

**COLLECTIVE BARGAINING
AGREEMENT**

Between

MacDon™

MacDon Industries Ltd.

And



**MacDon Industries
Employees' Association**

TERM - 60 Months

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July 31, 2013

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INDEX

	Article	Page
Arbitration	Nine	9
Attendance	Nineteen	25
Benefits	Schedule "B"	42
Bulletin Boards	Seven	6
Classification of Employees	Twenty-two	28
Company Rights	Three	3
Co-operation	Five	5
Discrimination	Seventeen	23
Employee Personnel File	Twenty-four	33
General	Eighteen	23
Grievance Procedure	Eight	6
Holidays	Ten	11
Hourly Rates of Pay	Schedule "A"	34
Hours of Work & Overtime	Twelve	13
Job Posting/Transfer	Twenty	26
Leave of Absence/Bereavement	Fourteen	18
MacDon Holidays		50
Purpose of Agreement	One	2
Representation	Four	4
Scope	Two	2
Security & Check-Off	Sixteen	22
Seniority	Fifteen	20
Shift Premiums	Twenty-three	32
Strikes & Lock-Outs	Six	6
Telephone Directory		48
Terms of Agreement	Twenty-six	33
Vacation Pay	Eleven	12
Wages & Job Classifications	Twenty-one	28
Waiver	Twenty-five	33
Workplace Safety & Health Act	Thirteen	17

COLLECTIVE AGREEMENT

Between

**MacDon Industries Ltd., a Company doing business in the
Province of Manitoba,
hereinafter referred to as**

“The Company”

-and-

**MacDon Industries Employees’ Association,
including the members thereof
hereinafter referred to as**

“The Association”

Article One: **PURPOSE OF AGREEMENT:**

1.01 Whereas the parties agree that it is mutually beneficial and desirable to arrange and maintain fair and equitable wage rates and working conditions to obtain efficient operation, to protect the safety and health of employees and to provide a mechanism for the adjustment of disputes which may arise, between die parties hereto. Therefore the Company and the Association agree as follows:

Article Two: **SCOPE:**

2.01 The Company recognizes that the Association is the sole and exclusive collective bargaining agency for all of its employees, excluding the following;

- (a) Office staff, **including** Engineering staff and Draftspersons.
- (b) Supervisors and those above **the** rank of Foreman
- (c) Foremen and Shift Supervisors.
- (d) Stationary Engineers.
- (e) Quality Control Personnel
- (f) Parts personnel, Watchmen and Gatesmen and all salaried personnel and those excluded by the Labour Relations Act.
- (g) An employee of the Company who has not completed his or her Probationary Period or a Term employee.

2.02 Each new employee will **be** informed by the Human Resources (HR) Department that the Association is the Collective Bargaining Agent for all hourly paid employees except **as** noted above. Copies of this Agreement will be given to the Ahsociation officers and additional copies made available as required to be prominently posted in the plant.

Article Three: COMPANY RIGHTS:

3.01 The sole and exclusive right to management which are not abridged by this Agreement shall include, but not be limited to, its right to establish or continue policies, practices and procedures for the conduct of the business and from time to time, to change or abolish such policies, practices or procedures; to establish and from time to time to modify or abolish the use of time standards for the measurement and/or incentive allowance of specific work performance; to determine and from time to time to redetermine the number, location, and types of its operations, and the methods, processes, materials, tools, building, equipment and machinery to be employed; to discontinue processes, or operations in whole or in part, or to discontinue their performance by employees of the Company, and to sub-contract, or contract out any or all of such operations; to transfer, sell, or otherwise dispose of its business in whole or in part; to determine and from time to time, to redetermine the number of hours per day or per week during which operations shall be carried on; to select numbers and types of employees required; to determine the amounts of overtime to be worked, and by which employees; to assign, classify, and direct workers in accordance with the requirements determined by management; to establish and change work schedules and assignments; to transfer, promote, or demote employees, lay-off, terminate, or otherwise relieve employees from duty for legitimate reasons; to establish and enforce rules for the maintenance of discipline, and protection of life and property; to suspend, discharge, or otherwise discipline employees for just cause; and otherwise to take such measures as management may determine to be necessary for the orderly or economical operation of the Company's business.

- 3.02 Unless the circumstances justify immediate suspension or discharge, the Company shall first warn an employee verbally, then in writing, before taking disciplinary action. a copy of such warning shall be filed with the Association.
- 3.03 In the normal handling of discipline cases, the discipline record of an employee shall not, under normal circumstances, be considered beyond the previous two years.

Article Four: **REPRESENTATION:**

- 4.01 The Association may appoint and the Company shall recognize a Shop Steward ,Committee not to exceed twelve (12) shop stewards **who** shall each be employees of the Company with a minimum of six (6) months service and members of the Association.
- 4.02 The Association agrees to promptly inform the Management of the Company in writing of the names of the members of the Association Executive, elected or appointed by the employees of the Company. and also of any change which takes place from time to time. The Shop Steward or the Association Executive whichever **is** actively involved at the appropriate step of the Grievance Procedure, shall be permitted to leave their regular duties to investigate grievances. In all **cases**, the Shop Steward or Association Executive shall advise the Foreman of the Department where they are employed, prior to leaving the Department, of the purpose of investigating a grievance or grievances.
- 4.03 For the purpose of this Agreement the Association Executive shall comprise of the President. a Vice-President and the Secretary or Secretary-Treasurer of the Association.

- 4.04 (a) For the purposes of negotiating the Agreement, the Association may appoint and the Company will recognize a negotiating Committee not to exceed six (6) members of the Association.
- (b) For the purposes of negotiating the Agreement, the Company may appoint a negotiating Committee not to exceed six (6) members of Management.
- 4.05 A Shop Steward will attend a meeting at which the Company is disciplining an Association member unless the employee states, in the presence of a Shop Steward, that he/she does not wish to have a Shop Steward present.

Article Five: **CO-OPERATION:**

- 5.01 All parties of this Agreement hereby commit themselves to the fullest co-operation with the object of maintaining efficient and uninterrupted production in the plant of the Company to prevent any lockout, strike, slow down or work stoppage and to ensure a peaceful adjustment of any and all grievances, disputes and differences that may arise between the parties hereto.
- 5.02 The Association agrees that each employee is responsible for the quality of his or her own work which shall be up to the standards required by the Company and the proper use, care and operation of equipment, tools and machines used by him or her in the performance of his or her work. Any noticeable depreciation in quality shall be reported immediately by the employee to the Supervisor. Failure on the part of any employee to comply with this requirement may be considered just cause for discipline.

5.03 The Company agrees to enforce and the Association agrees to have its members comply with all of the provisions of this Agreement.

Article Six: **STRIKES AND LOCKOUTS:**

6.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Association agrees that, during the term of this Agreement, there will be no strike, picketing, slow down or stoppage of work, either complete or partial, and the Company agrees that during the term of the Agreement there will be no lockout.

Article Seven: **BULLETIN BOARDS:**

7.01 The Company shall provide official bulletin boards. All job postings shall be made only on these official bulletin boards. Only bulletins pertaining to the Company policy and official Association business shall be posted on these boards. Distribution of notices, publications or pamphlets on Company time or Company property, without prior approval of the Company, is prohibited. The Company shall supply as many as eight (8) notice boards for Association use only, in mutually agreeable locations.

Article Eight: **GRIEVANCE PROCEDURE:**

8.01 Any employee covered by this Agreement who considers he or she has been unjustly dealt with or that the Agreement has been violated, shall have the right to use the following grievance procedure:

Step One

If any employee seeks adjustment of a complaint as to classification, rate of pay, or any other matter coming under the scope of this Agreement, such employee shall confer with the Foreman of the Department, either alone or accompanied by his or her Shop Steward, and the Foreman shall render a decision, not later than the next succeeding working day, unless an

extension of time is agreed upon by the employee or the Shop Steward and the Foreman. No grievance shall be presented or considered by the Foreman or by The Company where the circumstances giving rise to it occurred or originated more than three (3) full working days before the presentation of the grievance to the Foreman.

Step Two

Should the verbal decision of the Foreman be unsatisfactory to the employee, the employee's complaint shall be written up and signed by the employee making the complaint and delivered to the Foreman not later than the next working day. The Foreman upon receiving the written complaint will make his comments thereon, sign the complaint form, deliver a copy to the employee or to the Shop Steward and deliver one copy to a Plant Superintendent, not later than the next working day.

If the complaint is not resolved at this point, the Shop Steward will forward a copy of the written complaint form to the Association Executive. For the purpose of this Agreement the delivery of a copy of the written complaint form to any member of the Association Executive shall constitute good and sufficient delivery to or service upon the Association Executive.

Step Three

Should the decision of the Foreman be unsatisfactory to the Association Executive, the matter may be referred to a Plant Superintendent who shall, within twenty-four (24) hours following receipt of a copy of the written complaint, render a decision in writing to the Association Executive unless an extension of time is mutually agreed upon in writing. If the Association Executive fail to refer the matter to a Plant Superintendent within three (3) working days of the delivery to them of a copy of the written complaint form, the complaint shall be deemed to be resolved.

