

ATTENDANCE

Irregular attendance and or frequent tardiness **is** costly **to** you, the operation, and your fellow employees. When absent please notify the Company preferably before the start of your shift.

ICM/KREBSOGE NUMBER - 631-4880

SEVERE WEATHER CONDITIONS

SHOULD WE ENCOUNTER SEVERE WEATHER CONDITIONS THAT MIGHT CURTAIL PLANT OP-ERATIONS, WE SUGGEST YOU TUNE IN ST. THOMAS RADIO STATION, CHLO, 1570 ON THE DIAL, FOR POSSIBLE COMPANY ANNOUNCE **MENTS.**

TABLE OF CONTENTS

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Section

Page

1.	Purpose	1
	Recognition	1
3.	Collection of Union Dues	2-3
4.	Reservation of Management Rights	3
5.	Express Waiver	4
	Relationship	4
7.	No Strikes or Lockouts	5
8.	Office Committee	5
9.	Grievance Procedure,	6-8
18	Disciplinary Action. Suspension or Discharge Cases	8
19	.Seniority.	9-10
	Loss of Seniority.	10
	.Probationary Employees	11
	. 23, Leaves of Absence.	11-12
	Seniority Applied to Promotions and Transfers	13-16
	Group Insurance and Hospitalization.	16-17
	Hours of Work	10 17
	.Overtime	18
	Reporting Pay	10
29	Call Back Time	19
30	Shift Allowance	19
31	Shifts Assignments	20
	Jury Duty	$\frac{20}{20}$
33	Funeral Pay	20
34	Holidays.	21-23
35	Vacations	23-25
26	Job Classification and Salary Rates	25-25
27	Safety Precautions, Special Clothing and Shop Rules	25-20
	Supervisors Bargaining Unit Work	26 26
20	Union Notice Board	
		27
40.	Pension Plan Discontinuance - Transfer within Canada	27-28
		28
	Effective Date - Duration	28
	Schedule" A Job Titles	30
	Schedule "A" Technical	31
	Wage Rates	32-33
	Safety Rules	37-38
	Rules and Regulations	38-39

COLLECTIVEAGREEMENT

THISAGREEMENT is made and entered into this **12th** day of February, 1992 by and between ICM/K rebsoge, St. Thomasfacility, hereinafter called the "Company" and The International Association of Machinists and Aerospace Wikes (AFL-CIO-CLC), Local Lodge No. 1975, which represents, under this Agreement, office, clerical and technical employees at the company's St. Thomas manufacturing facility, hereinafter called the "Union".

The Company and the Union made and entered into a Collective Agreement on the above described date and have agreed upon the terms of this Agreement **as** follows:

PURPOSE

- 1. The general purpose of this Agreement is to establish and maintain formal relationsbetweenthe Company and its employees, to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours, and wages for all employees, in accordance with the provisions of this Agreement, who are subject to the provisions of this Agreement. Additionally, since the Union recognizes that in order to continue to provide wages and benefits, the Company must be in a favourable cost position, the Union therefore agrees that it will not oppose.
 - (a) the introduction of any new equipment or methods; or
 - (b) The improvement of any existing methods.

RECOGNITION

2. (a) The Company recognizes the Union as the sole and exclusive collective bargaining agent for all office, clerical and technical employees in its St. Thomas, Ontario facility save and except for the following which are not subject to the provisions of this Agreement; namely, foremen, supervisors, managers, and persons above the rank of foremen, supervisor and manager; secretaries to the plant managers; secretary to the treasurer; persons employed in the personnel department; students employed during the school vacation period and students employed on a cooperative basis with a university or community college; persons regularly employed for not more than twenty-four (24) hours per week; cafeteria staff; plant guards and hourly paid persons covered by a subsisting collective agreement with The International Association of Machinists and Aerospace Workers, Iccal 1975.

For **the** purpose of clarity, plant nurses, assistant personnel manager, purchasing agent, chief process engineer, costs analysts, plant controllers, plant engineer, tooling coordinators, **senior** metallurgists and chief tool designer are excluded from the bargaining unit. (b) The Union agrees that there will be no Union activity on Company time, and no meetings on the Company's premises except with the permission of the Company.

The Company will supply the Union with a current list of managers and supervisors with authority to exercise discipline and indicate **proper** job titles such authority by department within each plant; provided however, that nothing in this clause shall be interpreted **as** limiting the authority of any manager supervisor to exercise such authority with respect to any employee.

(c) Nothing in this Agreement shall be interpreted **as** limiting the Company in any way in the exercising of the regular and customary functions of management, including the extension, limitation, curtailment or cessation of operation.

COLLECTION OF UNION DUES (CHECK-OFF)

3. (a) The Company hereby agrees to deduct Union dues, when authorized in writing of the amount to be deducted, from the pay of each employee covered by this Agreement who signs the following authorization.

"AUTHORIZATION FOR DEDUCTION OF UNION DUES"

I hereby assign to Local Lodge No. 1975, The International Association of Machinists and Aerospace Workers, from any wages earned or to be *earned* by me **as** your employee; a fixed dollarand cent **sum** equal to that prescribed by the Union's International Constitution and the Local Lodge Constitution, as my membership dues in said Union. I authorize and direct you to deduct such amounts from my first pay for each month and to remit the same to the Financial Secretary of the Union.

This assignment, authorization and directive shall become effective when delivered to the above-named employer.

This assignment, authorization and directiveshall be irrevocable for the period of one (I) year, or until the termination of the current collective agreement between the Employer and the Union, whichever occurs sooner; and I agree and direct that this assignment, authorization and directive shall be automatically renewed and shall be irrevocable for successive periods of one (I) year each for the **period** of each succeeding applicable collective agreement between the Employer and the Unionnotmorethant wenty (20) days and not less thanten (10) days prior to the expiration of each period one (1) year, or each applicable collective agreement between the Employer and the Union, whichever occurs sooner.

Signature of Employee

- (b) Employees at the date of signing this Agreement shall be required to sign the check-off for Union dues for the duration of this Agreement.
- (c) New employees hired after the signing of this Agreement shall be required to sign the check-off for Union dues for the duration of this Agreement. Union dues will be deducted from the employee's pay the first check-off period, following completion of thirty (30) calendar days of employment.
- (d) In consideration of the deducting and forwarding of Union dues by the Company, the Union agrees to indemnify and save harmless the Company against any claims or liabilities ensuing **a** resulting from the operation of the check-off provision.

RESERVATION OF MANAGEMENT RIGHTS

- 4. (a) It is agreed that the Company **possesses** (except to the extent **that** they are specifically relinquished or modified by a clear and express provision in this Agreement that the Management has relinquished them) complete and unrestricted rights, powers, privileges and authority over all matters relating to the Company, the Company business, the employees and the employment relationship
 - (b) By way of illustration, but not by way of limitation, the following are listed **as** some of the rights retained by the Company. The Company has the complete and sole right to:

Supervise, direct and control the work force.

Hire, promote, demote, transfer, classify and reclassify, terminate, layoff and recall.

Suspend, discipline, or discharge for just and proper cause.

Determine, and from time to time redetermine (including the right to introduce change, alter, substitute, replace, develop, regulate, control, add to, or eliminate):

The numbers, locations, types **and** operations of its plants (including divisions and departments thereof).

When the whole or any part of its operations shall function, be altered, halted, or be discontinued (either temporarily of permanently).

The methods, means, processes, standard facilities, equipment and materials for manufacturing, distributing, servicing and marketing.

The products to be manufactured, serviced, or marketed and the extent and scheduling of manufacture, servicing, or marketing thereof.

The sources of services, materials, and supplies.

The assignment of the work.

The levels of satisfactory work performance.

The size and composition of the work force.

The marketing, servicing, advertising, and pricing of products and customer relations.

All financial and fiscal policies, actions and procedures.

Accounting procedures and practices.

The organization of Management (including the selection and assignment of supervisory personnel).

The hours of work.

The work content of job classifications.

The qualifications of employees.

The assignment (either permanently or temporarily) of employees to job classifications.

The determination of the rules, policies, and practices to be followed by each unit employee in connection with his employment with the Company.

Such rules, policies, and practices will be communicated to the employees.

EXPRESS WAIVER

5. The parties agree that this Agreement constitutes the entire contract between them governing the rates of pay and working conditions of employees in the bargaining unit during the term hereof, and settles all demands by the parties during negotiations.

Accordingly, the parties each expressly waives the right during the term of this Agreement to demand, discuss or negotiate upon any subject without consent of the other party.

