# COLLECTIVE AGREEMENT

-between-

ACDEN Bee-Clean LP, operated by Bee-Clean Industrial Ltd. (Hereinafter known as the "Employer")

-and-

The Construction and General Workers Union, Local 92 (Herein known as the "Union")

Duration: November 16, 2018 to November 15, 2021

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# **Article 1 Recognition**

- 1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all its employees in the heavy industrial sector in the Wood Buffalo Region (excluding Firebag and Taiganova), save and except office and clerical employees, trainers, quality assurance, HSE advisors, supervisors and persons above the rank of supervisor.
- 1.02 Persons excluded from the bargaining unit shall not perform bargaining unit work if it displaces a bargaining unit member or results in a reduction of their regular hours. The Employer agrees not to utilize persons from another bargaining unit to perform work that falls under this Agreement.

## **Article 2 Union Security**

- 2.01 The parties hereto agree that all employees of the Employer covered by the terms of this Agreement shall become members of the Union within 15 days of the signing of this Agreement as a condition of continued employment.
- 2.02 The Employer shall, for each pay period, deduct from the wages of each employee in the unit affected by the Collective Agreement, the amount of Union dues, including working dues, initiation fees and assessments as a condition of employment. The Union shall notify the Employer in writing of the amount of Union dues, initiation fees and assessments to be deducted in accordance herewith and the Employer shall rely upon such written notification as conclusive evidence that the amounts so deducted are in accordance with the Union's constitution and by-laws. The Union shall indemnify and save the Employer harmless from any claims, suits, judgements, attachments and from any form of liability as a result of making such deductions in accordance with the written direction of the Union.
- 2.03 The Employer shall forward such dues, initiation fees and

assessments to the Secretary Treasurer of the Union before the 15th day of the month following the month in which the deductions are made.

- 2.04 The Employer shall, when forwarding such dues, provide a list for the Secretary/Treasurer of the Union, listing the names and corresponding Social Insurance Numbers of the employees from whose pay such deductions have been made.
- 2.05 The Employer will indicate the amount of Union dues paid by employees on their T-4 slips.

## Article 3 Management Functions

- 3.01 Except to the extent explicitly abridged by specific written provision of this Agreement, the Company reserves and retains, solely and exclusively, all of its inherent rights to operate and manage its business and operations in accordance with its commitments, its obligations and responsibilities.
- 3.02 Without in any way diminishing or limiting those rights, it is understood and agreed that those rights include the right to direct and supervise the work force, hire, schedule, promote, determine work assignments, equipment and materials to be used, classify, transfer, lay-off and assign, and demote, discharge or discipline employees for just cause provided that a claim by an employee who has acquired seniority that he has been demoted, disciplined or discharged without just cause may be the subject of a grievance and dealt with as hereinafter provided.
- 3.03 The Company agrees that its functions will not be exercised in a manner inconsistent with the other provisions of this Agreement.
- 3.04 Copies of Employer rules will be provided to the Union. Copies of Employer rules will be provided to employees upon employee requests and the Employer shall advise the

Union of any changes at least 10 days in advance of any change in rules.

3.05 There shall be no discrimination by the Employer against any employees because of race, religious beliefs, colour, gender, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status, sexual orientation, union membership or union activity. The Employer agrees to abide by the Alberta Human Rights Act.

### Article 4 No Strike/No Lockouts

4.01 In view of the orderly procedure established by this Agreement for the settling of disputes and handling of grievances, the Union agrees that during the lifetime of this Agreement, there will be no strikes, slowdowns, or stoppage of work, and the Employer agrees that there will be no lockout.

### **Article 5 Union Stewards**

- 5.01 The Employer recognizes the right of the Union to appoint Stewards as follows:
  - (A) One shift Steward and an alternate may be appointed for each shift at each work site.
  - (B) If the number of employees on a shift at a particular work site exceeds 25, an additional Steward may be appointed for every 25 additional employees on that shift at that work site.

The Business Manager of the Union will notify the Employer in writing from time to time as to the names of the Steward(s) and the areas of their responsibility.

All Stewards shall be regular employees of the Employer who have acquired seniority.

- 5.02 The Union acknowledges that Stewards have their regular duties to perform on behalf of the Employer and that such persons shall not leave their regular duties to attend to the complaints and grievances of employees without having first secured permission from their immediate supervisor, which permission shall not unreasonably be withheld. Stewards shall state their destination to their immediate Supervisor and shall report again to him at the time of their return to work, provided these steps are followed, Stewards shall not suffer loss of basic pay. The Employer reserves the right to limit the duration of such meetings, these limits shall not be unreasonable.
- 5.03 Upon client approval, an Official Representative of the Union shall have access to all work sites covered by this Agreement in carrying out their regular duties after first providing reasonable advance notice to the Supervisor or person in charge and upon the condition that they shall not interfere with the performance of the work and agrees to comply with all safety regulations on site. Information pertaining to work site locations and shifts shall be made available to the Union Representative upon request.
- 5.04 The Company acknowledges the right of the Union to appoint up to four (4) employees to serve as members of the negotiating committee in addition to any full-time Representatives the Union may appoint to the negotiating committee.
- 5.05 Where an employee is required to attend a meeting in which a written warning, suspension or discharge is to be given, the Supervisor or designate will inform the employee prior to the meeting of his or her right to have a Union Steward present at that meeting. If the employee wishes a Steward and one is not available, the Employer shall schedule the disciplinary meeting within the next twenty-four (24) hours and advise the Union Business Agent of the time and place of the meeting. If a Steward is not available the Union Business Agent may attend any such meeting.

