified individual on the list will be offered the position. Once hired permanent full time, the individual will be considered a Probationary Employee under the terms of this Collective Agreement and shall be required to complete the appropriate provisions of Article 7.01. Upon successful completion of the probationary period, the individual will be credited with seniority equal to the probationary period served plus one (1) day's seniority for each day worked during the previous twelve (12) months of "on call" employment. For this purpose, at least four (4) hours worked in a day shall constitute one (1) day's work.
- c) Seniority shall accumulate for seniority Replacement Employees in accordance with Article 7.09(e).
- 3. Benefits
- a) Rate of Pay:

Seniority employees working on the "Replacement Call-In Lists" will be paid the appropriate rate for the work being performed in accordance with the corresponding rate which applied while actively employed in the individual's classification prior to layoff. If at or greater than the Class Rate, their progression will continue while on layoff status and working on the call-in list. If less than the Class Rate, it will progress in accordance with Article 9.08(a).

Individuals working on the Non-Seniority Replacement Employee Call-In List will have their rate of pay adjusted from the Start Rate to the Class Rate after 1040 hours worked.

Individuals working on the "Student Replacement Employee Call-In List" will be paid at the Start Rate.

b) Benefits:

Seniority Replacement Employees shall be provided benefits in accordance with Article 13.01 (b).

Non-Seniority and Student Replacement Employees shall not be eligible for Health and Welfare benefits.

c) Statutory Holiday Pay:

Individuals on Replacement Employee Call-In Lists are eligible for Statutory Holiday Pay under Article 11 providing they have worked a minimum of 100 hours in a 30 day period immediately prior to the Statutory Holiday and worked their regularly scheduled shift immediately preceding and immediately following the holiday, provided such shifts are worked within the 7 day period prior to and after the holiday.

d) Vacation Pay:

Seniority Replacement Employees shall receive Vacation Pay in accordance with Article 12.

Non-Seniority and Student Replacement Employees shall receive Vacation Pay in accordance with Article 12.01(a).

e) Individuals on Replacement Employee Call-In Lists are not eligible for Weekly Indemnity, Life Insurance or any other benefit not specifically indicated in this letter.

4. The Company will provide the Union with a monthly listing of Replacement Employees, except students, and the total hours worked during the month.

Yours truly,

Mr. R. Bezo,
Executive Officer District 6,
Aluminum Brick and Gass Workers,
406 North Service Road East, Unit 2,
OAKVILLE, Ontario.
L6H 5R2

Dear Sir:

Re: Letter of Understanding No. 2

ARTICLE 7.17

Where an employee is interested in **job** assignments of less than ten (10) days, that employee should make the Human Resources Department aware of such interest. Where training and replacements are available for such interested employees, they will be given first consideration in order of seniority on the shift having the assignment. This practice would only apply to Quality Control and Packing Department assignments.

Yours truly,

Mr. R. Bezo, Executive Officer District 6, Aluminum Brick and Glass Workers, 406 North Service Road East, Unit 2, OAKVILLE, Ontario. L6H 5R2

Dear Sir:

Re: Letter of Understanding No. 3

BONUS **PLANS**

Bonus plans in the Hamilton Plant will not be discontinued during the term of the contract. The parties agree that during the term of the contract, they will meet to review alternatives to the present plans that could be acceptable to both the Union and the Company.

Yours truly,

Mr. R. Bezo, Executive Officer District 6, Aluminum Brick and Class Workers, 406 North Service Road East, Unit 2, OAKVILLE, Ontario. L6H 5R2

Deer Sir:

Re: Letter of UnderstandingNo. 4

EXCESSIVE HEAT

The Company will supply sufficient relief personnel to keep the plant at an efficient level of operation.

Yours truly,

Mr. R. Bezo, Executive Officer District 6, Aluminum Brick and Glass Workers, 406 North Service Road East, Unit 2, OAKVILLE, Ontario. L6H 5R2

Dear Sir:

Re: Letter of Understanding No. 6

OPERATING MACHINES SIMULTANEOUSLY

At work stations where an employee is required to operate a manual and an automatic machine simultaneously, the machine with the shortest cycle will be the primary machine, and the machine with the longer cycle the secondary machine. The secondary machine will be operated simultaneously with the primary as long as the operating cycle of the secondary machine is 15 minutes or more.