This section shall not limit the use of the grievance and arbitration procedure of this Collective Agreement. Differences over rates for new jobs arising during the life of the contract may be processed through the grievance and arbitration procedure.

RELATIONSHIP

- 6. (a) The terms of **this** Agreement and its conditions will apply equally to all employees who are subject to the provisions thereof.
 - (b) The Company and the Union recognize their respective responsibilities under Provincial and Federal Laws relating to hiring, promoting, advancing, assigning to jobs, or with respect to any other term or condition of employmentand will not discriminate against any employee because of

membership or non-membership in the Union, age, sex, race, creed, colour, marital status, or national origin, the use of the masculine pronoun throughout this Agreement shall include the feminine.

Should either party detect a situation or practice that it feels might be **in** conflict with statutory requirements, it **shall** be brought to the attention of the other party and the parties shall cooperate in an effort to end any practice that is, in fact, discriminatory.

NO STRIKES OR LOCKOUTS

7. The Union agrees that neither it nor any of the employees in the bargaining unit covered by this Agreement will collectively, concertedly or individually engage in or participate, directly or indirectly, in any strike, slowdown, work stoppage, boycott, or any other unlawful acts that interfere with the *Com*-pany's *operations* or the production *a* sale of its products during the term of this Agreement: and the Company agrees that during the term of this Agreement it will not lock out any of the employees covered by this Agreement. The Company retains the right to disciplineor dischargeany employee who violates this provision.

OFFICE COMMITTEE

- 8. (a) The Company acknowledges the right to the Union to appoint or otherwiseselect an OfficeCommitteeto be composed of three (3) employees, one of whom shall be the Office Committee Chairperson. Members of this Committee shall also serve as stewards. It is understood and agreed that at no time will this Committee consist of less than three (3) members. The Company will recognize and bargain with the said Committee on any matters concerning the application and or interpretation of this Agreement, and for the purpose of negotiating the renewal of the Collective Agreement.
 - (b) The Union recognizes and agrees that Office Committee Stewards have regular duties to perform in connection with their employment and only suchtimeasisnecessary will beconsumed by such persons during working hours in order to attend to the business of administering this Agreement.
 - (c) Before leaving his regular Company duties, an Office Committee Steward must obtain the permission of his Manager or Supervisor to do so. He shall also report to the Manager a Supervisor of any department hethinks necessary to visit, stating his reasons for sodoing, and securing permission before entering. Permission will not be unreasonably withheld in either instance. When resuming his regular duties, he shall report to his Manager or Supervisor.

- (d) The Union agrees to supply the Company with the names of those employees who are members of the Office Committee and will keep such list up-to-date.
- (e) When **an** employee requests a Shop Steward for a work related reason, a Shop Steward will be provided.

GRIEVANCEPROCEDURE

Step Number 1

9. Before any matter can be considered a grievance in keeping with the provisions of the grievance procedure, the matter will firstly be discussed between employee, his/her Shop Steward, and his/her superivisor in an attempt to resolve the concern. Within a period of three (3) working days after the close of the discussion, the Supervisorshall render his verbal disposition without precedent or prejudice.

Step Number 2

10.(a) If the concern is not settled as outlined above, it shall be considered a grievance, and in keeping with the provisions of the grievanceprocedure, it shall be reduced in writing on duplicate grievance form supplied by the Company, signed by the employeeand Shop Stewardthen submitted to the grievor's Department Heed if there is one. If not, the matter may be referred to the next step of the grievance procedure. In either case, within three (3) working days of the receipt of the grievance, the respective Department Head shall discuss the grievance with the Steward. Within a further period of two (2) working days after close of this discussion he shall render his written disposition of the grievance.

Step Number 3

- 11.(a) If the grievance is not settled in the previous step to the grievors satisfaction, the matter may be referred to the Office Committee who may appeal it to the Human Resource Manager, or his designated representative, by giving written notice of such appeal within three (3) working days after the receipt of the answer of the Department Head. Within a further period of four (4) working days after receipt of such appeal, the Human Resource Manager or his designated representative, shall discuss the grievance with the Office Committee and shall give a written answer to the grievance within ten (10) working days after close of the discussion. At this meeting, the Grand Lodge Representative of the Union may be present, if his presence is requested by the Union or the Company.
 - (b) Either the Company or the Union will recognize as a policy grievance matters involving interpretation or application of the terms and provisions of the Agreement, not provided for in the regular means of processing employee's grievances. Such a grievance will be dealt with between the Office Committee and the Director of Human Resources, who will answer in

writing within ten (10) working days from receipt. **An** appeal from the **Director** of Human Resources answer may be made to the respective Plant Manger within three (3) working days of receipt of **the** answer. If the grievance is not settled to the Union's satisfaction, it shall be referred to the fourth **(4)** step of the Grievance procedure within three (3) working days.

- (c) It is also understood that where a number of employees have the same grievance and each employee would be entitled to grieve separately, they may present a group grievance, in writing, signed by each employeeto the Director of Human Resources in accordance with the above paragraph.
- 12.(a) Time limits mentioned in Step 1 3 may be extended by mutual consent between the Company and the Union.
 - (b) No grievance will be considered if more than ten (10) working days have elapsed since the Occurrence of the event on which the grievance is based, or should have become known to the aggrieved and/or Union with the exercise of reasonable attention. In addition, the time limits above shall not be extended by any Board of Arbitration.
 - (c) Upon request by the Steward, the immediate supervisor will provide a suitable place for the discussion of a grievance between the Steward and the employee or employees involved.
 - (d) All grievances referred to the next higher level of the GrievanceProcedure will be accompanied by a statement explaining the reason behind the appealing party's position.

Step Number 4

- 13.(a) Whenever it is desired to submit any grievance to arbitration in conformance with the proceeding steps, notice shall be given to the other party formally stating the issue to be resolved, and at the same time an arbitrator shall be named. Within five (5) days after receipt of such notice, the other party shall name an arbitrator. The arbitrators representing the two parties shall meet as quickly as possible, and if they fail to agree upon a settlement, they shall either agree upon a Chairman, or appeal to the Minister of Labour for the Province of Ontario to appoint an impartial chairman.
 - (b) As soon as the Arbitration Board has been completed by the selection of a Chairman, it shall meet and hear evidence and representation of both parties, and shall render a decision as soon as possible, the intention being that all decisions shall be given within seven (7) days after arbitration proceedings have commenced. After the evidence has been heard the Chairman shall sit and confer with the Arbitrators representing the two parties, and shall endeavour to reach a mutual agrement. If they are unable to agree, then the Chairman shall have the right to make the decision which shall be final and binding on both parties to this agreement.

- 14. The Arbitration Board shall not have jurisdiction to alter, modify, add to, delete from α change any of the provisions in lieu thereof, nor give any decision inconsistent with the terms of provisions of this Agreement, and shall make a decision within the terms of the submission to arbitration.
- 15.Each of the parties hereto will beer expenses of the Arbitrator appointed by it, and the parties will jointly beer the expenses of the Chairman of the Arbitration Board, if any.
- **16.No** grievance shall be considered by the Arbitration Board unless it has been properly carried through all previous steps of the Grievance Procedure.
- 17.No person shall be selected **as** an Arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

DISCIPLINARY ACTION, SUSPENSION OR DISCHARGE CASES

18.(a) Any disciplinary action, which results in a written reprimand or loss of time, will be taken only in the presence of a Shop Steward unless it is necessary to take such action by mail, in which case, the Office Committee Chairman will receive a copy of the mailed notice.

The use of records of conversation to record a conversation between a supervisorand an employee shall not constitute disciplinary action under the above paragraph. Employees will be informed of the written record and they shall be available to the employee and **steward** upon request.

Disciplinary letters will be removed from files after three years, provided the employee has been discipline-free for like offences in the last three (3) years of active employment.

- (b) A claim by an employee who has completed his probationary period that he has been discharged or suspended without sufficient cause shall be treated as a grievance, but a written statement of such grievance must be lodged with the Company (copy to the Grievance Committee) within five (5) days after the Company's notification to the Union. The Company agrees to notify the Union, in writing, of all discharges or suspensions.
- (c) If the employee's claim is found to be justified, then he shall be reinstated in his employment with such compensation for time lost at his regular rate of pay with no loss of seniority rights.
- (d) If the employee's claim is found not to be fully justified, a mutually satisfactory settlement may be agreed upon by the conferring parties or Board of Arbitration.

