

**COLLECTIVE AGREEMENT
BETWEEN
EDSCHA OF CANADA**

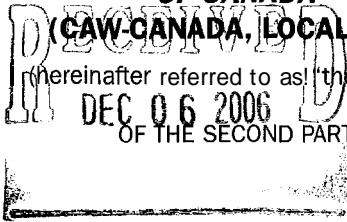
(hereinafter referred to as "the Employer")

OF THE FIRST PART

- and -

**NATIONAL AUTOMOBILE,
AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION
OF CANADA
(CAW-CANADA, LOCAL 199)**

(hereinafter referred to as "the Union")



OF THE SECOND PART

TERM: April 9, 2005

to

April 9, 2008

(With an extension to September 8, 2008)

11189 04

INDEX

ARTICLE	PAGE
1. PURPOSE.....	2
2. SCOPE & RECOGNITION.....	2
3. MANAGEMENT RIGHTS.....	3
4. UNION SECURITY.....	5
5. NO STRIKES OR LOCK-OUTS.....	8
6. UNION REPRESENTATION.....	9
7. NO DISCRIMINATION.....	15
8. GRIEVANCE PROCEDURE.....	20
9. SUSPENSION & DISCHARGE CASES.....	25
10. ARBITRATION.....	27
11. SENIORITY.....	31
12. LAYOFF & RECALL.....	33
13. JOB POSTING	38
14. BULLETIN BOARDS.....	43
15. LEAVE OF ABSENCE	43
16. HEALTH AND SAFETY.....	46
17. VACATIONS.....	51
18. PAID HOLIDAYS.....	55
19. HOURS OF WORK	58
20. OVERTIME.....	60
21. SHIFT PREMIUM	68
22. BEREAVEMENT LEAVE.....	68
23. REPORTING PAY	70
24. CALL-BACK PAY	71

25. JURY DUTY.....	71
26. JOB CLASSIFICATIONS AND RATES OF PAY	72
27. FRINGE BENEFITS.....	73
28. EDUCATION ASSISTANCE.....	79
29. NEW EMPLOYEE ORIENTATION.....	80
30. NEW JOB.....	80
31. INCAPACITATED EMPLOYEES.....	81
32. SUBSTANCE ABUSE	84
33. TERM OF AGREEMENT.....	85
SCHEDULE “A” - WAGES.....	87
SCHEDULE “B”	89
SKILLED TRADES AGREEMENT	90
LETTER OF INTENT #1 - Bargaining Unit Work.....	102
LETTER OF INTENT #2 - Contracting Out (Production).....	103
LETTER OF INTENT #3 - Students	103
LETTER OF INTENT #4 - Partial or Total Plant Closure	104
LETTER OF INTENT #5 - WSIB Forms	106
LETTER OF INTENT #6 - Job Placement.....	106
LETTER OF INTENT #7 - Schedule Changes.....	106

LETTER OF INTENT #8 - Mutual Trades	107
LETTER OF INTENT #9 - Personnel Files.....	107
LETTER OF INTENT #10 - Trades Work Out of Classification	107
LETTER OF INTENT #11 - Sickness and Accident Coverage	108
LETTER OF INTENT #12 - New Equipment and Progressive Die Press.....	108
LETTER OF INTENT #13 - Leadhand Selecting	109
LETTER OF INTENT #14 - Financial	109
LETTER OF INTENT #15 - Agency Employees	110

THIS AGREEMENT made and entered into this
9th day of April, 2005.

BETWEEN:

EDSCHA OF CANADA
(hereinafter referred to as “the Employer”)

OF THE FIRST PART

- and -

**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS
UNION OF CANADA
(CAW-CANADA, LOCAL 199)**
(hereinafter referred to as “the Union”)

OF THE SECOND PART

ARTICLE 1

PURPOSE

- 1.01 The purpose of this Agreement is to provide orderly collective bargaining relations between the Employer and its employees covered by this Agreement through the Union, to secure prompt and fair disposition of grievances, to secure the efficient operation of the Employer's business without interruption or interference with work and to provide fair wages, benefits, hours and working conditions for the employees. It is recognized by this Agreement to be the desire of the Employer, the Union and the employees to co-operate fully, individually and collectively for the advancement of the said conditions.

ARTICLE 2

SCOPE & RECOGNITION

- 2.01 This Agreement shall apply to all employees in the bargaining unit, that is, all employees of Edscha of Canada in Niagara Falls, save and except foreperson, persons above the rank of foreperson, office, sales and technical staff, students employed regularly during the school vacation period. The employer will not use agency employees for scheduled production work. The employer may use agency employees in

situations of customer or supplier problems or complaints, which require prompt attention. The union will be notified of and permitted to review such letters from the customer.

- 2.02 The Employer recognizes the Union as the sole collective bargaining agent for all employees of the Employer in the bargaining unit as defined above.

ARTICLE 3

MANAGEMENT RIGHTS

- 3.01 The Union recognizes and acknowledges that the management of the plants and their facilities and direction of the working forces are fixed exclusively in the Employer and without limiting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency and in connection therewith to make, alter and enforce from time to time reasonable rules and regulations, policies and practices to be observed by its employees, discipline or discharge employees for just cause, subject to the grievance and arbitration procedure provided for in this Agreement, except in the case of termination of a probationary

- employee. The Employer will review any new and revised rules and regulations, and have meaningful discussion with the union prior to publication or implementation;
- (b) select, hire, transfer, assign to shifts, promote, demote, classify, lay off, recall, retire employees at normal retirement age or select employees for positions excluded from the bargaining unit;
 - (c) establish and administer reasonable tests for the purpose of assisting the Employer in determining an employee's qualifications, for the purposes of promotions, transfers, layoffs and recalls, and require medical examinations and where there is a dispute, the opinion of a mutually agreed doctor will be obtained; and
 - (d) determine the location of operations, and their expansion or their curtailment, the subcontracting of work, the number of shifts, the methods and processes to be employed, quality and quantity standards, the establishment of job classifications; determine the reasonable qualifications of an employee to perform any particular job; the nature of tools, equipment and machinery used and to use new

or improved methods, machinery and equipment, change or discontinue existing tools, equipment, machinery, methods or processes; decide on the number of employees needed by the Employer at any time, and when overtime shall be worked.

- 3.02 The Employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Agreement and the express provisions of this Agreement constitute the only limitations upon the Employer's rights.

ARTICLE 4

UNION SECURITY

- 4.01 During the term of this Agreement, the Employer agrees to deduct regular weekly Union dues or a sum equivalent to the regular weekly Union dues and initiation fees as certified by the Union to be currently in effect according to the Constitution and By-laws of the Union from the wages of each employee, from the first full pay period of each calendar week and to remit the amount so deducted to the Financial Secretary of the Local 199, CAW, no later than the first (1st) day of the following month.
- 4.02 As a condition of their continued employment, all present employees who are members in good standing of the

Union shall remain members in good standing of the Union in accordance with the Constitution and By-laws of the Union and all future employees hired subsequent to that date, shall, upon employment with Edscha of Canada, become and remain members in good standing of the Union in accordance with the Constitution and By-laws of the Union.

- 4.03 As a condition of their continued employment, all employees shall be required to execute and deliver to their Employer an authorization for deduction of their regular weekly Union dues, as well as permission to release to the Union their personal address.
- 4.04 If an employee, because of illness from work due to compensable or non-compensable sickness or injury, or approved leave of absence, has no earnings during the first pay period of the month, dues deducted shall be deferred to his next pay period, subject to Article 4.05 of this Agreement.
- 4.05 No deductions shall be made from the pay of any employee covered by this Agreement in any month, where such employee worked less than a total of forty (40) hours. Paid vacation days and paid holidays will be considered as days worked for the purpose of this Article only.
- 4.06 A list of the total number of seniority employees along with sums deducted

pursuant to the above provisions shall be remitted by the Employer to the Financial Secretary of Local 199, together with the above remittance. This list will contain employee's names along with the amount of such deductions and, in the case of an employee in respect of whom no deductions were made, the reason.

- 4.07 The Union will notify the Employer in writing two (2) weeks in advance of the relevant month of any changes in the weekly deductions to be made.
- 4.08 The Employer agrees to include on an employee's T-4 slip for income tax purposes the total Union dues paid for the year.
- 4.09 The Union shall indemnify and save harmless the Employer against any and all suits, actions, causes of action, claims and demands or any other form of liability arising as a result of any action taken by the Employer for the purpose of complying with this Article.
- 4.10 The Union will not nor will any employee engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the Employer's permission.
- 4.11 The Employer will supply to the Union Committee four (4) times per year the following information and send a copy to the local Union office:

- (a) employees who acquire or break seniority;
- (b) employees by rate, classification and social insurance number;
- (c) employees transferred into or out of the bargaining unit.
- (d) employees on leave of absence;
- (e) employees on sickness and accident and compensation and the date of commencement;
- (f) layoffs and recalls;
- (g) a list of forepersons and supervisors;
- (h) copy of the dues check off list monthly to the Chair.

4.12 The Employer will provide the union exclusive use of an office with telephone, exclusive use of a filing cabinet, current computer, e-mail and internet privileges, subject to Company policy.

ARTICLE 5

NO STRIKES OR LOCK-OUTS

5.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the lifetime of this Agreement, there will be no strike, slowdown or stoppage of or

interference with work or production, either complete or partial, and the Employer agrees that there will be no lockout of employees.

ARTICLE 6

UNION REPRESENTATION

6.01 The Employer will recognize a Plant Committee of seven (7) committee persons, one of whom shall act as Plant Committee Chairperson and be selected by the membership of the Union from among the employees. During negotiations the issue came up about the number of committee people - The union agreed to address at local elections. Committee persons shall be selected to represent each of the following areas:

- (a) Day shift - Production-
two (2) committee persons
- (b) Afternoon shift - Production-
two (2) committee persons
Midnight shift - Production-
one (~~1~~) committee person
- (c) One (~~1~~) committee person shall be a skilled trades person who shall represent the trades. It is understood that the trades-committee person will only represent skilled trades people.

- (d) For each additional 200 employees added to the current workforce of 253 an additional committee person will be added.
- (e) Where there is a dispute in respect to a standard the parties agree to utilize the services of Maynard. The union chairperson will be involved in the subsequent resolution of the dispute.

When the Chairperson is also the skilled trades committee person, the Employer will recognize a committee of six (6) persons.

The Chairperson and Skilled Trades committee person shall be assigned to steady day shift. In the event the Chairperson and the Skilled Trades committee person are in the same trade such day shift guarantee is not applicable and where there are three or less persons in the trade, these two individuals will be scheduled on opposite shifts.

One additional committee person shall be selected to represent Midnight Shift Production when the number of employees on that shift exceeds twenty-five (25).

The union committee chair will be paid eight (8) hours per day by the Company to perform union duties.

- 6.02 Areas of representation may be modified from time to time by mutual agreement

between the Employer and the Union. The Union may select or elect an alternate committee person for each area set out in Article 6.01 who may act only in the absence of the committee person.

- 6.03 Committee persons referred to above may investigate and process grievances in accordance with the grievance procedure set out in this Agreement.
- 6.04 Subject to Article 6.01, the Employer will recognize the Plant Committee as a negotiating committee of not more than five (5) committee persons for the purpose of renegotiating this Agreement. The Employer agrees to recognize a representative from the National Union and/or the President of the Local Union as part of the Negotiating Committee.
- 6.05 The Union shall notify the Employer in writing of the names of the committee persons and alternate committee persons and the Employer shall not be required to recognize any such committee person until it has been so notified.
- 6.06 For purposes of seniority, all committee persons and the plant Chairperson will be treated as any other employee until the point where they shall be laid off from the plant. At this time the following procedure will apply:
 - (a) Regardless of seniority, the Plant Chairperson shall be kept at work on

his job, if available, and where not available, he will be offered a job within the lowest classification working within the bargaining unit;

- (b) The committee persons will for the purpose of seniority, faced with a permanent or indefinite layoff, have preferred seniority on their shift for representation purposes. If their shift is eliminated, they will then exercise their seniority against a member of the committee with less seniority. Failing this they will exercise their plant seniority, provided, in all cases, they are qualified to perform all work in question.
- (c) The plant chairperson will be free to bid on any posted job for which he is qualified. Should the Company not be able to place him in a position for which he would otherwise be entitled, due to the time required for his union duties, he will be paid the rate of the position he would otherwise have been in. Upon completion of his term he will be placed in the position.