Yours truly,

Mr. R. Bezo, Executive Officer District 6, Aluminum Brick and Class Workers, 406 North Service Road East. Unit 2. OAKVILLE, Ontario. L6H 5R2

Dear Sir:

Re: Letter of Understanding No. 7

NOTIFICATION OF REDUCED WORK LOAD

When the Plant Manager is aware in advance that it is necessary to reduce the work load of a department due to lack of work or for other reasons, the Plant Manager or his designate shall provide written notification, to the Union and the employees in the jobs made redundant in that department, at least two working days in advance of such reduction providing the employees so affected are not absent from work.

Yours truly,

Mr. R. Bezo, Executive Officer District 6, Aluminum Brick and Glass Workers, 406 North Service Road East, Unit 2, OAKVILLE, Ontario. L6H 5R2

Dear Sir:

Re: Letter of Understanding No. 8

USE OF SUB-CONTRACTORS

Except *in* emergency situations and whenever practicable, when the use of subcontractors is required, the Union will be advised and a discussion will ensue.

Yours truly,

Mr. R. Bezo,
Executive Officer District 6,
Aluminum Brick and Class Workers,
406 North Service Road East, Unit 2,
OAKVILLE, Ontario.
L6H 5R2

Dear Sir:

Re: Letter of Understanding No. 9

FORMING DEPARTMENT VACANCIES

Permanent vacancies are to be filled by the most senior O.l.T. in the Forming Department.

Temporary vacancies that are expected ${f to}$ exceed 30 days shall be filled by the most senior O.I.T.

Temporary vacancies of less than 30 days will be tilled by the most senior O.1.T., on the shift group.

Yours truly,

Mr. R. Bezo, Executive Officer District 6, Aluminum Brick and Glass Workers, 406 North Service Road East, Unit 2, OAKVILLE, Ontario. L6H 5R2

Dear Sir:

Re: Letter of Understanding No. 10

METRIC SYSTEM

If the government legislates that industry convert to the metric system during the term of this contract, the Company will meet with the Union to discuss the extent of the Company's responsibilities with reference to the metric system conversion.

Yours truly,

Mr. R. Bezo, Executive Officer District 6, Aluminum Brick and Glass Workers, 406 North Service Road East. Unit 2. OAKVILLE, Ontario. L6H 5R2

Dear Sir:

Re: Letter of Understanding No. 11

BOTTLE SPECIALISTS

There will not be a reduction in the hourly Forming Specialist with a corresponding increase in salaried Bottle Specialists. In addition, should there be a reduction in hourly Forming Specialist, those duties currently performed by hourly Forming Specialists will not be performed by non-union personnel.

The Company agrees not to increase the present compliment of 5 Salaried Bottle Specialists.

Yours truly,

Mr. R. Bezo, Executive Officer District 6, Aluminum Brick and Glass Workers, 406 North Service Road East. Unit 2, OAKVILLE, Ontario. L6H 5R2

Dear Sir:

Re: Letter of Understanding No. 13

PENSION PLAN CHANGES

It is the Company's intention that:

Effective January 1, 1996 an increase in the basic pension benefit from \$24.00 to \$25.00 per year of credited pensionable service will take place retroactive from January 1, 1965. Effective January 1, 1997 an increase in the basic pension benefit from \$25.00 to \$26.00 per year of credited pensionable service will take place retroactive from January 1, 1965.

Effective March 29, 1987 a member of the pension plan who has attained age 60 but not yet attained age 65 can elect early retirement with no actuarial reduction of benefits attained.

In the event of the closure of the plant, a member of the pension plan who has attained 30 or more years of credited pensionable service, can elect early retirement with no actuarial reduction of benefits attained.

A member of the pension plan who elects early retirement after attaining age 60 but prior to attaining age 65 will receive a monthly bridging supplement as outlined below:

Effective March 29, 1989 - 20.00 per month per year of credited pensionable service.

