

January 2, 1991 - January 1, 1994

Any disputes arising over any interpretation of the language printed in this booklet, the original signed collective agreement papers will be consulted, and if any differences or discrepancies occur between the two, then the original signed collective agreement will prevail over the printed words in this booklet.

# COLLECTIVE

## Between

#### CANADIAN ELECTROCOATING LIMITED

— and —

# TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS UNION, LOCAL 880

January 2, 1991 - January 1, 1994

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FIAR 18 1992

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## **COLLECTIVE AGREEMENT**

#### **Between**

#### CANADIAN ELECTROCOATING LIMITED

(hereinafter referred to as "the Company")

## OF THE FIRST PART:

— and —

# TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS UNION, LOCAL 880

(hereinafter referred to as "the Union")

# OF THE SECOND PART:

January 2, 1991 - January 1, 1994

## ARTICLE 1 - PURPOSE

1:01 Thegeneral purpose of this agreement is to establish and maintain collective bargaining relations between the Company and its employees, to provide for settlement of grievances and to maintain satisfactory working conditions, hours of work, and wages for all employees subject to this agreement.

# **ARTICLE 2 - RECOGNITION**

2:01 The Company recognized the Union as the sole bargainingagent of all employees of the Company inits plant, save and except engineers, technicians, supervisors, persons above the rank of supervisor, office and sales staff, persons regularly employed for not more than twenty-four (24) hours per week

and students employed during school vacation periods.

- 2:02 (a) The Union recognizes the right of the Company to hire, assign work, promote and demote, transfer, suspendor otherwise discipline and discharge any employee, subject to the right of the employee concerned to lodge a grievance in the manner and to the extent herein provided.
- 2:02 (b) The Union further recognizes the undisputed right of the Company to operate and manage its business in all respects in accordance with its obligations. In addition, the location of plants, the products to be manufactured, the schedules of production, the methods, processes and means of manufacturing are solely the responsibility of the Company. The Company shall also have the right to make and alter from time to time rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with the provisions of this agreement.
- 2:02 (c) The Company agrees that it will not exercise its management rights for the purpose of restrictingor limiting the rights of its employees herein granted.
- 2:03 The Company and the Union agree that supervisors and those above the rank of supervisor will not perform any work normally assigned to the bargaining unit except:
  - (a) For the purpose of instructing or training of employees in the bargaining unit;
  - (b) In the event of a production emergency or development of the process;
  - (c) In the event of an emergency, perform the start-up

and shutdown of the process.

#### **ARTICLE 3 - UNION SECURITY**

- 3:01 As a condition of continued employment, all present employees covered by this agreements hall become and remain members of the Union at the signing of the agreement and all new employees covered by this agreements hall become and remain members of the Union after the completion of their probationary employment.
- 3:02 Union dues will be deducted after the employee has worked forty (40) hours in any **one** month.
- 3:03 The Company agrees to check off initiation fees, regular monthly union dues and assessments in the amounts as authorizedin accordance with the Constitutionand By-lawsofthe International Union and the Local Union.

The Company agrees, for the duration of this Agreement, to deduct from the last pay cheque each month, the monthly dues & any employee covered by this Agreement, and to remit such monies so deducted to the headoffice of the Local Union along with a list of the employees for whom the monies were deducted not later than the fifteenth (15th) day of the month following the date upon which such monies were deducted. The checkoff listwillincludesocialinsurancenumbersandnames. In the case of an employee on Workers' Compensation, the checkoff shall indicate that such employee was on W.C.B.

3:04 The Company agrees to show the total amount of dues deducted for the year, on each employee's T4 slip when issued.

#### ARTICLE 4 - PLANT COMMITTEE

4:01 (a) The Company acknowledges the right of the Union to appoint or otherwise select, from the plant union membership, a Plant Committee composed of not more than three (3) stewards and three (3) alternative stewards, one (1) to be assigned to each active shift.

The committee shall meet monthly to maintain a harmonious relationship between management and labour. Stewards shall be paid at their straight time hourly rate for attendance at scheduled meetings held on Company premises.

The Union Business representative may sit in on any and all such meetings. Notification of the Union Business representative shall be the responsibility of the committeeperson.

- 4:01 (b) Each member of the above committee shall have at least one (1) year of seniority with working hours of the plant, subject to priornotification to the Company.
- 4:01 (c) The Union agrees to notify the Company in writing from time to time of the names of the members of the Plant Committee and the effective date of their appointment.
- **4:01** (d) If the UnionStewardis absent from the Company's employment because of illness or leave of absence, the Company will recognize an alternate steward on that shift.
- 4:02 The Unionwill notify the Company in writing of the name of the Union Business Representative.

The Union Business Representative shall **be** allowed to enter the Company's Prince Road premises to deal with the administration of this

Agreement, providedhe does not interfere with the normal operation of the Company. Such entry is limited to the normal working hours **c** the plant, subject to prior notification to the Company.

- 4:03 For the purpose of layoff and the day to day allocation of work, the steward shall be established on the seniority list as first man provided they have the necessary skills and qualifications. This will not apply to the alternate stewards.
- 4:04 The Company agrees to pay Union Stewards at their regularrate of pay for a reasonable amount of time spent dealing with grievances. This is only to apply to time spent indealing with grievances in the plant during the Union Stewards regular working hours, and does not include time spent on grievances after they have reached the arbitration stage. The above procedure shall also apply to group grievances.
- 4:05 The Union recognizes and agrees that stewards as well as other employees have regular duties to perform. Stewards with the approval of the supervisor of the department where they are respectfully employed (such approval shall not be unjustly withheld) shall be permitted during their working hours without loss of time or pay to adjust and present grievances, subject to a maximum absence from their regular duties of one (1) hour within the hours comprising one working day.

Whenever, in the opinion of the supervisor concerned more than a reasonable period of time shall have been taken by a steward to accomplish such adjustments and presentation, the supervisor of the department to which the steward is attached shall decline to approve payment to such steward for such excess time.

4:06 The Company will verbally notify the Union through the Alternate Steward, by telephone, or FAX prior to the suspension or discharge of a Steward.

The Company will confirm to the Union Business Representative such action in writing by registered mail, telegram or FAX machine.