6.07 No committee person shall leave his work or enter the Plant on other than his normal shift to investigate or process any grievance or conduct Union business with the Employer without the prior consent of his immediate foreperson. No committee

person will enter any department or line other than his own without first obtaining consent of the foreperson of that department or line. It is understood that committee persons will not absent themselves from their regular duties without the prior consent of their immediate foreperson. Such consent shall not be unreasonably withheld and the foreperson shall have a reasonable period of time, reasonable shall be deemed to be twenty (20) minutes, to obtain a replacement so as to ensure that there will be no interruption of production. Committee persons shall report back to their foreperson at the time they return to work.

- 6.08 The Union's National Representative or his designate will not enter any premises of the Employer without obtaining the prior consent of the General Management or representatives.
- 6.09 The Union may conduct voting procedures among employees of the Employer on the Employer's premises in an area and at a time agreed to by the Employer provided that all such activities are conducted during non-working hours.
- 6.10 The Employer will pay committee persons or the grievor at their regular rate for Employer approved regular time lost in processing complaints, grievances or in the administration of this Agreement

excluding arbitration hearings and negotiations, provided that the amount of time so spent is not unreasonable.

- 6.11 The Union's National Representative or his designate and the Local Union President may be present at meetings between the Employer and the Plant Committee when the Plant Committee so requests. The Employer shall be so advised in advance of the meeting.
- 6.12 When an employee wishes to see his committee person he shall inform his immediate foreperson who shall inform the committee person, subject to Article 6.07. It is agreed, that the employee will be permitted to see his committee person within twenty (20) minutes of the request.
- 6.13 The Committee and the Employer will meet as required at times mutually agreed upon at least monthly, and scheduled so as to minimize the time away from work. The purpose of these meetings is to discuss and resolve matters of mutual concern that either party may raise. A statement of matters to be discussed will be submitted with the request. The Employer shall supply the meeting room during regular working hours.
- 6.14 Upon written notification from the Union that they shall reimburse the Employer, the Employer will continue payment for all Union leaves and charge back the

Local Union Financial Secretary on a monthly basis for all actual lost time wages. The Employer will provide a list of those employees who had Union leave. The Local Union Financial Secretary will provide the Employer with a letter confirming the above.

ARTICLE 7

NO DISCRIMINATION

- 7.01 There shall be no discrimination, by the Employer or the Union, or any employee, in contravention of the Ontario Human Rights Code.
- 7.02 All references to employees in this Agreement include both male and female and whenever the male or female gender is used, it shall be construed to include both male and female employees.
- 7.03 **Workplace Harassment Policy:** Complaints of alleged sexual harassment by members of the bargaining unit will be handled with all possible confidentiality by the Joint Committee consisting of the Local President and/or Plant Chairperson of the Union and Officers and/or Human Resources Manager of the Employer.

The Company, Edscha of Canada and the CAW are committed to providing a harassment-free workplace. Harassment

is defined as a "course of vexatious comment or conduct that *is* known or *ought* reasonably known *to* be unwelcome," that denies individual dignity and respect on the basis of the grounds such as: gender, disability, race, colour, sexual orientation or other prohibited grounds, as stated in the provincial Human Rights Code. All employees are expected to treat others with courtesy and consideration and to discontinue harassment.

The workplace is defined as any Company facility and includes areas such as offices, shop floors, rest rooms, cafeterias, lockers, conference rooms and parking lots.

Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:

- Unwelcome remarks, jokes, innuendo's, gestures or taunting about a person's body, disability, attire or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship or ancestry;

- Practical jokes, pushing, shoving, etc., which cause awkwardness or embarrassment;
- Posting or circulation of offensive photos or visual materials;
- Refusal to work or converse with an employee because of their racial background or gender, etc.
- Unwanted physical conduct such as touching, patting, pinching, etc.
- Condescension or paternalism which undermines self-respect;
- Backlash or retaliation for the lodging of a complaint or participation in an investigation.

Harassment is not: Harassment is in no way to be construed as properly discharged supervisory responsibilities, including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual. Neither is this policy meant to inhibit free speech nor interfere with normal social relations.

Filing a complaint: If an employee believes he/she has been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions

that may be taken to put a stop to it:

- Request a stop of the unwanted behaviour;
- Inform the individual that is doing the harassing or the discriminating against you that the behaviour is unwanted and unwelcome;
- Document the events, complete with times, dates, location, witnesses and details;
- Report the incident to Supervisor/ Committee Person/ Representative.

However, it is also understood that some victims of discrimination or harassment are reluctant to confront their harasser, or they may fear reprisals, lack of support from their work group, or disbelief by their supervisor or others. In this event, the victim may seek assistance by reporting the incident directly to any Company Official/Union Representative.

Investigations: Upon receipt of the complaint, the Supervisor/Committee Person contacted will immediately inform their respective managers. The parties will then interview the employee and advise the employee if the complaint can be resolved immediately or if the complaint will be forwarded to the Human Resources Manager and the Plant Chairperson.

A formal investigation of the complaint will then begin by the parties interviewing the alleged harasser, witnesses and other persons named in the complaint. Any related documents may also be reviewed. Should the complaint involve sexual harassment/discrimination, the process will include a woman, if possible.

Resolution: The parties will then complete a report on the findings of the investigation. The Chairperson and Human Resources Manager will make a determination on an appropriate resolution, in an attempt to resolve within ten (10) days and ensure the resolution is fair and consistent with the intent of the Company and National CAW policy regarding discrimination and harassment in the workplace.

Right to refuse: An employee alleging harassment in the workplace is encouraged to use the above procedure to resolve a complaint. However, it is agreed that when the safety of an employee is being threatened, it may be necessary for that employee to leave the job. In such, the complainant advises the Supervisor, who in turn advises the Union representative.

The complainant details the complaint in a written statement with the parties.

The Human Resources Manager, the Plant Chairperson and parties then conduct a thorough investigation.

The complaint will be reassigned to a suitable area, where appropriate, or where the parties agree that the circumstances warrant it, the complainant may be sent home temporarily without loss of pay.

The pursuit of frivolous allegations through the Human Rights Complaint Procedure has a detrimental effect on the spirit and intent for which this policy was rightfully developed and should be discouraged.

All employees have the right to file a complaint with the provincial Human Rights Commission and to seek redress under the Human Rights Code.

All documentation is to be secured in a location agreeable to all parties.

- 7.04 The Employer and the Union agree that there will be no intimidation, coercion or restraint exercised or practiced upon employees of the Employer by any of its members or representatives, or by the Union or by other employees.

ARTICLE 8

GRIEVANCE PROCEDURE

- 8.01 The purpose of this Article is to establish a procedure for the settlement of grievances.

8.02 An employee who has a complaint relating to the interpretation, application, administration or alleged violation of this Agreement shall discuss his complaint with his immediate supervisor. The employee may have the assistance of his committee person, should he so request. Such a complaint shall be brought to the attention of the immediate supervisor within two (2) working days of the time when the incident giving rise to the complaint became known or ought reasonably to have become known to the employee. The immediate supervisor shall state his decision verbally within two (2) working days of receiving the complaint. Any request by an employee to discuss a complaint or grievance with his immediate supervisor, with the committee person in attendance, if requested, shall be granted within a reasonable period of time. The employee will be informed of his/her right to have a committee person present.

It is agreed that the period of time which a committee person and employee are permitted to converse or process/write-up a grievance will be twenty (20) minutes.

STEP 1

Should the employee be dissatisfied with the supervisor's disposition of the complaint, he may, with the assistance

of his committee person, refer such matters on a written grievance form supplied by the Employer to his immediate supervisor, who shall answer the grievance, in writing, within three (3) working days. The complaint shall constitute a formal grievance at Step 1 and shall be filed no later than three (3) working days from the date of the immediate supervisor's reply to the complaint. The grievance shall contain a statement of the facts relied upon, indicate the Articles of the Agreement which are alleged to have been violated, indicate the relief sought and must be signed by the employee.

STEP 2

Should the employee be dissatisfied with the disposition of the grievance at Step 1, the grievance may be referred to the department superintendent/manager, who shall answer the grievance in writing, within *two* (2) working days. The grievance must be filed with the department superintendent/manager within two (2) working days of the receipt of the immediate supervisor's reply to Step 1. A meeting shall be held, attended by the committee persons, Chairperson and the department superintendent/ manager within the two (2) day period.

STEP 3

If no settlement is reached at Step 2 the

grievance may be referred to Step 3 within five (5) working days of receipt of the reply of the department superintendent/manager. The Grievance Committee and representatives of management shall meet to discuss the grievance within five (5) days of receipt of the referral. The Grievance Committee shall consist of the Chairperson and the area committee person responsible for the grievance. The Union's National Representative and/or the Local Union president and the grievor may be in attendance at this meeting. If the grievance is not settled it may be referred to arbitration as hereinafter provided. The Employer will provide its reply to the grievance, in writing, within five (5) working days of the Step 3 meeting.

POLICY GRIEVANCE

8.03 The Union or the Employer may initiate a grievance beginning at Step 3 of the Grievance Procedure. Such grievance shall be filed within ten (10) working days of the incident giving rise to the complaint and be in the form prescribed in Step 1. Any such grievance may be referred to arbitration under Article 10 by either the Union in the case of a Union grievance or the Employer in the case of an Employer grievance. The Union may not institute a grievance directly affecting an employee or employees, which such employee or employees

could themselves institute and the regular Grievance Procedure shall not thereby be by-passed.

- 8.04 Any complaint or grievance which is not commenced or processed through the next stage of the Grievance or Arbitration Procedure within the time specified shall be deemed to have been abandoned. However time limits specified in the Grievance Procedure may be extended by mutual agreement, in writing, between the Employer and the Union.
- 8.05 The Union may withdraw, without precedent or prejudice to any case, a grievance which has been referred to any step of the Grievance Procedure, and the Employer may settle if mutually agreed to, without precedent or prejudice to any other case, a grievance which has been referred to any step of the Grievance Procedure.
- 8.06 Where the resolution or withdrawal of any grievance is subsequently appealed through the appeals procedure established by the CAW constitution appeals procedure, and such appeal is upheld, the grievance shall be considered timely and shall be processed to the appropriate step of the Grievance Procedure. The Employer, however, shall not be responsible for any monetary liability from the date the grievance was first resolved or withdrawn

and the date when, as a result of the appeal, it is processed to the appropriate step of the Grievance Procedure.

ARTICLE 9

SUSPENSION & DISCHARGE CASES

- 9.01 An employee who is discharged or suspended shall be given a reasonable opportunity to an interview with his committee person and/or plant chairperson, if requested, in a private area designated by the Employer before leaving the Employer's premises.
- 9.02 An employee who has completed their probationary period and who is suspended or discharged may file a grievance at Step 3 of the Grievance Procedure within five (5) working days after such discharge or suspension. The grievance will be heard within five (5) days of a non-workingsuspension or discharge.
- 9.03 Where a grievance which is filed under Article 9.02 is not settled and duly comes before an arbitrator, the arbitrator may make a ruling, subject to this Article and to Article 10:
- (a) confirming the Employer's action;
 - (b) reinstating the employee with or without compensation for time lost. The arbitrator shall consider the

amount of any remuneration or compensation the employee has received from any other source pending the disposition of his case; or

(c) disposing of the grievance in any other manner which may be just and equitable.

9.04 An employee who is reinstated under Article 9.03 (b) or (c) shall not lose his seniority status.

9.05 During the probationary period an employee shall be considered as being employed on a trial basis and may be discharged where the employee is considered, in the judgment of the Employer, to be unsuitable. The discharge of a probationary employee shall not be the subject of a grievance and/or arbitration pursuant to the provisions of this Agreement. A probationary employee who maintains he has been unjustly terminated shall have the right to have his case reviewed by the Human Resources Manager with the chairperson in attendance.