Such bridging supplement shall commence on the member's

early retirement date and shall cease on the earlier of the member's death or attainment of age $65.\,$

The provisions stated above are subject to the terms and provisions of the pension plan, a copy of which will be provided to the Union.

Yours truly,

Mr. R. Bezo, Executive Officer District 6, Aluminum Brick and Glass Workers, 406 North Service Road East, Unit 2, OAKVILLE, Ontario. L6H 5R2

Dear Sir:

Re: Letter of Understanding No. 13A

PENSION PLAN

The parties agree that the financial problems ${\bf of}$ the present Pension Plan cannot he resolved during negotiations.

The parties agree to convene **a** meeting with the other Locals represented by the ABGW following ratification of the Collective Agreement in order to discuss and reach solutions to the Pension Plan problems which would he acceptable to **all** interested parties.

If changes to the Pension Plan cannot he agreed to by the employees represented by Local 203, the provisions of the existing Pension Plan will he maintained for the duration of the Collective Agreement.

Yours truly,

Mr. R. Bezo, Executive Officer District 6, Aluminum Brick and Class Workers, 406 North Service Road East, Unit 2, OAKVILLE, Ontario. L6H 5R2

Dear Sir:

Re: Letter of Understanding No.14

ARTICLE 18.05

For the purposes of Article 18.05, "active employment" means any period during which the employee receives regular wages from **the** Company. It does not include absences of greater than five (5) consecutive working days due to illness, accident, layoff, leave of absence, casual absence and PTD.

Yours truly,

Mr. R. Bezo, Executive Officer District 6, Aluminum Brick and Glass Workers, 406 North Service Road East, Unit 2. OAKVILLE, Ontario. L6H 5R2

Dear Sir:

Re: Letter of Understanding No. 15

SPARE POSITIONS

It is understood and agreed by both parties:

- A. i) In accordance with the job posting provisions of the Collective Agreement, the Company will post "spare" positions during the month of January of each year.
 - ii) The successful applicant(s) will be notified in February and will be allowed to hold one (I) "spare" position in that year
 - "spare" position in that year.

 iii) Employees will not be restricted from applying for a "spare" position which may become available during the year but will only **be** allowed to hold one (I) "spare" position.
- B. Any employee designated **as** "spare" will choose his/her vacation:
 - i) according to the vacation schedule of the classification for which he/she will be a spare.
 - ii) after employees in his/her own department have chosen their vacation.

Yours truly,

Mr. R. Bezo, Executive Officer District 6, Aluminum Brick and Glass Workers, 406 North Service Road East, Unit 2, OAKVILLE, Ontario. L6H 5R2

Dear Sir:

Re: Letter of Understanding No. 16

ARTICLE 18.02: CAFETERIA

This will confirm our agreement in the 1993 Negotiations ${f to}$ amend the provisions of Article 18.02 (Cafeteria) as follows:

- a) Cafeteria service will be provided from 6:00 am. to 7:00~pm. Monday to Friday.
- b) Suitable vending machines and microwave will be in place for other shifts prior to making changes.

Yours truly,

J.A. Gilbert Plant Manager - Hamilton.

APPENDICES 'A' AND 'A-1' WAGE RATES AND CLASSIFICATIONS

NOTE: The rates shown in Appendix 'Aare the rates for employees working in the forty-two (42) hours per week average. The rates shown in Appendix 'A-I' are the rates for employees working the forty (40) hours per week average. Following attainment of classification rate, progression steps are at 6 month intervals in the classification.