- 5.06 In cases where the client has requested an employee be removed from the site immediately and no Steward is available the employee shall be removed from the location and a meeting will be conducted with the participation of the Business Agent within twenty-four (24) hours in person or if the Business Agent is not able to meet in person then by telephone.
- 5.07 Copies of all disciplinary letters, letters of suspensions or notices of termination issued to bargaining unit members shall be provided to the Union without delay.
- 5.08 The Union may request up to a combined total of twelve (12) days off per calendar year, without pay, for Stewards in the bargaining unit, for Union business or training. Where such requests are received at least one (1) week prior to the leave and will not interfere with the Employer's operations, such requests will be approved and will not unreasonably be withheld. This leave is over and above the time required to negotiate the Collective Agreement.
- 5.09 Where the Employer conducts lay-offs, the shift Steward(s) (in order of site seniority where there is more than one shift Steward) shall be the last employee(s) to be laid off in respect of his/her shift and work site, provided the shift Steward(s) has (have) the necessary present skill and ability to do the remaining work on that shift at that work location.

If a shift Steward is laid off, or his/her employment otherwise terminates, but there remain employees on the shift Steward's shift at the work location, the Union shall appoint a new shift Steward for that shift and work location.

The lay-off protection in this article applies only to the designated shift Stewards, not the alternates or additional Stewards.

# **Article 6 Hiring Procedure**

- 6.01 The Employer agrees to first notify the Union of its need to hire new employees in the bargaining unit. The Union will put the Employer's request on its dispatch system. The Employer will give consideration to hiring employees referred by the Union. The Employer will immediately, upon hiring, provide new employees with an orientation package provided by the Union including an application for membership. Employees will be required as a condition of hiring to complete and sign the application for membership in the Union and the Employer will return the signed applications to the Union without delay.
- 6.02 All Employees who are members in good standing of the Union and all Employees who become members shall, as a condition of employment, maintain their membership in good standing.
- 6.03 The Union and Employer recognize the reciprocal value of improving, by all proper and reasonable means, the productivity of the individual employee, and undertake jointly and severely to promote and encourage such improved productivity.

## **Article 7 Grievance Procedure**

- 7.01 The purpose of this Article is to provide an orderly procedure for the resolution and disposition of grievances.
- 7.02 A grievance is an allegation by an employee, the Union, or the Company that one party has violated this Agreement

## 7.03 Step 1

(A) An employee initiates a complaint by verbally notifying his or her Supervisor that he or she has a complaint and then providing the Supervisor with the details and circumstances of the matter, along with the remedy sought. If the employee so wishes they may

- have a Steward present at this step.
- (B) This must occur within fifteen (15) working days of the incident giving rise to the complaint. The Supervisor must respond within five (5) working days after receiving the complaint.
- (C) If the employee is satisfied with the Supervisor's response, the matter is concluded and neither the complaint nor the response shall be binding or used as a precedent by the Company or the Union.

## Step 2

(A) Failing satisfactory settlement at Step 1, the grievance may be reduced to writing by the Union within fifteen (15) working days of the response in Step 1 and submitted to the Site Manager.

Upon receipt of such grievance the Site Manager shall issue a written response to the Union within five (5) working days.

# Step 3

- (A) Failing satisfactory settlement at Step 2, the grievance shall be submitted to the Company head office and a meeting to discuss the grievance shall be arranged within five (5) working days between the Grievor, Union Business Agent and Employer Representatives at a mutually agreed to time and date. The Grievor shall not be paid by the Employer for attendance at such meeting unless it occurs during the regular working hours of the Grievor.
- (B) A formal response will be issued by the Employer to the Union's Business Agent within five (5) working days of the above noted meeting.
- (C) If no satisfactory settlement is reached following Step

- 3, the Union may notify the Employer of its intention to refer the matter to arbitration. Such notice shall be made within thirty (30) working days of receiving the Employer's Step 3 response.
- 7.04 Union, Discharge and Employer Grievances: The Union or the Employer may initiate a policy or group grievance directly into Step 2. A claim by an employee, that she/he has been unjustly demoted, disciplined or terminated may be filed directly at Step 2.

### 7.05 Arbitration:

- (A) Where a grievance has been referred to arbitration it shall be settled by a single Arbitrator to be mutually agreed by the parties. If mutual agreement cannot be reached, either party may request that Mediation Services appoint a single arbitrator.
- (B) The Arbitrator shall have all the powers of an Arbitrator described in the Labour Relations Code, but for greater certainty, shall not have the power to alter or change any of the provisions of this Agreement or to substitute any new provisions to this Agreement or to otherwise render any decision inconsistent with the terms and conditions of this Agreement.
- (C) Each party shall share equally the expenses of the Arbitrator.
- 7.06 For the purpose of this Article, working days shall not include Saturdays, Sundays, and Holidays.
- 7.07 Both parties to this Agreement agree that the time limits may be extended by mutual agreement, which shall be in writing.
- 7.08 The parties agree the Employer will remove all verbal and written warnings from the employee's personnel file, provided that:

- (A) No discipline is received for a period of twenty-four (24) months; and
- (B) The discipline did not involve a violation of law (including human rights) or breach of client trust.
- 7.09 The parties agree the Employer will remove all suspensions from the employee's personnel file, providing that:
  - (A) No discipline is received for a period of thirty-six (36) months; and
  - (B) The suspension did not involve a violation of law (including human rights), breach of client trust or a drugIalcohol issue.