9.06 An employee who is to receive a written warning, suspension or discharge shall have a committee person present at any meeting held for this purpose. The Employer will provide a copy of the notice of written warning, suspension or discharge to the employee's committee

person. The employer shall advise an employee that he/she is being disciplined within ten (10) working days of when the Employer became aware of the infraction giving rise the discipline, or when it ought reasonably to have been aware of the infraction. This period may be extended by mutual agreement.

- 9.07 In the event that a period of twelve (12) continuous working months has elapsed since a written discipline was issued to an employee and no further written discipline or suspension has been placed upon such employee's personnel record during the twelve (12) month period, such written discipline shall be removed from the employee's personnel record. However, discipline imposed for lateness will be removed from the employee's record in all cases after twelve (12) months.

ARTICLE 10

ARBITRATION

- 10.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation *is* made that this Agreement has been violated, either party may, after exhausting the Grievance Procedure established by this Agreement, notify the other in writing of

its desire to submit the difference or allegation to arbitration. The notice shall be delivered to the other party within thirty (30) calendar days of the reply under Step 3. This notice shall be responded to within fifteen (15) days.

10.02 The arbitrator shall be selected by the parties from the following list:

G. Charney
Felicity Briggs
Professor I. A. Hunter

In the event that the arbitrator selected by the parties is unable to act, the particular case will be referred to another named arbitrator on the list.

10.03 The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and any employee affected by it.

10.04 Each of the parties hereto will jointly share the fees and expenses of the arbitrator, if any.

10.05 The arbitrator shall not be authorized to make a decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.

10.06 The Grievance commissioner shall have the same powers and be subject to the

same limitations as an arbitrator appointed pursuant to the regular arbitration procedures.

In order to have a grievance proceed through the Commissioner System, both parties must agree, in writing. When such an agreement is reached, and a grievance is referred to the Commissioner, the decision is final and binding.

The rules governing the summary proceedings of the Grievance Commissioner are set out as follows:

- (a) The decision of the grievance Commissioner shall be confined to the grievance referred to him or her. Such decision must be consistent with the provisions of this Agreement and the Grievance Commissioner shall have no power to alter, modify or amend any part of this Agreement.
- (b) The decision of the Grievance commissioner, shall only apply to the case before him or her and shall not constitute a precedent or be used by either party as a precedent in any future cases. however, with respect to the case in question, the grievance Commissioner's decision shall be final and binding upon the Company, the Union and the employees represented by the Union.
- (c) The Union and the Company shall be

responsible for one half of any fees or expenses charged by the Grievance Commissioner.

- (d) The parties shall meet at least thirty days prior to the scheduled hearing date set by the Grievance Commissioner in order to determine what facts can be agreed upon. All such facts will be put together in joint Agreed Statement of Fact by the parties. In addition, a joint Statement of Evidence will be prepared by the parties which will outline all facts and assertions that cannot be agreed upon that each party considers relevant and intends to call evidence in respect of at the hearing of the case. Both the Agreed Statement of fact and the Statement of Evidence will be signed by both the Company and the Union and will be provided to the Grievance commissioner at least ten (10) days before the commencement of the grievance hearing.
- (e) The purpose of the hearing is to clarify the issues or facts in dispute. At the hearing, the parties may make such further representations or present such evidence as the Grievance Commissioner may permit or require, but the Grievance Commissioner shall not be obligated to conform to the rules of evidence.

- (f) The Grievance Commissioner shall be required to render his decision, in writing, together with brief written reasons, within seven (7) days of the conclusion of the hearing.

It is understood and agreed that any grievance that is mutually agreed to be referred to a Grievance Commissioner, cannot be unilaterally withdrawn by the Company or the Union from that process and referred to arbitration pursuant to the regular arbitration procedure contained in this Agreement, either before a decision has been rendered by the Grievance Commissioner or at any time thereafter.

ARTICLE 11

SENIORITY

- 11.01 Seniority shall mean an employee's length of continuous service with the Employer. An employee shall maintain and accumulate seniority while he is in the employ of the Employer after he has completed his probationary period as set out in Article 11.02 below, subject to Article 11.04.
- 11.02 A newly hired employee shall serve a probationary period of fifty (50) days worked within a twelve (12) month period and shall have no seniority rights during this period. Upon completion of this

probationary period, a new employee shall have his seniority dated back to his original date of hire by the Employer. Where two or more employees acquire seniority on the same date, they shall be added to the seniority list in order of S.I.N. beginning with 1 and ending with 0.

- 11.03 Seniority lists, including those with recall rights, will be supplied to the Union quarterly and posted on a bulletin board. An address list sorted alphabetically by surname will be supplied to the Union quarterly for all employees appearing on the seniority lists.
- 11.04 Seniority once established for an employee shall be forfeited and the employee's employment shall be deemed to be terminated under the following conditions.
- (a) if he voluntarily quits;
 - (b) if he retires;
 - (c) if he is discharged for any cause and not reinstated through the Grievance Procedure;
 - (d) if he fails to report after layoff or leave of absence in accordance with the provisions of this Agreement;
 - (e) in the case of an employee of less than one (1) year seniority, if the layoff is for twelve (12) months, and in the case of an employee with

more than one (1) year seniority, if the layoff exceeds the employee's accumulated seniority.

- (f) if he is absent from work for three or more scheduled consecutive working days without notifying the Employer. The Employer will notify the chairperson on the second day of absence under Article 11.04 (f), so long as it is understood that oversight by the Employer to do so shall not invalidate a self-termination under that provision.

11.05 Effective April 9, 1999, employees promoted to non-bargaining unit positions will forfeit all bargaining unit seniority.

11.06 In the event an employee becomes physically handicapped or incurs a permanent or partial disability and is no longer able to perform the normal required duties of their job within a classification but is able to perform other duties, will, by agreement between the Employer and the Union, be assigned to or retrained at an operation within his capacity at the current rate of pay for such work.

ARTICLE 12

LAYOFF & RECALL

12.01 Where a lay-off is anticipated by the employer the Chairperson of the

bargaining committee will be notified at least 5 days in advance of such layoff where practicable. The employer will endeavour to give employees 5 calendar days notice of lay-off where practicable. The Employer will endeavor when practicable to commence layoffs at the start of the week. If there is no employee in his/her classification who he/she can displace, he/she shall replace the most junior employee in another classification, provided the result is not a higher classification. The Company and Union will mutually agree to a reasonable time period for training within three (3) days after placement takes place.

(a) Senior employees may elect to take a layoff for a period not to exceed 13 weeks provided that all vacation entitlement has been scheduled and the Company's operational requirements can be met by the remaining employees.

12.02 An employee who is reduced from his classification because of a layoff other than a temporary layoff as defined in Article 12.05, may exercise his seniority by replacing the most junior employee in his classification.

12.03 (a) Employees shall be recalled from layoff in order of seniority provided they are qualified to perform the work required with the exception of

the CNC equipment operators who must have operated the equipment in the last twelve (12) months.

- (b) In cases where the recall of an employee who is on indefinite layoff will be for a short duration (13 weeks or less) the Employee will not be required to return to work on this recall and will be maintained on the recall list. It is recognized that the period of the recall is a projection only, and the Company will not be liable in any manner in cases where the actual recall period varies from the projected recall period. In all such cases the employee will simply be advised that the recall is projected for a period of thirteen (13) weeks or less.

12.04 Any employee reduced from his former classification will be provided an agreed upon form, supplied by the Employer, to make application to return to his most recently held classification. He must complete this form within thirty (30) days of his reduction or within thirty (30) days of recall. The application form will be valid for up to twelve (12) months from the date of reduction and will be honoured in line with his plant wide seniority and will take preference over Article 13 (Job Posting). An employee who has been reduced from his classification will only be deemed to be

permanently recalled to his former classification if he is recalled and works at least thirty (30) consecutive working days in his former classification. Any such time worked in the former classification will be added to the twelve (12) month period during which the employee has the right to be returned to his former classification. It will be the responsibility of the employee to complete the form.

12.05 Articles 12.01 and 12.03 will apply in cases of layoffs of three (3) working days or less, where major lines or areas are affected and re-assignments are not practical. This provision will not be exercised by the Employer more than two (2) times per contract year. Articles 12.02 and 12.03 however shall apply in cases of layoffs of three (3) working days or less in the equipment/machine operator classification. In cases of unforeseen circumstances the parties will meet to attempt to resolve any outstanding concerns.

12.06 When recalling an employee after layoff, he shall be notified by registered mail and allowed five (5) working days after receipt of notice to report for work and, in the meantime, if an employee is recalled and is not immediately available for work, other employees in seniority standing may be recalled but shall be temporarily employed until the senior

employee reports within the five (5) working day period as outlined. An employee to whom a registered letter is sent in accordance with this Article must contact the Human Resources Department within forty-eight (48) hours of the notice of return to work if he wishes the Employer to hold the job open for him for the full five (5) day working period. It shall be the employee's responsibility to keep the Employer notified as to any change in his address or telephone number so that they will be up-to-date at all times.

12.07 The Employer will contact by telephone those employees to whom registered letters have been sent before contacting other less senior employees by telephone to return to work temporarily. If an employee to whom a registered letter has been sent reports to work and displaces an employee temporarily recalled from layoff, the Employer will be under no obligation to provide notice of layoff or pay in lieu thereof to the employee so displaced.

12.08 Students and probationary employees in the aforementioned order, will be laid off first.

ARTICLE 13

JOB POSTING

13.01 When a new job classification is created or employees are permanently required in an existing job classification, the Employer will post a notice of the vacancy for a period of five (5) working days on the bulletin board. The notice will specify the nature of the job, the shift, qualifications required for the job and the rate of pay. An employee who wishes to be considered for the position so posted shall signify his desire by making formal application to his immediate foreperson on a form supplied by the Employer. The employee will receive a copy of his application at the time submitted, initialed by the foreperson.

In filling any posted vacancy under this Article, the Employer will consider the requirement and efficiency of operations, and the Employer will select the senior applicant provided he has the skill, ability and qualifications to perform the normal work efficiently.

All job postings shall be reviewed by a two-person committee, one representing the Employer and one representing the Union, before a selection is made. Where no consensus is reached with both parties acting reasonably, the senior candidate will be placed on the job for a ten (10)

working day period to demonstrate his/her ability to perform the job with adequate training provided. In the case of an unsuccessful attempt, a written assessment will be done by the Supervisor in the area which will be shared with the Union and the employer. If the senior person is not successful, of the original applicants the next most senior of these will receive the assignment provided he has the skill, ability and qualifications to perform the work efficiently.

- 13.02 The vacancy resulting from the placing of the successful applicant in a position so posted will also be posted but any further vacancy may be filled by the Employer without posting. Should any successful applicant be unsatisfactory, the applicant will be returned to his former job. The position for which he was unsuccessful may be filled without further posting based on the original posting.

If a job is not filled as a result of the posting, or if no suitable applicants are received, the Employer reserves the rights to fill the position.

- 13.03 Temporary vacancies shall not be deemed to be vacant for the purpose of this Article. Temporary vacancies shall be defined as vacancies of less than thirty (30) working days duration. In the event the Employer knows the vacancy

will exceed the thirty (30) working days due to illness, accident or leave of absence, the Employer will post the vacancy with a Temporary Job Posting, under the same provisions as outlined in Article 13.01. The thirty (30) work day period may be extended by written mutual agreement.

- a) A successful candidate for any temporary job posting will not be allowed to apply for any other temporary job posting for the duration of the original temporary job posting.

13.04 For positions to which employees may be upgraded, or a lateral move, the Employer will establish a backup list which will be filled in accordance with Article 13.01. In filling backup positions it is agreed only those for whom it will be an upgrade to a higher classification can apply. Backup lists will consist of at least five (5) senior employees.

- (a) In filling temporary vacancies of less than one work week which will result in an upgrade to a higher classification, the Employer will offer the transfer to the senior qualified employee on the backup list on the shift. If there is no backup person on the shift, the Employer will offer the vacancy to the senior qualified employee on the shift. In the event no one accepts the transfer, the junior qualified employee

on the backup list on the shift will be transferred.

