

# AGREEMENT

between

THE DISTILLERY, WINE AND ALLIED WORKERS' INTERNATIONAL UNION, A.F. of L., C.I.O., C.L.C. LOCALS 48, 64 AND 200

and

## JOSEPH E. SEAGRAM &SONS, LIMITED THE SEAGRAM COMPANY LTD. (LASALLE PLANT)

and

# THE SEAGRAM COMPANY LTD. (GIMLI PLANT)



Effective February 1st, 1988 to January 31st, 1991

00634 (02)

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# AGREEMENT

This AGREEMENT entered into the 1st day of February 1988 by and between the DISTILLERY, WINE AND AL-LIED WORKERS' INTERNATIONAL UNION, A.F. of L. – C.I.O. – C.L.C. on behalf of its several affiliated local unions numbered 48, 64 and 200, hereinafter referred to as the Union, and JOSEPH E. SEAGRAM & SONS, LIMITED; THE SEAGRAM COMPANY LTD. (LASALLE PLANT); and THE SEAGRAM COMPANY LTD. (GIMLI PLANT), hereinafter referred to as the Employer.

#### WITNESSETH

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the industrial and economic relations between the Employer, its Employees, and the Union, and to establish and encourage the practice and procedure of collective bargaining between the parties hereto.

NOW, THEREFORE, for good and valuable consideration by each party to the other in hand paid at the ensealing of these presents, receipt of which is hereby acknowledged, and in further consideration of the mutual promise and covenants hereinafter contained, it is mutually agreed as follows:

#### ARTICLE I

#### **RECOGNITION AND SCOPE**

The Employer does hereby recognize the Union as the sole labour organization representing the Employer's Employees and recognizes and agrees to treat and negotiate with the Union as the sole and exclusive bargaining agency for and on behalf of such Employees in the plants of the Employer located in WATERLOO, ON-TARIO; LASALLE, QUEBEC; GIMLI, MANITOBA, and by newly acquired plant which may be operated and managed by the Employer, provided, however, that application of this clause does not conflict with any Federal or Provincial law or regulation related to labour matters.

The term "Employees" as used in this Agreement shall not include managers, superintendents, department heads, supervisors, non-working foremen, chemists (those who generally perform work requiring a degree of science), general administrative office Employees, all other Employees possessing full authority to hire and discharge Employees, and excluding such Employees as are now covered by existing agreements with Unions affiliated with the A.F. of L. - C.I.O. - C.L.C.

Persons excluded from the bargaining unit shall not be permitted to perform any work normally performed by Employees in the bargaining unit, which said Employees now perform or have performed in the past.

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### ARTICLE **II**

#### **MEMBERSHIP**

**1.** The Employer agrees that it will keep in employment only members of the Union in good standing and membership in the Union as such shall be a condition of continued employment.

**2.** The Union shall be the sole judge of the good standing of its members. Any Employee who fails to become a member of the Union within the time limit set forth herein below or who fails to pay the required in-

itiation fees and periodic dues and duly authorized assessments, as prescribed by the Union or who shall hereafter cease to be a member of the Union in good standing shall be immediately discharged upon written notice from the Union to the Employer setting forth the reasons for the discharge.

Expulsion or suspension of members by the Local Union shall be under regulations consistent with the constitution of the Distillery, Wine and Allied Workers' International Union.

**3.** Prior to commencing work, newly hired Employees shall be required to report to a Union representative to be listed as potential members, and must pay the prescribed potential membership fee.

4. All newly hired Employees shall be deemed to be on probation during the first sixty calendar days of employment and may be dismissed by the Company at any time during such probationary period without the necessity of assigning any cause therefor. Upon the request of the Union President, the Employer will discuss the reasons for such release.

**5.** All Employees subject to the terms and provisions of this Agreement shall be required to pay the initiation fee, periodic dues and duly authorized assessments established by the Union as a condition for good standing membership in the Union.

ARTICLE III CHECKOFF 5/1

1. The Employer agrees to deduct from the payrolls all initiation fees, periodic dues and duly authorized assessments, as required by the Union upon presentation of individual authorizations as required by law, signed by the Employees directing the Employer to make such deduction from the Employees' pay in accordance with

Local Agreement and remit same to the Financial **Secretary** of the Union.

The Employer shall be held free and harmless from any liability whatsoever in handling such deductions and may require a release from the Union upon payment thereof.

2. The Employer agrees that it will make provision for the withholding of final pay cheque to any Employee coming under the above provision, so that in the event the Employee is discharged, quits or is laid off or released, at the request of the Union, such Employees must clear all indebtedness (dues, initiation fees, and assessments) due the Union before receiving his final pay cheque.

The Employer agrees that in the event of any negligence on its part in giving the Employee his final cheque before his indebtedness is paid to the Union, the employer will be liable and will pay the Union any monies due the Union from the Employee. It is further agreed that the employer will make payment to the Union as set forth above within one week after receiving notice from the Union.

#### ARTICLE IV HIRING

1. The parties agree that it is desirable to stabilize employment in the industry by granting preference of employment to experienced persons and recognize that the Union's knowledge and experience within the industry, together with the sources of competent people available to it, can be of assistance to the Employer in recruiting needed Employees. It is therefore agreed that the Employer shall notify the Union whenever Employees are to be hired and shall afford the Union an opportunity to recommend job applicants. Similar notifications **may** be given to other sources of employment. The Employer further agrees to give such job applicants due consideration.

**2.** The Employer agrees to notify the Union in writing upon the hiring of any new Employees, giving the names, addresses, age, sex, telephone number, also type of job classification as may be required by the Union.

#### ARTICLE V

#### DISCHARGE

**1.** The Employer shall not discharge any Employee without just cause. Prior to any proposed discharge, the Employer shall notify the steward and/or Union officer to be present when formal charges are made against an Employee.

2. In order that the Union representative may have sufficient time to investigate the charges, the Employee shall not be discharged but may be suspended for five (5) business days. If, after such five (5) days, the matter cannot be satisfactorily settled, the Employee may be considered discharged.

**3.** If the Union or the Employee consider such discharge to be unjust, the matter shall be handled in the manner more fully set forth in ARTICLE XXII hereof, provided the grievance is filed in writing with the Employer and the Union within five (5) business days after such discharge becomes effective.

**4.** In the event such discharge is determined to have been unjust, the Employee shall be reinstated in good standing, without prejudice or loss of seniority rights, and shall receive full pay for the time lost.