## **Article 8 Probationary Period**

- 8.01 All employees shall serve as probationary employees until they have completed 504 hours of actual work. If they are retained when they have completed their probationary period, their names shall be placed on the appropriate seniority list and their seniority shall date back to their date of hire.
- 8.02 The Employer may release an employee during the probationary period for unsuitability. A grievance by a probationary employee alleging unjust discharge may be filed at Step 2 of the Grievance Procedure. Probationary terminations shall not be arbitrable except to the extent the termination is alleged to be a violation of Article 3.05.
- 8.03 The Union will be notified where a probationary employee is released during probation.

# **Article 9 Seniority**

9.01 Employees shall accrue seniority after successfully completing a probationary period, from their date of hire. Employees shall accrue seniority at their specific work site from the date on which they began working at that specific site, unless their transfer to that site was involuntary as per Article 9.06.

- 9.02 The Employer shall supply the Union with site seniority lists every three months listing the seniority of all employees coming within the scope of the bargaining unit. The seniority lists shall show the names of the employees, the date on which they commenced employment, the job classification, and their site seniority.
- 9.03 In all cases of job postings, promotions, job placement, work assignments, lay-offs and recalls, the following factors shall be considered:
  - (A) Seniority at the relevant work site; and
  - (B) Skill and ability.

Where skill and ability are relatively equal, the qualified bidder with the most seniority at the work site where the posting, promotion, placement or work assignment will occur shall be selected for the job posting, promotion, job placement, work assignment, etc.

- 9.04 Seniority status and employment, once acquired, will be lost for the following reasons:
  - (A) Voluntary resignation,
  - (B) Discharge for cause,
  - (C) Absence from scheduled work for two (2) consecutive work days without notice to the Employer, unless there are reasonable circumstances to explain the inability to notify the Employer of the absence,
  - (D) Fails to notify the Company within two (2) workingdays that he will report to work after being notified by the Company to report for work or subsequently fails

to report for work within five (5) working-days after being notified by the Company by registered mail to report for work following lay-off unless there is a reasonable explanation.

- (E) Lay-off for a period of six (6) months following the date of lay-off or the length of employment (to a maximum of 12 months) whichever is greater.
- 9.05 Employees shall be responsible for notifying the Company of any changes in address and phone number.
- 9.06 Where an employee transfers from his/her current work site to another work site covered by this Agreement at the Employer's request or direction, such involuntary transfer will not affect that employee's site seniority. The employee's start date, for site seniority purposes, will be recorded as the date at which the employee started working at the site from which they were involuntarily transferred.

The Employer may not transfer an employee from one work site covered by this Agreement to another where such involuntary transfer would displace an employee already working at the new site.

# Article 10 Job Postings, Lay-Offs and Recall

## 10.01 Job Posting:

- (A) When the Employer decides to fill a vacancy or creates a new classification such vacancy shall be posted for ten (10) working days at the site where the vacancy exists. The Employer may fill the vacancy temporarily by appointment while the posting process is underway.
- (B) All postings will contain the following information:
  - (i) Job classification
  - (ii) Rate of pay

- (iii) Hours of work
- (iv) Shift
- (C) Successful bidders will be selected pursuant to Article 9.03
- (D) Employees may apply for a lateral transfer once every twelve (12) months when a position is available.
- (E) A copy of all vacancies and postings will be forwarded to the Union Office. The name of successful bidders for such vacancies will also be provided to the Union.
- (F) Temporary vacancies expected to last four (4) or more months will be posted in accordance with Article 10.01. Upon the return of the original individual who vacated the position, the person who assumed the temporary position shall return to his or her former position. Should the individual who has vacated the position fail to return to work the person who assumed the temporary position will maintain the vacancy on a permanent basis.

## 10.02 Lay-off and Recall:

- (A) In case of lay-off, or recall from lay-off, it shall proceed by classification at the site affected in order of site seniority, with the employee with the greatest site seniority, provided that heIshe has the skill and ability to perform the required work, being the last to be laid off and conversely the first to be recalled from lay-off.
- (B) In the event of a lay-off the Employer agrees to notify and meet with the Union Business Agent to discuss the effects of the lay-off and consider possible alternatives to the lay-off prior to notifying the affected employees.
- (C) Subject to the recall rights of employees on lay-off

from the relevant site, employment opportunities at other sites covered by this collective agreement will be offered first to all qualified bargaining unit employees on lay-off (in order of their overall seniority with the Employer) before new employees are hired.