In cases where it is clear at the outset that the temporary vacancies will be one work week or more, the Employer will offer the transfer to the senior qualified employee on the backup list plant wide. In the event no one accepts the transfer, the junior qualified employee on the backup list will be transferred.

If an employee on the backup list refuses a temporary transfer of four hours or more on a regular daily shift, three times within a twelve (12) month period, he shall be removed from the list and the vacancy shall be posted within five (5) days. Such refusals shall be documented and signed by the employee.

- (b) If an employee works a minimum of one hour as a result of being assigned to a higher rated classification, he shall be paid the rate of the higher classification for four hours, provided he works at least four hours combined in the two classifications. If an employee works more than four hours on the higher rated classification he shall receive the highest rate for eight hours.

- c) When being called up as a backup for one (1) work week or more the employee will go where his/her seniority will take them. When called up for less than one (1) work week, the employee goes to the opening.
- 13.05 In filling the temporary vacancies the transferred employee shall be paid his normal rate of pay or the rate of the job, whichever is greater, for a period of five (5) working days after which the normal rate of the job applies.
- 13.06 The Employer will provide a brief outline of the job with all job posting notices and changes in the job outline will be made only after discussion with the Union.
- 13.07 Employees absent due to sickness, compensation and leaves of absence shall be eligible to bid on job postings, provided they do so within the time limits and procedures contained in the Collective Agreement. Absence will not disqualify an employee who has applied provided he/she is able to return to work within thirty (30) days of the original date of the posting.
- 13.08 Where the employer decides to fill a vacancy based on its requirements it will do so within a reasonable period of time. Where the employer fails to fill the vacancy within a two-week period, it shall thereafter pay the successful candidate at the rate of the posted position. The Employer will post

the names of unsuccessful candidates in order of seniority.

ARTICLE 14

BULLETIN BOARDS

14.01 The Union shall have the use of a large bulletin board, with a lock, in the Employer's premises for the purpose of posting notices relating to the Union's legitimate business. Such notices must be approved by the Employer prior to their being posted. Approval of postings will be signified with the initials of a Company Official, prior to posting.

ARTICLE 15

LEAVE OF ABSENCE

15.01 The Employer will grant a leave of absence without pay of up to three (3) months for legitimate personal reasons. The employee must renew such a leave of absence at the end of each three (3) month period. Such leave of absence shall not be unreasonably withheld but the Employer may refuse the application for leave of absence or extension of leave of absence if the granting of such leave would interfere with the efficiency of the employee's work area or the plant or if the request is not for legitimate personal reasons. Leave of absence shall not be granted for the purpose of working elsewhere.

- 15.02 Maternity leave will be granted in accordance with the provisions of the Employment Standards Act, R.S.O. 1980, c. 137 and amendments thereto. Any female employee who has completed the probationary period will, in the case of pregnancy certified by a qualified physician, be granted leave of absence subject to the conditions contained in the Act.
- 15.03 An employee who is disabled from work with a proven illness or accident and is in receipt of Employer disability benefits will be granted an automatic sick leave and will continue to accumulate seniority for a period equal to their seniority prior to disability.
- 15.04 An employee who is disabled from work with a proven illness or accident and is in receipt of Workers' Compensation Benefits will be granted an automatic sick leave of absence for such disability and will continue to accumulate seniority for a period equal to their seniority prior to disability.

Personal Leave

- 15.05 Full-time regular employees will be granted leave of absence with pay at their regular straight time rate for the following reason and time:
- Birth of a child (father), two (2) days
Two day's pay shall be two (2) regular scheduled eight (8) hour shifts.

15.06 The Employer shall grant a leave of absence without pay for employees to attend Union functions, to a maximum of sixty (60) man days per year, not including time spent for collective bargaining negotiations. Such leave of absence must be requested by the Union in writing as far in advance as possible, but at least five (5) days prior in the case of a Union conference or convention. The extent to which such leaves of absence will be granted in any one year or at any time will be determined by the Employer based upon the requirements of operations. Such requests shall not be unreasonably denied. Employees appointed or elected to full-time Local or National Union Office shall be granted leave for the period of office.

15.07 Any leave of absence granted pursuant to Articles 15.03, 15.04 and 15.06 by the Employer shall be in writing and shall set out the length of leave of absence granted, the purpose of the leave and the terms, if any, on which it is granted. Seniority will accumulate while on approved leave of absence.

15.08 After a leave of absence, an employee will be placed in his former classification, and shift, seniority permitting. Where the employee's job has been filled on a temporary basis pursuant to Article 13.04, the employee shall be placed in his former job and shift.

- 15.09 Seniority employees with one (1) or more years of service elected to public office (Municipal, Regional, Provincial or Federal) shall upon written request to the Human Resources Manager, be granted an unpaid leave of absence for a period of time necessary to fulfill the duties of the office.
- 15.10 Unpaid education leave will be granted to employees with one (1) or more years of credited service for a period of up to twelve (12) calendar months. Leave period can be extended through mutual agreement between the parties.

ARTICLE 16

HEALTH AND SAFETY

- 16.01 The Employer and the Union agree that they mutually desire to maintain high standards of safety and health in the plant in order to prevent industrial injury and illness.
- 16.02 There shall be established a Joint Health and Safety Committee consisting of six (6) employees, three (3) employees appointed by the Union and three (3) representatives of the Employer. The functions, powers and terms of reference of the Joint Health and Safety Committee shall be as outlined in the Occupational Health and Safety Act, January 1996, or any subsequent legislation that may be enacted. The

Employer will provide to the Committee copies of all accident/incident reports. Meetings will be held at least monthly. Minutes of each meeting shall be maintained and distributed to all members of the Committee and copies shall be posted in the plant.

Worker certified training for the three union representatives will be done by the Workers Health and Safety Centre. The three worker safety representatives will be certified and have their certification paid for by the employer with the understanding that they will rotate shifts.

Committee members shall be notified of the time of all such meetings and remunerated in accordance with the provisions of the Agreement or any applicable legislation.

- 16.03 The procedures established in this health and safety program shall not preclude the right of any employee to file a grievance at Step 1 of the Grievance Procedure.
- 16.04 The Employer reserves the right to formulate and publish from time to time rules and regulations regarding the safe use and operation of machines or equipment. The Employer agrees to discuss these rules and regulations with the Union prior to implementation.
- 16.05 The Employer will welcome suggestions of any employee regarding improvements

in conditions construed to be of hazardous nature.

- 16.06 (a) The wearing of safety glasses shall be compulsory in designated areas throughout the plant(s) and the Employer will bear the full cost of CSA approved safety glasses for employees. In addition, the Employer will assume the cost of replacement of safety glasses if they are damaged in the work place.
- (b) Where an employee is required by the Employer to wear safety glasses in the normal course of their duties and the employee wears prescription glasses, the Employer will bear the cost of providing two (2) pairs of prescription safety glasses during the term of the contract. The employee will request a voucher from the Employer. The employee will then take the voucher to a specified location to be fitted with prescription safety glasses free of charge. The Employer will provide a third (3rd) pair of prescription safety glasses upon proof of damage of the first two (2) pairs, or upon verification of prescription change.
- 16.07 The wearing of hearing protection will be compulsory within the plant. Such hearing protection will be provided at no cost to the employees.

16.08 In areas of the plant in which safety shoes are required by the Employer, the Employer will pay up to a maximum of \$150 per contract year for the life of the contract, towards the purchase of a pair of CSA approved safety boots, upon presentation of a receipt.

Where boots are destroyed by exposure to coolant, the Company will provide one (1) additional boot allowance per contract year. The employee will be required to deliver over the destroyed boots to the company.

16.09 Where the Employer requires an employee to use protective equipment other than that referred to in this Article, for safety reasons, the Employer shall provide such protective equipment.

16.10 (a) If an employee is injured on the job he will be paid his regular hourly rate until they return and punch out or until they go home.

(b) If an employee is injured in the plant and the Employer wishes to place him on a job within his capabilities, the employee shall be paid his regular hourly rate or the rate of the job, whichever is the greater.

(c) Employees returning from workers' compensation while still partially disabled shall receive their pre-injury classification rate of pay for a

maximum of four (4) months, at which time they will revert to the rate of the job they are performing.

(d) If an employee is injured on the job and, if required, the Employer will supply and pay for transportation to the hospital or doctor's office and then back to the plant or the employee's home.

16.11 On an annual basis, employees will be given the opportunity to request or refuse total or partial company supplied work wear. Any employee who requests such will be required to wear it. Upon termination, layoff or resignations from employment it will be the employee's responsibility to return the work wear to the employer immediately. For skilled trades employees and toolsetters and employees who are posted in jobs in the coolant areas, uniforms will be cleaned on Mondays and Thursdays.

16.12 National staff shall have access to the workplace on request upon making mutually satisfactory arrangements with the Employer.

16.13 The Company will recognize one **(1)** minute of silence on April 28th, for employees injured or killed in the workplace and December 6th in memory of the women killed in the Montréal massacre and November 11th to reflect

the men and women in the military service who were injured or died defending our country.

16.14 First aid facilities shall be supplied by the Employer and the Employer will endeavor to provide training for employees in C.P.R. application.

Miscellaneous

- The Company will continue the practice of having all Supervisors qualified First Aiders and posting all Qualified First Aiders for Employees to see.
- Company has established WHMIS date.
- The Company will renew the posting of heat relief in the summertime.

ARTICLE 17

VACATIONS

17.01 An employee who on the 1st day of July in each year has:

- (a) completed less than one (1) year of continuous service with the Employer shall receive one (1) day's vacation per month of employment to a maximum of two (2) weeks' vacation with pay equal to four (4%) percent of the employee's total earnings in the previous year.

- (b) completed one (1) year or more of seniority but less than five (5) years of seniority with the Employer shall receive two (2) weeks vacation with pay. See 17.02 for definition of pay.
- (c) completed five (5) years or more of seniority but less than ten (10) years of seniority with the Employer shall receive three (3) weeks vacation with pay. See 17.02 for definition of pay.
- (d) completed ten (10) years or more of seniority with the Employer shall receive four (4) weeks vacation with pay. See 17.02 for definition of pay.
- (e) Completed fifteen (15) years of seniority will receive one (1) additional day vacation for every year above 15 years of seniority.
- (f) Completed twenty (20) years or more of seniority with the Employer shall receive five (5) weeks vacation with pay. See 17.02 for definition of pay.
- (g) Employees with more than two (2) weeks vacation entitlement can utilize one (1) week in daily increments. Employees must apply in writing at least three (3) days in advance of the requested day. The granting of these days will be subject to operational requirements.

17.02 The term “with pay” for the purpose of this article means: 1,200 hours compensated from the previous year will give full vacation monies based on 50 hours per week 10 hour days. However, employees with less than 1,200 hours will receive a five (5%) reduction in vacation pay for each 50 hours short of the 1,200.

17.03 (a) An employee’s vacation shall not be carried forward to the following year. The vacation entitlement year to run from July 1st to June 30th.

(b) The Company is committed to the objective that all employees will take their vacation in the vacation year. However, it needs to be recognized that they may not be able to take it at their preferred time.

The employer will notify its employees that they must apply for their outstanding vacation allotment by January 15th. If an employee fails to apply by this date the employer will schedule the outstanding vacation at their discretion.

In the interest of scheduling as much vacation as possible at preferred times, the Company will give priority to requests for weekly segments of vacation over requests for individual days of vacation for the period of July 1st to Labour Day, provided application is received by January 31st. Any employee denied their

weekly vacation for the period of July 1st to Labour Day will be given the opportunity to resubmit application before February 15th.

17.04 The Employer reserves the right to spread vacations over the vacation season or in the alternative to close the plant for a period of time not to exceed two (2) weeks, retaining at any such time, however, those employees whose service may be required. Additional time shall be granted at a time that is mutually agreeable to the Employer and the employee.

17.05 When an employee has worked sufficient time to draw vacation pay and dies, the surviving spouse, children or estate shall be entitled to his vacation pay.

17.06 The Employer will notify employees of plant shutdown date by January 1st provided it has been advised by it's customers of their shutdown dates. Employees will have vacation requests in by January 31st, vacation schedule will be posted by February 15th. It is understood that this commitment is subject to change, in the event the customer changes it's shutdown dates.