5. In the event any Employee is discharged, such Employee shall receive full pay due him less any monies due the Union on check-off.

6. Any Employee having two years of work without written reprimands placed on his record will not have previous written reprimands used against him for disciplinary reasons.

**7.** In the case of written reprimand, a copy of said reprimand will be given to the Employee concerned and to the local Union.

#### ARTICLE VI

#### **UNION AFFAIRS**

**1.** It is specifically understood and agreed that there shall be no restraint, coercion, interference or discrimination by the Employer or any of its agents against any members of the Union, because of membership therein or the carrying on of any Union activities.

**2.** It is further understood and agreed that it shall not be just cause for the discharge of any Employee that such Employee engage in Union activities of any kind.

**3**. The department steward and/or Union officer may, with permission from his supervisor, handle any urgent Union business that requires his attention. This permission will be granted without undue delay, taking into account work requirements. It is understood that this arrangement will not be abused.

4. In the course of their Union duties, it is understood that local Union officials shall have the right to visit their plant when off duty and that International Union officials shall have the right to visit the plants. It is understood that such officials shall secure visitors' passes **from** the local plant management at the beginning of such visits.

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**5.** Officers and members of the Union shall be allowed time off without pay for official Union business with due regard given production requirements of the Employer.

**6.** A limited number of Employees shall be paid the applicable rate of pay by the Employer for all time consumed on labour management conferences called or accepted by the Employer during said Employees' regular working hours on the Employer's premises. Should the labour management conference be allowed to extend beyond regular working hours then normal overtime rates will apply.

**7.** The Employer shall provide a bulletin board upon which notices concerning official Union business may be posted.

**8.** Shop stewards are not to be rotated out of their department without consultation and agreement with the Union.

#### ARTICLE VII

# WORK SCHEDULE

1. (a) The regular work schedule for all Employees, excepting continuous operations, shall be forty (40) hours per week divided into five (5) days of eight (8) hours each, Monday through Friday.

(b) The regular working schedule for continuous operations shall consist of forty (40) hours per week, divided into five (5) days of eight (8)hours each in seven (7) days (Monday through Sunday work week). It is understood that days off within the work week will be scheduled consecutively. All shifts to rotate.

2. The regular starting and quitting times shall be as set forth in Appendix "B", Local Supplemental Agreement.

3. (a) Advance work schedules, for continuous operations of two (2) weeks, shall be posted one (1) week prior to start of such schedules and shall include schedules for Saturday and Sunday.

(b) The pattern of work schedules and any changes thereafter shall be discussed between the parties before they may become effective.

(c) Cancellation of scheduled Saturday and Sunday work will require a shift change penalty of four (4) hours pay. Non-scheduled Saturday and Sunday work of less than forty-eight (48) hours notice will likewise require a shift change penalty, but under no circumstances will the shift change penalty be paid because of the necessity of covering the shift of a scheduled man.

(d) In the event any Employee in continuous operations is requested to work outside his regular posted schedule, such Employee shall receive premium pay at the rate of time and onehalf for all such hours. In the event it is necessary to change the entire schedule, time and one-half shall be paid for the first change of shift in the shift change. This penalty applies only in changing to temporary schedule and not in returning to regular schedule, unless temporary assignment continues into next pay week.

**4.** Any change in the posted schedule during the regular work week shall be paid for at a premium rate of

time and one-half for all hours worked on the first day of such change in addition to all overtime earned **during** that week.

**5.** When overtime work is available it shall be equally distributed among available Employees in the department who regularly perform the work.

**6.** Employees, except those engaged in continuous operations, shall be **given** two rest periods from work, one in the morning and one in the afternoon.

**7.** Employees in all non-continuous departments may be allowed a wash-up period(s).

**8.** It is agreed that total break periods and wash-up time will not exceed thirty (30) minutes per day. Allocation of time and durations to be included in local supplements.

**9.** Scheduling or cancellation of all scheduled Saturday and Sunday regular operations later than the end of the regular shift on the preceding Thursday, will require **a** penalty of four (**4**) hours pay, unless scheduling or cancellation **is** necessary due to absenteeism, fire, power failure, or Act of God. For this Section, "Scheduling" will mean personal notice to the Employee.

### ARTICLE VIII COMPENSATION

**1.** All Employees coming under the scope of this Agreement shall be compensated for their services in accordance with Appendix "A", Base Wage Schedule, at-

tached hereto, plus any applicable Cost-of-Living Allowance.

**2.** All Employees shall be paid on Wednesday, Thursday or Friday, in accordance with prevailing practices before or during working hours.

**3.** Laid-off Employees shall receive all monies due them at time of lay-off.

**4.** New Employees shall begin at the rate of one dollar (\$1.00) per hour less than the rates specified in Appendix "A". Base Wage Schedule, for a period of 2080 regular hours of active employment. Thereafter they shall receive the full rate.

**5.** All work performed in excess of eight (8) hours per day shall be paid for at the rate of time and one-half. Double time to apply after three (3) hours of overtime contiguous to a regular shift.

6. All work performed on Saturday shall be paid for at time and one-half the basic rate.

7. All work performed on Sunday shall be paid for at double the basic rate. 2000

**8.** All work performed prior to the regular departmental starting times or after the regular departmental quitting times shall be paid at the rate of time and one-half.

**9**. (a) In the event of overtime, the following conditions apply:

- (i) Overtime of less than 1 hour Work continues on beyond regular quitting time until work is completed.
- (ii) Overtime of 1 hour to 2 hours There will be a paid ten (10) minute stoppage of work for a rest period.

- (iii) Overtime of more than 2 hours to 4 hours There will be one paid fifteen (15) minute rest break from work and one paid thirty (30) minute meal break from work which includes wash-up time. A paid meal will also be provided.
  - (iv) Overtime beyond 4 hours After each 4 hours of work, a paid thirty (30) minute meal break, including wash-up time, from work and a paid meal will be provided. Between meal periods, a paid fifteen (15) minute rest break from work will be provided.

These overtime conditions apply before or after an eight hour work period has been completed.

(The conditions of Section 9 (a) do not necessarily apply to continuous operations, where established procedures remain in effect).

(b) In the event that the Employer is unable to provide a meal, an eight dollar and fifty cents (\$8.50) per meal payment will be made in lieu of the meal provision.