- (D) Where the Employer decided to reduce staff or the client has advised the Employer more than seven (7) days in advance of the need to reduce staffing, the Employer will endeavor to provide seven (7) days' notice to affected employees and the Union.
- (E) In all cases of lay-off, probationary employees shall be laid off before employees who have attained seniority subject to the remaining employees being qualified to perform the available work.
- 10.03 Recalls: Before hiring any new employee, the Employer will first offer such opening to all qualified employees on the lay-off list with respect to the site of the job opening in order of their seniority at that work site. If the position is not filled by an employee on lay-off from the job opening site, the job opening shall be offered to all qualified employees on lay-off from other work sites, in order of their overall seniority with the Employer, prior to hiring any new employee.

Such job offers shall be made by telephone call (or voicemail/text message if direct contact is not made via telephone call) with employees on layoff having 48 hours from the time of the telephone call (or voicemail/text message) to accept the offer.

## Article 11 Wages

11.01 Hourly wages will be paid according to the classification and schedule set forth in Schedules "A" and "B" (as applicable) of this Agreement.

- 11.02 Employees will be paid bi-weekly. Pay stubs shall be delivered in individually sealed envelopes.
- 11.03 The Employer may elect to provide "automatic deposit" of net pay to the employee's bank account, in such cases, it is the sole responsibility of the employee to provide current, accurate banking information to the Employer.
- 11.04 The Employer will ensure that a Statement of Earnings is provided to employees with their pay showing the dates of the payroll period covered, social insurance number, and the following:
  - (A) straight-time hours paid
  - (B) overtime hours paid
  - (C) shift premium paid
  - (D) Statutory Holiday pay
  - (E) Vacation pay
  - (F) Deductions from earnings and reasons for deductions
- 11.05 Payroll errors in excess of \$100.00 or more will be rectified by direct deposit no later than twenty four (24) hours after the employer receives notice of the error. Payroll errors less than \$100.00 will be rectified on the following payroll. In cases of overpayment, the parties agree that deduction shall be made in accordance with the Employment Standards Code.
- 11.06 When Employees are laid-off, discharged, or voluntarily terminate their employment, they shall be paid the wages due to them, including all holiday pay and vacation pay, and given their record of employment, not later than the next regular pay day.

#### Article 12 Hours of Work and Overtime

- 12.01 The following sections are designed to identify the regular hours of work, shift hours and overtime hours and are not to be construed as a guarantee of hours of work per day, per week or with respect to any day in any week.
- 12.02 The Company retains the right to schedule hours of work as necessary to meet its client commitments including compressed work weeks.
- 12.03 Overtime will be paid in accordance with the Employment Standards Code.
- 12.04 There shall be an unpaid lunch period of one-half (1/2) hour duration to be taken as close to the middle of the employee's shift as possible. There shall be a fifteen (15) minute paid break in each of the first half and the second half of the shift. If an employee on an eight (8) or a ten (10) hour shift is asked to work an hour or more beyond their normally scheduled hours they shall be entitled to a further fifteen (15) minute paid break to be taken at the commencement of the additional hour(s) of work.
- 12.05 (A) Afternoon Shift is defined as a shift which includes any hours worked after 8:00 p.m. Employees working an afternoon shift shall be paid shift premium for all hours worked during that shift. The Employer agrees that where an afternoon shift is instituted at a site and such shift is not already listed in Schedule "A", a shift premium of fifty (\$0.50) cents shall be paid for all hours worked.
  - (B) Night Shift is defined as a shift which includes any hours worked after 2:00 a.m. Employees working a night shift shall be paid premium for all hours worked during that shift. The Employer agrees that where a night shift is instituted at a site and such shift is not already listed in Schedule "A", a shift premium of fifty (\$0.50) shall be paid for all hours worked during

- the first six (6) months of employment and after six (6) months one (\$1.00) dollar shall be paid for all hours worked.
- (C) The Employer will maintain the paid lunch for the afternoon shift at Syncrude, however, if the client no longer provides for the paid lunch the Employer will implement a fifty (\$0.50) per hour shift premium.
- 12.06 The normal work schedule for each employee shall be made available to an employee or Union Business Agent upon request.
- 12.07 An employee who reports for his/her scheduled shift and finds that no work is available, will be paid for four (4) hours at his/her regular rate of pay, unless the employee received prior notification of at least eight (8) hours not to report to work, or the unavailability of work is the result of cause beyond the control of the Employer, i.e., fire, flood, strike or an act of God.
- 12.08 The Employer may change an employee's work schedule with twenty four (24) hours' notice. No employee is required to report for work on a new schedule unless and until the twenty-four (24) hours' notice has been given. A refusal to report for work with less than twenty-four (24) hours' notice of schedule change cannot be considered cause for discipline or termination of employment.
- 12.09 Employees are entitled to a minimum of eight (8) hours rest between shifts. No employee will be required to work with less than eight (8) hours rest.
- 12.10 (A) The Employer agrees to distribute excess and overtime work as equitably as possible among available, qualified employees. Available overtime opportunities shall be offered on a rotational basis to employees who normally work in the area and shift where the overtime is required.

- (B) Any disputes regarding the equitable assignment of work or the equitable assignment of overtime will be resolved on the basis of a remedy in kind, rather than payment for a missed assignment or opportunity.
- 12.11 The Employer will not reschedule any employees for the purpose of avoiding overtime.
- 12.12 The Employer agrees to continue the travel stipends that are in place at particular sites, on the basis the client maintains them. There will be no pay for travel time to any site, other than where a stipend is in place.