Vacation requests will be allocated by seniority up to January 31st. After January 31st vacation requests will be allocated on a first come first served basis. Any

vacations shall be subject to operational requirements as set out in 17.04.

No applications will be accepted between January 31st. and February 15th. Any applications after February 15th will be dealt with on first come first serve basis, seniority will be deciding factor.

An employee transferring will maintain approved vacation time.

Vacation requests will be considered having regard to the operational requirements.

Vacation requests will not be unreasonably withheld.

17.07 Employees shall receive vacation pay by separate cheque the Thursday prior to shutdown as per article 17.02.

An employee who defers remaining weeks of vacation will be paid when the vacation is taken.

Vacation taken in weekly amounts will be paid for by separate cheque provided the employee gives the company one (1) week notice.

ARTICLE 18

PAID HOLIDAYS

18.01 The following shall be recognized as paid holidays and will be paid for on the basis

of the employee's regular rate of pay multiplied by eight (8) hours in the case of a regular scheduled eight (8) hour shift:

	2005 First Year	2006 Second Year	2007 Third Year	2008 Fourth Year
Good Friday	Mar. 25	Apr. 14	Apr. 6	Mar 21
Easter Monday		April 17	April 9	Mar 24
Victoria Day	May 23	May 22	May 21	May 19
Canada Day	July 1	June 30	July 2	July 1
Civic Holiday	Aug. 1	Aug. 7	Aug. 6	Aug. 4
Labour Day	Sept. 5	Sept. 4	Sept. 3	Sept. 1
Thanksgiving	Oct. 10	Oct. 9	Oct. 8	
Christmas Eve	Dec. 23	Dec. 22	Dec 24	
Christmas Shutdown	Dec. 26,27, 28,29,30	Dec. 25,26, 27,28,29	Dec. 25,26, 27,28,31	
New Year's Day	Jan. 2	Jan. 2	Jan. 1	Jan. 1
Employee's Birthday	***	***	***	***

It is understood that any holiday excluding the employees Birthday and Christmas shutdown falling on or before a Wednesday will be recognized on a Monday. A holiday falling on a Thursday will be recognized on a Friday.

If the Canada Day holiday falls within the annual vacation shutdown period, then this day will be recognized on the Friday prior to the Labour Day holiday. Any work performed on the actual Canada Day holiday in July will not be paid at overtime rates. All ten (10) days of the plant shutdown will be vacation days, provided the employee has vacation entitlement.

18.02 An employee will be paid for a holiday provided he:

- (a) works his full last scheduled shift on the working day which immediately preceded and the full first scheduled shift on the working day which immediately follows such holiday unless the absence is due to medical reasons supported by a physician's medical statement, or where the employee has been excused in writing.
- (b) is on the active payroll of the Employer, has worked within thirty (30) days of any holiday, is not on sick leave, worker' compensation or leave of absence.
- (c) Has completed his or her probationary period as outlined in Article 11.02.

18.03 An employee who works on any of the paid holidays above shall be paid at double time in addition to his holiday pay as herein provided for.

- 18.04 If any of the above holidays fall or are observed during an employee's vacation, he shall be entitled to an extra day's vacation with pay.
- 18.05 At the Christmas period, pay cheques for the week prior to Christmas will be made available before the shutdown. Such cheque will be provided on the basis of forty (40) hours and any required adjustments due to such things as overtime or absences shall be made the first pay period in the new year.

ARTICLE 19

HOURS OF WORK

- 19.01 The regular work week shall consist of forty (40) hours worked in five (5) days, eight (8) hours per day Monday to Friday inclusive.

For all work related issues, the work week will begin on Monday and end on Sunday.

When the plant is operating on a one (1) shift basis, the regular hours of work shall be 6:30 am to 3:00 pm.

When the plant is operating on a two (2) or three (3) shift basis, the regular hours of work shall be 6:30 am to 2:30 pm, 2:30 pm to 10:30 pm and 10:30 pm to 6:30 am (with the exception of stores and shipping/receiving).

19.02 When the plant is operating on a one (1) shift basis, the regular workday shall include a one-half (1/2) hour unpaid lunch period.

19.03 A rest period of fifteen (15) minutes shall be provided during the first half of each regularly scheduled shift and another ten (10) minutes shall be provided during the second half of each regularly scheduled shift.

A ten (10) minute rest period shall be provided at the end of regular working hours for any employee scheduled to work two (2) hours or more overtime.

When it is required by the employer to run certain operations through breaks it is understood that those currently operating the equipment will be required to work through first break and will be relieved so they take second break.

19.04 This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work for regularly assigned hours, or for any hours per day or per week, or of days of work per week.

19.05 Weekly starting and quitting times may be altered by the Employer after discussion with the Union.

19.06 All employees shall be granted a five (5) minute wash-up period at the end of their

shifts. Employees are not to leave the premises prior to end of the wash-up period.

- 19.07 The Employer will provide time clocks that allow employees to see the time they clock in and out. Pay hours will be divided into six-minute intervals for the purposes of lates.
- 19.08 For employees working two (2) or three (3) shifts, there shall be a twenty (20) minute paid lunch and two ten (10) minute rest periods.
- 19.09 Employees will be paid for travel time at the applicable rate while required to travel on Company business. They will also be reimbursed for out of town expenses according to company policy.

ARTICLE 20

OVERTIME

- 20.01 (a) Time and one-half of the employee's straight time hourly rate shall be paid for all hours worked:
- (i) beyond eight (8) hours in the case of a regular scheduled eight (8) hour shift;
 - (ii) on Saturday.
- (b) Two times an employee's straight time hourly rate shall be paid for all hours worked on a Sunday.

- (c) Employees will be paid time and one half for hours worked prior to their regular scheduled shift, provided the employee works his/her full regular shift. All hours worked beyond a regular scheduled shift shall be paid at the premium rate.

20.02 Payments under this paragraph are premiums for working on Saturday or Sunday and if an employee works on Sunday and such work is part of his regular shift, he will not be paid any premium under this paragraph. It is understood that overtime premiums for Sunday work will be paid between the hours of 10:30 pm on Saturday evening to 10:30 pm Sunday evening only.

20.03 All overtime must be authorized by the Employer.

20.04 Overtime premiums shall not be paid more than once for any hours worked.

20.05 (a) Overtime will be distributed equitably. Daily overtime will be distributed within the Overtime Sharing Groups listed below, on the shift, recognizing that the employee with the lowest hours in the Overtime Sharing Group, on the shift will be asked first. Where there are insufficient volunteers within an Overtime Sharing Group to work the overtime, the Employer will then offer the overtime to the

employee with the lowest hours within the classification on the shift.

Overtime Sharing Groups:

- 1) CNC Group #1
- 2) CNC group #2
- 3) Machining Operator
- 4) Assembly Hinge Operator
- 5) Assembly Doorcheck Operator
- 6) Material Handler
- 7) Toolsetters
- 8) Serviceperson
- 9) Janitor
- 10) Stores
- 11) Q.A.

- (b) Overtime on Saturdays, Sundays and paid holidays shall be distributed equitably plant wide by classification, on the same shift amongst those employees who can perform the work. It is recognized that the employee on shift with the lowest hours will be asked first. Where there are insufficient volunteers to work the overtime, the Employer will schedule the overtime amongst those employees who are qualified to perform that work starting with the employee with the lowest seniority.
- (c) Overtime opportunities which are refused for full shifts, shall be deemed to have been worked for the

purpose of overtime equalization. The Employer will maintain records of overtime equalization which will be made available for the Union for their inspection or by employees. The number of hours charged to a full overtime shift will be equal to the number of actual hours worked or the number of hours requested to be worked, whichever is greater. Only one overtime shift will be charged for overtime shifts asked and refused for the same day. Overtime hours refused as a result of overtime requested during the course of a scheduled overtime shift, with the intention of those overtime hours being worked as an immediate extension of that shift, will not be charged. Overtime will be charged at the rate of the day asked, e.g. during week & Saturday 1.5 times, Sunday 2 times. Refusals for extended daily shifts will not be charged.

Employees will have twenty-four (24) hours to cancel weekend overtime shift after weekend overtime is posted. If the employee cancels after this period they will be charged double the hours they would have worked. If the Company removes the employee from the weekend overtime list the remedy shall be payment for hours they would have

worked except in cases of cancellation for equipment failure or lack of materials, provided the cancellation occurs prior to the last four (4) hours of the employees last regular shift. Any weekend overtime asked for on Friday due to weekend overtime cancellation will have two (2) hours to accept overtime assignment. Any cancellations after the two (2) hour period will result in being charged double the hours the employee would have worked. Call offs and early leaves for overtime hours on weekends will be charged double the hours they would have worked. Weekend overtime offered and refused which would have resulted in an employee working two (2) consecutive shifts following a regular scheduled shift will not be charged. Refusals for work offered outside an employees classification will not be charged.

Weekend overtime which is offered on a shift other than the shift that the employee worked during that week and which is refused, will not be charged.

When overtime hours are available to an employee and they are absent for any reason they will not be charged the overtime hours, unless they are absent on the weekend after agreeing to work weekend overtime.

The Company to offer daily overtime opportunities in two (2) hour increments.

- (d) Any new or transferred employee transferred out of their classification for one (1) work week or more shall be credited with the average number of overtime hours within the new classification. Employees transferred out of Overtime Sharing Group for less than one (1) work week, will be allowed overtime in regular group if overtime hours allow them to work.
- (e) Employees out of the plant or classification for over thirty (30) days shall be credited with the average number of hours in the classification provided it does not reduce his overtime hours, upon their return to work.
- (f) Any overtime hours worked by a person earning lead hand premium shall be credited for overtime equalization purposes to his/her regular classification. The Employer will update the overtime list every Monday. Overtime discrepancies shall be paid out as follows: Daily and Saturdays at straight-time; Sunday and Holidays at time and one-half the rate of pay for hours the employee was entitled to. The Employee will have the right to choose make-up hours if so desired.

The Employer will meet with the Union weekly to review the overtime situation. Hours worked outside the department will be carried back to department records.

- (g) All weekend and holiday work will be six (6) hour shifts, except midnight shift. The hours shall be defined as six (6) hour shifts with one ten (10) minute paid break two (2) hours into the shift, and a twenty (20) minute paid lunch four (4) hours into the shift. If this proves not to meet the Company's operational requirements or customer requirements, the Company reserves the right to revert back to the normal overtime scheduling.
- (h) It is understood that where employees are scheduled for weekend overtime and their regular job is operating, they will be put on their regular job in line with their seniority, provided such employee is not on a back up list for a position for which overtime is required.
- (i) The employer recognizes the union's right to appoint someone from those working overtime on the weekend if no union representative is scheduled to work. It is also agreed that if the union chairperson is working in line with his/her overtime hours on the weekend, and there are more than

thirty (30) employees scheduled to work, he/she will be paid according to Article 6.01.

- (j) If an employee is called to come into work, they will be paid from the time of receiving the phone call at the applicable rate of pay, provided the employee reports within one (1) hour of receiving the phone call.

20.06 On an overtime assignment an employee shall be paid at the rate of the job which is to be performed in overtime, regardless of the employee's normal straight time hourly rate.

20.07 The Employer agrees to maintain up to date records of all overtime worked and charged. Such overtime lists shall be posted on Mondays by 11:00 am, within the departments, accessible to employees. It is understood that the listing will be one calendar week behind the current week and until the new overtime list is posted, the past week list takes precedence. It is the employees responsibility to bring any errors on overtime to the attention of their Supervisor by Wednesday 3:00 pm. Failure to do so will result in the hours recorded as correct and up to date, unless the employee is absent, at such time they will be provided an opportunity to correct the hours upon their return to work. The workweek will be Monday to Sunday for the purpose of overtime.

- 20.08 Employees who work more than two (2) hours of overtime and who are not advised at least the day before that they will be working overtime, they shall be paid a meal allowance of twelve (12) dollars payable on the employees next pay cheque as a non-taxable benefit.
- 20.09 The Employer will review the overtime hours weekly in an effort to attempt fair distribution of overtime. The Committee will be given the opportunity to review and discuss these hours with the Employer.
- 20.10 On January 1st of each year the lowest person in the classification will have his hours set at zero and everyone else would be adjusted accordingly.