Failure of the Company to comply with this procedure will render the dismissal or suspension null and void.

4:07 The Company agrees to make available to the Union Stewards an in-plant Union Office, for their usewhen discussion with employees is necessary in the performance of their duties.

#### ARTICLE 5 - GRIEVANCE PROCEDURE

5:01 (a) Any employee who has any complaintor question shall first discuss the matter with their supervisor. Their UnionStewardshall accompany the employee when requested. Any matter not settled at this stage may become the subject of a grievance and dealt with as follows:

STEP NO. 1. - The grievance of the employee shall be stated in writing on a standard form to be supplied by the Union. The form shall be completed and signed by the employee and steward. The form will then be presented to the supervisor or Personnel Manager who will answer the grievance in writing and return the form to the steward within five (5) working days of receipt.

STEP NO. 2 - If the decision of the supervisor or PersonnelManageris not satisfactory, the steward may appeal the decision to the Plant Manager or management appointee. The matter shall be

discussed between Management, the Plant Committeeandthe Union Business representative.

Such meeting shall **take** place not later than five (5) working days after the appeal was registered.

STEP NO. 3 - If Management's decision at **Step** No. 2 is not satisfactory, then the grievance may be referred to arbitration as herein provided. Management shall give its decision to the Plant Committee within five (5) working days following the meeting at Step No. 2.

5:01 (b) Prior to proceeding to arbitration, any grievance may be submitted to a Joint Grievance Committee, by mutual consent of both parties.

The Grievance Committee shall be composed of two (2) persons, one (1) of whom shall be a Manager selected by the Company, and one (1) Teamster Union Official who shall be selected by the Local Unionconcerned. It is understood that the Company will not select a Manager from the area in which the grievance originated, nor will the Union select an official from the local unioninvolvedinthegrievance, but shall be from a Local Union that is signatory to this agreement.

A decision of the Joint Grievance Committee on the disposition of a grievance shall be deemed to be the settlement of the grievance and binding on the employee, the Union, and the Company. Settlements reached by the Joint Grievance Committee shall not be used as precedents. In the event the Grievance Committee is deadlocked and unable to render a decision, either party may refer the grievance to arbitration in accordance with Article 6:0.

Each of the parties hereto, will bear the expense of

their appointee to the Grievance Committee.

The Grievance Committee shall not have the right to alter or change any provisions of the Agreement or substitute any new provisions in lieu thereof, or to give any decisioninconsistent with the terms and provisions of this Agreement. The Grievance Committee, however, shall have the power to vary or set aside any penalty or discipline imposed relating to the grievance then before the Grievance Committee.

- 5:01 (c) Any time limits mentioned in this Article may be extended by mutual agreement, in writing.
- 5:01 (d) It is mutually agreed that no grievance will be considered, the alleged circumstances of which originatedor occurred more than three (3) working days prior to the original presentation, except in the case of a grievance regarding wages which shall have a time limit of one (1) full pay period after issuance of pay.
- 5:01 (e) A grievance which has not been processed to the next step of the grievance procedure within five (5) days after the answer has been received, or a shorter period where such is stipulated, shall be deemed to have been withdrawn unless written notice to the contrary has been received.

## **ARTICLE 6 - ARBITRATION**

6:01 (a) If the decision of Management is not satisfactory to the employee concerned they may, by serving written notice of appeal to the Company, through the Plant Committee within three (3) working days of the deliver of Management's decision, appeal therefrom to an impartial arbitrator to be selected

by the partiesto the agreement. Should the parties fail to agree upon an arbitrator within five (5) working days of receipt by the Company of the notice of appeal, then either party may request the Ministry of Labour of the Province of Ontario, to appoint an impartial arbitrator. The decision of the impartial arbitrator shall be final and binding on both parties.

- 6:01 (b) Each of the parties hereto will bear jointly the expense and fee of the impartial arbitrator.
- 6:01 (c) The arbitrator shall not have jurisdiction to alter or change any of the provisions of this agreement, or to substitute any new provisions in lieu thereof, nor give any decision inconsistent with the terms and provisions of this agreement, or to deal with any matter not covered by this agreement. The arbitrator, however, inrespect of a grievance penalty shall be entitled to modify such penalty, if in the opinion of the arbitrator, it is just and equitable to do so.

#### **ARTICLE 7 - GENERAL GRIEVANCES**

7:01 An allegation involving the interpretation or violation of any provision of this agreement may be lodged in writing by the Union with the management of the Company, or by a representative of the Company with the Union. Such grievance shall be lodged beginning with Stage No. 2.

Shouldthe parties fail to agree on settlement of the issue, it may be appealed to an arbitrator within the time and in the same manner and to the extent set forth in the grievance procedure Steps 2 and 3.

Such general grievance shall not be lodged unless the **grievance** could not properly be processed by

an individual employee, and in any case the Union and the Company agree that a general grievance will not be used to circumventany provisions of the grievance procedure.

#### ARTICLE 8 - MANAGEMENT GRIEVANCES

8:01 It is understood that the Company may bringforward at any meeting held with the Joint Committee any complaint or grievance with respect to the conduct of the Union, its officers, committeepeople or with respect to the conduct of the employees generally. If such complaint or grievance is not settled to the mutual satisfaction of the conferring parties, it may be referred to arbitration in the manner provided for in the grievance procedure.

#### **ARTICLE 9 - SENIORITY**

- 9:01 The rules herein respecting seniority are designed to give employees an equitable measure of security based on length of service with the company.
- 9:02 Any employee hired shall be considered to be on probation and will not be placed on the seniority list until they have completed a total of 480 hours worked for the Company. Overtime hours worked during the probationary period to be credited at straight time.
- 9:03 Employee's names shall appear on the seniority list in *the* order of their respective dates of hiring. Employees hired on the same date shall be listed by clock number order.
- 9:04 Until an individualhas completed their probationary period they shall not be eligible to any of the rights or privileges of seniority or access to the grievance procedure under this collective agreement.

- 9:05 Seniority lists shall be kept current and shall be posted on the Union bulletin board and revised quarterly.
- 9:06 The purpose of seniority is to provide a policy governing work assignment, layoffs and recalls as set out in this collective agreement.