SENIORITY

- 19.Each of the parties heretorecognizes that employees within the bargaining unit are entitled to an equitable measure of security based upon length of service with the **Conpany**.
 - (a) It is agreed that in the event of any increase or decrease in the number of employees due to business conditions, employees with seniority shall be added to the payroll or laid off on the basis of occupational seniority insofar as is consistent with the efficiency of operations and the employee's ability to perform the work.
 - (b) The Company agrees, wherever practical, to inform the Office Committee in advance of all layoffs.
 - (c) In the case of a temporary curtailment (defined **as** a layoff lasting three (3) days or less), employees affected may not be considered for transfer to other departments.
 - (d) Where it appears that the curtailment will be more than temporary, adjustments in personnel (layoffs, transfers, demotions, etc.) will be made on the basis of occupational experience of record in the following sequence:
 - (i) The required number of employees in the job classifications affected with lowest seniority will be removed from their jobs.
 - (ii) Any of these employees who have successful previous occupational experience of record (other than temporary) on other jobs in this bargaining unit and who have greater seniority than the employee on the job may exercise his seniority and replace the junior employee.
 - (iii) An employee going from one classification to another shall be given a rate of pay within the rate range in accordance with his previous experience and qualifications.
 - (iv) Exception to the procedure outlined above may be made where a serious operating burden would be **imposed** on the Company because of lack of experience or skill on the part of an employee who is unable to fulfil the requirements of a vacated job.
 - (e) (i) Any employee who is required to be transferred because of conditions caused by reduction in the work force may prefer a layoff with seniority unimpaired provided, however, the employee observes the recall provisions outlined in Clause 20 (iii) and (iv). This preference will be stated by the employee at the time the reduction in the work force takes place. When the job classification from which heelected to be laid off is increased, he will be recalled.
 - (ii) Consistent with the above, any employee who has elected to be laid \mathbf{cff} may, on \mathbf{c} about the thirtieth (30) calendar day following his

layoff, notify the Company **in** writing that he wishes to be considered for certain **jobs**. Such employee will list the **job(s)** he wishes to be considered for with the understanding that a refusal to accept one of his listed jobs will result in his being considered for recall only to the extent provided for and consistent with the recall provisions of the Agreement.

- (f) Employees laid off by the Company through no fault or cause of their own shall be credited with their full accumulated amount of seniority provided they are called back to work within eighteen (18) months from date of layoff.
- (g) When calling back employees after a layoff or transfer caused by reduction of the work force, the most senior employee with occupational experience of record on the jobs affected will be returned to such jobs in the reverse order of layoff and/or transfer.
- (h) Senioritylists will be revised and posted every six (6) months. Whenever two (2) or more employees begin work on the same day their placement on the seniority list will be determined according to alphabetical order by surname.
- (i) The Company agrees that for layoff purposes only, members of the Union Office Committee of Iccel Lodge 1975 affected by such layoff shall be retained in the employ of the Company during their respective terms of office, notwithstanding their position on the seniority list, so long as the Company has work available for which they are qualified.
- (j) Employees indefinitely laid off due to the permanent closure of the company's St. Thomas plant, who are entitled to severance pay under the Employment Standards Act, R.S.O. 1980 as it read on May 19,1992; and who elect, or are deemed to have elected, to receive severance pay, will receive payment consistent with the act. Those with greater than (26) twenty-six years of service will receive (2) two weeks of pay for each year of service over (26) twenty-six years.

LOSS OF SENIORITY

- 20.(a) An employee shall lose hisseniority standing and shall be deemed no longer an employee of the Company, and his name shall be removed from all seniority lists for any of the following reasons:
 - (i) If the employee voluntarily quits his employment with the Company-
 - (ii) If the employee is discharged.
 - (iii) If a period of eighteen (18) months has elapsed since the day of layoff.

- (iv) If the employeehas been laid off and fails to return within three (3) working days after he has been notified to do so by the Company, through Registered Mail, addressed to the last address on record with the Company. After receipt of notice to return to work employees may ask for, and will receive an additional two (2) working days' Leave of Absence. A longer Leave of Absence may be granted. It is the employee's responsibility at all times to keep the Company informed of his correct home address.
- (v) If the employee overstays a leave of absence granted by the Company without securing an extension of such leave.
- (vi) If the employee is absent from work without notifying the Company for three (3) consecutive working days, except in emergencies.

PROBATIONARY EMPLOYEES

- 21.(a) Allemployeeshiredafter July 7, 1984 will acquire seniority after they have worked a minimum of sixty (60) working days. Employees will be regarded as probationary employees until they have acquired seniority as provided above. At the conclusion of his probationary period the employee's seniority shall be determined as of the date the employee started to work.
 - (b) If his probationary period is interrupted by layoff and if the probationary employee is brought back within **six** (6) months, he will resume accumulation toward the sixty (60) working day period.
 - (c) The Company may discharge any probationary employee with or without just cause and such discharge shall not be made a subject of grievance under the terms of this Agreement provided, however, that this section shall not be used to discriminate against any new employeeon account of his membership in the Union.

LEAVES OF ABSENCE

- 22.(a) The Company will grant leave of absence for bona fide illness or injury.
 - (b) The Company may grant personal leave of absence for legitimate personal reasons. Seniority on personal leaves will accumulate for a maximum of thirty (30) calendar days. Employees who apply for a personal leave of absence shall do so in writing. The Company will reply in writing to the application for such leave within one **(1)** week of request or within six (6) weeks of the start of the leave whichever is later.
 - (c) No such leaves for personal **reasons** will be authorized for more than two (2) years.
 - (d) Leaves for non-occupational medical reasons, including alcohol and drug abuse problems, or for industrial injury will be granted up to two (2) years. Employees granted such leaves will accumulate seniority during the leave of absence.

(e) Female employees who have at least thirteen (13) weeks of seniority, will, upon request, be granted a Personal Leave of Absence Without Pay, for maternity confinement. Such leaves of absence will be granted on a written request from the employee, and may commence on the last of the fourth month of pregnancy and shall terminate not later than four months after delivery or termination of pregnancy. Seniority will accumulate during such leave of absence.

Employees who have at least one year of seniority will, upon request, be granted adoptive leave to a maximum of twelve (12) weeks to commence on the first day the child enters the home.

The parties hereto, the Company, the Union and the employeesrepresented herein, will be bound by the Employment **Standards** Act.

The Company will re-instate the employee returning from maternity or adoptive leave to his/her former job in accordance with seniority.

23. The Company will grant a leave of absence without pay for reasonable periods to not more than one (1) employee to serve as a delegate of the Local Lodge for the transaction of Union business at all authorized conventions and or seminars endorsed by Local Lodge 1975 provided however, that this would not cause an operating burden.

The Company will grant a leave of absence to not more than one (1) employee at any one time, to service a full time position with the Local α International Union. Such leave shall be requested by the Union in writing and shall be for a period of up to four (4) years, during which time seniority will accumulate. Failure to return to work at the end of such leave will result in termination of employment with the Company.

The Company shall grant leave of absence or time off to duly authorized Committee members or Officers for the proper transaction of Union business pertaining to Local 1975. In case of a request for time off, the Union will notify the Company **as** soon as it is aware time off is required.

It is understood that proper Union business is deemed to be that which pertains to the operation of the Local Lodge and the normal function of the OfficeCommittee to deal with matters **as** outlined in **8** (a) of this Agreement.

Regarding limitations to time off for Committee members and Officers, the Union agrees to make every effort to limit the frequency and length of such leaves to the bare requirements, and will give serious consideration on any request by the Company to reschedule such leave at a more suitable time so **as** to minimize any interruption of production.

Return from leave will be handled as if the employees were recalled after layoff.

Requests for leave of absence under this section shall be submitted in writing as soon as possible, but in any event within two (2) working days prior to time of leave. Union members requesting this leave shall have their written request countersigned by the Union President, Vice President, or Committee Chairperson.

SENIORITY APPLIED TO PROMOTIONS AND TRANSFERS

- 24.(a) Promotions, or transfers shall be based upon seniority, skill, experience, ability and related job qualifications (including, but not limited to such things **as** work performance, conduct, attendance) of the employee **as** applied to the job in question. The most senior employee, satisfying the above qualifications, will be awarded the position.
 - (b) Except as noted in (viii) below, the Company agrees that in the case of a permanent vacancy a notice will be placed on all office bulletin boards for a forty-eight (48) hour period, describing the vacancy and the essential qualifications required of applicants for that position.
 - (i) Employees, other than probationary employees, may make application for the posted vacancy on the forms supplied.

Job vacancies in Group A are not subject to the posting procedure. Wherejob progression exists within departments job posting at the entry level only will be recognized. Job progression jobs are **as** follows: **Process** Technician, Quality Technician, Manufacturing Technician, Tool/design Technician.