## Article 13 Holidays

13.01 The recognized holidays for this Agreement shall be:

New Years' Day Labour Day

Family Day Thanksgiving Day Good Friday Remembrance Day Victoria Day Christmas Day

Canada Day

And any other days established under the Employment Standards Code.

13.02 The *Employment Standards Code* will apply with respect to General Holidays and General Holiday Pay.

## **Article 14 Vacations**

- 14.01 The Employer shall pay to the Employee with less than five (5) years' of service for each hour worked a vacation allowance equal to four (4) percent of the applicable rate of pay. Such employees shall be entitled to two (2) weeks unpaid vacation leave.
- 14.02 The Employer shall pay to Employees with more than five (5) years of service for each hour worked a vacation

- allowance equal to six (6) percent of the applicable rate of pay and the employee shall be entitled to three (3) weeks unpaid vacation leave.
- 14.02 Commencing first pay period after December 1, 2015, vacation pay will no longer be paid out each pay day, but will accrue to be paid out prior to scheduled vacation.
- 14.03 The vacation pay will be paid prior to vacation that is prescheduled in accordance with 14.04, notwithstanding any later change in the employees' vacation dates.
- 14.04 Vacation requests will be submitted to the Employer by March 1<sup>st</sup> of each year and will be confirmed by the Employer by April 1<sup>st</sup>. Vacation time will be allotted on the basis of seniority. Employees who miss the cut off date will have their vacation granted based on availability.
- 14.05 Where the practice of the former Employer provided for a greater benefit than is provided for in Articles 14.01 and 14.02 that benefit will be continued.

#### Article 15 Leave of Absence

- 15.01 The Company may authorize a leave of absence without pay or benefits for personal reasons. Such request will be in writing with the reason(s) clearly stated, and must be submitted as far in advance as possible to the Manager. In the event of an emergency leave of absence the Employer may waive the request be in writing. An employee returning from such a leave shall be placed in his/her form job and shift.
- 15.02 In the event of a death of an employee's spouse, child, step-child, parent, step-parent, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent or grandchild, the Employer agrees to grant unpaid time off from scheduled work for five (5) scheduled days. The five (5) days must include or immediately precede or follow the day of the funeral.

- 15.03 The Employer agrees to provide pregnancy and parental leave in accordance with the Alberta Employment Standards Code. Upon return from such leave employees will be entitled to be reinstated to the same job in the same shift and work area if the position is still available.
- 15.04 An employee shall be granted one (1) day leave of absence with pay for the purpose of attending formal hearings to obtain his/her Canadian citizenship.
- 15.05 The Employer will grant military leave, without pay, in accordance with the provisions of the Alberta Employment Standards Code.
- 15.06 An employee summoned to serve on a jury or as a witness shall receive the necessary time off work without pay. The employee must provide the Employer with a copy of the summons.

#### **Article 16 Benefits**

- 16.01 The Employer has a benefit plan in effect at the time of the signing of this Agreement. The Employer agrees to continue the level of benefits and benefit plan in place unless there is agreement with the Union to change either the Plan or the benefits provided for in the Plan.
- 16.02 The cost of the benefit plan will be shared between the Employer and employees on the basis of a fifty/fifty (50/50%) percent contribution by each employee and the Employer. Any change in contribution levels requires the agreement of the Union.
- 16.03 Any disputes regarding eligibility over benefits will be between the employee and the insurer and shall not be subject to the grievance and arbitration procedure.

#### **Article 17 Bulletin Boards**

17.01 Subject to client approval, the Employer shall provide the Union with a bulletin board for posting notices. Where no bulletin board is available the Employer agrees to facilitate the distribution of Union provided materials to the bargaining unit members.

## **Article 18 Health and Safety**

- 18.01 The Company and the Union recognize the benefits to be derived from a safe and healthy place of employment. It is agreed that the Company, the employees and the Union will cooperate fully to promote safe work practices, health conditions and the enforcement of safety rules and procedures.
- 18.02 The parties agree to establish a Joint Health and Safety Committee. The Committee will be made up of two (2) Representatives of the Employer and two (2) Representatives appointed by the Union. The Committee shall meet at least once a month. Committee minutes will be taken by an administrative person provided by the Employer, who will not be a member of the Committee, and minutes shall be copied to the parties following each meeting. The recommendations of the Committee shall be fully considered by the Employer.
- 18.03 Employees are required to report injuries to their Supervisor immediately. Any employee injured on the job shall be paid for the balance of his shift on which the injury occurred at the hourly rate applicable to that shift if, as a result of such injury, the employee is sent home by a Representative of the Employer, or is hospitalized.
- 18.04 If an employee is requested by the Employer to escort the injured employee home or to a hospital, that employee shall also be paid for the balance of his or her shift.

18.05 No employee shall be disciplined for refusing to perform unsafe work where the employee reasonably believes that he or she would be placed at a significant and/or immediate risk to personal health or safety.