Step Four

Should the decision of a Plant Superintendent be unsatisfactory to the Association Executive, the Association Executive may refer the matter to the appropriate Director for the Company provided that if the Association Executive fail to refer the matter to the appropriate Director within three (3) working days alter receiving the decision of a Plant Superintendent, the complaint shall he deemed to be resolved. The appropriate Director shall render a decision within three (3) working days alter having received all material pertinent to the complaint unless an extension of time is mutually agreed upon. The Shop Steward representing the employee may be called in at the request of either party to the dispute. If the appropriate Director and the Association Executive cannot agree upon a settlement of the complaint, then it shall be referred to Arbitration. as dealt with under Article 9 of this Agreement.

- 8.02 Grievances may be discussed with the Management Committee by the Association Executive during working hours but lengthy negotiations for settlement of the differences shall be conducted outside of working hours at a time and date agreeable to both the Company and the Association.

For the purposes of this Agreement the Management Committee shall comprise the President and/or the Vice President. the Director of Manufacturing arid the Director of Human Resources or any three Company officers designated from time to time by the Company.

- 8.03 Nothing contained herein shall prevent suspension of an employee pending an investigation.

8.04 Should the Association fail to carry on a Grievance within the time limits set out in this Agreement, or agreed upon, then the grievance shall be deemed to be abandoned. Should the Company fail to answer a grievance within the time limits set out in this Article, or agreed upon, then the grievance shall be awarded to the Association.

8.05 Either the Company or the Association may initiate a complaint regarding an alleged infraction of this Agreement. The complaint shall be discussed between the Company and the Association, and failing a satisfactory settlement within twenty-one (21) days, either party may apply for Arbitration in accordance with Article 9. Any complaint presented by either party must be filed within fifteen (15) working days after the cause of the complaint became known.

Any complaint presented by the Company must be filed within fifteen (15) working days after the cause of the complaint became known to the Company.

Article Nine: ARBITRATION:

9.01 Where a difference arises between the parties hereto relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violared, either of the parties may, after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to ai-bitration and such notice shall state the name of its appointee to the arbitration hoard. The recipient of the notice shall, within ten (10) days, advise the other party of the name of its appointee to the arbitration hoard. If any party refuses or neglects to appoint an arbitrator in accordance with the foregoing provisions, the sole arbitrator appointed shall at the request of the party appointing him or her proceed to hear and resolve the matter or matters to be arbitrated as if he or she

were a single arbitrator appointed by both parties for that purpose and in that event the decision of such sole arbitrator shall be binding on both parties and upon any employee affected by it.

- 9.02 The two appointees shall, within seven (7) days of the appointment of the second, appoint a third person who shall be Chairperson, or if the two appointees fail to agree upon a Chairperson within the time limit, the appointment shall be made by the Manitoba Labour Board at the request of either party. The arbitration board shall hear and determine the difference of allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of the majority shall be the decision of the arbitration board, but if there is no majority, the decision of the Chairperson shall govern.
- 9.03 No person may be appointed to the arbitration board who has been involved in an attempt to negotiate or settle the grievance. Each of the parties hereto will bear the expense of the representative appointed by it, and the parties will jointly bear the expenses, if any, of the Chairperson of the arbitration board.
- 9.04 At any stage of the grievance procedure including arbitration, the parties may have the assistance of the employee or employees concerned and any necessary witnesses, and all reasonable arrangements will be made to permit the parties to have access to the plant to view disputed operations.
- 9.05 It is understood and agreed that in cases where the arbitration board finds that the Company has violated any of the provisions of this Agreement, and that such violation has resulted in a loss of wages or other remuneration, the arbitration board shall have the authority to order the Company to pay such lost wages or other remuneration to the employees either in full or in part as to whatever the arbitration board appears just.

- 1.06 The Collective Agreement shall provide for the final and binding settlement by arbitration without stoppage of work of all differences between the parties arising from the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable.

Article Ten: **HOLIDAYS:**

- 10.01 Employees shall be paid a normal day's pay without being required to render any service for New Year's Day, Louis Riel Day, Good Friday, Victoria Day, Canada Day, August Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and December 24, 2008, December 29, 2008, December 30, 2008, December 31, 2008, January 2, 2009, December 24, 2009, December 29, 2009, December 30, 2009, December 31, 2009, December 24, 2010, December 29, 2010, December 30, 2010, December 28, 2011, December 29, 2011, December 24, 2012, December 27, 2012, December 28, 2012, December 31, 2012.

Any employee who works on one of the negotiated days-off list above (non statutory holidays) will be paid at straight time only. Should any of the days listed in 10.01 fall within an employee's vacation period, such vacation period shall be extended by one paid day for each day listed in 10.01 that falls in such vacation period.

- 10.02 An employees' entitlement to be paid for those holidays specified in 10.01 shall be governed by Section 22 of the Employment Standards Code, provided that the Company shall be entitled to request evidence of illness up to and including a physician's confirmation.
- 10.03 In the event that one of the paid holidays specified in paragraph 10.01 occurs during a Saturday or Sunday, the Company will declare a workday immediately preceding or succeeding the Saturday or Sunday as a Company Holiday in lieu of the specified holiday.

Article Eleven: VACATION PAY:

11.0) Effective September 1, 2008 vacation pay shall be earned, accumulated and then paid based on an approved vacation leave request. Vacation pay will be paid in forty (40) hour allotments (one week increments). It will be paid the Friday following the week of vacation leave and each subsequent week thereafter if the leave is greater than one (1) week. If the accumulated vacation pay is less than forty (40) hours, the accumulated vacation pay amount will be paid out. Vacation pay that has been accumulated, but not paid out by August 31st of each year, will be paid out on the second Friday of September. Vacation pay will be accumulated based on regular earnings at the following percentages:

- (a) An employee with less than three (3) years of continuous service shall be paid an amount equal to four (4) percent.
- (b) An employee with more than three (3) years of continuous service and less than ten (10) years of continuous service shall be paid an amount equal to six (6) percent.
- (c) An employee with more than ten (10) years of continuous service and less than fifteen (15) years of continuous service shall be paid an amount equal to eight (8) percent.
- (d) An employee with more than fifteen (15) years of continuous service shall be paid an amount equal to ten (10) percent.

Vacation Entitlement as of June 30th in each Calendar Year:

Greater than one (1) and less than three (3) years of service –

Two (2) Weeks (80 hours)

Less than ten (10) years of service – Three (3) Weeks (120 hours)

Less than fifteen (15) years of service – Four (4) Weeks (160 hours)

Greater than fifteen (15) years of service – Five (5) Weeks (200 hours)

11.02 The Association acknowledges that the Company may require the plant to be closed for the purpose of providing a general vacation period or at its option may stagger vacation periods of the employees so that continuous production may be maintained. In the latter case, the Company shall make every reasonable effort to meet the wishes of the employees in allocation of vacation periods.

Article Twelve: **HOURS OF WORK & OVERTIME:**

12.01 The day, as observed by the Company, shall be a twenty-four (24) hour period from 0001 hours to 2400 hours using the universal clock.

12.02 **Except** for seven (7) days operations, the normal hours of work shall be eight (8) hours per day, five (5) days per week. Monday through Friday. This defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week. The work week shall be consecutive days.

12.03 Since the Company work load dictates that the Company operate different shifts within the plant, variations result as follows:

A. Continuous 3 shifts of 8 hours each during the 24 hour period of each day - over a 5 day period of each week.

0700 hours - 1500 hours

1500 hours - 2300 hours

2300 hours - 0700 hours

Breaks - two - 12 minutes

Meals - one - 20 minuter lunch (paid)

B. Continuous operations - 7 days/week - 4 work shifts 2 per day - 2 shifts of 12 hours each 24 hours/day.

0700 hours - 1900 hours

1900 hours - 0700 hours

Breaks - three - 12 minutes

Meals - two - 20 minutes lunch (paid)

C. 0700 hours - 1530 hours

0730 hours - 1600 hours

0800 hours - 1630 hours

1530 hours - 2400 hours

1600 hours - 0030 hours

1630 hours - 0100 hours

Breaks - two - 12 minutes

Meals - one - 30 minutes lunch (unpaid)

Nothing contained herein shall nullify the right of the Company to change the hours and periods of work. Under normal conditions, the Company agrees to give four (4) full working days notice of a shift change. It is understood and agreed by both parties that overtime work is a necessary part of operations which will be kept to a minimum, to be governed by the requirements of production.

The Company shall give notice of overtime as far in advance its is practical. All overtime work must be authorized by the employee's supervisor.