- (ii) The Company will recognize the bid of an employee who has been a successful bidding candidate within the preceding six (6) month period only if the job is not filled by a qualified bidder who has not been a successful bidder within the preceding six (6) months. However, if a successful bidder is removed from the job before six (6) months have elapsed due to a curtailment in operations, he may rebid on a new job posting. If he is a successful bidder, it is understood that he forfeits his rights to his former job.
- (iii) A successful bidder will not be allowed to withdraw his bid after the posting is taken down without forfeiting his bidding rights for a twelve (12) month period. He may however, bid on another posted opening any time prior to being reclassified on the job to which he previously bid.

Where an employee has been awarded a job **as** a successfulbidder, but the job is cancelled before he is placed on it, he will be regarded **as** the successfulbidder in case the job becomes available again within sixty (60) days of the date it was cancelled. If the employee is a successfulbidder on another job during the interim, he will have removed himself from the first job and the job will be reposted.

In those instances where there is no successful bidder, the Company may fill the job within sixty (60) days in any manner it so chooses.

(iv) Candidates will be selected on the basis of qualifications **as** per paragraph (a) of this section.

- (iv) Candidates will be selected on the basis of qualifications as per paragraph (a) of this section.
- (v) This procedure shall not apply to vacancies arising from a Leave of Absence or due to the illness of an employee.

Such **a** vacancy will not be permanently filled Without having been posted under the provisions of this section in the event that a person does not return from a leave of absence when scheduled.

An employeewho**has** been filling the position on a temporary basis will not be assigned the permanent opening on the basis of experience gained during the temporary transfer.

(vi) An employee who is placed on a job through this procedure and is not able to perform satisfactorily within three (3) months will be removed and will return to his former job.

If he is removed after three (3) months he will be placed in a job consistent with his qualifications and ability to perform the work.

The vacancy thus created will be filled by the next qualified bidder until the list is exhausted.

(vii) If a vacancy is not filled under the bidding procedure, those who are initially disqualified because of other sections of the bidding procedure will be considered according to the provisions of paragraph 24 (a) if they have signed a job bidding form for the posted vacancy.

When openings are to be filled for **cther** than posted positions (Group A), job preferencesheets willbeaccepted for all employees on record **as** of May 18, 1989. It is further agreed that these present employees will have "home" job recognition.

The conditions of Article 24 (a) will apply in filling vacancies.

Effective May 19, 1989, new hires will have no job preference rights. Group A new hires will be named General Clerk and may be assigned to any Group A duties.

It is understood that employees on record **as** of May 19, 1989 in Group B and Group C may submit ajob preference form for a Group A pool job when a vacancy exists.

Should an employee decline a position awarded through job preference, they will forfeit their preference rights for a six (6) month period.

Any reductions of workforce shall be consistent with the current agreement provided they can hold ajob in Group B or Group C. If not, employees will be **protected** on the basis of seniority in the Group A position.

- (viii) It is not the intent of the Company to use temporary transfers for such periods of frequency so as to avoid the posting requirements. However, it is understood that nothing in the above posting procedure shall restrict the right of the Company to temporarily assign, transfer or hire an employee to fill a job where particular skills or experience are deemed necessary for that job.
- (ix) In order to be eligible to use the posting procedure, an employee must be available to accept the position, when needed, if he should be selected for the posted vacancy.
- (x) In the event an employee becces permanently physically or mentally unfit toperform the duties of hisregularjob, the Company will make every effort to retain such employees in its employ at such work which is consistent with the physical or mental condition of such employee. The compensation and other labouragreement shall be discussed and resolved by the Company and the Union.
- (c) An employee, who, on or after May 18, 1989, is transferred to a position not subject to the provisions of this Agreement shall retain his seniority as follows:

Employees who have been transferred to a position outside of the bargaining unit prior to May **18**, **1989**, and holding a position outside of the bargaining unit at that time, will retain and continue to accumulate their seniority for an additional two (2) years maximum.

Employees who are transferred to a position outside of the bargaining unit after May **18, 1989,** and who are transferred back to the bargaining unit, a maximum of two (2) years additional seniority will accumulate for time served in the position not subject to the provisions of this Agreement.

Should an employeebe allowed to return to the bargaining unit within six (6)months of the date he is transferred out for reasons other than retrenchment by the Company, he will be placed on his formerjob in keeping with his qualifications and seniority. If **an** employee is returned to the bargaining unit after six (6) months, he will be placed on a job formerly held in keeping with his qualifications and seniority.

If an employee is returned to the bargaining unit **as** a result of retrenchment, he will be placed on a job formerly held in keeping with **his** qualifications and seniority.

(d) All postings will include qualifications. Copies of the postings will be given to the Office Committee Chairperson **at** the time of posting.

The Office Committee Chairperson will be informed of a successfulbid within seventy-two (72) hours after the posting has been taken down.

(e) Consistent with the above provisions an employee who is absent due to vacation, scheduled hospitalization or because of application of the bereavement pay section may, prior to such absence, fill out an absenteejob bid form indicating the job(s) the employee is interested in. Should such job(s) be posted during the employee's absence, his absenteebid form will be considered as ajob bid, upon the employee's return from such absence, his absence job bid form shall become null and void.

GROUP INSURANCE AND HOSPITALIZATION

25.(a) Effective May 18, 1991, the Company agrees to pay the full cost of the Group Insurance Plan **as** follows:

Group A	-	\$18,000.00 Life Insurance
Group B	-	\$19,000.00 Life Insurance
Group C	-	\$22,000.00 Life Insurance
Group D	-	\$23,000.00 Life Insurance

This insurance coverage includes Accidental Death and Dismemberment clause in the above amounts.

Effective May 17, 1993, the above rates will be increased by \$1,000.00.

(b) The Company agreesto provide to every employee with a minimum of five (5) years' service, who retires to pension on or after May 18, 1991, a paid-up Life Insurance policy in the amount of \$3,500.00.

The Company agrees to provide to every employee with a minimum of five (5) years' service, who retires to **pension** on or after May 17, 1993, a paidup Life Insurance policy in the amount of \$4,000.00.

- (c) The Company agrees to pay the full cost of the Ontario Hospital Insurance (OHIP) Hospital and Medical premium costs during the term of this Agreement.
- (d) The Company agrees to pay the full premium cost for semi-private hospital coverage for employees and their dependants during the term of this Agreement.
- (e) The Company agrees to provide an Extended Health Care Program and will pay the premiums thereon during the term of this Agreement for the \$10.00 single, and \$20.00 family deductible plan. As agreed, this coverage will be continued should the employee be travelling on Company business outside Canada.
- (f) Effective May 19, 1992, the Company agrees to pay the full cost of a 1-1-8-39 Weekly Sickness and Accident Insurance Plan, which is as follows:

Group A	-	\$200.00 - weekly benefit
Group B	-	\$215.00 - weekly benefit
Group C	-	\$225.00 - weekly benefit
Group D	-	\$240.00 - weekly benefit

Effective May **17**, **1993**, the Company agrees to pay the full cost of a **1-1-8-26** Weekly Sickness and Accident Insurance Plan.

Effective May **17**, **1993** the above rates will be increased by \$15.00 for each Labour Grade grouping.

Effective May **16, 1994,** the above rates will be increased by **\$15.00** for each Labour Grade grouping.

- (g) The Company agrees to the establishment of a Long Term Disability program. Participation is mandatory for all salary bargaining unit employees. Maximumof 60% of earnings to a maximum of \$1500.00/month. The employees and the Company will pay 50% of the costs each.
- (h) Effective January **1**, **1993**, the Company will provide a Dental Plan (hourly equivalent) based on the **1992** Ontario Dental Association rates.

Effective January **1**, **1994**, the Company will provide a Dental Plan (hourly equivalent) based on the **1993** Ontario Dental Association rates.

Effective January **1, 1995**, the company will provide a Dental Plan (hourly equivalent) based on the **1994** Ontario Dental Association rates.

- (i) Fringe benefit premium costs are paid by the Company, **as** outlined above, for all employees after they have completed their probationary period.
- (j) Fringe benefit premium costs for employees on leave α layoff status will be continued **as** follows:
 - (i) All benefits continue for a period of up to one (1)year and three (3) months for maternity, industrial, medical and personal leaves granted.

Life Insurance coverage is maintained in all cases for the entire length of the leave granted.