ARTICLE 21

SHIFT PREMIUM

- 21.01 A shift premium of sixty-five (65) cents per hour shall be paid for all hours worked on the afternoon shift and eighty (80) cents per hour for the night shift.
- 21.02 Shift premiums shall not be included when computing overtime premium.

ARTICLE 22

BEREAVEMENT LEAVE

- 22.01 (a) In the event of a death in the employee's immediate family, the Employer will provide all full-time, regular employees with a paid

temporary leave of three (3) consecutive working days (excluding Saturday, Sundays and holidays) immediately following the date of death. The following family members will be considered immediate family: parent of current spouse, brothers, sisters, step-father, step-mother, step-child, grandparent and grandchildren.

In the event of a death of parents, husbands, wife, legal common-law spouse, son and daughter the Employer will provide full-time regular employee with a paid temporary leave of five (5) consecutive working days (excluding Saturdays, Sundays and Holidays) immediately following the date of death.

In the event of a death in the employee's extended family, the Employer will provide all full-time, regular employees with a paid temporary leave of one (1) working day to meet obligations and commitments provided the employee attends the funeral. The following members are considered extended family: aunts, uncles, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-brother and step-sister, nieces and nephews.

22.02 Paid bereavement leave as described in this Article is only available where the employee would otherwise be at work during this period. In the case of a death of a person referred to in article 22.01 occurring during an employee's scheduled vacation, the employee will be permitted to reschedule his/her vacation at a mutually agreed upon time and will be paid for bereavement leave.

ARTICLE 23

REPORTING PAY

23.01 Unless employees are notified not to report for work, employees who report for work at their regular starting time and for whom no work is available shall receive not less than four (4) hours of any work that is available at the rate of pay applicable to the job provided, or if no work is available shall receive four (4) hours pay at their applicable hourly rate.

23.02 Article 23.01 shall not apply in the event of strikes, stoppages in connection with labour disputes, fires, storms, floods, power or major mechanical failures, or any other conditions beyond the control of the Employer which prevent the Employer from providing work or where the Employer is unable to advise the employee or leave a message not to report for work because the employee has not provided his current address and telephone number to the Employer.

ARTICLE 24

CALL-BACK PAY

- 24.01 If an employee is called in to work after having left the Employer's premises after completion of his regularly scheduled shift, he shall receive a minimum of four (4) hours' pay at one and one-half (1 1/2) times straight time hourly rate. This provision shall not be applicable to overtime hours worked in conjunction with an employee's regularly scheduled shift and there shall be no duplication of this premium and any other premium provided for in this Agreement. If called prior to the beginning of the shift, the Employer shall clarify if the request is a call-in or overtime.

ARTICLE 25

JURY DUTY

- 25.01 An employee who is selected for service as a juror or is required by subpoena to appear in court as a Crown witness will be compensated for loss of pay from his regularly scheduled shift due to such jury service or appearance in court. Such compensation will be based on his regularly scheduled hours at his straight time hourly rate less the fee received for his services as a juror or witness.
- 25.02 In order for an employee to qualify for payment under this Article, he must:

- (a) inform his supervisor as soon as possible of his selection for service as a juror or witness;
- (b) present proof of service as a juror or Crown witness and the amount of the fee received; and
- (c) have completed his probationary period.

ARTICLE 26

JOB CLASSIFICATIONS AND RATES OF PAY

26.01 The job classifications and rates of pay shall be as set forth in Schedule "A" attached hereto and forming part of this Agreement.

- (a) CNC Group #1 responsibilities will include setting up and changing all tooling and fixtures (including tool cutter inserts) and performing resets as required.
- (b) CNC Group #2 responsibilities will include placing and removing pre-set tooling into machines, rotating tool cutter inserts and simple machine resets that do not require toolsetter assistance.

26.02(a) Employees shall receive their pay weekly on Thursday afternoon. If other than a chartered bank or in the week of a statutory holiday, the

deposit transaction may take an additional day. The Employer will make reasonable efforts to make the cheques available on Wednesday in the week of a statutory holiday, when such holiday falls on a Friday. The Company will make reasonable efforts to have midnight shift employees receive their pay Wednesday nights.

- (b) Errors in excess of thirty-five (\$35.00) dollars which are not the responsibility of the employee shall be corrected in the same week.

ARTICLE 27

FRINGE BENEFITS

27.01 The Employer agrees to pay on behalf of each employee who has elected to participate, and who has completed his probationary period premiums for:

- (a) Basic life insurance equal to one (1) and 1/2 times the employee's full year's basic wage;
- (b) Accidental death and dismemberment to a maximum of one (~~1~~) and 1/2 times the employee's full year's basic wage;
- (c) Dependent life insurance. Seven thousand five hundred (\$7500)

dollars for spouse and two thousand five hundred (\$2500)dollars per child;

- (d) Weekly indemnity (1st day accident, hospitalization, 4th day illness). Weekly indemnity will provide for absence the day(s) following out-patient surgery requiring anaesthetic upon presentation of a medical certificate;
- (e) Longterm disability;
- (f) 100% of premiums for extended health care which includes prescription drugs.
- (g) 100% of premiums for dental plan. The dental plan will provide a maximum of two thousand (\$2,000.00) dollars per contract year. The Employer will provide for a one (1) year lag of the O.D.A. fee schedule. Dental recalls will be every nine (9) months.
- (h) 100% of premiums for orthodontics. The orthodontics will provide a maximum of two thousand two hundred (\$2,200.00) dollars commencing the first year of the contract and 50/50 co-insurance for dependent children, meaning an unmarried natural, adopted, or step child who is entirely dependent on the employee for maintenance and support and who is under 21 years of age and if the dependent child is

under 25 years of age and attending a college of university full-time, or physically or mentally incapable of self-support.

- (i) Paramedical service of masseurs; \$650 per contract year.
- (j) The Employer will implement a vision-care plan which will provide two hundred and forty-five (\$245.00) dollars in the first year of the contract and two hundred and seventy-five (\$275.00) dollars in year two (2) and three (3) of the contract every twenty-four (24) months, for employees and dependents. This amount of coverage may be applied to laser eye surgery. The company will cover the cost of eye examinations to a maximum of one in every twenty-four (24) months.
- (k) The Employer will pay the cost of a medical note if the Employer requests it, to a maximum of \$25.00 per note, upon presentation of an invoice. This provision will not apply in the case of medical notes or certificates in support of Weekly Indemnity claims or in conjunction with the Attendance Management Program.
- (l) Effective April 9, 2005 the company will introduce a drug plan with a \$2.00 per prescription deductible and an \$10.00 dispensing fee cap.

(m) The Employer will pay up to \$450 for hearing aids in accordance with existing terms of coverage and repairs may be included in this amount.

The employee takes the benefits listed in Article 27.01 subject to the terms and conditions of the respective plan or policy of insurance.

27.02 The Employer agrees to match funds deposited to a group registered retirement savings fund to a maximum of four (4%) percent the first and five (5%) the second and third year of the contract of basic wages upon completion of one (1) year of employment provided that the employee at no time during their employment with the Employer withdraws any portion of the said fund. Upon any withdrawal the Employer's obligation to contribute ceases, with the exception of employees whom upon proof, withdraw for the purpose of investing into their own personal RRSP.

Notwithstanding the foregoing, the employee may withdraw funds from his/her RSP without causing the Employer to cease contributions only in the event that the employee makes such withdrawal pursuant to the provincial RHOSP legislation or, in the case of separation or divorce, by Court order or agreement in order to provide the ex-spouse with his/her portion. Employees may participate in the

market based funds offered by the current fund manager, for amounts above the Company match.

Employees on W.I. or W.S.I.B. may continue to contribute to RRSP Plan. The Company will match these employees.

Anyone withdrawing funds after ratification may continue to contribute on their own, however the employer is not obligated to match these contributions for a period of 12 months.

27.03 The Employer shall have the right to select the carrier of its choice with respect of any of the above benefits provided that in the event that any carrier is changed an equivalent level of benefits will be maintained. Any changes in coverage or carrier shall be provided to the Union as well as a copy of the master policy.

27.04 The Employer reserves the right to require a statement from the attending physician verifying any absence due to illness or accident.

27.05 An employee who is on an approved leave of absence shall receive benefit coverage for thirty (30) days from the commencement of the leave.

After thirty (30) days from commencement of leave, the employee may arrange premiums him/herself for those benefits

which the insurer makes available to the employees who are not actively at work.

An employee on layoff whose benefit coverage has ceased after two (2) months from the end of the month in which he/she was laid off, may arrange premiums himself or herself for those benefits which the insurer makes available to employees who are not actively at work, for as long as the employee has recall rights. The employee will provide, in advance, post-dated cheques for the recall period. In the event of any of the cheques failing to clear, the Employer will terminate benefits.

27.06 The Company will provide the applicable fringe benefits to a surviving spouse for twelve (12) months, if needed, and the surviving spouse will have the option to pay the premiums thereafter.

27.07 Benefits for Retirees. Retired employees will have the ability to maintain coverage by paying his/her own premiums.

27.08 Spouse - the person

i) who is legally married to the employee through an ecclesiastical or civil ceremony

or

ii) who, although not married to the employee, cohabits continuously with the employee in a conjugal relation-

ship, which is recognized as such in the community in which the employee resides, for at least one (1) year. The term “conjugal relationship” shall be deemed to include a conjugal relationship between parties of the same sex.

ARTICLE 28

EDUCATION ASSISTANCE

28.01 The Employer encourages vocational development by providing financial assistance for approved education programs. On successful completion of an approved course the Employer will refund up to a maximum of five hundred (\$500.00)dollars per contract year for the annual tuition cost of educational courses provided the following conditions are met:

- (a) the course is relevant to the employee’s job either now or in the future;
- (b) the course is provided by a recognized educational institution; and
- (c) the course is successfully completed.

28.02 Requests for educational assistance must be submitted to the department supervisor and approved by the Employer prior to the commencement of the course and in order to receive a refund, proof of successful completion of the course must be submitted.

28.03 Effective April 9, 2005, the Employer will pay three thousand, five hundred (\$3,500.00) dollars per contract year towards education (P.E.L.) to the Union. The monies will be sent to the following address:

CAW Paid Education Leave Program
Box 897,
Port Elgin, Ontario
N04 2C0

ARTICLE 29

NEW EMPLOYEE ORIENTATION

29.01 The Employer agrees that a Union representative will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for fifteen (15) minutes during the new employee orientation day for the purpose of acquainting the new employee with the conditions of employment set out in those articles dealing with Union security and dues check-off. Union orientation to be exclusive.

ARTICLE 30

NEW JOB

30.01 When a new job is created the Employer will assign an employee to such job for a period not exceeding thirty (30) calendar days, providing he is paid no less than

he was earning in his previous classification. It shall be the responsibility of the Employer to establish a wage rate and classification for such new job within thirty (30) calendar days of commencement of the new job. The Employer agrees to discuss with the Committee and provide all such data used to arrive at the new classification and rate. It is understood that nothing in this clause would prevent a supervisor from operating such equipment in conjunction with the employee during the same time period for the purposes of testing.

New jobs which are not entry level positions shall be posted within thirty (30) days of start up. Any experience gained as a result of a temporary assignment, in such position, shall not be considered in determining qualifications for the new posted job. The most senior qualified applicant for the posting will be offered the job.

If the parties do not agree to the established rate, the Union may file a policy grievance on the matter.

ARTICLE 31

INCAPACITATED EMPLOYEES

31.01 In the event an employee becomes physically handicapped and is unable to continue his or her job due to an

occupational injury with the Employer, exception may be made in favour of such employee on the following basis.