- 12.04 All employees shall have two (2) twelve (12) minute rest periods or breaks during the day without deduction from pay as provided in Article 12.03. Notwithstanding 12.03, the times at which rest periods are taken shall be determined by the Company. Any abuses of the time limitation is justifiable cause for disciplinary measures against the employee abusing the privilege.
- 12.05 Employees working overtime shall be compensated as follows as per Employment Standards Code Sections 10, 12, 17 and 28.
- (i) 150% of the employee's regular hourly rate for all hours worked in excess of eight (8) hours a work day during the scheduled work week.
 - (ii) 150% of the employee's regular hourly rate for hours worked on Saturday (except those employees engaged in shift work during continuous operation as set out in Section 12 of "The Employment Standards Code" and outlined in this Agreement under Article 12.03, Section B).
 - (iii) 200% of the employee's regular hourly rate for all hours worked on Sunday plus all hours worked in excess of twelve (12) hours during any scheduled workday. (Except those employees engaged in shift work during continuous operation as set out in Section 12, of "The Employment Standards Code" and outlined in this Agreement under Article 12.03, Section B).
 - (iv) Whenever the Company requires an employee to work on any of the paid statutory holidays in Article 10.01 hereof (except those employees engaged in shift work during continuous operation) such employee shall be given 150% for scheduled hours worked on the paid statutory holiday. in addition to the holiday pay, and 200% for any overtime.

- (v) **All** employees retain the right to decline overtime hours except in cases of emergency under Employment Standards Code Section 19.
- (vi) An employee showing up for his or her regular shift prior to receiving Notice of Plant Shutdown and is sent home for any reason other than disciplinary, will be reimbursed no less than four **(4)** regular hour.;
- (vii) An employee reporting on time for his or her regular shift and upon arriving finds the plant closed because of weather conditions. will be reimbursed one **(1)** hour regular pay, where the employee has received Notice of Plant Shutdown. **An** announcement on radio or television at least once during the twelve **(12)** hour period preceding the commencement of **the** employee's shift shall be deemed to be Notice to an employee of a plant shutdown.
- (viii) Employees who are requested to work outside of their regularly assigned hours, after having left the Company buildings on completion of their working day or before arriving in the Company building.;; and are required to go on duty for repair or other work and report for duty in a reasonable length of time after having been called, shall receive no less than four **(4)** hours pay at his/her regular rate, or for hours worked, **at** overtime rates, whichever is greater.

12.06 Any employee who is asked to work overtime after his/her regular shift is over he/she will receive one **(1)** twelve **(12)** minute paid coffee break. Should the overtime exceed two **(2)** hours but not more than four **(4)** hours the employee will receive another twelve **(12)** minute paid coffee break after the first two **(2)** hours. Should the overtime exceed four **(4)** hours, a one half **(.5)** hour unpaid lunch break will be given after the first four **(4)** hours of overtime.

12.07(a) **As** far as reasonably possible and practical, available overtime in a classification shall be equitably distributed amongst employees of the same classification, working in the same Department and the same building, in which the overtime is available. provided that this provision shall not be construed to require the reassignment from one shift to another of employees in order to achieve equitable distribution.

(b) In determining which employees the overtime shall be assigned to, the Company shall be entitled to take into account the skill and ability of the employees, the proficiency of the employees with respect to the work required to be done and the decisions of the Company with respect to the assignment of overtime and its distribution. shall not be the subject of any grievances.

(c) Employees who agree to work overtime, and fail to work the agreed overtime, may, in the discretion of the Company, be passed over for future overtime for a reasonable period of time.

Article Thirteen: **WORKPLACE SAFETY & HEALTH ACT:**

13.01 The Workplace Safety & Health Committee will have two (2) Co-Chairpersons; one from Management and one from the Association and will be structured, and will perform duties and functions, in accordance with the Workplace Safety and Health Act.

13.02 Each employee shall comply strictly with all Safety Rules and Regulations now in force or made from time to time and posted.

13.03 The Company shall endeavor at all times to provide safety appliances and maintain sanitary conditions in accordance with the Workplace Safety & Health Act.

- 13.04 The Association agrees that it shall co-operate with the Company to the fullest extent in the maintenance of safety appliances and the maintenance of sanitary and health conditions. The Association agrees to work with the Company in instituting and operating a safety and fire program.
- 13.05 **Be Safety Conscious - THINK SAFETY - WORK SAFELY. NO JOB IS SO URGENT THAT IT CAN'T BE PERFORMED SAFELY.** Read the Safety Manual and become thoroughly familiar with all aspects of Safety.
- 13.06 The Department Safety Representative will be promptly notified of any fatalities, serious injuries or potential serious misses, resulting from work related accidents.
- 13.07 The Co-chairpersons of the Committee or their designate shall accompany a Workplace Health and Safety officer on an inspection tour if requested to do so.

Article Fourteen: **LEAVE OF ABSENCE/BEREAVEMENT:**

- 14.01 An Employee will be allowed a leave of absence without pay for personal reasons if
- He or she requests it from the Management in writing giving reasons which warrant or justify leave of absence. In all cases of request for leave of absence for personal reasons, the request will be considered secondary to Company production requirements. Request for emergency leaves of absence will be given every consideration by the Company. All requests for leave of absence shall be made prior to the employee absenting himself or herself from work and all information copies will be furnished to the Association.
- 14.02 Any request for a leave of absence for personal reasons or extensions thereof, shall be applied for in writing to the proper officers of the Company.

14.03 (a) Subject to sub-paragraphs (b) and (c) hereof:

(i) in the event **of** the death of an employee's wife, husband, father, mother, father-in-law, mother-in-law, son, daughter, brother, sister, grandmother, grandfather, grandchild, common law spouse, mother or father of a registered common law spouse, the Company will grant three (3) days leave of absence with pay: and

(ii) in the event of the death of a daughter-in-law or son-in-law of an employee or **of** a grandmother, grandfather, sister and brother of an employee's spouse or **of** a registered common law spouse, the Company will **grant** one (1) day leave of absence with pay.

(b) Upon the death of a relative mentioned in sub-paragraph (a), and as a condition to receiving leave of absence with pay, the Employee shall, **as soon as** reasonable, advise the Company in writing of the date of death, the name of the deceased relative and the relationship;

(c) an employee will **not be entitled** to any leave of absence with pay, in those cases where the death of a relative mentioned in sub-paragraph (a) occurs when the Employee is absent from work during vacation, leave of absence, layoff, industrial injury or illness or for other legitimate reason.

14.04 Employees not returning to work on the expiration **of** a leave of absence shall be considered to have voluntarily terminated their employment and shall be removed from the seniority list **of** the Company.

Article Fifteen: **SENIORITY:**

15.01 The parties recognize that job opportunity and security shall increase in proportion to length of service and ability.

It is therefore agreed that in all cases of vacancies, promotions, transfers, lay-offs and recall after lay-offs, employees shall be entitled to preference according to their classification and length of service. Seniority with the Company will be based on actual date hired except as herein provided.

15.02 Company seniority regardless of department seniority shall be the deciding factor in the case of all equally qualified employees on all occasions when a lay-off is necessary due to a lock of work. When a vacancy occurs, a notice will be posted on the bulletin boards, indicating the class of employee for which there is a vacancy and a notice shall be sent by registered mail to the laid-off employee's last address shown on Company records, providing that, in the opinion of the Company, he/she is capable of performing the work for which there is a vacancy. If the laid-off employee returns and is engaged in the same job as when he/she was laid-off, his/her classification shall be sustained. Should ~~the~~ returned employee be engaged for another class of work, he/she will be reclassified on his/her ability to perform the work and be paid the prevailing rate for the classification.

15.03 Seniority shall be taken into consideration when making an appointment to higher positions. In cases where qualifications are relatively equal, seniority shall be the determining factor.

15.04 Term and Probationary employees do not accumulate seniority rights.

- 15.05 In recognition, however, of the responsibility of Management for the efficient operation of the plant, it is understood and agreed that in an appointment of an employee to a higher position, Management shall have the right to pass over any employee if the Company is of the reasonable opinion or belief that he or she does not have the ability or the physical fitness to perform the work.
- 15.06 Employees who are hired or rehired will either be Term or Probationary employees.
- 15.07 Seniority of each employee covered by this Agreement shall commence with the successful completion of their probationary period. Seniority shall be maintained and continue to accumulate during:
1. Absence due to lay-off caused by lack of work up to twenty-four (24) consecutive months.
 2. Absence due to personal sickness or accident up to twenty-four (24) consecutive months provided that monthly in-person interviews occur with the Director of Human Resources or their designate providing updates on the employee's status, if required by the Company.
- 15.08 An employee shall lose his or her seniority standing and his or her name shall be removed from all seniority lists and shall cease to be an employee for any of the following reasons:
1. If the employee voluntarily quits;
 2. If the employee is discharged for proper cause and is not reinstated in accordance with the provisions of the Agreement;
 3. If the employee is laid-off and fails to return to work within four (4) calendar days after he or she has been notified to do so by the Company;

4. If an employee is laid-off due to lack of work and such lay-off continues for a period of more than twenty-four (24) consecutive months;
 5. If the employee fails to remain a member of the Association;
 6. If the employee fails to return to work upon the expiration of an authorized leave of absence;
 7. If the Employee is absent for three (3) consecutive working days without the Company's consent or without proper excuse;
 8. Except as provided by Section 22.06 if the employee retires.
- 15.09 The Company will maintain a seniority list to be revised every four (4) months which, between revisions, will be kept up-to-date by the HR Department. A copy of the seniority list will be given to the Association and they will have access to the up-to-date list between revisions. Seniority list to be posted on bulletin boards and updated every four (4) months.
- 15.10 The Executive of the Association, during their terms of office will head the seniority list in their respective classifications in the event of a lay-off or a recall.