#### Article 19 General

- 19.01 All special equipment and all equipment necessary to perform the duties assigned to the employees shall be furnished and kept in repair by the Employer.
- 19.02 Where employees are regularly required to work outside as part of their duties, during the winter months, the Employer will provide a winter coat with Company identification and gloves selected by the Employer.
- 19.03 (A) Safety issue allowance after completing six (6) months of employment, the Employer will reimburse employees up to one hundred and forty (\$140) dollars for the initial purchase of safety boots. Employees will be required to present a receipt in order to qualify for reimbursement. Upon presentation of receipt, the Company will provide reimbursement within forty five (45) days.
  - (B) Upon each anniversary of their employment, employees will qualify for a further boot allowance of up to one hundred and forty (\$140) dollars. Employees will be required to present a receipt in order to qualify for the reimbursement.
  - (C) The Employer will designate the nature of the safety boots required.
- 19.04 If lockers are available at the workplace, the Employer will determine if the client will allow the employees to use such lockers
- 19.05 Employees temporarily assigned to perform the duties of higher rated classification shall be paid the rate of pay of

- that classification for the duration of the assignment if the said assignment lasts longer than three (3) hours.
- 19.06 For the purpose of obtaining gender neutral language in this Agreement, in some instances, plural references shall be read to refer to the singular tense, for example "they" shall mean "he or she" in the singular, and "their" shall mean "his or her" in the singular.

# **Article 20 No Subcontracting**

20.01 The Employer agrees that there will be no subcontracting out of work normally performed by bargaining unit employees if, as a result of such contracting out, a lay-off of any employee in the bargaining unit results from such contracting out.

## **Article 21 Duration**

- 21.01 This Agreement shall be in full force and effect from the 16th day of November, 2018, up to and including the 15th day of November, 2021, and thereafter it shall be renewed from year to year unless notice for change or termination is given as set forth below.
- 21.02 Either party to this Agreement may, not less than sixty (60) days or more than one hundred and twenty (120) days, immediately preceding the expiry date of this Agreement, require by notice in writing to the other party by registered mail, to commence Collective Bargaining for the revision, renewal or replacement of this Collective Agreement. If notice to negotiate has been given, this Agreement shall remain in full force and effect until the commencement of a lawful strike or lockout or until the date that a new Collective Agreement comes into effect.
- 21.03 The Parties agree to make every effort to renew the collective agreement without a labour disruption. The parties agree that any strike or lockout that occurs with

respect to the renewal of the collective agreement will be limited to a single site and that no rotating strikes or lockouts will occur.

Agreed to September 14, 2018

For the Unique For the Company

## LETTER OF UNDERSTANDING #1

### By and Between

ACDEN Bee-Clean LP, operated by Bee-Clean Industrial Ltd.

-and-

The Construction and General Workers Union, Local 92

- The Employer may hire temporary employees where increased staffing is required for client turnarounds or shutdowns only on the basis set out below.
- Temporary employees will only be hired for the turnaround or shutdown and will be terminated once the turnaround or shutdown the temporary employee was hired for is complete.
- Each temporary employee will be advised at the time of hiring of the approximate term (hiring and end date) of their employment.
- Aside from the hiring of temporary employees under this Letter of Understanding all other hiring by the Employer will be for regular full-time employment.
- Temporary employees will be paid at the probationary rate for the site at which they are hired.
- The following Articles will not apply to temporary employees: Articles 2.01, 6.02, Article 7 except where the allegation is a breach of Article 3.05, Articles 8, 9, 10, 12.10(a), 14, 15, 16, and 22.03.
- The Employer agrees that temporary employees will not be hired for the purpose of reducing the complement of regular employees or reducing their hours of work.

- 8. In the event of a reduction of staff at a site where temporary employees are employed, temporary employees will be the first to be laid off. No regular employee may be laid off at such site if any temporary employee(s) remain employed.
- 9. In the event that there are regular full-time employees in the bargaining unit on lay-off and having recall rights the Employer will hire these employees to fill any temporary positions before hiring outside the bargaining unit. Any such temporary hiring is voluntary and will not affect the employee's recall rights.
- 10. Vacation pay will be paid to temporary employees at the rate of four (4%) and shall be paid out on each cheque.
- 11. The Employer will pay to the Union a permit fee of fifty (\$50.00) dollars for each temporary employee employed at the commencement of their employment. The permit fee will be remitted to the Union along with dues in accordance with Articles 2.02, 2.03 and 2.04.

Agreed to October 14, 2015

For the Unlop	For the Company	-

## LETTER OF UNDERSTANDING #2

By and Between

ACDEN Bee-Clean LP, operated by Bee-Clean Industrial Ltd.

-and-

The Construction and General Workers Union, Local 92

Bee-Clean Industrial Ltd. has been contributing five cents (\$0.05) per hour worked by bargaining unit members to the Local 92 training fund. The Parties recognize the fund benefits employees and Bee-Clean by providing training opportunities for bargaining unit employees.

In recognition of these benefits, Bee-Clean Industrial Ltd. has agreed to increase these contributions as follows:

November 16, 2018 – increase to seven cents/hour; November 16, 2019 – increase to eight cents/hour; and November 16, 2020 – increase to ten cents/hour.