**10.** An Employee who works overtime shall be paid a minimum of one quarter **(114)** hour overtime and for any additional overtime in units of one-quarter **(114)** hours.

**11.** All work performed by Employees recalled from their scheduled vacation shall be paid for at the rate of double time.

**12.** All Employees working on the shift ending nearest midnight shall receive a shift premium of thirty-

nine (39) cents per hour and all ,Employees working on the shift beginning nearest midnight shall receive a shift premium of sixty (60) cents per hour. When shift workers are required to work overtime, the shift premium shall be added to their regular rate and the overtime rate applied to the total thereof. The Employee's basic shift shall determine the amount of shift premium applicable on overtime. No shift premium will be applied in the case of Employees working overtime into a higher premium shift.

**13.** Shift premiums for Employees on permanent shifts or the average shift premium for Employees permanently on continually rotating shifts shall be considered as part of the basic hourly rate for the calculation and payment of holidays, vacations, leave for death in family, supplemental workmen's compensation and jury duty compensation.

14. (a) The October, 1984 All-Canada Consumer Price Index (1971 = 100), published by Statistics Canada will be noted and recorded. (The C.P.I. for January 1984 was 284.8).

(b) A Base Index of 4% above the October 1984 C.P.I. will then be established.

(c) For each increase of 0.3 points above the Base Index, there will be an allowance of one (1) cent per hour worked.

(d) The C.P.I. is to be reviewed each quarter as from February 1st, 1988.

That is:

in May, when the April C.P.I. is published

in August, when the July C.P.I. is published in November, when the October C.P.I. is published

in February, when the January C.P.I. is published..

At May 1st, 1988, the cost of 'living allowance will be calculated to take effect in the first pay period commencing after Index publication and to be maintained for the following three (3) month period. This procedure will be repeated for the second, third and fourth quarters, each time using the Base Index as the base. This procedure will be repeated for the life of the agreement.

(e) In the event of a decrease in the Consumer Price Index, a reduction will be made to the allowance in effect. In no event, however, will a decrease in the Consumer Price Index reduce the contract rates listed in the attached base wage rates shown in the Appendix "A".

(f) The amount of any cost of living allowance in effect at any time shall be included in computing overtime pay, holiday pay, call-in pay, vacation pay, leave for jury duty, and leave for death in the family.

(g) There will be no COLA fold-in to wage rates.

#### ARTICLE IX

#### **GUARANTEED WORK**

**1.** Employees who report to work as scheduled, shall be offered at least eight (8) hours work during the regular department work schedule on that day. An ex-

ception to this is in the case of fire, power failure, or Act of God in which case Employees shall be guaranteed four (4) hours work. If the Company is unable to schedule work of any kind, four (4) straight time hours. pay will be given in lieu thereof.

2. Any Employee who has left the plant after completing his regular scheduled shift, and is called to work to perform specific emergency work, shall be paid for at least four (4) hours at double-time. Any work beyond four (4) hours 1..., also be paid at double-time, unless however, this becomes Dart of his regular scheduled shift, in which case the regular rate will be paid. The Employee shall not perform/work other than emergency work.  $l_{i} \in l_{i} = \frac{1}{2} \sum_{i=1}^{2} C_{i}$ 

These meals are conditional that the emergency work does not run into the Employee's regular scheduled shift. It has been clarified that when an Employee is at work for an emergency and another emergency occurs, this will be considered the same call-in.

### ARTICLE X HOLIDAYS

**1.** The following are hereby declared Holidays: New Year's Day, Good Friday, Victoria Day, Dominion Day, Labour Day, Thanksgiving Day and Christmas

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Day. Four additional holidays, as set forth in Appendix "B" Supplemental Agreement, will be recognized.

2. Employees who are not required to work on the above days shall receive eight (8) hours pay, based on their regular rates.

**3.** Employees who are required to work on these days shall receive time and one-half for all hours worked, which shall not be less than eight (8) hours, plus eight (8) hours holiday pay.

**4**. To be eligible to receive holiday pay, an Employee must have earnings in the week in which the holiday is observed.

However, to be eligible to receive holiday pay, a laidoff Employee must have worked within five (5) working days prior to the day the holiday is observed. Employees who do not have earnings in a week in which a holiday occurs but who are absent due to doctor certified sickness in the waiting period required prior to being eligible to receive weekly indemnity payments, or who are absent on Company approved official union activities, will also receive holiday pay.

Under no circumstances, however, will holiday pay be paid when Company sick pay, Health and Welfare or Workmen's Compensation covers the holiday. However, if a holiday is observed during the period that an Employee is on Company sick pay, the Company sick pay will be topped **up** to eight (8) straight time hours **pay**.

**5.** Should any of the above holidays occur on Saturday, they will be observed on Friday. Should any of the above holidays occur on Sunday, they will be observed on Monday. Should the Local Union and Plant Management mutually agree to observe a holiday on some other day, it will become the holiday for purposes of pay or overtime.

6. In the event regular operations are required on any of these holidays, notice by the end of the shift on the second to last working day prior to the holiday shall be given. In the event, however, the Company does not fulfill its posted schedule for holiday work the Employee shall receive four (4) hours straight time pay in addition to the holiday pay.

#### ARTICLE XI VACATION

**1.** The Employer shall grant vacations with full pay to all Employees on the following basis:

Period of Seniority	Vacation
1 year	2.6 weeks () 3.6 weeks ()
5 years	<b>3.6</b> weeks <i>C</i>
10 years	4.6 weeks 0 02
20 years	5.6 weeks
25 years	<b>6.6</b> weeks

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The **3** new days of vacation will be scheduled at the Holiday season in order to provide Employees with an uninterrupted Holiday season between Christmas and New Year. However, it is agreed that some Employees will be required to work in this period. Those Employees will receive these **3** days at some other time.

**2.** The period for taking vacations shall be from January 1st to December **31st**. No Employee will be required to take his vacation prior to May 1st or after September 30th.

**3**. Employees shall have preference of vacation periods in order of seniority, taking into consideration the efficient operation of the plants.

**4.** An Employee who has qualified for a vacation may request that vacation at any time beginning on or after January 1st of the vacation year.

**5.** No Employee shall be required to assume the duties of an Employee on vacation in addition to his or her own duties.

6. In the event a holiday occurs during an Employee's vacation period, he shall be paid for the holiday in addition to the vacation pay. This provision will also apply to holidays occurring during vacations taken after but contiguous to lay off. This provision will also apply to holidays occurring during the anticipated plants' shutdowns for Employees who have previously had vacations approved for this period and are subsequently laid off.