EFF GROUP 1	ECTIVE	29/03/96	29/03/97	29/03/98
Janitor/Matron	Start A A-I Class A A-1	13.94 14.01 15.10 15.18	14.22 14.29 15.40 15.48	14.51 14.57 15.71 15.79
GROUP 2 Selector & Packer Conveyor Loader Pallet Loader Carton Assembler Checker & Resorter Trine Operator Warehandler	A-i ClassA	14.06 14.14 15.24 15.29	14.34 14.42 15.54 15.60	14.62 14.71 15.86 15.91
GROUP3 Mould Cleaner	Start A A-I Class A A-I 6mth A A-I	14.06 14.16 15.22 15.32 15.36 15.45	14.34 14.44 15.52 15.63 15.67 15.76	14.62 14.73 15.83 15.94 15.98 16.08

GROUP 4 Raw Material Unloader Oiler - Days	Start A A-I Class A A-1 6mth A A-I lyr. A A-I	14.16 14.22 15.32 15.40 15.38 15.49 15.49	14.44 14.50 15.63 15.71 15.69 15.80 15.80	14.73 14.79 15.94 16.02 16.00 16.12 16.22
GROUP 5 6 Mth. Trainee (Skilled Trade) Shipper/Polisher LTO (Pack; Pkg.Supply; Batch)	Start A rA-I Class A A-I 6mth A A-1	14.28 14.36 15.45 15.57 15.61 15.70	14.57 14.65 15.76 15.88 15.92 16.01	14.86 14.94 16.08 16.19 16.24 16.33
GROUP 6 LTO/Checker Mould Scheduler	Start A A-I Class A A-1 6mth A A-I 1yr. A A-I	14.46 14.56 15.65 15.73 15.73 15.85 15.86 15.94	14.75 14.85 15.96 16.04 16.04 16.17 16.18 16.26	15.05 15.14 16.28 16.36 16.36 16.49 16.50 16.59
GROUP7 Batch Attendant Furnace Attendant Strutz Operator Set-Up Man ACL	Start A A-I Class A A-I 6mth A A-I lyr, A A-I	14.57 14.66 15.75 15.83 15.83 15.96 15.97 16.05	14.86 14.95 16.06 16.15 16.15 16.28 16.29 16.37	15.15 15.25 16.39 16.47 16.61 16.62 16.62

GROUP 8				
Forming				
Operator	Start A	14.53	14.82	15.11
Q.C. Inspector	A-I	14.59	14.88	15.18
T.T. Driver	Class A	15.71	16.02	16.34
Lehr & Surf.	A-I	15.78	16.10	16.42
Coating Attd.	6mth A	15.76	16.07	16.40
Repairman -	A- I	15.86	16.18	16.50
Bldg. &	lyr. A	15.86	16.18	16.50
Services	A-I	15.94	16.26	16.59
	18mth A	15.94	16.26	16.59
	A-I	16.03	16.36	16.68
	2yr. A	16.03	16.36	16.68
	A-1	16.12	16.44	16.77
CDOUDO				
GROUP 9 Stat.Engineer 4t	h Class			
Stat.Engineer 4	Start A	16.16	16.73	17.32
	A-1	16.24	16.73	17.41
	6mth A	17.59	18.19	18.81
	A-I	17.67	18.28	18.89
	lyr. A	17.77	18.38	19.00
	A-I	17.87	18.48	19.10
		17107	10.40	17.10
GROUP 10				
Upkeepman	Start A	16.36	16.93	17.52
Welder	A-I	16.44	17.02	17.61
(Mld. &	Class A	17.64	18.24	18.86
Fact.Mtce.)	A- I	17.74	18.35	18.97
Garage	6mth A	17.76	18.37	18.99
Mechanic	A-I	17.86	18.46	19.08
Hot Refractory	lyr. A	17.90	18.50	19.12
Repairman	A-I	18.01	18.62	19.24
Skilled Trades	18mth A	18.05	18.66	19.28
	A-1	18.14	18.75	19.38
	2yr. A	18.17	18.79	19.41
	A-1	18.27	18.89	19.52