- 31.02 (a) If a job vacancy occurs which the Employer and the Union determines such incapacitated employee can perform satisfactorily, he or she will be placed on such job without the necessity of a job posting. In the event of a disagreement, the issue may be referred to a neutral physician who will be selected by mutual agreement of the Union and the Employer, whose decision shall be final. The neutral physician will be supplied with the relevant information concerning the job(s) under consideration and that portion of the employee's medical file which relates to the physical handicap in respect of which the accommodation is being considered.
- (b) When the neutral physician is selected he/she will be notified that he/she will have access to the workplace at a time to be agreed upon, to view the job in question if he/she feels it is necessary.
- 31.03 A doctor's certification of disability by the employee's own doctor, together with a FAE, must be submitted. The certificate must clearly identify the employees restrictions and limitations. Where there

is a dispute, the opinion of a mutually agreed doctor will be obtained.

- 31.04 Employees placed on positions in accordance with this procedure will be required to provide ongoing medical documentation from an attending specialist to support their disability every six (6) months. Employees with permanent restrictions will not be required to support their disability every six (6) months.
- 31.05 The Employer will review all the circumstances with the Union Committee. All exceptions to the seniority provisions of the Collective Agreement must be mutually agreed to by the parties.
- 31.06 Placed employees are not eligible to transfer as a result of Article 13 as long as the employee remains incapacitated, unless it is confirmed by a physician's statement that the job the placed employee wishes to bid on is within the employee's work restrictions.
- 31.07 Any problem arising from the implementation of this Article relating to refusals by the Employer to accommodate an incapacitated employee will be a subject for discussion between the parties.
- 31.08 The company agrees that it will establish a Labour Pool comprised of a maximum of five (5) employees who have shift restrictions requiring that they work

a steady shift. These people can be assigned throughout the plant without regard to Article 13.

ARTICLE 32

SUBSTANCE ABUSE

32.01 Substance abuse is recognized to be a serious medical and social problem that can affect employees. The Employer and the Union have a strong interest in encouraging early treatment and assisting employees towards full rehabilitation and return to the workplace.

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

32.02 The Employer will continue to provide the EAP program.

32.03 A committee will be set up comprising of one **(1)** representative of the Company and one **(1)** representative of the union to administer the program. The union substance abuse representative will incur no loss of wages for time spent administering the program during working hours.

ARTICLE 33

TERM OF AGREEMENT

34.01 The term shall be for three (3) years, expiring on April 10, 2008 with an extension to September 8, 2008.

34.02 The Employer will pay one hundred (100%) percent of the cost of printing the Collective Agreement. Printing to be done within 60 days after ratification of the agreement.

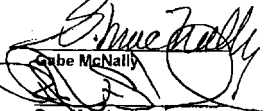
Other Matters:

- All employees on Union business will continue to receive their Company RRSP contribution match.
- A net bonus of \$500.00 will be paid to employees on December 20, 2005, provided they had seniority as of December 20, 2004.

The Union negotiating committee hereby agrees to unanimously recommend the ratification of this memorandum of agreement to its members.

**DATED AT ST. CATHARINES, ONTARIO
THIS 17TH DAY OF DECEMBER 2004.**


FOR THE UNION



Eibe McNally

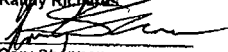
Ron McIntosh



Brian Nicholl


Jim Armstrong


Al Shearer


Randy Richards


Gary Shannon


Wayne Brooks

FOR THE COMPANY


Betsy Diplock

Roy Webb


Dan Jennings

SCHEDULE "A" WAGES

Classification	Current	Dec. 20/04	July 21/05	Feb. 21/06	Sept. 21/06	Apr. 21/07	Nov. 21/07	Apr. 10/08
CNC #1		19.63	19.88	20.13	20.38	20.63	20.88	21.13
CNC #2		18.50	18.75	19.00	19.25	19.50	19.75	20.00
Toolsetters		20.86	21.11	21.36	21.61	21.86	22.11	22.36
Equip/Mach Oper.		18.25	18.50	18.75	19.00	19.25	19.50	19.75
Material Handler		18.75	19.00	19.25	19.50	19.75	20.00	20.25
Quality Auditor		19.11	19.36	19.61	19.86	20.11	20.36	20.61
Stores		18.25	18.50	18.75	19.00	19.25	19.50	19.75
Janitor		18.25	18.50	18.75	19.00	19.25	19.50	19.75
Serviceperson		19.96	20.21	20.46	20.71	20.96	21.21	21.46
Tool & Die Maker		25.01	25.26	25.51	25.76	26.01	26.26	26.51
Tool and Cutter		22.39	22.64	22.89	23.14	23.39	23.64	23.89
Millwright		25.01	25.26	25.51	25.76	26.01	26.26	26.51
Electrician		25.01	25.26	25.51	25.76	26.01	26.26	26.51

Leadhand premium is one (\$1.00) dollar per hour over base rate.

Notwithstanding schedule "A", for employees hired after June 2, 2002, there shall be a starting rate of \$ 1.50 per hour below the established rate of the classification in which they are placed. The rate for such new hires shall be increased by 35 cents/hour after three months of active employment, by an additional 35 cents/hour after six months of active employment, by an additional 40cents/hour after nine months of active employment and by an additional 40 cents/hour after twelve months of active employment. This provision is not applicable to trades.

SCHEDULE "B"

MACHINE OPERATOR/SET-UP

- Roesler
- Saws

CNC GROUP #1

- Phiffner/IMT
- RoMatt

CNC GROUP #2

- Maturra
- Daewoo
- Robodrill
- Anchor Dial / Robodrill

EQUIPMENT/MACHINE OPERATOR

- Mills
- Dials
- Drills
- Broach
- Spot Face
- Press Operator
- Grinder
- Assembly
- Rework

JANITOR

QUALITY AUDITOR

STORES

SERVICEPERSON

MATERIAL HANDLER

SKILLED DES AGREEMENT

The Agreement entered into this 9th day of April, 2002 between Edscha of Canada, hereinafter referred to as the Employer and the National Automobile, Aerospace, Transportation and General Workers of Canada, C.A.W.-Canada and its Local 199.

Section 1(a) Skilled trades department for the purpose of this Agreement, shall mean the tool and die makers, millwrights, electricians, and tool and cutter grinders, with their full seniority, including the following recognized apprenticeable trades: Tool and Die Maker; Electrician, Millwright and Tool and Cutter Grinder.

Section 1(b) A lead hand of skilled trades employees shall be defined as one who is a skilled trades employee, who while engaged in his/her regular skilled trades occupation leads or processes the work of employees in his trade

Section 1(c) The rate for lead hands is detailed in the schedule of wages attached to this Agreement.

Section 2 Seniority in the skilled trades department shall be by non-interchangeable occupations of trades referred to above.

Section 3 After signing of this Agreement, seniority of journeymen/women in the skilled trades departments shall begin as of date of entry into such department except graduates of the apprenticeship standards.

Section 4 The term “journeyman/woman” as used in this Agreement shall mean any person:

- (a) Who presently holds a journeyman/woman classification in the plant in the skilled trades.
- (b) Who has served a bonifide apprenticeship and has a certificate which substantiates his/her claim of such service.
- (c) Who possesses a C.A.W. Skilled Trades card.

Section 5 Any further employment in the skilled trades occupations in this plant, after signing this Agreement, shall be limited to journeyman/woman and apprentices, once an apprenticeship program is agreed upon and introduced.

Section 6 Whenever the skilled trades occupations are required to increase their force because of product change, model change, plant re-arrangement or national emergency and *journeyman/woman* are not available, a changeover employee agreement may be negotiated. Such agreement shall fully protect the equity of the skilled journeyman/woman and provide that the changeover employees shall not accumulate seniority or permanent status in the skilled department but shall accumulate seniority in his/her production department.

Section 7 In case of layoff in the skilled trades departments, the following procedure shall be used:

- (a) Probationary journeyman/woman
- (b) Apprentices within the occupational classification.
- (c) Recalls shall be made in the reverse order of layoffs within the classification in question
- (d) Skilled trades will not carry any seniority rights into the production area

Section 8 Edscha of Canada Apprenticeship Program Qualifications of an Apprentice

1. An apprentice shall be a person, eighteen (18) years or over, apprenticed under agreement with the Company being registered with the apprenticeship Branch of the Ontario Department of labour.
2. In order to be eligible for consideration for apprenticeship the applicant must meet the requirements of the selection process attached and apprentice training.
3. An apprentice shall be physically fit and show interest, skill and aptitude for the trade.

Apprenticeship Term

1. The apprenticeship term shall be the hours as prescribed for the trade by the Apprenticeship Branch of Ontario

Department of Labour, which shall include a probationary period of three (3) months.

2. Credit in hours may be granted at the discretion of the Apprenticeship Committee to applicants with previous training or experience, subject to the review and approval of the Apprenticeship Branch.
3. The final period of the apprenticeship term may be extended at the same rate of pay until the prescribed training is completed in a manner satisfactory to the Company and the Apprenticeship Branch and upon verification will be paid retroactive to the time of completion.
4. Where an apprentice is required by government regulations to pass final examinations in order to qualify as a journeyman, if he fails such examinations, he will no longer be treated as an apprentice. The apprentice upon failing such examination will have three months to rewrite the exam.
5. In the above case, the employee will be retained in a job in the bargaining unit to which his seniority entitles him.
6. An apprentice transferred to a trade classification will have their

department seniority dated from when they started their apprenticeship and will be backdated to that date upon successfully completing their apprenticeship. The apprentice(s) plant seniority will continue to accumulate until the successful completion of the apprenticeship. When more than one apprentice starts in a department, his plant seniority will be used to decide who will be first. If the starting dates are the same, they will be added in order of S.I.N. number beginning with one and ending zero.

Training

Apprentices shall be trained in accordance with the prepared schedules of training in ship work and related subjects as approved by the Apprenticeship Branch.

Contracts

Every apprentice shall enter into a written agreement with the Company to serve the apprenticeship term. The contract shall be signed by the Company, Union Committee representative and the apprentice and shall be transferable to another employer only by mutual consent of all parties hereto. The contract shall be registered with the Apprenticeship Branch and shall form part of these standards. (Subject to any changes made by the Ontario Branch of the Department of Labour).

Apprentice Wages and Hours of Work

1. Rates of pay/scale are in accordance with the collective agreement.
2. Apprentice's requesting to take the required training during the day, in a normal school term, may do so by requesting an educational LOA. Employment Insurance is permissible under an approved apprentice course. For apprentices opting to take their courses at night school, the Company will arrange to have them work steady days, during that period, however will revert back to normal shift rotation after the course is complete.
3. Apprentices may be assigned to overtime work when all trades in the overtime sharing group have been asked. In the event that an apprentice is required to work overtime, such apprentice shall only receive credit for the actual hours worked.4.
The Company will pay for the tuition of the required training courses for the employee and the required books.

Continuity of Employment

1. When conditions of business do not permit continuity of employment, the Company may shorten hours or temporarily suspend an apprentice

- after notice has been given to the Union Chairperson.
2. Any seniority accumulated by an employee after he enters into his apprenticeship shall not be recognized until he has successfully completed his apprenticeship program.
 3. For the purpose of service related benefits, the seniority of the apprentice shall be deemed to be from his last date of hire.
 4. If the apprentice fails to make satisfactory progress at learning his trade, after reasonable warning, this may result in his removal from the apprenticeship.
 5. The number of apprentices employed shall be at the sole discretion of the Company.
 6. The apprentice in learning his trade shall complete a minimum of the hours prescribed for the trade. The Company and Apprentice will keep a record of time spent on all phases of the Apprenticeship Program.
 7. Each Apprentice classification in the Apprenticeship Program shall be a separate non-interchangeable occupational group.

Apprenticeship Committee

The Company recognizes an Apprentice Committee as outlined in the Collective Agreement.

Related Training and Tools

1. When an apprentice has signed up for a course in related training that the company insists upon and approved, he will be reimbursed 100% of the tuition fee and books, which will become company property on completion of the course.
2. The Company will supply the apprentice with the necessary tools for the trade they are in.

Section 9 All sections of the bargaining agreement presently in effect which are not inconsistent with this Supplement shall apply to skilled workers.

Section 10 The Company will endeavor to equalize overtime with each overtime sharing group (millwright, electrician, tool and die maker and tool and cutter grinder). Overtime will be offered to skilled trade employees by Supervision.

All overtime offered, worked or refused will be charged at the appropriate rate.