**7**. To be eligible for vacations, Employees must meet the following requirements:

(a) Employees having one to five years seniority must have received compensation in at least twenty-six (26) weeks between June 1st of the preceding year and May 31st of the vacation year, or have received compensation in twenty-six (26) weeks in the 12 months preceding the Employee's employment anniversary date in the vacation year.

(b) Employees having more than five (5) years seniority must have received compensation in at least eighteen (18) weeks between June 1st of the preceding year and May 31st of the vacation year, or have received compensation in eighteen (18) weeks in the 12 months

preceding the Employee's employment anniversary date in the vacation year.

(c) The term "compensation" as used herein shall be deemed to include weekly benefits payments received by the Employee under the International Union's Health and Welfare Program and the Workmen's Compensation Act, provided however, that such weekly benefit payments may only be credited towards one vacation.

**8.** Pay for vacation earned under Article XI Section 7 shall be as follows:

(a) The first two weeks vacation entitlement for all Employees will be paid on the basis of either:

(i) 4% of gross earnings, including overtime and premium time, for the period of qualifications described in XI (7) (a).

#### OR

(ii) 80 hours straight time earnings. Whichever is greater

#### OR

 (iii) 96 hours straight time earnings for employees who have worked an average of 48 hours or more during at least a combination of any twenty-six (26) weeks during the qualifying period selected by the Employee to qualify for his or her vacation.

**b)** Additional weeks of vacation entitlement earned under ARTICLE **XI** will be paid at 40 hours straight time earnings per week or 48 hours straight time earnings per week if the Employee has worked an average of forty-eight (48) hours or more during at least a combination of any twenty-six (26) weeks, during the qualifying period selected by the Employee to qualify for his or her vacation.

**9.** Should an Employee who has qualified for a vacation in a vacation year be separated from employment with the Company for any reason during such vacation year before he has taken his vacation, he shall be entitled to his vacation pay.

**10.** If, during a vacation period, new wage rates are established, those Employees taking their vacations during that vacation period after the effective date of the new rates shall have their vacation pay calculated in accordance with the provisions of this Article, but at the newly established rates.

#### ARTICLE XII

#### SENIORITY, PROMOTIONS, LAY-OFF AND RECALL

1. The Employee's length of service for the purpose of determining seniority rights shall be deemed to have commenced on the first day of employment with the Employer. In all cases of transfer, promotion, recall, increase or decrease of the number of Employees, seniority rights of Employees shall govern. The principle of seniority shall govern in all cases, including the filling of vacancies occurring in shift or new positions created. If vacancies occur in a higher rated position, seniority, including the ability to perform the work, shall be the controlling factor in the selection of Employees to fill such vacancies. The Employer shall give notice of layoff to all Employees who are to be laid off before noon on the working day prior to the day the Employees are to be laid off.

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2. Present practices with respect to the operations of seniority as it relates to promotions, lay-off, recall and related matters will prevail and may be contained in Appendix "B", Local Supplemental Agreement attached hereto.

**3**. All vacancies and **newly** created positions shall be posted for five (5) business days. In the event that qualified Employees are on vacation or on authorized leave, the Employer shall notify such Employees of such vacancies or newly created positions by mail. The Employee will make every effort to notify the Employer of his or her intention to bid. However, within three (3) days of the return of such Employee from vacation or authorized leave or sickness, the Employee may return his  $\alpha$  her bid and be given full consideration for the position. Employees on authorized leave or sickness must return to work within three (3) months of such notice to qualify for such vacancies or newly created positions.

**4.** It is understood that the transfer of an Employee from department to department shall not affect such Employee's basic seniority rights as an Employee of the Employer.

**5.** Seniority rights of Employees shall terminate upon their discharge or resignation.

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6. Seniority rights of Employees with less than ten (10) years seniority shall terminate if they have not worked at any time in a continuous period of thirty-six (36) months. Periods of time in which the Employee had work available but was absent and received weekly benefits under ARTICLE XVII, INJURY, or weekly benefits under ARTICLE XX, HEALTH AND WELFARE PROGRAM, shall be considered as time worked for this provision. This section shall not apply to

Employees who were recalled to work but were unable to work due to **a** doctor certified illness extending beyond three years.

7. If any Employee leaves his work or fails to report for work as scheduled, without notifying or having permission from his supervisor, except in the case of illness or emergency, such Employee may be considered as having permanently quit his work and shall forfeit all seniority rights. This clause will be applied only in case of abuse.

8. In the restoration of employment, laid off Employees directed to return to work shall report for work at the time specified in the written notice or inform the Employer within seventy-two (72) hours of inability to do so. Failure to notify the Employer without good reason shall cause the Employee to be dropped from the roster of Employees. The Employer will notify the Employee at the last address given on the personnel record.

**9.** Employees directed to return to work may request permission to be by-passed until the seniority roster of Employees has been exhausted. This provision shall apply only in the cases of recall for seasonal or temporary work. This provision shall be operable in conjunction with local supplemental provisions.

**10.** When an Employee resigns from his classified position the Union representative shall be advised.

#### ARTICLE XIII

#### JOB TRANSFER

**1.** Any Employee temporarily transferred or assigned to a higher rated position shall receive the rate for the

position to which transferred or assigned for all time worked during that day including that portion of time in which he worked in a lower rated position. If a holiday occurs during the period where an Employee is in the higher rated position, the holiday pay will be calculated at the higher rate.

**2.** Temporary assignments to higher rated positions shall not exceed four (4) weeks. However, such period may be extended by mutual consent of the Union and the Employer. Thereafter, they shall be filled as permanent jobs in accordance with ARTICLE XII.