#### ARTICLE 10 - LOSS OF SENIORITY

- 10:01 An employee shall lose their seniority and their employment will be terminated for any of the following reasons:
  - (a) If an employee voluntarily quits the employ of the Company. This shall include any employee who leaves the Company premises without authorization.
  - (b) If the employee is discharged for just cause.
  - (c) If the employee has been laid off and fails to return within three (3)working days after they have been notified to do so by the Company or by registered mail addressed to the last address on record with the Company.

NOTE: It is the employee's responsibility at all times to keep the Company and the Unionadvised of their correct home address and telephone number.

- (d) If an employeefailstoreturntoworkonthefirstday following the expiration of a leave of absence granted by the Company without securing an extension of such leave in writing.
- (e) if an employee is absent from work for three (3) consecutive working days without notifying the

company or securing a leave, acceptable to the Company.

- (9 If an employee accepts other employment while on leave of absence.
- If a seniority employee is laid off by the Company in excess of 12 months.

#### ARTICLE 11 - LAYOFF AND RECALL

- 11:01 In the event of a layoff, the following procedure shall apply:
  - (a) Probationary employees will be the first laid off.
  - (b) Employees with the least seniority will be laid off in order of their seniority.
  - (c) Stewards shall be continued at work as long as there is work in the plant they are able to do.
  - (d) In the event of a layoff which is expected to last for more than the balance of the week, employees will be laid off on a plant-wide seniority basis. The employees to be kept on the basis of seniority must be able and willing to perform the work available.
- 11:02 When recalling employees who have been laid off, recall will be made in the reverse order of the layoff procedure, provided the employees eligible for recallareable and willing to perform the work which is available.

Employees not able to perform their regular duties due to **illness** or injury, shall remain on layoff status until they are able to resume their regular duties. It will be the responsibility of the employee to notify the Company when they have recovered and are able to return.

- 11:03 Employeesbeingrecalledwillbe contacted directly at their last phone number on record with the Company, failing to contact directly, employeesbe contacted by registered mail at their last address on record with the Company.
- 11:04 Wherever practical, notice of layoff shall be given to seniority employees as soon as possible in advance of lay-offs.

## ARTICLE 12 - PROMOTIONAND JOB POSTING

- 12:01 Persons occupying a job not covered by the terms of this collective agreement, but who previously acquired seniority in the bargaining unit, shall be given the right to transfer back to a job in the bargaining unit, within sixty (60) days. After this sixty (60) day period, the employee shall retain seniority as from the date of promotion in line with plant-wide seniority, in the event of layoffs.
- 12:02 Vacancies in regularly assigned jobs and newly created jobs shall be posted for three (3)working days (excluding weekends and Holidays) on Company bulletin boards accessible for all employees. Such bulletins will show the job title, job requirements, rate of pay to to whom the applicationshould be directed.
- 12:03 In the event two (2) or more employees apply, the mostsenior applicant with necessary qualifications to perform the work shall be given the job.
- 12:04 If in the opinion of the Company, none of the applicants are qualified to perform the vacant job, then the Company may hire from outside. If in the opinion of the Union, the Company has not considered all the relevant facts, they may request a meeting with management to discuss the situation.

- 12:05 (a) Posting for back-up positions to fill in temporarily due to absence or excess work situations will be made during January of each year.
- 12:05 (b) A list of **four** (4) applicants **selected** by the Company for each position will be supplied to the Union. The **list** shall be posted and will be come effective on the first Monday following that date.

The following positions shall be posted for back-up:

Lift Truck Drivers Janitors

- 12:05 (c) Whenever an employee is transferred to a back-up position, the transferred employee will receive the appropriate rate for the job, after one (1) continuous hour, for all hours worked during the day, in that position.
- 12:06 When it becomes necessary to reduce the number of employees in a department, consideration will given to those employees with the highest seniority to remain in the department.

#### **ARTICLE 13 - SAFETY AND HEALTH**

- 13:01 The Company, Employees and Union agree to maintain the highest standard of safety, health, sanitationandworkingconditions in an around the Company's premises.
- 13:02 Both parties agree to form a Safety Committee. Such a committee shall be composed of two (2) members appointed by the Company and two (2) members appointed by the Union, from the same shift.
- 13:03 The Safety Committee shall meet monthly to

discuss plant safety issues. Minutes of these meetings shall be kept on file and a copy submitted to the PlantManagerandposted on bulletin board.

- 13:04 The Company has the right to formulate and publish from time to time, rules and regulations to ensure the safety and health of its employees and the terms and conditions upon which special equipment and dothing is issued to employees. Such rules and regulations shall not be inconsistent with the provisions of this agreement.
- 13:05 The Company shall provide at no cost to each employee safety glasses, adequateglove and arm guards (to be maintained by the Company), hearing protection and other safety equipment required by the Company or by any Government Agency. However, employees will be responsible for the maintenance and care of such equipment and will also be responsible for them if lost or stolen.

Seniority employees who are required to wear prescription safety glasses while performing their duties will be reimbursed Twenty-Five (\$25.00) Dollars towards the cost of such glasses, on a one-time only basis per Agreement.

The Company will pay, at the end of each year of the Agreement, to all seniority employees with more than one (1) year of service and haveworked at least One Thousand (1000) hours during that calendar year, the sum of Thirty-Five (\$35.00) dollarsas an allowance for the purchase of certified steel-toedsafety shoes upon the submission of a receipt of such purchase during the first calendar year, Forty (\$40.00) dollars in the second calendar year and Forty-Five (\$45.00) dollars in the third calendar year.

13:06 Any medical examination requested by the

Company shall be promptly complied with by all employees provided, however, that the employer shall pay the costs of all such examinations. The Company reserves the right to select their own medicalexaminer or physician, and the Unionmay, if in their opinion an injustice has been done to an employee, have said employeere-examined at the Union's expense.