Article Sixteen: **SECURITY AND CHECK-OFF:**

- 16.01 It is agreed that all employees now members of the Association shall, as a condition of employment, remain in good standing for the duration of this Agreement. All new employees hired after the adoption of this Agreement shall become members upon the successful completion of their probationary period.
- 16.02 The Company agrees to provide the Association with a monthly record of all employees covered by this Agreement and dues deducted, and to deduct from each employer's wages, the Association dues for that month or an amount equivalent to the regular monthly dues authorized by the constitution of the Association on or before the 15th day of the following month.

16.03 The Company check-off of dues shall continue during the lifetime of the Agreement or any renewal thereof, and shall be continued throughout any period during which the parties are engaged in negotiations with a view to making a new Agreement, and it shall apply to all employees in the bargaining unit subject to Article Two hereof.

16.04 The Association agrees to reimburse and protect the Company against any claim or liability arising out of or resulting from the operation of this Article.

Article Seventeen: **DISCRIMINATION:**

17.01 The Company and the Association agree that there will be no discrimination against any employee pursuant to the Human Rights Code of Manitoba.

Article Eighteen: **GENERAL:**

18.01 Without in any way limiting or abrogating the rights of the Company under Article 3.00, (Company Rights) employees are required to work commencing with and ceasing with time clock signals.

Employees are expected to be at their work station ready for work when the starting signal sounds, and to remain there until the signal sounds break period or the end of the work shift.

Employees found washing up or otherwise preparing to leave the plant prior to the clock signal will be subject to disciplinary action up to and including dismissal. The time required for storing tools or cleaning the work area will be considered as part of the normal working day.

- 18.02 If an employee is absent from his or her work area, the employee shall notify the Foreman, the Foreman's superior or his or her reporting office of his or her intended absence; the cause thereof and how long he or she will be away. If the procedure fails, leave a message with the HR Department. This message will be recorded. Unauthorized absences are just cause for discipline up to and including dismissal.
- 18.03 When an employee is injured while at work, so seriously as to require medical attention, the employee will be paid for time lost on the day he or she was injured up to the end of the regular shift.
- 18.04 Any employee who requires immediate medical attention as a result of injury at work shall:
- (a) As soon as possible notify a Foreman or have a Foreman substantiate the injury through the Company's medical attendant in the Medical Inspection Room when applicable.
 - (b) If the employee is unable to drive or has no transportation the medical attendant will telephone for a taxi or ambulance, whichever is required. The Company will pay for the transportation.
- 18.05 All employees must provide hand tools of adequate kind and quality as required in the performance of their job function. Failure to meet this requirement can result in the employee being suspended or discharged.
- 18.06 Pay stubs shall be delivered by the Company to each employee not later than the last break on the established pay day. Any employee absent on pay day shall obtain his or her pay stub from the HR Department of the Company during the business hours.

- 18.08 The Company shall have the right to use the employees portion of any reduction in Employment Insurance Premiums permitted the Company under the Employment Insurance Act, to assist. whether Funded wholly or in part by the Company. in the funding of employee benefits of any kind as are now or hereafter provided by the Company including without limitation, disability benefits and benefits of a like kind.
- 18.09 Effective the first (1st) August 2008 and during each following calendar year, the Company will make a contribution towards the cost of CSA approved safety boots which are purchased during that year by a regular employee for his/her own use. Such Company contributions shall be limited to a maximum per regular employee of one hundred and fifty dollars (\$ 150.00) and will become effective after an employee has seniority. Effective the first (1st) August 2010 the Company contribution will be one hundred and seventy-five dollars (\$175.00). The wearing of approved safety hoots shall be a condition of employment for all employees.
- 18.10 The Shop Stewards Committee shall receive eight (8) hours of training per year.

Article Nineteen: ATTENDANCE:

- 19.01 Without limiting Company's right to discharge in accordance with Article Three (3) (Company's Rights). employees shall automatically lose pay for the actual late time, plus a six (6) minute penalty.
- 19.02 Employees who punch cards other than their own or an extra card for the purpose of avoiding lateness penalty or any other ulterior motive, shall be subject to disciplinary action up tu and including dismissal on the first offence.
- 19.03 In accordance with Article 18.01, any employee who has not punched a time card prior to the sounding of the starting signal, will be deemed late and shall be automatically **assessed** a penalty of six (6) minutes.

- 19.04 If an employee is late, he or she must report to the Foreman and receive the Foreman's permission before starting work and having received this permission, will be paid only for the time worked less the six (6) minutes penalty. If permission is not granted by the Foreman, then the Foreman and a Superintendent will make the decision whether the employee is subject to suspension or not.
- 19.05 An employee who suffers from an illness or an injury, for whatever reason, and is unable to perform his/her job as a result thereof, will be given preference on the posting for a new job or a vacancy for which he/she is qualified and willing to perform at the rate of pay for such position to be commensurate with the employee's skill and ability. The Company agrees to notify the Association of any decisions made in regards to this article.
- 19.06 An employee that has been absent from work for two consecutive days for whatever reason, must contact the HR Department to advise the Company of the date that they will be available, the return to work date, and to confirm on which shift.

Article Twenty: **JOB POSTING/TRANSFER:**

- 20.01 Except as provided in Article 20.04, whenever a vacancy occurs on a job with a classification in Labour Grade Two (2) or above, the Company will post such an opening on an official bulletin board, indicating the job title, labour grade, shift and qualifications required. Such notices shall remain on the bulletin board for not less than three (3) working days before the job opening is filled; however, the Company may temporarily assign any employee on such an opening during the time required to complete this procedure.

20.02 Any employee who wishes to transfer to a job opening posted on the bulletin board, must fill out an "Application for Transfer" at the HR Department, on or before the closing date and hour specified on the posted notice, or else the employee need not be considered for the opening. The closing date and hour will be a minimum of seventy-two (72) hours from the time the notice is posted.

20.03 Employees who have filed an "Application for Transfer" form will be given consideration by the Company in compliance with the principles set forth in the section covering seniority except that it is agreed that once an employee has been transferred to a new position at his or her request, the Company need not consider a further request for transfer to another position until the employee has served a minimum of six (6) months on the position to which the employee was transferred at his or her request.

Employees who file an "Application for Transfer" form who are not assigned to the job opening for which they applied shall, upon request be given the reason for the Company decision.

20.04 The job vacated by the employee successful in his or her bid for transfer, will be filled at Management's discretion subject to provisions of Article 15 of this Agreement. The job will not be posted and every effort will be made to fill the vacated job from the Department.

20.05 Employees may be loaned to another department, or placed on another job for a maximum of thirty (30) working days subject to provisions of Article 22.09. If they remain on the job for more than thirty (30) working days, the employee at his or her request must be reclassified to the new job and department.

20.06 Employees who wish to transfer to equal or lower labour grade jobs must file a request on "Application for Transfer" form with a Plant Superintendent. The applicable pay grade will apply.

20.07 An employee who is accepted for promotion on the basis of a job posting and either finds himself or herself unable to perform duties of the new classification or in the opinion of the Company has not attained a satisfactory level of performance, may be returned to or request to be returned to his or her former classification within thirty (30) working days.

Article Twenty One: **WAGES AND JOB CLASSIFICATION:**

21.01 During the term of this Agreement, the Company and the Association agree that all payments of wages shall be made in accordance with the wage rates, job classifications, and job descriptions set forth in Schedules A and B, hereto which are hereby made a part of this Agreement.

21.02 Promotion from one classification to a higher one, will be made by progressive rates as outlined in Schedule A.

21.03 Nothing in this Agreement shall prevent the Company from paying higher rates than shown in Schedule A.

21.04 Job descriptions are contained under separate cover identified as MacDon Industries Ltd. Job Classification Manual. A copy of this manual shall be presented to the Association and it is to be used in conjunction with and complimentary to the Agreement.

Article Twenty Two. **CLASSIFICATION OF EMPLOYEES:**

22.01 All jobs covered by this Agreement will be classified and rated by the Company. Every job will be classified by job levels.

- 22.02 (a) Employees who are hired or rehired will, subject to termination as hereinafter set forth, be required to serve four (4) consecutive periods of ninety (90) calendar days as Term employees, the employees will then become Probationary employees for one (1) further ninety (90) day calendar period. Upon successful completion of the four (4) consecutive ninety (90) calendar day periods and the ninety (90) day Probationary period, the employees will be placed on the seniority list **a.** of the date upon which he or she was hired as a Probationary employee.
- (b) The employee will be promoted to Wage Level One (1) for the appropriate technical grade on Schedule "A" if he or she has not already been accelerated to that level or beyond.
- (c) The four (4) consecutive ninety (90) calendar day periods and the ninety (90) day Probationary period must be successfully completed within a twenty four (24) month period.
- (d) At any time during any of the Term periods, or the Probationary period, the Company may discharge, layoff, discipline, or transfer such employee without cause and without notice and without obligation to rehire such employee. The discipline, termination or layoff of such an employee shall not be the subject matter of a grievance.
- (e) Notwithstanding *the* provision of Section 22.02(a) hereof, the Company will be entitled upon it being satisfied that the employee has the necessary aptitude, skills and experience, to shorten the number of periods which must be served as a Term employee.