3. It is **fere**ed that only Employees who hold classified positions that are regularly in operation on a year-round basis and transferred temporarily or permanently to a lower rated position through the discontinuance of his/her permanent classified job shall receive his or her regular rate of pay while assigned or transferred to such position for a period of time equal to his/her complete weeks of service in the higher rated position not exceeding twenty-six (26) weeks. Such Employees have bumping and training privileges, if they are qualified and choose to exercise them. When the rate retention period is determined (1 to 26 weeks), that is the maximum payable by the Company, regardless of the number of bumps. The first employee affected by discontinuance of a permanent classified **job** may bump, apply for a job posting if there is one, or elect not to bump. He/she upon bumping or receiving a posted job, will have rate retention terminated. In the case of bumping, the remaining weeks of rate retention, if any, will be applied on down the chain until they are used up. All persons displaced from their jobs due to permanent job discontinuance have the right to bump for their rate retention period or 30 days, whichever is greater. This paragraph will not apply to positions that are not regularly in operation on a year-round basis. No Employee who temporarily fills a higher rated job will 27 8/1

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continue to receive the higher job wage upon leaving the **position.** 

**4.** If a permanent classified job is discontinued, and the discontinuance is judged by the Employer to be for a period of more than 3 months, but not be permanent, the affected Employee may elect to exercise seniority rights as per Appendix "B", Local Supplemental Agreement and immediately receive the rate applicable for the classified job to which the Employee is eligible and performing. Otherwise, the terms of ARTICLE XIII – Section 3 will apply. This paragraph will not apply to positions that are not regularly in operation on a year-round basis.

#### ARTICLE XIV

#### DEPARTMENTS

**1.** It is recognized that the methods of operation vary in the several plants because of the physical nature of the plants and the operations conducted in them. Therefore, provisions relating to departments may be set forth in Appendix "B", Local Supplemental Agreement.

2. Nothing in this Agreement shall prevent an Employee from being transferred to work in any other classification, provided that such transfer is made in conformity with seniority rules, reductions-in-force, or when the transfer of any Employee is necessary because of work availability in other departments. It is understood of course, that an Employee so temporarily transferred shall return to his regular job or department

when the need for this temporary service is no longer re-

#### ARTICLE XV LEAVES OF ABSENCE

Leaves of absence may be obtained from the Plant Manager, not to exceed twelve (12) months for illness or physical incapacity and for a period not to exceed thirty (30) days for personal reasons, and not to exceed twenty-seven (21) weeks (including 6 weeks for Maternity Benefits and 17 weeks for Unemployment Insurance Benefits, if applicable, and 30 days for personal reasons) for maternity reasons. Such leaves shall also be first approved by a representative of the Union. If not approved by the Union or proven to have been obtained by fraud or misrepresentation, the Employee may lose all seniority rights and be subject to dismissal. Leaves of absence may be extended if circumstances warrant.



'ARTICLE XVI

LEAVE FOR DEATH IN FAMILY

1. In the event of the death of a member of the immediate family such as father, mother, sister, brother, mother-in-law, father-in-law, legal guardian, spouse, child, step-father, step-mother, step-sister, step-brother or step-children, an Employee shall be given up to three (3) business days leave with full pay, just as he would have received if working, provided the Employee attends the funeral. In the event, however, the funeral takes place in an area far removed from the Employee's home, which would require extensive travel and prevents attendance at the funeral, it is understood and agreed that such Employee shall receive one day off with pay, provided satisfactory proof of the distant death is supplied.

**2.** If the funeral of an Employee's sister-in-law, brother-in-law, daughter-in-law, son-in-law, grand-mother, grandfather or grandchild occurs on his normally scheduled work day, the Employee shall be given the one business day's leave with full pay, just as he would have received if working, in order for the Employee to attend the funeral.

**3.** Employees on approved leave of absence to care for members of their immediate family shall, in the event of death of said family member during such absence, receive the benefits set forth here above, provided that the Employee returns to work in a reasonable time following such death.

#### ARTICLE XVII

#### INJURY

**1.** For injuries occurring at work on or after February 1, 1988, and eligible for WC benefits, the Company will pay, on a weekly basis, monies equivalent to WCB payments. The WCB payments when issued will go to the Company. In this way, the Employee will be protected from interruptions in earnings due to delays in processing the claim. The Employee will return to the Company any amounts paid by the Company to the Employee that are in excess of amounts paid by the WCB. This section applies only to wage loss payments payable by the WCB.

In the event that any Province reduces its level of weekly benefits the Company will pay the difference between the new and the old calculation during the life of this agreement.

**2.** In the event any Employee is injured while at work and is required to leave work, he shall be paid his full wages for that day.

**3.** In the event any Employee is injured at work and such injury permits continued work but requires periodic visits to a doctor or hospital for treatment, such Employee **shall** be paid for all time consumed in making such visits during regular working hours. Also, the Employer shall furnish transportation during working hours. The Employer also agrees to pay the injured Employee for time lost in required visits to the Workmen's Compensation Board and to furnish transportation during working hours.

4. Any Employee temporarily requiring a change of job because of an occupational injury arising out of or in the course of his employment and subsequently subject to the provisions of the Workmen's Compensation Act shall retain his rate of pay if transferred to a lower rated job until the case is adjudicated under the Workmen's Compensition Act. However, any Employee who is permanently transferred and is unable to resume his original job due to an occupational injury covered by Workmen's Compensation, shall retain his rate until such time as the increments in wages brings his new position to the same rate of his original job. Thereafter, the rate of the job to which he was transferred will be applicable and any subsequent transfers would be covered by ARTICLE XIII of this contract.

### ARTICLE XVIII UNIFORMS AND EQUIPMENT

**1.** The Employer agrees to furnish all Employees with uniforms.

**2.** If any Employee is required to perform hazardous or unhealthy work, the Employer shall supply all necessary clothing and equipment.

**3.** With the understanding that an Employee must wear them at work, the Employer will pay the full cost of each pair of safety shoes purchased by the Employee up to two pairs per year and the full cost of prescription safety glasses up to a limit of one per year. Prescription safety glasses in this paragraph are to include both the lenses and the frames. Both the lenses and the frames are to be C.S.A. approved or equivalent. The cost to the Employer of such articles shall not exceed the amount of the standard prices of C.S.A. approved articles.

**4.** The Employer agrees to furnish all tradesmen Employees with appropriate hand tools.

#### ARTICLE XIX

### OUTSIDE CONTRACTORS .5/7

It is agreed that, except in conformance with past practice and policy, no work regularly performed by Employees in the bargaining unit shall be contracted out or be performed by any other Employees.

Whenever it becomes necessary for **the** Company to contract out, the Company agrees to advise the Union, a minimum of two weeks in advance of the work except for unforeseen circumstances, of the work to be done.