- **13:07** The Company will provide and maintainclean and sanitary lunchroom and washroom facilities.
- **13:08** The Company will provide lockers for all employees.
- 13:09 When a medical examination is required by the Company, the following conditions shall apply:
  - (i) If any medii examination is taken during the employee's normal working hours, they shall not suffer any loss of wages, as the result of such examination.
  - (ii) If any medical examination is taken after the normal working hours of the employee, the Company shall pay the employee Five Dollars (\$5.00).
  - (iii) The Company agrees to provide one (1) days notice of the examination.
  - (iv) A report of the examination will be made available to the employee or the employees physician, under the requirements of Provincial Law.

# ARTICLE 14 - HOURS OF WORK & WORKING CONDITIONS

14:01 The regularworkweekshallconsist of five (5) days per week, Monday to Friday inclusive, together with

a daily half-hour unpaid lunch period.

14:02 Normal hours of work are as follows:

ONE SHIFT - Monday to Friday 7:00 - 3:30 pm

TWO SHIFT - Days Afternoons 6:30 - 3:00 pm 3:30 - 12:00 am

THREE SHIFT - Days 7:00 - 3:00 pm Afternoons 3:00 - 11:00 pm Midnights 11:00 - 7:00 am

FOUR SHIFTS - Timken shift schedule. APPENDIX "A"

14:03 Any shift work over one (1) shift per day will rotate according to a two (2) week basis.

Shift rotation while on the Timken schedule will be on a one (1) week basis. See Appendix "A".

- 14:04 The day on which a shift starts shall be deemed to be the regular working day for that shift. It is agreed that the Monday shift may start at 11:00 p.m. Sundayandshall be for all hours worked on a three (3) shift operation.
- 14:05 It is agreed by both parties, that the above referred times are for referenceonly and may be revised as production demands warrant.
- 14:06 Employees may be required to work through their breaksand lunch periods which will be re-allocated to another time within that shift.
- 14:07 Overtime rates of time and one-half the regular pay shall be as follows:

- (a) All hours worked in excess of eight (8) hours per day.
- (b) Time worked on Saturday and/or Sunday, once the employee has earned forty (40) regular hours of pay.
- (c) Employeeswho have completed their regular shift and have left the company's premises and are "called back" the same day, shall be paid and shall receive a minimum of two (2) hourspay at time and one-half their hourly rate.
- **14:08** Employees shall receive their payfor the proceeding week, on Thursday, for all shifts.
- 14:09 Any errors or omissions from the current pay will be adjusted on the next periods pay, provided that such does not constitute a major amount (8 hours or more) of loss.
- 14:10 When employees are scheduled on a three (3) shift they will receive a twenty (20) minute paid lunch period.

#### **ARTICLE 15 - REST PERIODS**

- 15:01 The Company agrees to allow a rest period of ten (10)minutes duration, once in the first half and once in the se∞nd half of each shift with pay.
- 15:02 When the first buzzer goes, employees may leave their work stations. There will be an eight (8) minute buzzer which allows employees two (2) minutes to return to their work stations. Employees will resume work at the ten (10) minute buzzer.

#### ARTICLE 16 - OVERTIME

- 16:01 The Company and Union agree that overtime may be required from time to time to be performed by members of the bargaining unit. Seniority employeeswill begiven the first opportunity towork the available overtime within their classification, department and shift.
- 16:02 Overtime scheduling shall be voluntary, but the Union agrees that those employees with less seniority may be required towork when insufficient seniority employees volunteer.
- 16:03 All authorized overtime shall be calculated in fifteen (15) minute segments.
- 16:04 The parties agree that there will be no pyramiding of wages due to overtime.
- 16:05 A probationary employee shall not be eligible to work overtime until all seniority employees, in that department, classification and on that shift, have had an opportunity to work.
- 16:06 Any employee who is available for overtime work will be required to identify their availability by inputtingtheir dock number into the overtime system as directed by the Company.

# ARTICLE 17 - BENEFIT PLAN

- 17:01 The Company agrees to pay, during the continuance of this Agreement, the full premium cost for the following health and welfare plans for each eligible employee who has attained seniority and their eligible dependents as determined by the insurers of the respective plans:
  - (a) BasicDrugPlanwitha\$2.00co-pay per prescription,

with Product Selection.

- (b) Dental Plan31 with 20% employee co-pay and 9 month check-up periods or equivalent.
- (c) Semi-Private Hospitalization Plan.
- (d) Out-Of-Province Protection Plan with MEDEX.
- (e) Vision Care Plan which allows up to One Hundred Dollars (\$100.00) every 24 months.
- (f) Life Insurance Plan in the amount of \$12,000.00 dollars for each employee.
- (g) Accidental Death and Dismemberment Insurance Plan in the amount of \$12,000.00 dollars for each employee.
- 17:02 In the event of layoff, leave of absence or any interruption of employment for other than strike, sickness or accident, all insurance premiums will be continued in force for a two (2) months period following the last day of the month inwhich such an interruption in employment occurs.
- 17:03 In the event an employee is absent due to a compensable injury, the Company shall continue all Plans in effect for fifty-two (52) weeks.

## **ARTICLE 18 - HOLIDAYS**

18:01 The Company will pay eight (8) hours at an employees' regular straighttime hourly rate, for all seniority employees, for the following days:

# 1991

			1991
4	1	Good Friday	Friday, March 29, 1991
	2	Victoria Day	Monday, May 20, 1991
	3	Canada Day	Monday, July 1, 1991
	4	Labour Day	Monday, September 2, 1991
	5	Thanksgiving Day	Monday, October 14, 1991
	6	Christmas Day	Wednesday, December 25, 1991
	7	Boxing Day	Thursday, December 26, 1991
	8	Float Day	Friday, December 27, 1991
			1992
	9	New Year's Day	Wednesday, January 1, 1992
	10	Good Friday	Friday, April 17, 1992

11 Victoria Day Monday, May 18, 1992 12 Canada Day Monday, July 6, 1992

18 Float Day

19 Float Day

13 Labour Day Monday, September 7, 1992

14 Thanksgiving Day Monday, October 12, 1992

15 Christmas Day Friday, December 25, 1992

16 Boxing Day Monday, December 28, 1992 17 Float Day Tuesday, December 29, 1992

Tuesday, December 29, 1992 Wednesday, December 30, 1992

Thursday, December 31, 1992

# 1993

		1333
	20 New Year's Day	Friday, January 1, 1993
-	21 Good Friday	Friday, April 9, 1993
	22 Victoria Day	Monday, May 24, 1993
	23 Canada Day	Monday, July 5, 1993
	24 Labour Day	Monday, September 6, 1993
	25 Thanksgiving Day	Monday, October 11, 1993
	26 Christmas Day	Monday, December 27, 1993
	27 Boxing Day	Tuesday, December 28, 1993
	28 Float Day	Wednesday, December 29, 1993