- (f) When a Term employee starts their fourth term the Company will post the job if it is at Grade 2 or higher to allow all Permanent employees an opportunity to be considered for the position.
- (g) If a requirement exists to immediately hire a new employee at a Probationary level the job will also be posted to allow all Permanent employees an opportunity to be considered for the position.
- (h) If the job classification in (f) or (g) above, has been posted within the last ninety (90) days the need to post the job is waived.

22.03 Promotion beyond Wage Level One (I) will be based on seniority and ability. quality and quantity of work, and the employee's demonstrated qualifications, shall be the deciding factors for promotion.

22.04 Each employee of the Company who has reached Wage Level One (I) will be reviewed as to work performance, attitude and potential annually. The method or review will be the prerogative of the Company, and shall include the employee's Foreman. The Association Executive may have access to the results of the review.

22.05 Achievement of higher wage rates through progression assumes that an employee will maintain a constant rate of progression in the accumulation of skill and job knowledge.

Should an employee, in the opinion of the Company, have not made sufficient progress to warrant an increase, he or she may be released or retained at a Wage Level commensurate with his or her demonstrated ability, subject to the employee's right to grieve in accordance with Article 8. There shall be no restrictions of the Company's right to accelerate progression in cases of exceptional merit.

- 22.06 Employees who return to work following retirement, at the request of the Company. or who are allowed to continue working past their retirement date with Company consent, shall retain their seniority standing attained upon reaching the age of sixty five (6.5)years which shall be the retirement age.
- 22.07 Increases shall be effective at the start of the first complete pay period following an employee's date of progression.
- 22.08 The Company recognizes a Training Period of up to ninety (90) working days used to upgrade technical skills of employees already members of the Association.

The Company, agrees to notify the Association in writing the names of the employees undergoing training periods. Those individuals under training will be reclassified as soon as their skill level has reached the qualifications of the job. In the event that the employee does not meet the standard, he or she will be returned to his or her former position or an equivalent position.

- 22.09 Training of other employees shall be considered a part of the normal duties of all employees.
- 22.10 If an employee is called upon to perform the operation of a higher paid job classification for the major portion of the week, he or she will be paid the rate applicable to the higher job classification. No employee will be scheduled a series of assignments for less than a major portion of a work week in order to avoid paying the rate of higher classification. In addition should an employee be required to serve in a higher job classification for over thirty (30) working days, the employee at his or her request must be transferred and reclassified to the new job and department unless otherwise notified in advance that the engagement in the higher classification is temporary.

- 22.11 The job classification "Lead Hand" will pay a premium of thirty-five (35) cents over the highest rate of employees supervised. It is recognized that "Lead Hands" are engaged to assist Foremen and Charge Hands and are responsible for the quality and quantity of work done by employees in their group. A "Lead Hand" must have charge of three (3) or more employees before he or she is entitled to a "Lead Hand" premium.
- 22.12 The job classification "Charge Hand" will pay a premium of sixty-five (65) cents over the highest rate of employees supervised. "Charge Hands" are engaged to assist Foremen and are responsible for the quality and quantity of work done by employees in their group. A "Charge Hand" must have charge of six (6) or more employees before he or she is entitled to a "Charge Hand" premium. A "Charge Hand" may be required to fill the position of shift supervisor when the need arises.
- 22.13 The job classification "Set Up" as it applies to the Fabrication/Machine Shop, Paint Shop, Main Frame Line in the Welding Department, will pay a premium of forty-five (45) cents higher than the present wage rate of the incumbent. It is recognized that "Set Up" individuals are engaged to assist Foremen and are responsible for the quality and quantity of their work.

Article Twenty Three: **SHIFT PREMIUMS:**

- 23.01 Employees who are required to work evening or night shifts will receive a shift premium. The actual amounts are as follows:

	<u>Evening Shift</u>	<u>Midnight Shift</u>
August 1, 2008	.80	.90
August 1, 2009	.85	.95
August 1, 2010	.90	1.00
August 1, 2011	.95	1.05
August 1, 2012	1.00	1.10

Article Twenty Four: **EMPLOYEE PERSONNEL FILE:**

24.01 Upon written request to the HR Department, an employee shall have the right to examine in the presence of the Director of HR or their designate, alone or with a member of the Shop Committee. the personnel file kept by the Company for that employee.

Article Twenty Five: **WAIVER:**

25.01 A waiver by either party hereto of the performance or observance by the other of any tertii of provision of this Collective Agreement shall not of itself constitute a waiver of any subsequent breach of such term or provision of this Collective Agreement.

Article Twenty Six: **TERMS OF AGREEMENT:**

26.01 This Agreement shall become effective from and including 1st August 2008 and shall continue in effect up to and including the 31st July 2013, and shall remain in effect from year to year thereafter unless either party. within the period of six (6) months next preceding the date of expiry or termination of this Agreement by notice in writing either terminates the Agreement or requires the other party to this Agreement to commence Collective Bargaining with a view to revision or negotiations of a new Collective Agreement.

1	Paintline Attendant	10.68	12.10	13.54
	Grinder/Chipper	10.68	12.10	13.54
	Janitor	10.89	12.34	13.81
	General Worker	10.89	12.34	13.81
		10.89	12.34	13.81
2	Truck Driver	11.04	12.39	13.75
	Parts Order Filler	11.04	12.39	13.75
	Machine Operator	11.26	12.64	14.03
		11.26	12.64	14.03
		11.26	12.64	14.03
3	Assembler	11.76	13.38	14.95
	Expeditor	11.76	13.38	14.95
	Spot Welder	12.00	13.65	15.25
	Forklift Operator	12.00	13.65	15.25
	Shipping Personnel	12.00	13.65	15.25
4	Punch Press Operator	12.31	13.83	15.31
	Saw Operator	12.31	13.83	15.31
	Tool Crib Attendant	12.56	14.11	15.62
	General Maintenance	12.56	14.11	15.62
	Warehouseman/Shpr	12.56	14.11	15.62
	Shipping Forklift Operator			
	Tire Tube Cell			
5	Spray Painter	12.82	14.34	15.91
	Milling Mach. Operator	12.82	14.34	15.91
	Lathe Operator	13.08	14.63	16.23
	Brake Operator	13.08	14.63	16.23
	Shear Operator	13.08	14.63	16.23
	Welder			

HOURLY RATES

EFFECTIVE

DATE	1	2	3	4	5	6	7	8	9	10
I AUG 08	16.46	17.15	17.75	18.52	18.87	19.24	19.59	19.93	20.27	20.70
I AUG 09	16.79	17.49	18.11	18.89	19.25	19.62	19.98	20.33	20.68	21.11
I AUG 10	17.29	18.01	18.65	19.46	19.83	20.21	20.58	20.94	21.30	21.74
I AUG 11	17.81	18.55	19.21	20.04	20.42	20.82	21.20	21.57	21.94	22.39
I AUG 12	18.34	19.11	19.79	20.64	21.03	21.44	21.84	22.22	22.60	23.06
I AUG 08	16.62	17.58	18.52	18.87	19.24	19.59	19.93	20.27	20.70	21.07
I AUG 09	16.95	17.93	18.89	19.25	19.62	19.98	20.33	20.68	21.11	21.49
I AUG 10	17.46	18.47	19.46	19.83	20.21	20.58	20.94	21.30	21.74	22.13
I AUG 11	17.98	19.02	20.04	20.42	20.82	21.20	21.57	21.94	22.39	22.79
I AUG 12	18.52	19.59	20.64	21.03	21.44	21.84	22.22	22.60	23.06	23.47
I AUG 08	18.25	18.52	18.87	19.24	19.59	19.93	20.27	20.70	21.07	21.47
I AUG 09	18.62	18.89	19.25	19.62	19.98	20.33	20.68	21.11	21.49	21.90
I AUG 10	19.18	19.46	19.83	20.21	20.58	20.94	21.30	21.74	22.13	22.56
I AUG 11	19.76	20.04	20.42	20.82	21.20	21.57	21.94	22.39	22.79	23.24
I AUG 12	20.35	20.64	21.03	21.44	21.84	22.22	22.60	23.06	23.47	23.94
I AUG 08	18.52	18.87	19.24	19.59	19.93	20.27	20.70	21.07	21.47	21.91
I AUG 09	18.89	19.25	19.62	19.98	20.33	20.68	21.11	21.49	21.90	22.35
I AUG 10	19.46	19.83	20.21	20.58	20.94	21.30	21.74	22.13	22.56	23.02
I AUG 11	20.04	20.42	20.82	21.20	21.57	21.94	22.39	22.79	23.24	23.71
I AUG 12	20.64	21.03	21.44	21.84	22.22	22.60	23.06	23.47	23.94	24.42
I AUG 08	19.24	19.59	19.93	20.27	20.70	21.07	21.47	21.91	22.33	22.70
I AUG 09	19.62	19.98	20.33	20.68	21.11	21.49	21.90	22.35	22.78	23.15
I AUG 10	20.21	20.58	20.94	21.30	21.74	22.13	22.56	23.02	23.46	23.84
I AUG 11	20.82	21.20	21.57	21.94	22.39	22.79	23.24	23.71	24.16	24.56
I AUG 12	21.44	21.84	22.22	22.60	23.06	23.47	23.94	24.42	24.88	25.30