- (ii) All benefits continue up to the month after the month the layoff or union leave occurred.
- (iii) When an employee is absent due to industrial injury, he or she may make application for Sicknessand Accident benefits pending payment from the Worker's Compensation Board. Employees wishing to receive Sickness and Accident benefits pending disbursements from the Worker's Compensation Board agree to, and will sign a consignment form which will allow repayment of all Sickness and Accident benefits once benefits are received from the Worker's Compensation Board.

HOURS OF WORK

26.(a) The normal business hours of work shall be from 8:00 A.M. to 4:30 P.M. For employees assigned to shift work, the normal hours of work shall be 7:00 A.M. to 3:00 P.M. for the first shift; from 3:00 P.M. to 11:00 P.M. for the second shift; and from 11:00 P.M. to 7:00 A.M. for the third shift.

It is understood that job requirementsmay make it necessary to work hours other than noted above.

(b) The normal business hours of work shall be eight (8) hours per day and forty (40) hours per week and the normal hours for employeesassigned to shift work shall be seven and one-half (7¹/₂) per day and thirty-seven and one-half (37¹/₂) per week.

The work day for computation of overtime, shall consist of twenty-four (24) consecutive hours from the work starting time of each employee.

- (c) Notwithstanding the above, it is understood that this paragraph (26) sets out normal hours of work for employees covered by this Agreement and is intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per day or work per week or working schedules or a limitation upon the scheduling of employees for work.
- (d) For purposes of clarification, employees shall be entitled to one-half (1/2) hour unpaid lunch and two (2) ten-minute paid scheduled breaks.

OVERTIME

- 27.(a) Time and one-half shall be paid for all hours worked in excess of one's normal scheduledhours in any workday (normallyMonday-Friday). Time and one-half shall be paid for time worked on Saturday. Double time shall be paid for time worked on Sunday. Employees who are off during the regularly scheduled work week (other than for absence which is supported **by** substantial proof as being unavoidable, including Union business **as** defined in Section 23) need not be called in for Saturday or Sunday overtime work. The Company will advise the employees concerned of weekend overtime on the previous Thursday whenever possible.
 - (b) Overtime shall, as far **as** possible, be evenly distributed among the employees capable of doing the work involved, in the respective job classifications.
 - (c) It is agreed that employees will not be asked to work more than two (2) consecutive Saturdays without a Saturday off, if they so desire. The Company will look to salary bargaining unit people before going outside the unit.

- (d) When conditions make it necessary to establish a work day of less than one's normal scheduled hours, this condition shall not alter the points at which overtime begins, i.e., seven and one-half/eight (7¹/₂-8) hours in any work day.
- (e) For clarification, there shall be **no** duplication or pyramiding of hours worked for the purpose of computing overtime or other premium payments.
- (f) Effective May 19, 1992, a meal allowance of three dollars (\$3.00) will be paid to employees who work more than two (2) hours beyond the end of their shift.
- (g) When conditions make it necessary to schedule call back, a minimum of one (1) hour at applicable overtime rates will be paid.

REPORTINGPAY

28. Employees reporting for work at their scheduled starting time who do not work four (4) full hours because of lack of work will receive four (4) hours pay.

However, in the case of a major disruption such **as** fire, **flood**, boiler failure, electrical power failure, labour disputes, acts of God and other circumstances beyond the control of the Company, the Company will not be obligated for the payment of reporting pay.

CALL BACK TIME

29. An employee who is called back to perform work after leaving the Company property on completion of his regular shift, or called in on an unscheduled work day, shall be paid a minimum of four (4) hours **±** applicable overtime rates.

Employees called back to work under this section, shall be permitted to leave the plant immediately upon the completion of the work for which they were called in, and shall be entitled to the four (4) hours at overtime rates if their task is completed before the four (4) hours are up.

SHIFT ALLOWANCE

30.(a) Where shift work is involved, effective May 20, 1989, twenty-six cents (26 cents) per hour additional compensation shall be paid for all second shiftwork. Twenty-eightcents (28 cents) per hour additional compensation shall be paid for all third shift work.

Effective May 18, 1991, the shift premium will be increased to twentyeight cents (28 cents) and thirty cents (30 cents) respectively.

- (b) The additional compensation paid for second and third shift work shall be paid **on** the basis of the shift worked.
- (c) For purposes of shift allowance, it is understood that a shift belongs to the day in which the majority of the hours fall.

SHIFT ASSIGNMENTS

31.(a) Employees assigned to rotating shifts shall rotate between first, second and third shifts, so that the first shift shall be for at least two (2) weeks' duration and the second or third shift assignment shall not exceed two (2) weeks' duration at any one time. It is the Company's intention to rotate employees on an equal basis from first to second to third and then to first again. The Company will inform the committee of special cases in advance.

It is not expected that **an** employee will double back on the shift he has worked prior to his present shift except where the rotation is only between two (2) shifts.

This rotation will be altered only when there is an unavoidable conflict in the scheduling rotation between individuals α as provided in (b) below.

- (b) When the Company requires additional employees in a particular classification on a particular shift and proposes to achieve this by moving an *em*ployee from another shift, the least senior employee(s) in the particular classification will be assigned to the particular shift where needed. *An* employee transferred to another shift for a week or more will be subject to the provisions of **31** (a).
- (c) Employees in the same classification will be allowed to change shifts by mutual agreement between the employees, provided prior approval has been given by the respective supervisors.

It is understood that such changes will be approved only on a temporary, or day-to-day basis. Furthermore, notwithstanding the provisions of Paragraph 27 (a) Overtime, the Company will not be liable for any overtime pay as a result of such changes.

JURY DUTY

32.An employee who is working and who is on the seniority list and who is called for service on a court jury or subpoenaed to appear as a witness where the employee is not a party to the action shall be entitled to receive from the Company the difference between what he receives **as** pay for jury service or **as** a witness and what he would have received from the Company if he had not served on either of the above.

FUNERAL PAY

33.In the event of a death of a member of their immediate family, employees will be allowed the necessary time off, up to three (3) days (Monday to Friday), with pay at their regular shift straight time rate for days they are forced to miss that fall within the **period** starting with and including the day of death and ending with, and including the day after the funeral.

For the purpose of this clause, immediate family is one of the following: wife, husband, daughter, son, father, mother, sister, brother, father-in-law, or motherin-law. In the event of the death of a grandparent of an employee or an employee's spouse one (1) day off with pay will be granted. EffectiveJuly 7, 1984, one (1) day off with pay will be granted in the event of the death of a grandchild.

In the event of a death of an employee's brother and/or sister-in-law one (1) day off with pay will be granted on the day of the funeral.

Only employees who have passed their probationary period will qualify for bereavement pay.

HOLIDAYS

34.(a) The Company agrees that the following holidays will be celebrated on the days listed below.

Effective May 1992

Victoria Day May 18, 1992 Dominion Day July 3, 1992 Civic Holiday Aug. 3, 1992 Labour Day Sept. 7, 1992 Thanksgiving Day Oct. 12, 1992 Day before Christmas Dec. 24, 1992 ChristmasDay Dec. 25, 1992 Boxing Day Dec. 28, 1992 Floater Dec. 29, 1992 Floater Dec. 30, 1992 Day before New Years Dec.31, 1992 Day before New Years Dec.30, 1993 New Years Day Jan. 1, 1993 Good Friday, April 9, 1993

Effective May 1993

Victoria Day May 24, 1993 Dominion Day July 2, 1993 Civic Holiday Aug. 2, 1993 Labour Day Sept. 6, 1993 Thanksgiving Day Oct. 11, 1993 Floater Dec. 23, 1993 Day before Christmas Dec. 24, 1993 Christmas Day Dec. 27, 1993 Boxing Day Dec. 28, 1993 Floater Dec. 29, 1993 New Years Day Dec. 31, 1993 Good Friday April 1, 1994

Effective May 1994

Victoria Day May 23, 1994 Dominion Day July 1, 1994 Civic Holiday Aug. 1, 1994 Labour Day Sept. 5, 1994 Thanksgiving Day Oct. 10, 1994 Floater Dec. 22, 1994 Day before Christmas Dec. 23, 1994 Christmas Dec. 26, 1994 Boxing Day Dec. 27, 1994 Floater Dec. 28, 1994 Day before New Years Dec. 29, 1994 New Years Day Dec. 30, 1994 Good Friday April 14, 1995

- (b) When the holidays listed are not worked, the Company will pay to every full time employee who has been on the payroll thirty (30) calendar days from the date of hire, his/her regular day's salary for that holiday.
 - (1) That the employeeshall haveworked on the scheduled working day before such holidays and on the scheduled working day after such holidays, or be either on industrial, medical or personal leave of absence, granted no longer than two (2) weeks prior to a paid holiday. For purposes of holiday pay eligibility only, Saturday and Sunday will not be considered **a** scheduled day of work.