29 Float Day Thursday, December 30, 1993

1994

30 New Year's Day Friday, December 31, 1994

- 18:02 To be eligible to receive payment for the holidays listed, an employee must:
  - (a) Have completed their probationary period.
  - (b) Have worked at least six (6)hours on their last regularly scheduled work day prior to the holiday andtheir nextregularlyscheduledwork dayfollowing the holiday.
- 18:03 Should any of the above holidays fall during the vacation period of an employee, they shall be assigned a lieu day either immediately proceeding or immediately following their vacation when possible.
- 18:04 If an employee is required to work on any of the above holidays, they shall receive eight (8) hours payat time and one-half their regular rate in addition to their holiday pay.
- 18:05 Any employeewhoisunable towork their scheduled day prior to or after the holiday due to illness, must have their absence authorized by a doctor, in order to qualify.
- 18:06 Any employee who is absent due to compensable injury, shall not be eligible to receive holiday pay for any holiday.
- 18:07 Any employee who is absent due to an approved leave dabsence, shall be eligible to receive holiday pay, provided such leave commenced within thirty

(30) working days of the holiday.

## ARTICLE 19 - LEAVES OF ABSENCE

- 19:01 Upon application to the Company stating their reasons for such request, a leave of absence may be granted to an employee without loss of seniority. Such leave of absence shall not be for the purposes of employment elsewhere or self-employment.
- 19:02 The Company will grant a leave of absence to one (1) employee for Union business, upon the written request of a full-time officer of the Union. Such request must be provided forty-eight (48) hours prior to the date of leave.
  - 19:03 A seniority employee shall be granted three (3) consecutive working days leave of absence, at their straight time hourly rate, provided that the days between the death and funeral are working days and they are otherwise scheduled to work, to attend the funeral of the employee's immediate family. To qualify for such pay, the employee must verify the funeral and relationship.

Immediatefamily shallmean the parents, spouse's parents, wife, husband, brother, sister, children, grandparents, grandchildren, brother-in-law, and sister-in-law.

Sister-in-law shall mean to be the sister of the employee's spouse or the wife of the employee's brother.

Brother-in-law shall mean to be the brother of the employee's spouse or the husband of the employee's sister.

19:04 If an employee is required to serve as a juror, the

Company will pay the difference in the employee's regular eight (8) hours pay less the amount received for such jury duty.

19:05 An employee shall not be deemed or considered eligible duringany periodofvacation, leave, holiday or while on Company or Government benefits for tdal disability.

# **ARTICLE 20 - VACATIONS**

- 20:01 The Company will provide each employee who qualifies for vacation, a vacation as **follows:** 
  - (a) For those employees with more than one (1) year of service but less than five (5) years service they shall be entitled to two (2) weeks vacation with eighty (80) hours pay or four percent (4%) of their gross earnings whichever is greater.
  - (b) For those employees with more than five (5) years service, they shall be entitled to three (3)weeks vacation with one hundred and twenty (120) hours pay or six (6%) percent of their gross earnings whichever is greater.
- 20:02 Any employee who has failed to work or receive pay for less than sixteen hundred (1600) hours will not qualify for the above pay level of vacation, but will receive the applicable percentage of their gross earnings for the period January 1 to December 31.
- 20:03 Gross earnings shall NOT include the previous amount of vacation pay the employee received, but will include all wages paid for time not worked.
- 20:04 The Company reserves the right to schedule vacations for those employees who do no request vacations or refuse to select a vacation period in

accordance with their seniority.

- 20:05 Employees must take their vacation during the calendaryear of eligibility and will not be allowed to accumulate from one calendar year to the next.
- 20:06 Each employee shall receive their vacation pay entitlement, based on their accrued vacation earnings as of the lastfull pay periodof December, as they take their vacations.
- 20:07 (i) The Company agrees to post a list of vacation entitlements by January 15 of each year.
  - (ii) Employees may submit their requested vacation preferences by February15 of eachyear on a form provided by the Company listing three (3) vacation options in order of preference.
  - (iii) The Company will review the forms and assign vacations to employees by department and shift in order of seniority.
  - (iv) Not more than two (2) employees from any department and shift will be allowed to take their vacation at the same time during the months of June, July, August, September and October.
  - (v) The Company will canvas those employees who do not receive vacation during their preference periods will be canvassed in order of seniority and allowed to choose their vacation period, subject to (iv) above.
  - (vi) The Company will post the completed vacation list by April 1st of each year.
- 20:08 Whenever a Paid Holidayfalls within an employee's scheduled vacation, the Company will assign a day

to be taken in lieu. Such day will be attached to the vacation period, whenever possible.

- 20:09 Employees, with less than one (1) year of seniority, who fail to meet the sixteen hundred (1600) hour requirement, shall receive one (1) days vacation for each one hundred and sixty (160) hours worked during the first calendar year of employment and vacation pay of four (4%) percent of their gross earnings.
- 20:10 The Company reserves the right to limit the number of consecutive weeks of vacation to be taken by any employee, to two (2) weeks, unless mutually agreed to by the Parties.
- 20:11 Employees whose Vacation pay entitlement is greater than an amount greater than 40 hours pay per week will receive 40 hours vacation pay per week and will receive the excess vacation pay during their final week of vacation.
- 20:12 A vacation week is from Monday to Sunday. Vacations shall be paid by separate cheque prior to vacations.
- 20:13 When a paid holiday falls during an employee's vacation period, the employee may be assigned the additional day of vacation either on the Friday proceedingor the Mondayfollowing the employee's vacation, at the discretion of the Company, if necessary.

That payment of such assigned day, if Friday, will be pre-authorized and paid with the employee's regular earnings for that week or authorized following their return to work and included on the next weeks pay.