GROUP 11 Mld. Repair				
Inspector Cold End Mechanic	Start A A-1 Class A A-1 6mth A A-1 lyr. A A-1 18mth A A-1 2yr. A A-1	16.47 16.54 17.75 17.83 17.87 17.96 18.03 18.12 18.15 18.25 18.30 18.41	17.05 17.12 18.36 18.44 18.47 18.57 18.64 18.73 18.76 18.87 18.92	17.64 17.71 18.98 19.06 19.09 19.19 19.26 19.36 19.50 19.55
GROUP 12 Electrician Instrument Technician Machine Repairman Bench & Lathe Hand EMT	Start A A-I Class A A-I 6mth A A-I lyr. A A-I 18mth A A-I 2yr. A A-I	16.55 16.63 17.86 17.94 18.01 18.09 18.14 18.23 18.27 18.40 18.43 18.53	17.13 17.21 18.46 18.55 18.62 18.70 18.75 18.85 18.89 19.01 19.05	17.72 17.81 19.08 19.17 19.24 19.33 19.38 19.47 19.52 19.64 19.68 19.78
GROUP 13 Feeder Specialist Forming Specialist	Start A A-1	18.53 18.61	19.15 19.23	19.78 19.87

GROUP 14				
	Start A	16.68	17.27	17.86
	A-1	16.76	17.35	17.95
	Class A	17.99	18.60	19.22
	A-1	18.07	18.68	19.30
	6mth A	18,13	18.74	19.37
	A-1	18.21	18,83	19,45
	lyr. A	18.26	18,88	19,51
	A-I	18.39	19.00	19.63
	18mth A	18.42	19.04	19.67
	A-1	18.51	19.13	19.76
	2yr A	18.55	19,17	19,80
	Ã-1	18.63	19.25	19.89
	71 1	10.05	17,23	.,,,,,,
GROUP 15				
Stationary Engi	neer			
3rd Class	Start A	16.85	17,43	18.03
Jiu Class	A-1	16.92	17.51	18.11
				19,69
	6mth A	18.44	19.06	
	A-I	18.54	19.16	19.79
	lyr. A	18.77	19.40	20.04
	A-1	18.82	19.45	20.09

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PLANT RULES FOR REPORTING ABSENTEEISM AND LATENESS

1) In the event that you are unable to report for work on your scheduled shift at your normal starting time, it is your responsibility to notify the SECURITY GUARDS at least two (2) hours prior to the start of night/afternoon shifts and one (1) hour prior to the start of day shift.

The Consumers line (544-3121) to the Security Guards is to be used for reporting an absence. lateness or similar condition. This line is manned 24 hours a day, seven days per week.

- 2) In the event you are absent for one hour or more without notifying the Security Guards, you will be considered absent without report. You must not report for work until your next scheduled shift unless your foreman states otherwise.
- 3) Lateness must be reported prior to the start of the shift. Lateness is defined as reporting for work up to one (1) hours after the start of the shift. If you are unable to report for work within the first hour, you should not expect to work until your next scheduled shift.
- 4) If an employee phones in late less than one hour, but in fact does not report for work until after the first hour, the employee may be sent home at the supervisors discretion.
- 5) Every attempt should be made to schedule appointments outside your scheduled working hours. However, when time off is required during your shift, your supervisor must authorize your absence at least one [I] day in advance.
- 6) Every employee suffering an accident or injury while at work must report to the Nurse/First Aid Attendant and Supervisor before leaving the plant. Work related accident reports submitted via the Security Guard of by a second party arc not acceptable.
- Any absence for three (3) days or more must be substantiated by a doctors note before returning to work.

Failure on your part to comply with these regulations may result in disciplinary action.

STEWARDS

DAYS Tom Geoghegan Dan McGregor Machine Repair (temporary) Machine and Mould Repair Forming Department

Bob Kippen Fred Hudecki ACL Cold End

Jim McPhail Ron Collison

Maintenance & Powerhouse Shipping Dept.
Saltfleet Warehouse Ron Raynard Butch Zimmerman

Forming Dept. - "A" Group Packing Dept. - "B" Group Forming Dept. - "B" Group Packing Dept. - "C" Group Forming Dept. - "C" Group Packing Dept. - "D" Group Forming Dept. - "D" Group Ray Petrie Sandy Currell Paul Thackeray Beryl Parker **Position Open** Diane McGuigan Sebastian DeSouza Brenda Perreault

CHIEF STEWARD - RON RAYNARD

ACTIVATING COMMITTEE
Sandy Currell - Chairy
Ray Currell
Rita Oleskiw Chairperson Susan Boich Vern Arnold