SCHEDULE "A" HOURLY RATES OF PAY (Continued)

TERM EMPLOYEE
PROBATIONARY EMPLOYEE

90 CALENDAR DAYS

TECHNICAL GRADE CLASSIFICATION LEVEL C LEVEL B LEVEL A

6	Experimental Mech. Maintenance Mech. (NC) Operator	
7	Tool & Die Maker Jigs and Fixtures	
8		
9	Journeyman - Electrician Journeyman - Industrial Mechanic Journeyman - Tool & Die Maker	
10		

HOURLY RATES

EFFECTIVE DATE	1	2	3	4	5	6	7	8	9	10
I AUG 08	19.59	19.93	20.27	20.70	21.07	21.47	21.91	22.33	22.70	23.21
I AUG 09	19.98	20.33	20.68	21.11	21.49	21.90	22.35	22.78	23.15	23.67
I AUG 10	20.58	20.94	21.30	21.74	22.13	22.56	23.02	23.46	23.84	24.38
I AUG 11	21.20	21.57	21.94	22.39	22.79	23.24	23.71	24.16	24.56	25.11
I AUG 12	21.84	22.22	22.60	23.06	23.47	23.94	24.42	24.88	25.30	25.86
I AUG 08	19.93	20.27	20.70	21.07	21.47	21.91	22.33	22.70	23.21	23.61
I AUG 09	20.33	20.68	21.11	21.49	21.90	22.35	22.78	23.15	23.67	24.08
I AUG 10	20.94	21.30	21.74	22.13	22.56	23.02	23.46	23.84	24.38	24.80
I AUG 11	21.57	21.94	22.39	22.79	23.24	23.71	24.16	24.56	25.11	25.54
I AUG 12	22.22	22.60	23.06	23.47	23.94	24.42	24.88	25.30	25.86	26.31
I AUG 08	20.27	20.70	21.07	21.47	21.91	22.33	22.70	23.21	23.61	24.08
I AUG 09	20.68	21.11	21.49	21.90	22.35	22.78	23.15	23.67	24.08	24.56
I AUG 10	21.30	21.74	22.13	22.56	23.02	23.46	23.84	24.38	24.80	25.30
I AUG 11	21.94	22.39	22.79	23.24	23.71	24.16	24.56	25.11	25.54	26.06
I AUG 12	22.60	23.06	23.47	23.94	24.42	24.88	25.30	25.86	26.31	26.88
I AUG 08	23.79	24.16	24.56	25.00	25.42	25.79	26.30	26.70	27.17	27.61
I AUG 09	24.27	24.64	25.05	25.50	25.93	26.31	26.83	27.23	27.71	28.20
I AUG 10	25.00	25.38	25.80	26.27	26.71	27.10	27.63	28.05	28.54	29.06
I AUG 11	25.75	26.14	26.57	27.06	27.51	27.91	28.46	28.89	29.40	29.92
I AUG 12	26.52	26.92	27.37	27.87	28.34	28.75	29.31	29.76	30.28	30.82

SCHEDULE "A"

7 DAY CONTINUOUS OPERATION

CLINICAL GRADE CLASSIFICATION	TERM EMPLOYEE	PROBATIONARY EMPLOYEE 90 CALENDAR DAYS		
	LEVEL C	LEVEL U	LEVEL A	
Paintline Attendant	11.69	13.25	14.83	
Grinder/Chipper	11.69	13.25	14.83	
Janitor	11.92	13.51	15.12	
General Worker	11.92	13.51	15.12	
	11.92	13.51	15.12	
Truck Driver	12.09	13.57	15.06	
Parts Order Filler	12.09	13.57	15.06	
Machine Operator	12.33	13.84	15.36	
	12.33	13.84	15.36	
	12.33	13.84	15.36	
Assembler	12.88	14.65	16.37	
Expeditor	12.88	14.65	16.37	
Spot Welder	13.14	14.95	16.70	
Forklift Operator	13.14	14.95	16.70	
Shipping Personnel	13.14	14.95	16.70	
Punch Press Operator	13.48	15.14	16.76	
Saw Operator	13.48	15.14	16.76	
Tool (rib) Attendant	13.75	15.45	17.10	
General Maintenance	13.75	15.45	17.10	
Warehouseman/Shpr	13.75	15.45	17.10	
Shipping Forklift Operator				
Tine Tube Cell				
Spray Painter	14.04	15.70	17.42	
Milling Mach. Operator	14.04	15.70	17.42	
Lathe Operator	14.32	16.02	17.77	
Brake Operator	14.32	16.02	17.77	
Shear Operator	14.32	16.02	17.77	
Welder				

**12 HOURS -3 days on/3 days off
BASE RATE X 1.095**

EFFECTIVE DATE	1	2	3	4	5	6	7	8	9	10
AUG 08	18.02	18.78	19.44	20.28	20.66	21.07	21.45	21.82	22.20	22.67
AUG 09	18.39	19.15	19.83	20.68	21.08	21.48	21.88	22.26	22.64	23.12
AUG 10	18.93	19.72	20.42	21.31	21.71	22.13	22.54	22.93	23.32	23.81
AUG 11	19.50	20.31	21.03	21.94	22.36	22.80	23.21	23.62	24.02	24.52
AUG 12	20.08	20.93	21.67	22.60	23.03	23.48	23.91	24.33	24.75	25.25
AUG 08	18.20	19.25	20.28	20.66	21.07	21.45	21.82	22.20	22.67	23.07
AUG 09	18.56	19.63	20.68	21.08	21.48	21.88	22.26	22.64	23.12	23.53
AUG 10	19.12	20.22	21.31	21.71	22.13	22.54	22.93	23.32	23.81	24.23
AUG 11	19.69	20.83	21.94	22.36	22.80	23.21	23.62	24.02	24.52	24.96
AUG 12	20.28	21.45	22.60	23.03	23.48	23.91	24.33	24.75	25.25	25.70
AUG 08	19.98	20.28	20.66	21.07	21.45	21.82	22.20	22.67	23.07	23.51
AUG 09	20.39	20.68	21.08	21.48	21.88	22.26	22.64	23.12	23.53	23.98
AUG 10	21.00	21.31	21.71	22.13	22.54	22.93	23.32	23.81	24.23	24.70
AUG 11	21.64	21.94	22.36	22.80	23.21	23.62	24.02	24.52	24.96	25.45
AUG 12	22.28	22.60	23.03	23.48	23.91	24.33	24.75	25.25	25.70	26.21
AUG 08	20.28	20.66	21.07	21.45	21.82	22.20	22.67	23.07	23.51	23.99
AUG 09	20.68	21.08	21.48	21.88	22.26	22.64	23.12	23.53	23.98	24.47
AUG 10	21.31	21.71	22.13	22.54	22.93	23.32	23.81	24.23	24.70	25.21
AUG 11	21.94	22.36	22.80	23.21	23.62	24.02	24.52	24.96	25.45	25.96
AUG 12	22.60	23.03	23.48	23.91	24.33	24.75	25.25	25.70	26.21	26.74
AUG 08	21.07	21.45	21.82	22.20	22.67	23.07	23.51	23.99	24.45	24.86
AUG 09	21.48	21.88	22.26	22.64	23.12	23.53	23.98	24.47	24.94	25.35
AUG 10	22.13	22.54	22.93	23.32	23.81	24.23	24.70	25.21	25.69	26.10
AUG 11	22.80	23.21	23.62	24.02	24.52	24.96	25.45	25.96	26.46	26.89
AUG 12	23.48	23.91	24.33	24.75	25.25	25.70	26.21	26.74	27.24	27.70

6	<p>Experimental Mech. Maintenance Mech. CNC Operator</p>
7	<p>Tool & Die Maker Jigs and Fixtures</p>
8	<p>Journeyman - Electrician Journeyman - Industrial Mechanic Journeyman - Tool & Die Maker</p>