Any employee receiving a pre-authorized holiday pay andwho fails to qualify, will have their next pay adjusted.

#### ARTICLE 21 - JOB CLASSIFICATIONS

#### 21:01 General Processor:

Is an employee who is responsible for the production, quality and/or assembly of any manufactured parts and is fully capable of performing minor set-up and maintenance where required.

# **Set-Up Processor:**

Is an employee who during the course of the work day is capable of removing and installing die sets in all presses and/or removing and installing work units to production assembly equipment, which will produce a production quality part. This employee will perform the duties of a general processor when work of a set-up nature is unavailable.

# Lift Truck Driver:

Is an employee who is capable of safely operating a motorized lifting device or crane to transport or load materials when required. A lift truck is a unit that the operator will be simultaneously carried by and will not not include motorized material handling units which are pushed or pulled.

## Driver:

**b** an employee who is qualified and licensed to operate any of the Company's licensed vehicles and is responsible for the loading and unloading when necessary.

## Machine Repair:

Is an employee who is qualified to erect, dismantle, repair, rebuild and maintain all major equipment

designated to their classification. Qualification to be that of Mechanic Millwright, approved by the Province of Ontario.

#### **Student:**

Is an employee who is attending school on a full-timebasisandwhoisNOT eligible to attain seniority, regardless of the length of service with the company. This individual will be eligible to work any overtime which would be available to the other employees on their shift. Employees in this classification may only be employed from April 1st until October 1st, in any calendaryear.

# General Helper:

**B** an employee who is attending school on a full-timebasis andwho is NOT eligible to attainseniority, regardlessofthdength of service with the Company. This individual will be eligible to work for a **period** not to exceed twenty-four (24) hours in any given pay week. This employee will not perform the work of the bargaining unit but will be permitted to paint machinery/equipment, general housekeeping, attend to landscaping and other duties not performed by the bargaining unit.

# Janitor:

Is an employee who is responsible for the cleaning and other miscellaneous duties as assigned by the supervisors.

# **ARTICLE 22 - QUALITY**

22:01 The Company and Union agree that quality production is essential for the continuation of the operation, To accomplish this, all employees will receive training in Quality Procedures and will be required to maintaindata, charts, graphs, necessary

to satisfy this goal.

22:02 Employees will be issued with the equipment requiredtocalculate, measure and collect the data required.

#### ARTICLE 23 - NO STRIKE OR LOCKOUT

The Company agrees that during the term of this 23:01 Agreement there will be no lockout and the Union agrees that so long as this Agreement continues to operate, it will not cause, authorize or sanction, or threaten to call, authorize or sanction any picketing or strike activity, including any sit-down stay-in. slowdown, curtailmentor work, or restriction of or interference with production of the Company, nor shall the Union permit any employee in the bargaining unit to cause, counsel, procure, support, encourage,  $\alpha$  take part in any such activity. The Union further agrees that it shall not involve any employees of the Company, or the Company itself in any dispute which may arise between any other company and the employees of such other company.

# ARTICLE 24 TEMPORARY PART-TIME EMPLOYEES

- 24:01 Such additional employees shall be dassified as Temporary Part-Time (TPT) and will not be permitted gain seniority status.
- 24:02 TPT employees shall be required to pay Union Dues and initiation fees each month according to the Union Constitution.
- 24:03 TPT employees shall only be paid for the periods for which they work.

- 24:04 TPT employees shall be the first employees to be sent home if a work shortage occurs.
- 24:05 TPT employees shall be subject to the same conditions of employment as probationary employees, save and except the seniority provisions, grievance procedures, social security and wage provisions of this Agreement.
- 24:06 TPT employees shall receive an hourly rate of eighty (80%) percent of the base rate per hour.
- 24:07 TPT employees shall not be eligible to submit a grievance under the terms of this Agreement.
- 24:08 If a TPT employee works more than Four Hundred and Eighty (480) hours per calendar year, they shall become a probationary employee.
- 24:09 TPT employees may only work to a maximum of twenty-four (24) hours perweek with the exception of periods worked as vacation replacement.
- 24:10 TPT employees will only be used to replace regular full-time employees who are unavailable within their classification, department and shift.
- 24:11 At no time will TPT employees make up more than ten (10%) of the workforce per shift or the number of employees on vacation or absent for any other reason, whichever is greater.

# **ARTICLE 25 - PAY EQUITY**

25:01 The parties agree that the classifications and wage rates determined during negotiations are gender neutral and are in compliance with the Pay Equity Act.

Each classification is rated for Skill, Effort, Responsibility and Working Conditionsinan agreed manner during said negotiations.

The parties agree that the wage rates and classifications set forthin this Collective Agreement achieve Pay Equity and further become an intregal part of the posted Pay Equity Plan in accordance with the legislative requirements of the Act.

## ARTICLE 26 - DEPARTMENTALIZATION

26:01 The parties agree to establish departments throughouttheplant and will post available openings should new departments be established.

The existing departments shall be defined as follows:

Area 1 - See attached drawing

Area 2 - See attached drawing

Area 3 - See attached drawing

Area 4 - See attached drawing

Area 5 - All other non-production areas of plant

- 26:02 High seniority employees will be the **last** to be transferredat the beginning of the shift, when work is not available in the department.
- 26:03 When aline is being shutdown and not all employees from the department are being sent out to different departments, the supervisor will retain the seniority employees in the department from that line, on the work available that is not currently being performed at the time of the shutdown.

- **26:04** Employees on a specific job due to a disability will be exempt from transfer.
- 26:05 Any employee transferred under the terms of this clause, to another department for that day, will not be able to apply the options of this clause in the department they are transferred to.
- 26:06 The Company agrees to post on February 1, 1991, the respective departments by shift and classification, listing the number of positions available.
- 26:07 Preference will be given to seniority by shifts on the manning of those classifications and departments.
- 26:08 If the posting procedure fails to meet the requirements for the departments, the Company shall have the right to assign the employees required in the reverse order of seniority.
- 26:09 The Company will endeavour, whenever possible, to meet employee department change requests giving consideration to:
  - i) Seniority
  - (ii) Classifications
  - (iii) Shift
  - (iv) Available position
  - (v) The needs of the Company to meet its obligations
- **26:10** Employees will **be** limited to one (I) such request per calendar year.
- 26:11 Once an individuals request has been initiated by the Company, such request may not be withdrawn.