Days worked during the plant vacation shut down will not be considered a scheduled day of work for the purpose of holiday pay eligibility.

However, any employee who is absent for the following reasons on his scheduled working day before or his scheduled working day after a paid holiday, or both, shall qualify for holiday pay, in case of:

- (i) Time off is in keeping with the provisions of the Funeral clause.
- (ii) In case of sickness verified by physician.

The Company reserves the right to secure from the employees a signed statement, stating nature of illness and name of physician consulted.

Any employee who reports forworkonthescheduled working day before or scheduled working day after a paid holiday and is recommended by the nurse that he is not medically fit to continue **work** and is sent home will qualify for holiday pay.

Any case of sickness that does not require a physician's attention will not be considered.

- (iii) Any other unavoidable absence not for the purpose of extending the holiday and which is supported by substantial proof.
- (iv) Union Committee Members who are absent due to authorized Union Business.
- (2)If misrepresentations are made concerning holiday pay eligibility qualifications, the employee will be subject to disciplinary action up to and including discharge.
- (3) That holiday pay shall not be paid if the employee has quit, has been discharged and not reinstated, in accordance with the provisions of the grievance and arbitration procedure of this Collective Agreement.

- (4) That such Holiday Pay will be paid if the holiday falls on Saturday or Sunday. However, the Company reserves the right to celebrate the holiday on the preceding Friday or the following Monday.
- (5) That in the event an employee is required to work on said Holiday, he will receive a rate of time and one-half plus the holiday pay.
- (6)That those employees who may be scheduled and have agreed to work on any such Holiday, but fail to perform such work, will receive no compensation for that holiday. While it is understood that the Company does not expect to work on holidays, the Company reserves the right to require emergency work in order to maintain plant equipment and facilities.

The same qualifications **as** in paragraph 34 (b) (1) would apply if an employee is unable to work after agreeing to do so.

- (7) The total of any time lost on the scheduled day before and/or the scheduled day after a holiday in excess of one (1) hour at the beginning of the shift shall be deducted from the hours for holiday pay for one (1) holiday only.
- (8) That consistent with the provisions of item 1 above, whenever two (2) or more holidays occur in succession, any employee is absent on either the scheduled working day before or the scheduled working day after such holidays, shall receive holiday pay for only one-half the number of holidays.

VACATIONS

- 35.(a) The Company will grant vacations in accordance with the current Employment Standards Act **of** the Province of Ontario, to all employees with **less** than one (1) year of service with the Company **as** of July 1 of the vacation **year**.
 - (b) The Company will provide two (2) weeks of vacation with pay equal to two (2) weeks of their monthly salary of four (4) per cent of their gross earnings whichever is greater, provided the employee has one (1) year of continuous service.
 - (c) The Company will provide three (3) weeks' vacation with pay equal to three
 (3) weeks of their monthly salary or six (6) per cent of their gross earnings, which ever is greater, for all employees who have completed six (6) or more years of continuous service with the Company and less than fifteen (15) years.
 - (d) All employees who have completed fifteen (15) or more years of continuous service with the Company immediately prior to July 1st of the vacation year will receive four (4) weeks' vacation with pay equal to four (4) weeks of their monthly salary or eight (8) per cent of their gross earnings, whichever is greater.

Upon reaching twenty-five (25) years of continuousservice the above employees will receive vacation pay in the amount of ten (10) per cent of the year's wages.

(e) It is the Company's intention to continue scheduling the annual vacation shutdown period during the months of July and/or August **as** long **as** business conditions permit. Only in the event of unusual business conditions will a change in vacation scheduling time be necessary. The Company will notify the Union at the earliest possible time of any such situation.

Employees will take their vacation during the plant shutdown period(s), except for those employees assigned to work in departments where essential operations must be maintained. Preference when employees wish to take vacation time, which is not governed by plant shutdownshall be given consideration by the Company and based on seniority. All vacations must be taken by June 30 following the beginning of each vacation year.

Vacations may be scheduled in the manner and at the time best suited to plant operations.

The Company will post a tentative vacation shutdown schedule by March 1 of each year. Immediately following the posting of the finalized vacation shutdownschedule (but not later than June 1st, there will be a fourteen (14) day period during which time employees may request taking the third or fourth week of vacation at a specified time. After fourteen (14) days, the period will be closed. The Company will grant requests based upon operating requirements, available skills and employee's seniority.

(f) When a partial work force will be needed during the scheduled vacation shutdown, work assignments will be made on the basis of the employee's ability to perform the work available. Employees must be capable of performing the work required. If none of these employees accept the available work, the Company reserves the right to offer such work to any available, qualified employee.

Those scheduled to work during the vacation period will be paid for the rate of the job on which they are assigned.

It is understood that in the scheduling of employees for work during the scheduled vacation shutdown, if a scheduling assignment is made at the request of **an** employeeto accommodatesuch employee, the employee will be paid the rate of his bid job. If, however, the scheduling assignment is made at therequest of the Company to accommodate the Company, the employee will be paid the rate of his bid job **a** the one to which he **has been** assigned, whichever is higher.

(g) Employees who work less than 1200 hours during the twelve (12) month period prior to July 1st of the vacation year shall only be entitled to time off in keeping with provisions of the Employment Standards Act of Ontario. (h) All vacation pay computations will be based on gross earnings. It is understood that vacation earned in one year will not be connected to vacation earned in another.

Gross earnings for the purpose of vacation pay computationsshall not include: payments made to **an** insurance carrier to provide benefits under the Major Medical Plan, contributions to the pension fund for employees under this agreement, safety shoe α safety glasses allowance, and any severance or termination pay pursuant to this agreement or the Employment Standards Act.

JOB CLASSIFICATION AND SALARY RATES

- 36.(a) Attached hereto and forming part of this agreement is Schedule "A"Salary Labour Groups and Job Titles with a rate structure effective May 19, 1992.
 - (b) It is agreed and understood that Schedule "A" may be added to, deleted from or changed by the company in accordance with its needs.
 - (c) Effective May 20, 1992, each Active Employee will receive a lump sum payment of \$850.00, less appropriate deductions, consistent with the letter of understanding, on payment of lump sum increases.

Effective May 20, 1993, each Active Employee will receive a lump sum payment of \$850.00, less appropriate deductions, consistent with the letter of understanding, on payment of lump sum increase.

Effective May 16, 1994, a General Wage increase of four (4) percent will be added to the existing rate structure.

(d) Salaries for all jobs have been determined and established by evaluation of the scope of skill, effort, responsibility and conditions involved to insure proper relationships between all jobs. It is understood that the listed salaries within each group constitute minimum amounts.

When new jobs are established, the Company will prepare a new job description and establish a rate in keeping with the job evaluation system. If the Union disagrees with the evaluated rate, it may process the matter through the grievance procedure.

- (e) On all bid jobs, the successful applicant will be paid a salary, in accordance with the automatic time progressions, equal to or greater than his present salary.
- (f) Automatic time interval provisions may be accelerated if an employee, in the opinion of the Company, merits one. **The** Chairman of the Office Committee will be notified of individual accelerated increases.
- (g) Employees will be paid on a weekly basis every Thursday for wages earned to 12:00 midnight of the previous Friday.

(h) It is recognized that an absent employee creates a burden on one's fellow employees. Therefore all employees represented by this Agreement, agree to keep such absence to a bare minimum. However, should an employee be absent for any reason, then for each hour of absence, such employee shall have his regular monthly salary reduced by **an** amount equal to his regular weekly wages divided by his applicable thirty-seven and one-half/forty (37¹/a/40) hours. For each fractional part of an hour equal to at least onetenth (.1) of an hour of such absence, an employee will also have his regular weekly wages reduced proportionately.

Updated copies of job descriptions will be provided to the Chairman of the Office Committee.

SAFETY PRECAUTIONS, SPECIAL CLOTHING AND SHOP RULES

37.(a) The Company will maintain adequate sanitary arrangements throughout the plants, provide proper safety devices, and give proper attention to the elimination of any condition of employment which are a hazard to the safety or health of the employees. The Company will reimburse (up to sixty five dollars (\$65.00) for employees who purchase safety shoes once each calendar *year*.

Effective May 19, 1992, the above amount will be increased to seventy dollars (\$70.00).