Skilled trade work continuity will not be interrupted due to overtime equalization.

When only one scheduled shift per day of weekend overtime is arranged the following system will be used.

- a) The person with the lowest hours in the classification will be asked first, no matter what shift they are working. They will be charged accordingly.
- (b) Where the Company arranges weekend overtime on two or three shifts, overtime will revert back to Article 20.

Overtime being offered due to absences will be asked in four (4) hour increments. Any other overtime will be offered until job completion and charged accordingly.

Section 11 Where the employer unilaterally changes a skilled trades employees regular shift with less than 72 hours notice, it shall pay the first day of the rescheduled shift at time and one-half.

Section 12 The National Union Skilled Trades Representative will have access to the plant to assist with trade issues with the prior consent of the Plant Manager.

Section 13 Where the Company creates a fixed, non-rotating shift, selection for such position shall be based on seniority provided the candidate has the necessary skill to perform the work. If after meaningful discussions with the Skilled Trades Representative, the Company then creates an unbalanced work schedule, selections for these positions will be based on seniority. These positions will run in six (6) month intervals and after that time be solicited for once again. The intervals will run from January to shutdown -

June 30th and from July to Christmas shutdown. Due to circumstances that are unforeseen a senior employee in the classification can trade with another employee within the classification. In the event the Skilled Trades occupation increases or decreases its resources, the company reserves the right to make changes to the shift schedule after meaningful discussion with the Skilled Trades Representative.

Section 14 The Company will deduct one-half hours pay per year for dues for Skill Trades Council upon receiving a direction from the union to do so.

Section 15 The Company will recognize a skill trades committee to deal with apprenticeship issues, training and hiring practices and contracting of work. In any meeting involving a particular trade the union may have in attendance the plant chairperson, the skill trades representative and a member of the specific trade involved.

Section 16 During a plant shutdown for vacation, the Company will fully utilize the skilled tradesmen who are not laid off, wherever required within the respective trade. The Company will not layoff skilled trades employees in close proximity to the shutdown in order to avoid the operation of this provision.

The Company will maintain a ratio of not less than one company skilled tradesman for every one contracting tradesman within the required trade, provided that the work performed by the sub-contractor is of a type which would normally

be done by the employees, and provided the skilled trades employees are available and willing to do the work required.

- 1) Certain work that may continue to be contracted out will be identified in discussion with the Skilled Trades Representative. It is also agreed that work that at the signing of this Agreement is contracted out, will be discussed with union regarding whether it will be brought back.
- 2) Prior to skilled trades work being contracted out, the Company and the Skilled Trades Representative will meet to discuss the nature, scope and appropriate dates the work will be performed. The equipment, skilled tradesmen, facilities, etc., required and the reason why the Company is subcontracting will also be discussed. The Skilled Trades Representative will be given the opportunity to discuss alternate methods of performing said work prior to letting the contract. Except in the event of an emergency situation.

In the event of an emergency situation during the off shift or on the weekend, the Company may have to contract out skilled trades work to ensure the future continuity of employment for our employees and/or fulfill our customer requirements. Should this occur, the Company representatives will meet

with the Skilled Trades Representative to explain the situation on the work day immediately following the emergency situation, and explain why Edscha's Skilled Trades could not have performed the work.

LETTER OF INTENT #1

Bargaining Unit Work

- (a) Non Bargaining Unit Employees will not perform bargaining unit work except in the case of emergencies or for purposes of experimentation or instruction or where bargaining unit employees are not available or cannot be made available by way of transfer to perform the work.

- (b) Machine cleaning work presently done by outside contractors will be performed by bargaining unit employees who volunteer for such work at a rate of \$11.00/hour, and preference will be given to members on layoff. The work will be performed on Saturday, Sunday or other times scheduled by management when production is not scheduled. The Employer will select from a list of volunteers and such selection need not be in accordance with seniority, however seniority will be used as a guideline. The use of any laid off employee in this manner will not constitute a recall. Employees engaged in the machine cleaning work will not be subject to the terms of the Collective Agreement.

LETTER OF INTENT #2

Contracting Out (Production)

The Employer will have prior discussion with the Union before contracting out work. The Company will give due consideration to the suggestions of the union before making its final decision as to whether or not such work will be contracted out. In cases of layoff, current work contracted out will be reviewed and, if parties agree, it will be brought back in house. At the request of either party, the General Management and the Local Union President and National Union Representative will meet to discuss relevant matters arising from the contracting out or the contemplated contracting out.

LETTER OF INTENT #3

Students

The parties agreed that students would only be utilized in the plant during a specific time of year. That period is designated as May 15th to September 15th. The utilization of students will only occur when all members of the bargaining unit with recall rights have been given the opportunity to work. Students will not be offered overtime unless all members of the bargaining unit have been offered such opportunities.

LETTER OF INTENT #4

Partial or Total Plant Closure

When a partial or total plant closure is foreseen, the Employer will endeavor to provide six (6) months notice in order to allow an opportunity for the Union Committee and the Employer to meet and discuss the effects of such closure.

During the 1999 negotiations, discussions took place concerning the possibility of full plant closure taking place during the life of the Collective Agreement.

The Company assured the union that should a decision be made to close the plant, a meeting will be arranged to advise the union of the reasons, to investigate possible measures to maintain the operation of the facilities, and/or to discuss the procedures to be followed to facilitate the closure, and minimize the effects on the workforce.

The following terms would apply to those persons affected by the closure of the Edscha facility;

1. A minimum of three (3) weeks severance pay.
2. All employees will be paid two (2) weeks regular pay as of the date of closing for each year of service.

3. The severance payment referred to in paragraph two (2) above shall be payable in accordance with the following;
 - A lump sum payment, rolled immediately into a tax-free RRSP
 - Taken in weekly installments until exhausted.
4. The Company will continue to provide all benefits for a twelve (12) month period, excluding W.I. and L.T.D. when the employee is not actively at work.
5. Any member on WSIB or Weekly Indemnity will be entitled to severance when deemed medically fit to return to work, or benefits are ceased.
6. Any person on Weekly Indemnity will be entitled to apply for Long Term Disability.
7. The parties will meet to discuss the implementation of a Labour adjustment Committee and to obtain the appropriate funding from provincial and federal governments.
8. The Company agrees to retain all employees records for a minimum of seven (7) years.
9. It is agreed that the payment referred to herein shall satisfy any and all obligations the employer has under the Employment Standards Act to provide severance pay.

LETTER OF INTENT #5

WSIB Forms

The Employer will provide the Chairperson of the Health & Safety Committee or his designate and the Union Chairperson, provided the employee consents, with copies of all the WSIB Form 7 "Employer's Report of Accident" at the time it *is* submitted to the WSIB.

LETTER OF INTENT #6

Job Placement

An employee who is being re-assigned by his supervisor from his group or department during a shift, shall have the option of displacing the junior most employee in their group or department, or accepting the reassignment by the supervisor. In the event he selects to displace the junior most employee in the group or department, such junior person will be assigned as determined by the supervisor. In either case there shall not be more than one displacement.

LETTER OF INTENT #7

Schedule Changes

Where the employer unilaterally changes an employees daily shift with less than 48 hours notice, shall pay the rescheduled day at time and one-half. Where the employer unilaterally changes an

employees weekly shift with less than 72 hours notice, it will pay the first day of the rescheduled shift at time and one-half.

LETTER OF INTENT #8

Mutual Trades

The Employer will co-operate with employees who desire to mutually trade shifts. It is understood the employees will be performing each others jobs and the permission of the foreman is required. The company can agree with the above language to be utilized during vacation periods, provided operational requirements can be met.

LETTER OF INTENT #9

Personnel Files

Employees will have access to their personnel files on their own time after making prior arrangements with the company.

LETTER OF INTENT #10

Trade Work Out of Classification

It is not the Employer's intention to utilize a millwright doing work out of his classification while a serviceman performs work which could be considered the work of a millwright.

LETTER OF INTENT #11

Sickness and Accident Coverage

An employee who has made a W.S.I.B. claim may apply for sick and accident coverage pending receipt of Workers' Compensation benefits. The claim will be subject to the terms and conditions of the S & A plan. Upon application for S & A the employee will sign an authorization for the W.S.I.B. to forward to the Employer a payment in the amount of the S & A received by the employee, once the claim *is* allowed.

LETTER OF INTENT #12

New Equipment and Progressive Die Press

This letter is intended to confirm the discussions between the Employer and the bargaining committee during recent negotiation meetings on the "New Job" and the "Progressive Die Press Operator Set-up" position.

New jobs will be introduced into existing classifications and, although employees in the existing Equipment/Machine Operator classification will be required to participate in, and be responsible for change-overs on the machines and equipment, the Employer does not foresee this impacting the classification of "Set-up".

The Employer does not foresee any changes to the assignments of

“Progressive Die Press Set-up Operator” or “Machine Operator/Set-up” positions from those presently being performed by those operators currently working in this classification and operating the saws and progressive die press(es) with integrated uncoiler and feeder mechanism.

LETTER OF INTENT #13

Leadhand Selecting

The Employer will solicit indications of interest in the position of Leadhand. Seniority will be amongst the factors considered in the selection of leadhands. If the senior employee is not selected for the lead hand position the union will be provided with the reason.

A leadhand will be an employee who is required to perform work of his classification and in addition shall act as a working leader to those employees assigned to him. He shall give direction on proper use of equipment, work methods and safety practices, ensure that assigned personnel are properly utilized on the available equipment. He will not have the power to discipline employees directly.

LETTER OF INTENT #14

Financial

During recent collective bargaining negotiations, the union raised the

question of which company representative to contact in the event that the information required to be supplied to the union pursuant to articles 4.06 and 4.11 is not received. In such cases the union should contact the Company's Human Resources Department.

LETTER OF INTENT #15

Agency Employees

The Company will provide to the union on each occasion that agency employees or third party employees, are in the plant as a result of customer requirements, the reasons why, the number of employees and total number of hours worked. It is clearly understood by both parties, that these employees will only perform inspecting of parts to guarantee 100% compliance with customer's needs. Inspection of parts may include using gauges as well as visual inspection, but in no case will include rework or repairs to the parts.

All Letters of Intent will form part of this agreement.

2005

JANUARY						
S	M	T	W	TH	F	S
					1	2
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY						
S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

MARCH						
S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

APRIL						
S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

MAY						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JUNE						
S	M	T	W	TH	F	S
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

JULY						
S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

AUGUST						
S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER						
S	M	T	W	TH	F	S
		1	2	3		
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

OCTOBER						
S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

NOVEMBER						
S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

DECEMBER						
S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

2006

JANUARY						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY						
S	M	T	W	TH	F	S
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

MARCH						
S	M	T	W	TH	F	S
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

APRIL						
S	M	T	W	TH	F	S
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

MAY						
S	M	T	W	TH	F	S
1	2	3	4	5	6	
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JUNE						
S	M	T	W	TH	F	S
		1	2	3		
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

JULY						
S	M	T	W	TH	F	S
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

AUGUST						
S	M	T	W	TH	F	S
	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SEPTEMBER						
S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

OCTOBER						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

NOVEMBER						
S	M	T	W	TH	F	S
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

DECEMBER						
S	M	T	W	TH	F	S
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

2007

JANUARY						
S	M	T	W	TH	F	S
	2	3	4	5	6	
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

FEBRUARY						
S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

MARCH						
S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

APRIL						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

MAY						
S	M	T	W	TH	F	S
	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

JUNE						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

JULY						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

AUGUST						
S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER						
S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

OCTOBER						
S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

NOVEMBER						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

DECEMBER						
S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

2008

JANUARY						
S	M	T	W	TH	F	S
		2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

FEBRUARY						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	

MARCH						
S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

APRIL						
S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MAY						
S	M	T	W	TH	F	S
		1	2	3		
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JUNE						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

JULY						
S	M	T	W	TH	F	S
			2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

AUGUST						
S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER						
S	M	T	W	TH	F	S
		2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

OCTOBER						
S	M	T	W	TH	F	S
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

NOVEMBER						
S	M	T	W	TH	F	S
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

DECEMBER						
S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		