### ARTICLE XX HEALTH AND WELFARE PROGRAM

**1.** The Employer agrees to execute and abide by the terms of the Health and Welfare Program sponsored by

the International Union and agrees to execute or keep in force Standard Trust Agreement and any Amendment or additions made thereto. The duration of the Trust Agreement and any Amendments hereto shall not be affected by the expiration of this Agreement, but in the event of the expiration of this Agreement, shall continue for a minimum of six (6) months beyond the expiration or termination or for any longer period which may be provided for in the Trust Agreement.

 Premiums, if required, for Provincial Basic Hospital Insurance and Medicare schemes will be paid directly by the Employer.

**3.** An Employee who falls sick or is disabled during employment will benefit from a four-phase coverage:

(a) Company Sick Pay. After the first day of each absence from work due to illness, an Employee will receive six straight time hours pay for any day lost through sickness or disability for all days in the waiting period prior to eligibility for weekly indemnity payments. The above holds for unlimited times in any year and the period of illness need not extend to where the Employee qualifies for weekly indemnity payments. However, where the Employee qualifies for weekly indemnity payments, the Employee will receive six straight time hours pay for all days in the waiting period.

(b) Weekly Indemnity Payments. The Company will pay premiums to the Social Security Fund of the International Union, or designated private carriers, providing a weekly benefit for a maximum of 26 weeks following the waiting period. The twenty-six week period will cover one or more illnesses during the same absence. Details of the plan are to be found in the Social Security Fund pamphlet <u>The weekly benefit</u> will be tw<u>enty-four times **the job's hourly base wage rate (not** including COLA) as of February 1st of each contract year, during each contract year. 4/15</u>

The Company Will monitor attendance during the contract term to determine if costs of providing this improved coverage are reasonable.

c) Long Term Disability Insurance. A long term disability insurance plan will provide Employee with a \$900.00 per month benefit commencing after the exhaustion of weekly indemnity payments, to the age of 65. The Employer will pay the premiums. Details of the plan are outlined in the separately published Long Term Disability pamphlet.

**d) Pension.** The Long Term Disability Insurance Plan will maintain Employee's service in the Company Pension Plan, including years in which Employee received Long Term Disability benefits. Details to be found in separately published Long Term Disability pamphlet.

**4.** The Company will pay one month's premiums to the Social Security Fund or alternative carrier for Employees with 10 or more years of seniority, if they are away from work because of layoff. The Company will pay premiums to the abovementioned carriers for Employees with 10 or more years of seniority, if they are away from work because of sickness covered by Company sick pay or by weekly indemnity.

The Company will pay premiums to the abovementioned carriers for Employees unable to perform any work and who are on Long Term Disability or Workers' Compensation.

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**5.** Retirees will be covered **for** semi-private hospital, /presc**O**/ion drugs, vision care, and OHIP in Ontario except as **O** erwise provided under Federal or Provincial Law.

**6.** The Company will pay the premiums towards a dental plan. Details of the plan are to be found in **a** separately published pamphlet.

**7.** For new retirees, a paid up life insurance policy of \$4,000 will be provided.

**9**. The Company will pay prefiniums to provide \$28,000 Life Insurance and \$20,000 Accidental Death and Dismemberment benefits.

**10.** Upon the death of any active Employee, the Company will pay premiums for semi-private hospital, prescription drugs, vision care and OHIP in Ontario except as otherwise provided under Federal or Provincial Law, for the spouse and eligible dependents, for a period of one year.

**) 11.** The Company will pay premiums for children of eligible Employees until age 25 if unmarried, attending school or university as full-time students, and who are primarily dependent on the parent(s) for support, for prescription drugs, semi-private, vision care and OHIP in Ontario except as otherwise provided under Federal or Provincial Law.

**12.** If a retired Employee dies before age 65, semiprivate hospital, prescription drugs, vision care and OHIP in Ontario will continue for the spouse and eligible dependents until he/she reaches age 65 or dies, whichever comes first.

#### ARTICLE XXI

#### **EXISTING CONDITIONS**

The parties agree that existing working conditions, employment conditions, and benefits which may be more favourable in any aspect than provided for herein, shall be continued whether or not referred to in this Agreement.

#### ARTICLE XXII

#### **GRIEVANCE PROCEDURE**

1. In the event the Local Union or any Employee shall consider that he or she has any grievance or dispute or that any provision of the Agreement has been or is being violated, an earnest effort shall be made by the Grievance Committee, duly designated by the Union, or any other authorized representative of the Union, to adjust such grievance as quickly as possible in the following manner:

The Employee having the grievance shall have the same presented in writing to the Grievance Committee or authorized Union Representative and the Employer within five (5) business days after the occurrence of the alleged cause for grievance, otherwise such grievance may not be heard or considered by the Employer or the Union.

The alleged grievance shall first be taken up with the immediate Supervisor of the aggrieved Employee. If the Supervisor fails to adjust satisfactorily within two (2) business days, the matter shall then be referred to the Department Head or Superintendent. In the event that the last named procedure fails within two (2) business days to produce a satisfactory settlement, the matter shall then be immediately referred to the Personnel Manager or Plant Manager. In the event the last named procedure fails within two (2) business days to produce a satisfactory settlement, the matter shall then be referred to the Canadian Vice-president of the Distillery, Wine and Allied Workers' International Union and the Vice-President of Human Resources of the Employer. If said procedure fails within five (5) business days to produce a satisfactory settlement of the matter, it shall then be immediately submitted to arbitration in the manner set forth in the following paragraphs.

In the event the International Union regards a grievance to be of sufficient importance, such grievance may be instituted and processed by the International Union without the necessity of following any of the outlined steps, but the International Union may process the matter directly with the Vice-president of Human Resources of the Employer. However, such grievance must be presented within sixty (60) days after the occurrence of the alleged grievance.

**2.** Arbitration may be demanded by serving notice thereof on the Vice-president of Human Resources of the Employer and upon the Canadian Vice-president of the International Union.

The Employer and the Union will jointly agree upon the selection of an arbitrator. Failure to reach a decision upon the choice of an arbitrator, application shall be made to the Labour Department of the appropriate province for such selection. The decision of the arbitrator shall be rendered within thirty (**30**) days and the decision shall be final and binding on all parties involved in such controversy or grievance and shall conclusively determine the same.