- (b) Where the nature of the task assigned to an employee requires the use of special equipment or clothing, such special equipment or special protective clothing, such as goggles, gloves, aprons, dust cloths, rubber boots, hair nets, hearing protection, and safety glasses will be provided by the Company. All safety equipment supplied shall be used and/or worn in a manner prescribed by law.
- (c) The Company reserves the right to formulate and publish from time to time rules and regulations regarding the use and operation of machines and equipment and plant facilities and the terms and conditions upon which special clothing is issued to employees.
- (d) One representative may be in attendance at the quarterly safety meeting.

SUPERVISORS-BARGAININGUNIT WORK

38. The parties agree that the primary duty of supervision is to supervise. However, it is understood that **supervisors**(or other (non-bargaining unit employees) may work in cases of business **need**, for instruction purposes, or in the case of **ex**-perimental or development work even though qualified bargaining unit employ**ees** are available.

UNION NOTICE BOARD

39. The Company agrees to establish a sealed notice board for the use of **Local** Lodge No. 1975, Office and Clerical Unit, for posting of official notices. All such notices must be signed by the proper officer of the Local Union and be **sub**mitted to the Director of Human Resources, or his designated representative, for his concurrence.

PENSION PLAN

- 40. This pension plan resume is intended only **as** an outline of the plan's major provisions. The actual operation of the plan is covered under a separate agreement.
 - (a) The monthly amount of any pension payable at normal retirement age for those whoretire on or after July 7, 1984, is \$14.00 for each year of credited service (in the plan beginning July 7, 1984) to a maximum of thirty-five (35) years.

Pension in respect of service prior to July 7, 1984, will be determined in accordance with the terms of the pension plan for non-bargaining unit employees **as** of July 7, 1984, and payable from the pension plan for non-bargaining unit employees. Service subsequent to July 7, 1984, will be included for purposes of determining an employee's eligibility for vesting under the pension plan for non-bargaining unit employees.

Effective May 18, 1988, the amount will be increased to \$15.00.

The monthly amount of any pension payable at normal retirement for those who retire on or after May 18, 1992, is \$19.00 for each year of credited service to a maximum of thirty-seven (37) years.

The monthly amount of any pension payable at normal retirement for those who retire on α after May 17, 1993, is \$20.50 for each year of credited service to a maximum of thirty-seven (37) years.

The monthly amount of any pension payable at normal retirement for those who retire on or after May 16, 1994, is \$22.00 for each year of credited service to a maximum of thirty-seven (37) years.

Normal retirement pensioners will receive adjustments in pension **as** they become due during the life of this Agreement.

(b) **An** optional post retirement pension for surviving spouse is available. **An** employeemay elect to receive a reduced monthly pension to provide a pension for his spouse if she is living at the time of his death.

Employees who attain age fifty-five (55) and who have ten (10) or more years of credited service will have an automaticpre-retirement surviving spouse benefit in the event of death after age fifty-five(55), but before retirement. The benefit will provide the surviving spouse with a monthly pension equal to sixty-six and two thirds percent (66-2/3%) of the em-



ployees accrued benefit.

- (c) A disability retirement pension is available to **an** employee who becomes totally and permanently disabled after reaching his 45th birthday, and has completed ten (10) or more years of credited service.
- (d) Employees who have completed two (2) or more years of credited service and terminate their employment with the Company are entitled to receive a pension after their 65th birthday.
- (e) Employees with at least two (2) years of credited service may retire between ages 55 to 65 with a pension that is reduced .3 of 1% for each month prior to age 65, but after age 60, and .5 of 1% for each month prior to age 60, but after age 55.

Effective May 16, 1994, an early retirement option with no reduction in benefit isavailableatagesixty (60), provided the employee has a minimum of thirty (30) years of credited service.

- (f) Normal retirement date is the first of the month following your 65th birthday.
- (g) Credited service will be based on compensated hours rather than actual hours worked.

Absences due to an industrial injury, medical leave, and/or Union business will be counted **as** credited service.

- (h) The pension plan shall conform with the Canadian Human Rights Code.
- (i) Pension benefits accruedunder the salaried non-union pension plan will be frozen **as** of July 7, 1984. Benefits payable under this plan will be made in accordance with provisions of the Plan.
- (j) ICM/Krebsoge accepts full responsibility for funding of this pension plan, which came into effect September 15, 1989, pursuant to the requirements of the Ontario Pension Benefits Act, 1987.

DISCONTINUANCE OF PRODUCT LINE OR TRANSFER OF OPERATION

41.If there should be a discontinuanceof operation at the St. Thomas plant(s) or office(s) due to a transfer of jobs to another location, the Company will notify the Union in advance of such transfer and meet to discuss the possibilities and practicality of transfer of employees to the new location.

EFFECTIVE DATE-DURATION

42. This Agreement shall be effective **as** of the date of its execution by the parties. It shall thereafter continue in effect until and including the 17th of May 1995, and shall continue in effect thereafter from year to year **unless** eitherparty gives notice in writing to the other that it desires to amend, modify, or terminate it, not less than thirty (30) and not more than ninety (90) days prior to the expiration of any yearly term. If notice of intention to amend or modify is given by either party in writing, **as** in this paragraph provided, negotiations shall commence not later than twenty (20) days after the receipt of such written notice, **and** if such negotiations do not result in agreement prior to the yearly date of termination of this Agreement, then this Agreement may be extended by mutual agreement between the negotiating parties for such further time **as** may be necessary to complete negotiations. Not with standing the foregoing, any change or amendment in the **terms** of this Agreement may be negotiated by mutual agreement in writing between the Company and the Union.

43. **IN WITNESS** WHEREOF, the parties have caused this Agreement to be exexecuted by their duly authorized officers and representatives at St. **Themas**, Ontario Canada, on the 12th day of February, 1992.

For the Union:

M. Lefebvre K. Jagoe C. Sanders J. Nugent For the Company: N. Hayden E. Foster J. Pocrnic

SCHEDULE (A) - JOB TITLES

SR, PROCESS TECHNICIAN SR, MANUFACTURING **TECHNICIAN** SR, QUALITY TECHNICIAN SR, TOOL DESIGN TECHNICIAN

PURCHASING ASSISTANT POWDER MIX CO-ORDINATOR-SCHEDULER & EXPEDITER PROCESS TECHNICIAN **MANUFACTURING TECHNICIAN** QUALITY TECHNICIAN TOOL DESIGN TECHNICIAN

DATA ENTRY - TERMINAL OPERATOR SECRETARY PRODUCTION PLANNER

B

С

D

PAYROLL CLERK ACCOUNTING CLERK BILLING CLERK PRODUCTION CLERK GENERAL CLERK **SWITCHBOARD**OPERATOR ACCOUNTS PAYABLE CLERK **STENOGRAPHER**

А

	D. RATE sr. qual.tech.	D. RATE sr. mfg. tech.	D. RATE SR. TL. DESIGN	
<u> </u>		L L L L L L L L L L L L L L L L L L L	E STATE	PROGRESSION TO SR. THRU MERIT
PROCESS TECH C. RATE	quality tech. C. RATE	MANUF. TECH. C. RATE	TOOL DESIGN TECH C. RATE	

- (a) The Company will post only entry level "C" vacancies.
- (b) At the end of six (6) months at the top of Group "C", an employee, if qualified, will go to the bottom of Group "D" and will receive the salary increases automatically every six (6) months as per schedule "A", until the top of Group "D" is reached.

If not qualified to progress to the "D" Group, you will be evaluated again six (6) months thereafter.

NOTE: There will be separate evaluations for each of the technical positions.

- (c) Technicians will have an avenue of progression to the top of "D" Group.
- (d) In the event of a reduction of workforce, employees may bump to another technical progression based on previous occupational experience consistent with the Collective Agreement.
- (e) The existing titles such **as** Process Engineer and Manufacturing Engineer will remain only with the present so named:

G. Phillips - Electrical Technologist

NEW WAGE RATES

OFFICE CLERICAL & TECHNICAL UNION

EFFECTIVE MAY 19, 1992

	HIRE	6 MOS.	12 MOS.	18 MOS.	24 MOS.
GROUP "A"	19,323	19,971	20,618	26,265	21,914
GROUP "B"	21,914	22,563	23,211	23,859	24,564
GROUP "C'	24,624	25,271	26,567	27,864	29,418
GROUP "D"	31,103	31,751	32,400	33,047	33,953

NEW WAGE RATES

OFFICE CLERICAL & TECHNICAL UNION

EFFECTIVE MAY 16, 1994

	HIRE	6 MOS.	12 MOS.	18 MOS.	24 MOS.
*GROUP "A"	23,341	24,015	24,688	25,360	26,035
*GROUP "B"	26,035	26,710	27,384	28,058	28,791
*GROUP "C	25,609	26,282	27,630	28,979	30,595
GROUP "D"	32,347	33,021	33,696	34,369	35,311

*INCLUDES ALL PAY EQUITY ADJUSTMENTS

LETTER OF INTENT

SUBJECT: BUSINESS TRAVEL

It is understood and agreed by the parties that should **an** employee be asked to travel for business purposes that one of the following monetary arrangements would **apply:**

(a) Hours will be recognized and compensated for, from the arranged travel schedule prepared by the Company. (Extenuating circumstances will be considered.)