Agreed to September 14, 2018

For the Union	For the Company	-

SCHEDULE "A"

November 16, 2018-November 15, 2019

SITE LOCATION / POSITION	Probationary	Completion of Probation/ Start Rate*	6 Months	1 Year
SUNCOR (12 Hour Shift)				
Cleaner (Day)	\$19.86	\$21.85	\$22.80	\$25.18
Cleaner (Night)	\$20.33	\$22.33	\$23.75	\$26.13
Specialized Cleaner (Furniture Movers, Recycling)	\$21.76	\$24.70	\$25.65	\$27.08
Specialized Cleaner (Nights)	\$22.23	\$25.18	\$26.60	\$28.03
Driver (Days)	N/A	\$24.23	\$25.65	\$27.08
Driver (Nights)	N/A	\$24.70	\$26.60	\$28.03
Waxer/Floor Maintenance (Nights)	\$21.28	\$24.23	\$26.13	\$27.55
Shop Cleaner (Days)	\$21.76	\$23.75	\$25.18	\$26.60
Wash Bay Pressure Washer (Seasonal)	\$23.95	\$25.65	\$27.55	\$28.98
Wash Bay Pressure Washer (Night, Seasonal)	\$24.42	\$26.12	\$28.50	\$29.93
SUNCOR (8 Hour Shift)				
Cleaner (Day)	\$19.86	\$21.38	\$21.85	\$23.28

SITE LOCATION / POSITION	Probationary	Completion of Probation/ Start Rate*	6 Months	1 Year
SYNCRUDE (12 Hour Shift)				
Cleaner (Day)	\$19.86	\$21.85	\$22.80	\$25.18
Cleaner (Night)	\$20.33	\$22.33	\$23.75	\$26.13
Specialized Cleaner (Driver and Delivery)	\$19.86	\$24.23	\$25.65	\$27.08
SYNCRUDE (8 and 10 Hour Shift)				
Cleaner (Day)	\$19.86	\$21.38	\$21.85	\$23.28
Cleaner (Afternoon)	\$19.86	\$21.38	\$21.85	\$23.28
CNRL				
Cleaner (Day)	\$19.86	\$21.85	\$22.80	\$24.70
Cleaner (Night)	\$20.33	\$22.33	\$23.28	\$25.18
Specialized Cleaner (Driver and Delivery, floor care, utility person)	\$19.86	\$24.23	\$25.18	\$27.08
KEARL				
Cleaner (Day)	\$19.86	\$21.85	\$22.80	\$25.18
Cleaner (Night)	\$20.33	\$22.33	\$24.70	\$26.13
Specialized Cleaner (Driver, Delivery and Waxer)	\$19.86	\$24.23	\$25.18	\$27.08

<sup>\*</sup> Completion of probation is defined as hours worked beyond 504 Hours (Article 8)

#Team Leads are paid an additional \$0.95/hour above their existing wage rate.

### SCHEDULE "B"

## November 16, 2018-November 15, 2019

SITE LOCATION / POSITION	Probationary	Completion of Probation/ Start Rate*	6 Months	1 Year
KEARL				
Cleaner (Day)	\$19.86	\$21.85	\$22.80	\$23.75
Cleaner (Night)	\$20.33	\$22.33	\$23.75	\$24.70
Specialized Cleaner (Driver, Delivery and Waxer)	\$19.86	\$24.23	\$25.18	\$26.13

Rates for current fly in/out camps (Kearl) applicable to all employees hired on or after November 16, 2018. The above rates (Schedule "B") will also apply to all employees at any new fly in/out camps except those employees who have been involuntarily transferred to the new fly in/out site.

SCHEDULE "A"

November 16, 2019-November 15, 2020

SITE LOCATION / POSITION	Probationary	Completion of Probation/ Start Rate*	6 Months	1 Year
SUNCOR (12 Hour Shift)				
Cleaner (Day)	\$20.15	\$22.18	\$23.14	\$25.55
Cleaner (Night)	\$20.63	\$22.66	\$24.11	\$26.52
Specialized Cleaner (Furniture Movers, Recycling)	\$22.09	\$25.07	\$26.03	\$27.49
Specialized Cleaner (Nights)	\$22.56	\$25.56	\$27.00	\$28.45
Driver (Days)	N/A	\$24.59	\$26.03	\$27.49
Driver (Nights)	N/A	\$25.07	\$27.00	\$28.45
Waxer/Floor Maintenance (Nights)	\$21.60	\$24.59	\$26.52	\$27.96
Shop Cleaner (Days)	\$22.09	\$24.11	\$25.56	\$27.00
Wash Bay Pressure Washer (Seasonal)	\$24.31	\$26.03	\$27.96	\$29.41
Wash Bay Pressure Washer (Night, Seasonal)	\$24.79	\$26.51	\$28.93	\$30.37
SUNCOR (8 Hour Shift)				
Cleaner (Day)	\$20.15	\$21.70	\$22.18	\$23.62