**3**. The expense of the arbitrator shall be borne equally by the parties.

4. It is understood and agreed that, in the event of a dispute between the Employer and the Union concerning the interpretation of any provision of this Agreement, before the Union resorts to any strike or the Employer resorts to any lockout, such dispute shall be submitted to arbitration in the manner hereinabove set forth. However, refusal of either party of this Agreement to arbitration or refusal of either party to abide by the decision of any arbitrator, shall be deemed an unfair labour practice and the other party shall be free to take whatever action or actions it deems necessary to safeguard and protect its best interests.

**5.** The arbitrator may modify or alter the penalty if in its opinion it is just to do so.

# ARTICLE XXIII STRIKE BOUND GOODS 4/l

**1.** Employees shall have the right to ref**use to** handle, work on, ship, or in any manner deal with any merchandise on behalf of any Employer who is engaged **in** a labour dispute with the International Union or any of its Local Unions.

Employees shall have the same right regarding any merchandise destined to or emanating from any establishment involved in a labour dispute with the International Union or any of its Local Unions, nor shall the Employer request any Employee to perform any such work.

Written notice by registered mail from the General President of the International Union, which shall outline the facts of the dispute and the parties involved, shall constitute the necessary condition for the operation of this provision. **2.** Employees shall also have the right to refuse to cross any picket lines established by any Local Union affiliated with the Distillery, Wine and Allied Workers' International Union and/or any **affiliates** of the A.F. of L. • C.I.O. • C.L.C.

### ARTICLE XXIV

#### GENERAL CONDITIONS

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1. There shall be no discrimination on any job because of sex and the agreed contract rates shall be paid irrespective of which sex performs the work.

2. The Company agrees to make adnecessary provisions for the protection, safety and health of the Employees. To that end, the Employer recognizes and agrees to cooperate with the <u>Union Safety Committee</u>.

**3.** No new Employee employed after February 1, 1988, shall be qualified or eligible to receive Leaves of Absence, Jury Duty payment, Funeral benefit payments, Health and Welfare coverage, 0.6 weeks vacation at Christmas, one of the two pairs of safety shoes and prescription safety glasses until they have completed 2080 regular hours of active employment.

**4.** In the event at any time it becomes necessary for the Company to create a new job or jobs, the rate for such job shall be established by prior consultation and agreement between the Parties.

**5.** In the event that, due to changing conditions, it becomes necessary to combine or consolidate existing jobs, the Employer agrees to discuss such changes with the Union in advance. In the event that a dispute arises concerning the above, the Union may process same in conformance with ARTICLE XXII.

**6.** It is agreed that all Employees who are presently receiving above the minimum wage rate as set forth in Appendix "A" hereof shall not have their rates reduced as a result of this Agreement.

**7.** It is agreed that as many special constables, maintenance men and power house Employees **as** may be deemed necessary by the Management for the proper protection and maintenance only of the property shall be permitted to report for and remain on duty on their regularly scheduled shifts in the event of a strike.

**8.** No Employee shall be absent from work without first having obtained permission from the Plant Department Head, except in cases of illness or circumstances beyond the control of the Employee. In such cases, the Employee should attempt to advise the Company as soon as possible. Employees absent without good reason shall be subject to suspension and/or discharge.

**9.** In the manufacturing department and dry houses or in any department operating on shifts, an operator must remain on duty until the relief operator replaces him unless such operator is given permission by his supervisor to leave.

**10.** In the manufacturing department, including the dry house, operators may be rotated from job to job for purposes of training and education at the discretion of the Management, provided all parties agree to the rotation.

**11.** It is agreed that wordrates in manual operations involving case and bottle handling will be reviewed locally.

**12.** An Employee who requires training for a higher rated job will receive the higher rate after successful

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completion of the training period. D'uring the training period, the Employee will remain at the rate of the lower rated job. This will apply only to Employees who commence their training after the ratification date and will not apply to the trades apprenticeship programs.

ARTICLE XXV JURY DUTY 6360/1

An Employee who is absent from work when called for jury duty, or to act as Crown Witness for action witnessed at work or while entering or leaving the plant, will receive the difference between what he received as jury or witness fees and his regular daily earnings, provided satisfactory proof is submitted to the Personnel Manager, that he was called for jury or witness duty, and secondly, that he returned within a reasonable time to his work assignment.

It is further agreed that this provision will apply to excuse absences related to jury or witness duty, from shift work on the shift immediately prior to or immediately following the day in which jury **or** witness duty was served.

## ARTICLE XXVI BASE WAGE RATE

Base wage rates shall be established according to job titles and wage classes as set forth in Appendix "A", Minimum Hourly Base Wage Rate Schedule.

### ARTICLE XXVII EFFECTIVE DATE AND DURATION OF AGREEMENT

1. This Agreement shall become effective February 1st, 1988 and shall remain in full force and effect until January 31st, 1991 inclusive, and thereafter for successive yearly periods unless, at least sixty (60) days prior to the expiration of the initial **period** or any yearly period thereafter, either party hereto shall give written notice to the other of its desire to modify or terminate the Agreement.

**2.** This Agreement shall enure to the benefit of and shall be binding upon the heirs, executors, administrators, successors and assignees of the parties hereto.

## ARTICLE XXVIII

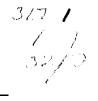
### PENSION

Details **of** the Pension Plan are outlined in the separately published Pension Booklet.



In the event that an Employee's employment is terminated due to the permanent closure of a plant, he/she shall receive from the Company one week's regular nonovertime pay per year of seniority, up to a maximum of 26 weeks.

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this **day** of 1988 for and on behalf of Local Unions numbered 48, 64 and 200.

# Distillery, Wine and Allied Workers' International Union A.F. of L. - C.I.O. - C.L.C.

GEORGE J. ORLANDO, General President

ELVIRA L. CATALLI, General Secretary-Treasurer

> RAYMOND BISSON, Vice-president

> > JOHN GORDON, Local 48

MICHEL LONGTIN, Local 64

> LLOYD H. FOX, Local 200

Joseph E. Seagram & Sons, Limited The Seagram Company Ltd. (LaSalle) The Seagram Company Ltd. (Gimli)

> PETER ABBOTT, Vice-president, Human Resources

### APPENDIX "A-1" MINIMUM HOURLY BASE WAGE RATE SCHEDULE The Seagram Company Ltd. – Gimli, Manitoba Joseph E. Seagram & Sons, Limited – Waterloo, Ontario