(Example: Flight Delays, etc.)

The schedule will begin **from** the time you are scheduled to leave up to the scheduled time you arrive at your work place and/or your motel.

- (b) Should the travel schedule not total the normal hours of work on a regular scheduled work day for the employee, the hours recognized will total the employee's regular day minimum.
- (c) Should the scheduledtravel **hours** plus working hours exceed the normal hours of work, then overtime hours **per** Article 27 will be recognized.
- (d)It is also understood and agreed by both parties that should **an** employee wish to waive the above provisions, other arrangements may be agreed upon between **the** Company and **the** employee.

This Letter of Intent will remain in effect until the termination date of our contract.

LETTER OF UNDERSTANDING

RE: PAYMENT OF LUMP SUM INCREASES

- 1. Each active employee on May 20, 1992 will receive a lump sum of \$850.00. Employees returning from leave after May 20, 1992, but before May 20, 1993, will receive the lump *sum* reduced by 1/12 for each month absent.
- 2. Each active employee on May 20, 1993 will receive a lump sum of \$850.00. Employees returning from leave after May 20, 1993, but before May 20, 1994, will receive the lump sum reduced by 1/12 for each month absent.

LETTER OF UNDERSTANDING

Employees who commenced medical or industrial leave prior to May 19, 1992 will be entitled to continue that leave up to a maximum of three (3) years,

SAFETY RULES

The Management of the plant is doing everything possible to make it a safe plant in which to work However, no mechanical safety device has yet **been** found to protect a careless worker. Therefore, a careful worker is the best safety device. **DON'T** TAKE **CHANGES!!!!**

- 1. Good Housekeeping is the **first** step towards safety. Keep your work area **neat** and clean.
 - (a) Do not leave material, parts, tools, or other articles in aisles or wherever they may cause a hazard to you or your fellow worker.
 - (b) Do not leave food refuse, wrappings, or rags laying around.
 - (c) Do not bring bottles into the working area of the plant.
- 2. Safety Glasses must be worn **a** all times while in the plant. Goggles or Face Shieldsmust be worn when grinding, chipping or welding. Goggles and Shields can be secured from the **Tool** Crib.
- 3. Compressed air is dangerous. Do not play with it. When it is necessary to use it, be sure there is **no** one within your area that might be injured by it. **NEVER** TURN IT **ON ANYONE.**
- 4. **Wear** good substantial shoes in good repair. **Toeless** or high heeled shoes are particularly dangerous. Safety shoes are recommended throughout the plant. Protective foot wear is compulsory on designated jobs.
- Do not tamper with safety devices!!! Report any conditions your supervisor. Do not operate any machine unless safety device is in perfect condition and adjustment.
- 6. Do not clean, adjust, oil or repair any machine while it is running. Shut if off first.
- 7. Do not wear rings or other jewellery in the plant.
- 8. Wear sensible clothes. Loose sleeves, ties or other loose clothing are a constant hazard.
- 9. Do not run in the plant or office area.
- 10.Report any dangerous condition to your supervisor immediately.
- 11.Report all bumps, bruises, scratches, strains or other injuries, no matter how small, to the First Aid Department at once. Have them treated and save your-self pain and loss of time.
- 12.Lift loads correctly. Keep back straight. Bend knees to pick up load. Avoid excessive loads. If you are in doubt how to lift correctly, see your foreman.
- 13. Hearing Protection must be worn at all times while working in areas so designated.

- 14.Long hair shall be suitably confined to avoid possible entanglement near any moving machinery or other devices.
- 15. Riding on Power Trucks or Hand Trucks is a dangerous act and will not be permitted on the premises.

RULES AND REGULATIONS

The following list of Rules and Regulations are requirements which are necessary for the protection of the **rights** of all employees and the Company. Through the mutual understanding and application of these Rules and Regulations cooperation and harmonious relations for the benefit of all *can* be promoted and maintained.

1. Attendance

Irregular attendance and/or frequent tardiness is costly to you, the operation, and your fellow employees. Continuous tardiness and absenteeism is subject to disciplinary action. When absent, the employee shall notify the Company, preferably before the **start** of his shift. Do not leave the premises during working hours unless granted permission by your supervisor.

2. Bulletin Boards

The posting of notices, posters, α bulletins without express permission of the Director of Human Resources (or his designate) is prohibited.

3. Cameras

Special permission is necessary before any cameras are permitted on the premises.

4. Time Sheet

Do not complete any time sheet but your own. Only authorized overtime will be paid. Employees must advise their supervisor when leaving the plant premises during working hours.

5. Conduct

All employees are expected to conduct themselves in an orderly, careful, and safe manner, protecting not only themselves and their fellow employees, but also employee and Company property.

6. Destruction of Property

Any wilful or malicious destruction of Company property, including the defacing of walls, is strictly prohibited.

7. Gambling

Gambling **of** any kind including placing **or** taking bets on the Company's premises will not be permitted.

8. Insubordination

Employees are expected to follow reasonable instructions and directions of supervision. Refusal to do *so* will be considered **as** insubordination.

9. Intoxication

Bring intoxicants on the premises or reporting for work under the influence of alcohol is dangerous and will not be allowed.

10.Passes

Removal of Company property from the premises, including scrap, is prohibited unless a pass is obtained from a duly authorized **person.**

11.Smoking

Smoking is permitted in the plant and offices **a** all times except in those areas restricted because of **fire** hazards. These restricted areas are designed by signs.

12.Solicitations

Solicitations on the Company **premises** may be conducted only with the express permission of the Plant Manager **or** his designate.

13.Waiting for Work

Employees waiting for job assignments will not disturb employees in any manner, at shift change time or other times.

14.Visitors

Visitors are permitted to the plant only by express permission of management.

15.Drugs

Illegal use, possession, transporting, selling, promoting the use of, being under the influence of, or reporting for **work** under the influence of:

- (a) narcotics
- (b) barbiturates
- (c) Mood meliorators
- (d) tranquillizers
- (e) hallucinogens

on company premises at any time is prohibited.

ALPHABETICAL INDEX

Absence for 3 Days	11
Arbitration	7
- B -	
Bereavement Pay	20
Bulletin Board	27
-C-	27
Call Back Time	19
Change of Address	10
Charles G	2
Check-off	1
Company	1
-D-	
Deduction for Dues	2
Discharge Cases	8
Discontinuance	28
Discipline	8
Discrimination	4
Dues - Union	2
-E	
Effective Date	28
Employee, Definition	- 1
Employee Leaving	-
Employee Leaving Bargaining Unit	15
-G-	
Grievance Procedure	6-8
Group Insurance	16-17
- H -	10-17
Health	10
Holidaya	
Holidays Hospitalization	21-23 16-17
Hours of Work	10-17
	19
-I-	
Insurance	16
-J-	
Job Class	25-26
Job Titles	30
Jury Duty Pay	20
-L-	
Layoff	9-11
Leave of Absence	11-12
Life Insurance	16
Loss of Seniority	10
-M-	10
Management Rights	3-4
Maternity Leave	3-4 11
Membership Dues	2
Medical Benefits	1-16
Miculcal Delicilla	1-10

-N-	Page
New Employees	11
No Lockouts	5
No Strikes	5
Notice Board - Union	27
-0-	
OfficeCommittee	5
OvertimeP-	18
Pay Day	25
Pension Plan	27-28
Posted Vacancies	15
probationaryEmployees	11
Promotions	13-16
Purpose of Agreement	1
Recognition	1
Relationship	4
Reporting for Work Pay	19
Rest Periods	18
Rules and Regulations	38-39
- S -	
Safety Precautions	26
Safety Rules	37-38
Salary Labour Groups "A"	33
Seniority	9-11
shift Alowance	19
Shift Assignments	20
Shop Rules	26
Special Clothing	26 16-18
Surgical Benefits	10-18
Temporary Transfers	15
- U -	
Union Dues	2
Union Membership	2
-V-	
Vacancy Notice	4
Vacations	23-25
-W-	
Work Day	18
Weekly Indemnity	16-17

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