SITE LOCATION / POSITION	Probationary	Completion of Probation/ Start Rate*	6 Months	1 Year
SYNCRUDE (12 Hour Shift)				
Cleaner (Day)	\$20.15	\$22.18	\$23.14	\$25.55
Cleaner (Night)	\$20.63	\$22.66	\$24.11	\$26.52
Specialized Cleaner (Driver and Delivery)	\$20.16	\$24.59	\$26.03	\$27.48
SYNCRUDE (8 and 10 Hour Shift)				
Cleaner (Day)	\$20.15	\$21.70	\$22.18	\$23.62
Cleaner (Afternoon)	\$20.15	\$21.70	\$22.18	\$23.62
CNRL				
Cleaner (Day)	\$20.15	\$22.18	\$23.14	\$25.07
Cleaner (Night)	\$20.63	\$22.66	\$23.62	\$25.55
Specialized Cleaner (Driver and Delivery, floor care, utility person)	\$20.16	\$24.59	\$25.56	\$27.48
KEARL				
Cleaner (Day)	\$20.15	\$22.18	\$23.14	\$25.55
Cleaner (Night)	\$20.63	\$22.66	\$25.07	\$26.52
Specialized Cleaner (Driver, Delivery and Waxer)	\$20.16	\$24.59	\$25.56	\$27.48

<sup>\*</sup> Completion of probation is defined as hours worked beyond 504 Hours (Article 8)

<sup>#</sup>Team Leads are paid an additional \$0.96/hour above their existing wage rate.

#### SCHEDULE "B"

## November 16, 2019-November 15, 2020

SITE LOCATION / POSITION	Probationary	Completion of Probation/ Start Rate*	6 Months	1 Year
KEARL				
Cleaner (Day)	\$20.15	\$22.18	\$23.14	\$24.11
Cleaner (Night)	\$20.63	\$22.66	\$24.11	\$25.07
Specialized Cleaner (Driver, Delivery and Waxer)	\$20.16	\$24.59	\$25.56	\$26.52

Rates for current fly in/out camps (Kearl) applicable to all employees hired on or after November 16, 2018. The above rates (Schedule "B") will also apply to all employees at any new fly in/out camps except those employees who have been involuntarily transferred to the new fly in/out site.

SCHEDULE "A"

November 16, 2020-November 15, 2021

SITE LOCATION / POSITION	Probationary	Completion of Probation/ Start Rate*	6 Months	1 Year
SUNCOR (12 Hour Shift)				
Cleaner (Day)	\$20.46	\$22.51	\$23.49	\$25.94
Cleaner (Night)	\$20.94	\$23.00	\$24.47	\$26.91
Specialized Cleaner (Furniture Movers, Recycling)	\$22.42	\$25.45	\$26.43	\$27.89
Specialized Cleaner (Nights)	\$22.90	\$25.94	\$27.41	\$28.87
Driver (Days)	N/A	\$24.96	\$26.43	\$27.89
Driver (Nights)	N/A	\$25.45	\$27.40	\$28.87
Waxer/Floor Maintenance (Nights)	\$21.92	\$24.96	\$26.91	\$28.38
Shop Cleaner (Days)	\$22.42	\$24.47	\$25.94	\$27.40
Wash Bay Pressure Washer (Seasonal)	\$24.67	\$26.43	\$28.38	\$29.85
Wash Bay Pressure Washer (Night, Seasonal)	\$25.16	\$26.91	\$29.36	\$30.83
SUNCOR (8 Hour Shift)				
Cleaner (Day)	\$20.46	\$22.02	\$22.51	\$23.98

SITE LOCATION / POSITION	Probationary	Completion of Probation/ Start Rate*	6 Months	1 Year
SYNCRUDE (12 Hour Shift)				
Cleaner (Day)	\$20.46	\$22.51	\$23.49	\$25.94
Cleaner (Night)	\$20.94	\$23.00	\$24.47	\$26.91
Specialized Cleaner (Driver and Delivery)	\$20.46	\$24.96	\$26.43	\$27.89
SYNCRUDE (8 and 10 Hour Shift)				
Cleaner (Day)	\$20.46	\$22.02	\$22.51	\$23.98
Cleaner (Afternoon)	\$20.46	\$22.02	\$22.51	\$23.98
CNRL				
Cleaner (Day)	\$20.46	\$22.51	\$23.49	\$25.45
Cleaner (Night)	\$20.94	\$23.00	\$23.98	\$25.94
Specialized Cleaner (Driver and Delivery, floor care, utility person)	\$20.46	\$24.96	\$25.94	\$27.89
KEARL				
Cleaner (Day)	\$20.46	\$22.51	\$23.49	\$25.94
Cleaner (Night)	\$20.94	\$23.00	\$25.45	\$26.91
Specialized Cleaner (Driver, Delivery and Waxer)	\$20.46	\$24.96	\$25.94	\$27.89
* Completion of probation is defined as hours worked beyond				

<sup>\*</sup> Completion of probation is defined as hours worked beyond 504 Hours (Article 8)

#Team Leads are paid an additional \$0.98/hour above their existing wage rate.

#### **SCHEDULE "B"**

## November 16, 2020-November 15, 2021

SITE LOCATION / POSITION	Probationary	Completion of Probation/ Start Rate*	6 Months	1 Year
KEARL				
Cleaner (Day)	\$20.46	\$22.51	\$23.49	\$24.47
Cleaner (Night)	\$20.94	\$23.00	\$24.47	\$25.45
Specialized Cleaner (Driver, Delivery and Waxer)	\$20.46	\$24.96	\$25.94	\$26.92

Rates for current fly in/out camps (Kearl) applicable to all employees hired on or after November 16, 2018. The above rates (Schedule "B" will also apply to all employees at any new fly in/out camps except those employees who have been involuntarily transferred to the new fly in/out site.

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