12 HOURS ~ 3 days on/3 days off
BASE RATE X 1.095

EFFECTIVE

DATE	1	2	3	4	5	6	7	8	9	10
I AUG 08	21.45	21.82	22.20	22.67	23.07	23.51	23.99	24.45	24.86	25.4
I AUG 09	21.88	22.26	22.64	23.12	23.53	23.98	24.47	24.94	25.35	25.9:
I AUG 10	22.54	22.93	23.32	23.81	24.23	24.70	25.21	25.69	26.10	26.71
I AUG 11	23.21	23.62	24.02	24.52	24.96	25.45	25.96	26.46	26.89	27.51
I AUG 12	23.91	24.33	24.75	25.25	25.70	26.21	26.74	27.24	27.70	28.3'
I AUG 08	21.82	22.20	22.67	23.07	23.51	23.99	24.45	24.86	25.41	25.8:
I AUG 09	22.26	22.64	23.12	23.53	23.98	24.47	24.94	25.35	25.92	26.3'
I AUG 10	22.93	23.32	23.81	24.23	24.70	25.21	25.69	26.10	26.70	27.11
I AUG 11	23.62	24.02	24.52	24.96	25.45	25.96	26.46	26.89	27.50	27.9'
I AUG 12	24.33	24.75	25.25	25.70	26.21	26.74	27.24	27.70	28.32	28.8
I AUG 08	22.20	22.67	23.07	23.51	23.99	24.45	24.86	25.41	25.85	26.3'
I AUG 09	22.64	23.12	23.53	23.98	24.47	24.94	25.35	25.92	26.37	26.8'
I AUG 10	23.32	23.81	24.23	24.70	25.21	25.69	26.10	26.70	27.16	27.71
I AUG 11	24.02	24.52	24.96	25.45	25.96	26.46	26.89	27.50	27.97	28.5:
I AUG 12	24.75	25.25	25.70	26.21	26.74	27.24	27.70	28.32	28.81	29.3'
I AUG 08	26.05	26.46	26.89	27.38	27.83	28.24	28.80	29.24	29.75	30.21
I AUG 09	26.58	26.98	27.43	27.92	28.39	28.81	29.38	29.82	30.34	30.81
I AUG 10	27.38	27.79	28.25	28.77	29.25	29.67	30.25	30.71	31.25	31.8
I AUG 11	28.20	28.62	29.09	29.63	30.12	30.56	31.16	31.63	32.19	32.71
I AUG 12	29.04	29.48	29.97	30.52	31.03	31.48	32.09	32.59	33.16	33.7:

SCHEDULE "B" - BENEFITS

GROUP INSURANCE

An employee is required to enroll in a group life insurance plan arranged by the Company and such enrollment to take place on the first day following the successful completion of the probationary period for new employees.

1. Group Life Insurance:

(a) \$50,000 Life

(b) \$50,000 Accidental Death or Dismemberment.

2.

Weekly Indemnity - of 70% of employees salary for non-occupational accident or sickness to a maximum of \$700.00 per week. Benefits begin on the first working day of disability due to an accident or as a result of hospitalization, and the fourth working day of disability due to sickness. Hospitalization, with respect to out-patient day surgery, is defined as out-patient admission where the out-patient undergoes a debilitating procedure or requires a general anesthetic. Benefits are payable for up to 52 weeks. (If you are still disabled after 26 weeks you may be able to claim L.T. disability benefits for up to 15 weeks. If you are still disabled after 41 weeks you are eligible to receive 11 more weeks of disability benefits).

3.

Basic Hospital Benefits - Employees and their eligible dependents will be covered for semi-private hospital accommodation and ambulance.

4.

Major Medical Benefits - Employees and their eligible dependents are insured for the following benefits as per the terms of the Group Insurance Policy sponsored by the Company:

(a) Nursing care; (b) Drugs, including contraceptives; (c) Rental of iron lung or other durable medical or surgical equipment; (d) Artificial limbs or artificial eyes; (e) Out-of-Province hospital and doctor charges; (f) Anesthesia, Oxygen, blood and blood products; (g) Out patient services; (h) Chiropractors, osteopaths, podiatrists, nature-paths, Christian Science practitioners - up to whatever is reasonable and customary; (i) Physiotherapy; (j) Audiologist; (k) Acupuncture.

The Carrier will pay 100% of all eligible expenses covered by the Major Medical plan. The plan covers eligible drug expenses up to and including the Pharmacare deductible. There is no deductible under the Major Medical Plan.

The Company has available a number of information pamphlets designed as guides to assist the employee to better understand the programs including the benefits that are available to qualified employees of the Company. The employee is referred to those pamphlets.

Notwithstanding the foregoing, the provisions of the agreement to be entered into by the Company or any subsequent agreement that may be entered into by the Company with any Insurance Company or other Corporation respecting a Company group insurance plan for employees shall govern.

Coveralls:

The Company agrees to make coveralls available at cost price to employees.

Jury Duty/Crown Witness:

Any individual called for Jury Duty or as a Crown Witness will be reimbursed the difference between his/her pay from the Provincial Government and his/her MacDon Industries Ltd. pay.

Protective Clothing:

The Company agrees to issue gloves for all shops at the Foreman's discretion

Pension Plan:

Effective January 1, 1979, a Company funded pension plan will commence for all regular employees who have completed at least one (1) year of continuous service with the Company.

Effective January 1, 1999 the retirement benefit will be the amount that can be provided by the employee's pension account. Contributions will be deposited in each employee's pension account to be invested in funds selected by the member. Company contributions of 6%, increasing to 7% effective August 1, 2009, will be made based on regular wages including time on compensation, weekly indemnity, and vacation pay.

Notwithstanding the foregoing, the provisions of the agreement to be entered into by the Company or any subsequent agreement that may be entered into by the Company with any Insurance Company or other Corporation respecting a Company pension plan for employees shall govern.

Hearing Aid:

Company to provide insurance coverage of **up** to \$2,000.00 maximum during a consecutive twenty-four (24) month period per employee or eligible dependent.

Dependent Life Insurance:

Company to provide coverage for spouse and eligible dependents based on the following schedules.

- Spouse of employee.....\$25,000.00
- Each dependent child.....\$10,000.00

Dental Plan:

Effective August 1, 1980, a Company funded dental plan will commence for all regular employee\ and eligible dependents. The current Manitoba Dental Fee Guide will be used in determining payments.

Employee is to pay dentist at time of service then Claim on insurance based on the following schedule:

- Preventive & Minor Restorative 100%
- Major Restorative 100%
- Orthodontic 50%

- Annual Benefit Maximum of \$2,500.00/person
- Lifetime Orthodontic Benefit Maximum of \$3,500.00/person.

There is **no** deductible under the dental plan.

Vision Care:

Effective August 1, 1996, a Company funded Vision Care plan will continue for all regular employees and eligible dependents. Dependent children under nineteen (19) years of age will be entitled to a two hundred fifty (\$250.00) dollar benefit every year (12 months). Adults nineteen (19) years of age and **over** will be entitled to a five hundred (\$500.00) dollar benefit every two (2) years (24 months).

Effective August 1, 2008, employees will be entitled to a one hundred (\$100.00) benefit each year for the purchase of prescription safety glasses

In addition, employees and their eligible dependents are covered for the cost of one complete eye exam per person per year.

Employee Assistance Plan:

Effective August 1, 1998, employees and their eligible dependents will be provided with a Company funded Employee Assistance Plan that provides confidential counseling services and comprehensive problem assessment.

Critical Illness:

Effective August 1, 2003, a Company funded Critical Illness plan will commence for all regular employees. A once in a lifetime lump sum payment of \$20,000.00 will be paid when an employee is diagnosed as suffering from a specified disease or illness:

(a) Heart Attack (b) Coronary Artery Bypass Surgery (c) Stroke (d) Life Threatening Cancer (e) Parkinson's (f) Alzheimer's (g) Kidney Failure (h) Multiple Sclerosis (i) Paralysis (j) Blindness (k) Deafness (l) Loss of Speech (m) Major Organ Transplant

This benefit is subject to the employee surviving a waiting period consisting of thirty (30) days, following the date of the diagnosis or the date of surgery for the insured condition.

Continuation of Benefits:

Effective August 1, 2003 all insurance based benefits and Pension Plan benefits will continue to be company paid for a maximum of twenty-four (24) consecutive months from the start of an absence from work as a result of an illness or injury. To qualify for this benefit the employee must continue to be a resident of Manitoba and not be otherwise employed.

Bonus:

The Company will institute a Bonus system that will be at the sole and absolute discretion of the Company. If a bonus is paid, it will be paid in December 2008, December 2009, December 2010, December 2011 and December 2012.

To be eligible, each employee must meet the following requirements:

- 1) Be a member in good standing of the Association as of August 1, 2008 to qualify for the December 2008 payment and be employed by the company on October 31, 2008.
- 2) Be a member in good standing of the Association as of August 1, 2009 to qualify for the December 2009 payment and be employed by the company on October 31, 2009.
- 3) Be a member in good standing of the Association as of August 1, 2010 to qualify for the December 2010 payment and be employed by the company on October 31, 2010.

- 4) Be a member in good standing of the Association as of August 1, 2011 to qualify for the December 2011 payment and be employed by the company on October 31, 2011.
- 5) Be a member in good standing of the Association as of August 1, 2012 to qualify for the December 2012 payment and be employed by the company on October 31, 2012.