## ARTICLE 27 - DURATION OF AGREEMENT



This Agreement shall be effective from the Second day of January, til snuary 1994, both dates inclusive and shall in full force and effect from year to year thereafter, unless written notice of intention to terminate or amend this Agreement is given by either party to the other party, not more than ninety (90) days and not less than thirty (30) days before the First day of January, 1994, or the anniversity thereof. Duringany period of negotiations for the renewal or amendment of this Agreement, the terms and conditions of the Agreement shall remain in full force and effect.

27:02 Unless otherwise specifically provided for in this Agreement, each term and provision of this Agreement shall be effective only from the date of the signing of this Agreement.

Signed at Windsor, Ontario this 18th day of $$ Dec. , 1990	).
Canadian Electrocoating Limited	
Plant Manager	
Brian Bell, Personnel Manager	
Teamsters, Chauffeurs, Warehousemen and Helpers Local Union No. 880	
Tom Baldwin, Local 880 President	
Gary Kits	
lı Maheux ıion Steward	
Lena Tarasick, Union Steward	
John Morzsolos, Union Steward	

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# APPENDIX "A"

## TIMKEN WORK SCHEDULE

WEEK 2 WEEK 3

WEEK 4

TIME 11:00 - 7:00 am 7:00 am - 3:00 pm 3:00 - 11:00 pm		S M T W T F Sa A A A A A A C C C C C D D D D D B B B B B	S M T W T F Sa C C C C D D D D D B B B B B A A A A A C	S M T W T F Sa D D B B B B B A A A A A A C C C C D D D
	WEEK 5	WEEK 6	WEEK 7	WEEK a
TIME 11:00 - 7:00 am 7:00 am - 3:00 pm 3:00 - 11:00 pm	AAAAAC	C C C C D D D D D B B B B B	S M T W T F Sa D D B B B B B A A A A A C C C C C D D D	S M T W T F Sa A A A A A C C C C C D D D D D B B B B B
	WEEK 9	WEEK 10		
TIME 11:00 - 7:00 am 7:00 am - 3:00 pm 3:00 - 11:00 pm	CCCCDDD	SMTWTF Sa DDBBBBB AAAAAC CCCCDDD		

WEEK 1

NOTE: When this schedule is in effect, employees will rotate on a weekly basis,

#### APPENDIX "B"

#### **GENERAL PLANT RULES**

The following general rules are published so that all employees may have a complete knowledge and understanding of the **basic** rules and regulations as to their conduct while in the employ of the Company.

- (a) No rules or regulations, other than those authorized and posted by management, will be recognized.
- (b) No signs, notices or bills may be posted within the plant or upon any of the property of the Company, unless management's permission is first obtained.
- (c) No subscriptions of any kindmay betaken up in the plant except with management's permission.
- (d) Lost and found items must be turned into the supervisor.
  - In order to promote the safety and welfare of all employees, and to maintain proper discipline, the Companyonsiders any of the following as sufficient reason fro disciplinary action, up to and including dismissal:
- Falsestatementsknowinglymadeintheapplication of employment.
- (2) Possession of non-prescription drugs or intoxicating liquors while on Company property and/or reporting for work under the influence thereof.
- (3) Theft of Company property, or property of other employees. This includes "borrowing" without permission.

- (4) Fighting, or attempting bodily harm or injury to others on Company premises; horseplay or distracting of other employees; or the use of abusive or threatening language to other Company employees.
- (5) Intentionally clocking IN and OUT for another employee.
- (6) Insubordination, including refusal or failure to perform assigned work.
- (7) Sleeping while on duty.
- (8) Walking off the job or leaving the plant or building without permission of the shift supervisor while on duty.
- (9) Habitual absenteeism, lates or other work disruptions.
- (10) Failure to report prior to absence or lateness.
- (11) Failure to comply with the Company's safety rules or common safety practices.
- (12) Willful damage, destruction or misuse of Company equipment, materials or property.
- (13) Violation of any Federal, Provincial or local laws affecting the Company.
- (14) Carrying or concealing prohibitive weapons.
- (15) Falsifying any Company records, reports or other statistics, or divulging Company information of a confidential nature to unauthorized persons.
- (16) Deceitfully obtaining material or other property or

money from the Company on fraudulent orders or misrepresentations.

#### **SAFETY RULES**

- Employees must never by-pass or attempt to bypassany safety devices on any piece deequipment within our facilities.
- Each employee will be responsible for keeping the area around their work area dean, including the removal of discarded packing materials, scrap and metal cuttings.
- Each employee will be responsible for returning companytools, equipment and measuring devices to their proper storage unit when they are finished using them.
- Any employee who honestly believes there is a hazardous defect in any plant equipment, must inform their supervisor of the defect immediately. They MUST NOT operate that equipment until the defect has been repaired.
- Any hazardous situation(eg. excessive oil on the floor) must be reported to the supervisor immediately so that corrective action can be taken.
- 6. Safety shoes must be worn by all employees while they are in the plant.
- 7. Eye protection is mandatory throughout the plant.
- 8. Long pants are mandatory at all times.
- No employee will be permitted to work without a shirt or protective coverings. All shirts must have a sleeve.

- Horseplay and/or running is not permitted in the plant.
- No employee shall attempt to lift anything weighing more than 50 pounds unless assisted by mechanical help.
- No employee shall operate any machine or equipment requiring safety guards or barriers unless those guards or barriers are in place.
- 13. It will be the responsibility of each employee to clean their machine a equipment when they have finished using it. Scrap and metal cuttings shall be deposited in the appropriate containers.
- 14. It will be the responsibility of each employee to insure that empty food and beverage containers are placed into the appropriate containers, especially in the *case* of glass items.
- No employee will be permitted to smoke, drink or eat while in the work area. These activities will be confined to the designated areas.
- 16. No employee shall be permitted to work in the plant unless accompanied by one other person.
- ALL employees will be required to wear the uniforms designated by the Company, when actively employed.