Job Titles and Wage Classes	Jan 31 88	Feb 1 <b>88</b>	Feb 1 <b>89</b>	Feb 1 <b>90</b>
GENERAL HELP	14.41	14.56	14.71	14.86
CLASS <b>"A"</b> HELP Warehouse & Bottling Heavy Duty Labour.	14.53	14.68	14.83	14.98
GENERAL HELP ''B''	13.83	13.98	14.13	14.28
OPERATORS CLASS "AA" Programmer Operator, Still Operator, Dry House Operator, Yeast/Fermenting Room Operator. Tank House Operator. Blender.	15.25	15.40	15.55	15.70
OPERATORS CLASS "A" Fermenting Room Operator, Gin House Operator, Yeast <b>Room</b> Operator, Cooker Operator, Forklift Order-Picker-Checker, Bagger-Shipper.	15.09	15.24	15.39	15.54

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Job Titles and Wage Classes	Jan 31 88	Feb 1 <b>88</b>	Feb 1 <b>89</b>	Feb I 90
OPERATORS CLASS "B" Grain Unloader, Warehouse Clerk, Labeller Operator, Strip Stamp Machine Operator, Lift Truck Operator, Palletizing Machine (brls) Operator. Filling- Capping Machine Operator, Case Packing Machine Operator, Panel Truck Operator, Cartoning Machine Operator.	14.84	14.99	15.14	15.29
OPERATORS CLASS "C" Ass't Blender; Maintenance Stores, Bottling Pump Operator, Record Keeper, First Aid Attendant, Car Bracer, Maintenance Helper, Class "A", Wrapping Machine Operator. Hoop Driver Machine Operator. Truck Driver, MS Feeder, Uncasing Machine Operator.	14.73	14.88	15.03	15.18

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Job Titles and Wage Classes	Jan 31 88	Feb 1 88	Feb 1 89	Feb 1 <b>90</b>
OPERATORS CLASS "D" Label and Stamp Supplier Leakhunter, Barrel Marker, Barrel and Drum Filler, Distillery Clerk, Hoop Driver (Cooper 3rd Class), Barrel Head Machine Operator, Trough Operator, Glue Room Operator, Maintenance Helper Class "B", Star Machine Operator.	14.66	14.81	14.96	15.11
MAINTENANCE CLASS "A" Steamfitter, Electrician. Machinist, Welder. Coppersmith, Auto Mechanic, Cooper 1st Class, Spray Painter. Bricklayer, Carpenter, Fire Chief, Bottling Mechanic, Skilled Maintenance Mechanic.	17.01	17.16	17.31	17.46

Job Titles and Wage Classes	Jan 31 88	Feb 1 88	Feb I <b>89</b>	Feb I 90
MAINTENANCE CLASS "B" Painter. Cooper 2nd Class, Pipe Cover, Fire Inspector.	16.37	16.52	16.67	16.82
MAINTENANCE CLASS "C"	15.76	15.91	16.06	16.21
LEADHAND \$0.50 per hour above top rate in department				
ASST. LEADHAND \$0.25 per hour above top rate in department				
POWER HOUSE 2nd Class Engineers	17.53	17.68	17.83	17.98
FIREMEN — 3rd Class Engineers	17.01	17.16	17.31	17.46
LEADHAND Boiler Maintenance plus \$0.50				

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### APPENDIX "A-2" MINIMUM HOURLY BASE WAGE RATE SCHEDULE The Seagram Company Ltd. — Lasalle, Quebec

Job Titles nod Wage Classes	Jan 31 88	Feb 1 <b>88</b>	Feb 1 89	Feb 1 90
GENERAL HELP	14.40	14.55	14.70	14.85
CLASS "A ' HELP Warehouse & Bottling Heavy Duty Labour	14.51	14.66	14.81	14.96
GENERAL HELP "B"	13.80	13.95	14.10	14.25
OPERATORS CLASS "AA" Programmer Operator, Still Operator, <b>Dy</b> House Operator, Yeast /Fermenting Room Operator, Tank House Operator, Blender.	15.23	15.38	15.53	15.68
OPERATORS CLASS "A" Fermenting Room Operator, Gin House Operator, Yeast <b>Room</b> Operator, Cooker Operator, Forklift Order-Picker-Checker. Bagger-Shipper.	15.08	15.23	15.38	15.53

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Job Titlæs and Wage <b>Classes</b>	Jan 31 88	Feb 1 88	Feb 1 <b>89</b>	Feb I <b>90</b>
OPERATORS CLASS "B" Grain Unloader, Warehouse Clerk, Labeller Operator, Strip Stamp Machine Operator, Lift Truck Operator. Palletizing Machine (brls) Operator, Filling- Capping Machine Operator, Case Packing Machine Operator, Panel Truck Operator. Cartoning Machine Operator.	14.82	14.97	15.12	15.27
OPERATORS CLASS "C" Asst. Blender, Maintenance Stores, Bottling Pump Operator, Record Keeper, First Aid Attendant, Car Bracer, Maintenance Helper Class "A", Wrapping Machine Operator, Hoop Driver Machine Operator, Truck Driver, MS Feeder, Uncasing Machine Operator,	14.70	14.85	15.00	15.15

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Job Titles and Waee Classes	Jan 31 88	Feb 1 88	Feb 1 89	Feb 1 90
OPERATORS CLASS "D" Label and Stamp Supplier, Leakhunter, Barrel Marker, Barrel and Drum Filler, Distillery Clerk, Hoop Driver (Cooper 3rd Class), Barrel Head Machine Operator, Trough Operator, Glue Room Operator, Maintenance Helper Class "B", Star Machine Operator.	14.63	14.78	14.93	15.08
MAINTENANCE CLASS "A" Steamfitter, Electrician, Machinist, Welder, Coppersmith, Auto Mechanic, Cooper 1st Class, Spray Painter, Bricklayer, Carpenter, Fire Chief, Bottling Mechanic, Skilled Maintenance Mechanic.	17.19	17.34	17.49	17.64
MAINTENANCE CLASS "B" Painter, Cooper 2nd Class, Pipe Cover, Fire Inspector	16.52	16.67	16.82	16.97

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Job Titles and	Jan 31	Feb 1	Feb 1	Feb 1
Wage Classes	88	88	89	90

#### LEADHAND \$0.50 per hour above top rate in department

ASST. LEADHAND

\$0.25 per hour above top rate in department

POWERHOUSE 2nd Class Engineers

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FIREMEN - 3rd Class Engineers

H_ 17.71	17.86	18.01	18.16	
17.19	17.34	17.49	17.64	