If a bonus is paid, it will be based on the employee's regular rate of pay before taxes

Wage Increases for Labour Rates 1 to 10:

Effective August 1, 2008 - 3%

Effective August 1, 2009 - 2%

Effective August 1, 2010 - 3%

Effective August 1, 2011 - 3%

Effective August 1, 2012 - 3%

Note: Term and Probationary rates of pay (C.B. and A) in Schedule "A" to increase as follows:

Effective August 1, 2008 - 2%

Effective August 1, 2010 - 2%

Signing Bonus:

The Company will pay to all permanent employees, who are members of the Association as of August 1, 2008, a signing bonus of \$1,000.00, which shall be paid on the later of August 15, 2008, or within 14 days of the ratification of this Agreement.

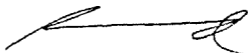
**NOTHING CONTAINED IN THIS SCHEDULE COMPROMISES
FUTURE BARGAINING.**

Hourly rates per Schedule "A" are effective as shown in Schedule "A".
Sinned on behalf of the Company this date, July 30, 2008.

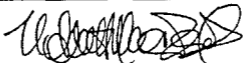
Allan MacDonald
President



Gary MacDonald
Executive Vice President



N. Scott MacDonald
Vice President



Ken Ross
Vice President



Peter A. Goodman
Director of Manufacturing

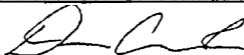


Heather Horton
Director of Human Resources



Signed on behalf of the Association this date, July 30, 2008.

Daren Cormack
President



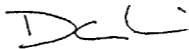
Chad Morrison
Vice President



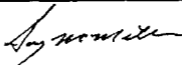
Darrell Harris
Secretary Treasurer



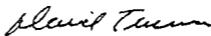
Dave Lacroix
Negotiating Member



Gary McMillan
Negotiating Member



Dave Turman
Negotiating Member



TELEPHONE DIRECTORY

680 Moray Street (204) 885-5590

Accounting	447
Assembly (Foreman)	551
Assembly (Senior Supervisor)	230
Association Office	518
Cafeteria	460
Fabrication	235
Human Resources (Manager)	413
Human Resources (Disability Coordinator)	572
Human Resources (Payroll)	549
Jigs & Fixtures	233
Machine Shop	234
Maintenance	484
Manufacturing	431
Marketing	407
Medical Inspection Room	477
Paint Shop	210
Production Control	479
Quality Control (Manufacturing)	453
Quality Control (Assembly)	426
Receiving	236
Security	477
Shipping (Whole Goods)	508
Superintendent (Yard)	562
Superintendent (Fabrication/Machine Shop)	575
Superintendent (Initial/Final Assembly/Paint Shop)	492
Superintendent (Welding)	490
Superintendent (Evenings)	803-0370
Tool Crib	223
Tool & Die	493
Welding Shop	232
WHMIS	411

601 Moray Street

Engineering	409
Superintendent (Prototype Shop)	516

590 Moray Street	
Credit	481
Marketing	407
Q.C. Audit	515
50 Sauteaux Crescent	
Quality Control Lab/CMM	285/263
Q.C. Classroom	455
Service	452
Warranty	424
11 Sauteaux Crescent	
Parts Office	578
Purchasing Office	592
Receiving Warehouse	284
616 Roseberry Street	
Warehouse	783-4394
1051 King Edward Street	
Warehouse	633-3880

MACDON HOLIDAYS

HOLIDAYS	2008	2009	2010	2011	2012	2013
New Year's Day		Jan. 1	Jan. 1	Jan. 1	Jan. 1	Jan. 1
January 2		Jan. 2				
Louis Riel Day		Feb. 16	Feb. 15	Feb. 21	Feb. 20	Feb. 18
<i>Good</i> Friday		Apr. 10	Apr. 2	Apr. 22	Apr. 6	Mar. 29
Victoria Day		May 18	May 24	May 23	May 21	May 20
Canada Day		July 1	July 1	July 1	July 1	July 1
Civic Holiday	Aug. 4	Aug. 3	Aug. 2	Aug. 1	Aug. 6	
Labour Day	Sept. 1	Sept. 7	Sept. 6	Sept. 5	Sept. 3	
Thanksgiving Day	Oct. 13	Oct. 12	Oct. 11	Oct. 10	Oct. 8	
Remembrance Day	Nov. 11	Nov. 11	Nov. 11	Nov. 11	Nov. 11	
<i>Christmas</i> Eve	Dec. 24	Dec. 24	Dec. 24	----	Dec. 24	
Christmas Day	Dec. 25	Dec. 25	Dec. 25	Dec. 25	Dec. 25	
Boxing Day	Dec. 26	Dec. 26	Dec. 26	Dec. 26	Dec. 26	
December 27	----	----	----	----	Dec. 27	
December 28	----	----	----	Dec. 28	Dec. 28	
December 29	Dec. 29	Dec. 29	Dec. 29	Dec. 29	----	
December 30	Dec. 30	Dec. 30	Dec. 30	----	----	
New Year's Eve	Dec. 31	Dec. 31	----	----	Dec. 31	

JANUARY							MAY							SEPTEMBER							
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JANUARY							MAY							SEPTEMBER							
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FEBRUARY							JUNE							OCTOBER							
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JANUARY							MAY							SEPTEMBER								
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30	31																					
FEBRUARY							JUNE							OCTOBER								
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APRIL							AUGUST							DECEMBER								
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3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10		
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24	25	26	27	28	29	30	28	29	30	31				25	26	27	28	29	30	31		

JANUARY							MAY							SEPTEMBER							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
1	2	3	4	5	6	7			1	2	3	4	5							1	
<i>ti</i>	Y	10	11	12	13	14	6	7	8	9	10	11	12	2	3	4	5	6	7	8	
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22	23	24	25	26	27	28	20	21	22	23	24	25	26	16	17	18	19	20	21	22	
29	30	31					27	28	29	30	31			23	24	25	26	27	28	29	
														30							
FEBRUARY							JUNE							OCTOBER							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
			1	2	3	4						1	2		1	2	3	4	5	6	
5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13	
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26	27	28	29				24	25	26	27	28	29	30	28	29	30	31				
MARCH							JULY							NOVEMBER							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
				1	2	3	1	2	3	4	5	6	7						1	2	3
4	5	6	7	8	9	10	8	9	10	11	12	13	14	4	5	6	7	8	9	10	
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18	19	20	21	22	23	24	22	23	24	25	26	27	28	18	19	20	21	22	23	24	
25	26	27	28	29	30	31	29	30	31					25	26	27	28	29	30		
APRIL							AUGUST							DECEMBER							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
1	2	3	4	5	6	7				1	2	3	4							1	
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29	30						26	27	28	29	30	31		23	24	25	26	27	28	29	
														30	31						

JANUARY	MAY	SEPTEMBER
S M T W T F S	S M T W T F S	S M T W T F S
1 2 3 4 5	1 2 3 4	1 2 3 4 5 6 7
6 7 8 9 10 11 12	5 6 7 8 9 10 11	8 9 10 11 12 13 14
13 14 15 16 17 18 19	12 13 14 15 16 17 18	15 16 17 18 19 20 21
20 21 22 23 24 25 26	19 20 21 22 23 24 25	22 23 24 25 26 27 28
27 28 29 30 31	26 27 28 29 30 31	29 30
FEBRUARY	JUNE	OCTOBER
S M T W T F S	S M T W T F S	S M T W T F S
1 2	1	1 2 3 4 5
3 4 5 6 7 8 9	2 3 4 5 6 7 8	6 7 8 9 10 11 12
10 11 12 13 14 15 16	9 10 11 12 13 14 15	13 14 15 16 17 18 19
17 18 19 20 21 22 23	16 17 18 19 20 21 22	20 21 22 23 24 25 26
24 25 26 27 28	23 24 25 26 27 28 29 30	27 28 29 30 31
MARCH	JULY	NOVEMBER
S M T W T F S	S M T W T F S	S M T W T F S
1 2	1 2 3 4 5 6	1 2
3 4 5 6 7 8 9	7 8 9 10 11 12 13	3 4 5 6 7 8 9
10 11 12 13 14 15 16	14 15 16 17 18 19 20	10 11 12 13 14 15 16
17 18 19 20 21 22 23	21 22 23 24 25 26 27	17 18 19 20 21 22 23
24 25 26 27 28 29 30 31	28 29 30 31	24 25 26 27 28 29 30
APRIL	AUGUST	DECEMBER
S M T W T F S	S M T W T F S	S M T W T F S
1 2 3 4 5 6	1 2 3	1 2 3 4 5 6 7
7 8 9 10 11 12 13	4 5 6 7 8 9 10	8 9 10 11 12 13 14
14 15 16 17 18 19 20	11 12 13 14 15 16 17	15 16 17 18 19 20 21
21 22 23 24 25 26 27	18 19 20 21 22 23 24	22 23 24 25 26 27 28
28 29 30	25 26 27 28 29 30 31	29 30 31