The attached rules are established or the protection of all employees, and are in addition to existing rules and regulations. These rules will be enforced under the collective agreement. Employees found in violation will be subject to disciplinary action as herein defined.

## **DISCIPLINARY ACTIONS**

Forrepeated violations of minorrule and regulations, progressive discipline will be imposed as follows:

First Offence: Written Warning

### Second Offence:

Written Warning and one (1) day suspension of record

## **Third Offence:**

Final warning and three (3)day suspension of record

## Fourth Offence:

Discharge

With respect to suspensions, the Company reserves the right to note the suspension on the employee's record and not have the employee serve the time.

Any employee may clear their disciplinary record after one (1) year without any disciplinary actions.

Formajor infractions, the offence will determine the severity of the discipline imposed. which may include immediate termination.

	APPENDIX "C"							
Classification	1/2/91	1/6/92	1/4/93					
General Processor	10.00	10.65	11.30					
Janitor	10.00	10.65	11.30					
Set-Up Processor	10.40	11.05	11.70					
Lift Truck Operator	10.40	11.05	11.70					
Machine Repair	11.50	12.15	12.80					
Truck <b>Driver</b>	11.50	12.15	12.80					
Students	8.00	8.50	9.00					

# LETTER OF UNDERSTANDING BETWEEN THE PARTIES:

RE: UNION OFFICE

December 6, 1990

Mrs. Velma Maheux Chief Steward Canadian Electrocoating Limited Windsor, Ontario

Dear Mrs. Maheux:

Per the Collective Agreement of January 2, 1991, Article 4:07, the 'in-plant UnionOffice", will be provided by January 2, 1992.

During the first year of the Collective Agreement, the Company agrees to provide a private place suitable for the Union Stewards to perform their duties.

Yours Respectfully, CANADIANELECTROCOATING LIMITED

### LETTER OF UNDERSTANDING BETWEEN ME PARTIES

**RE: EMPLOYEE CALL-IN PROCEDURE** 

December 6, 1990

Mrs. Velma Maheux Chief Steward Canadian Electrocoating Limited Windsor, Ontario

Dear Mrs. Maheux:

During the recent negotiations the subject of Absenteeism and Tardiness was discussed.

The parties agree that any employee unable to report for work at the regular starting time will notify the Company no later than fifteen (15) minutes before they are due to report.

Any employee who fails to notify the Company may be subject to disciplinary action.

Yours Respectfully, CANADIAN ELECTROCOATING LIMITED

#### LETTER OF UNDERSTANDING BETWEEN THE PARTIES

RE: USE OF AUDITORS

December 10, 1990

Mrs. Velma Maheux Chief Steward Canadian Electrocoating Limited Windsor, Ontario

Dear Mrs. Maheux:

When the Company finds it necessary to supplement the Quality Control Supervision process by assigning hourly employees in an audit function, the Company agrees, subject to Article 12:05 (c) of the Collective Agreement, to pay such employees a premium of Twenty-Five (25¢) cents per hour for all hoursworked during the day in that position.

Such auditing functions shall be restricted to on-line inspection of parts and will not include sorting and repacking of materials rejected by the customer nor in-plant rework.

Yours respectfully, CANADIAN ELECTROCOATING LIMITED

# LETTER OF UNDERSTANDING BETWEEN THE PARTIES

RE: MIG WELDER, MANUAL

December 10, 1990

Mrs. Velma Maheux Chief Steward Canadian Electrocoating Limited Windsor, Ontario

Dear Mrs. Maheux:

When an employee is required to do a manual MIG weld operation, the Company agrees to pay such employees, subject to Article 12:05 (c) of the Collective Agreement, a premium of Twenty-Five (25¢) cents per hour for all hours worked during the day in that position.

Yours Respectfully, CANADIAN ELECTROCOATING LIMITED

# LETTER OF UNDERSTANDING BETWEEN THE PARTIES

### R E USE OF TIMKEN SCHEDULE

December 10, 1990

Mrs. Velma Maheux Chief Steward Canadian Electrocating Limited Windsor, Ontario

Dear Mrs. Maheux:

In the event the Timken schedule is required it will only be applied to the Paint Line operation, load, unload and indirect labour as required.

The Company will notify the Unionone (1) week in advance of the implementation of this schedule.

The schedule requirements will be posted with seniority employees in the classification and department given preference.

If not enough employees apply to fill the needs of the Company, reverse seniority will apply or the Company may hire additional employees as required to fill the shifts and meet its demands.

Yours Respectfully,
CANADIANELECTROCOATING LIMITED

### LETTER OF UNDERSTANDING BETWEEN THE PARTIES

**RE: IDENTIFICATION BADGES** 

December 17, 1990

Mrs. Velma Maheux Chief Steward Canadian Electrocoating Limited Windsor, Ontario

Dear Mrs. Maheux:

It is agreed and understood that employees of the Company who forget their identification badges will be docked in/out by their supervisor to a maximum of three (3) times per calendar year.

Employees who have lost their identification badge will be required to have it replaced by the Company at their expense. The cost of such replacement will be Ten (\$10.00) dollars and will be deducted from the employee's pay. Such replacement costs will not be required should the card become inoperative through normal wear.

Yours Respectfully, CANADIANELECTROCOATING LIMITED

# LETTER OF UNDERSTANDING BETWEENTHE PARTIES

RE: MEDICAL NOTES

December 17, 1990

Mrs. Velma Maheux Chief Steward Canadian Electro∞ating Limited Windsor, Ontario

Dear Mrs. Maheux:

During the recentnegotiations, considerable time was taken up in discussion concerning medical notes.

In an attempt to clarify the Company position on this issue the following is submitted:

- 1. That such notes must verify the disability period.
- 2. That such note must state the date(s) of office visits.
- 3. That such note must state that the individual was unable to perform any type of work available.
- 4. That employee is totally recovered and able to resume their regular duties or if **not** fully recovered, the nature of the limitation and the duration.
- 5. In addition to the foregoing, the completion or a standard medicalform to provide additional information regarding the employee's abilities to return to work, if the employee is absent in excess of three (3) consecutive days or is absent on five (5) or more days during the year.

# 6. Signature of doctor.

Yours Respectfully, CANADIAN ELECTROCOATING LIMITED

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